



An

RR Donnelley

Group

Pension Plan

Summary Plan Description

January 1, 2015

Bowne Pension Plan

Banta Book Group
Component

Bowne Pension Plan (the "Plan")

Part A (of Parts A and B) of the
Summary Plan Description for the
Banta Book Group Component of the Plan

January 1, 2015

If you are a participant in the Banta Book Group Component of the Plan, **this Part A** of the Summary Plan Description for that Component, together with **Part B** of the Summary Plan Description for the Plan, constitute your Summary Plan Description for that Component. 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

The Bowne Pension Plan is Not Only for Bowne Employees

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 previous Banta Hourly Pension Plan prior to any mergers is now three Components of the Bowne Pension Plan, one of which is the Banta Book Group Component, which covers the same employee group previously covered by the Book Group Component of that Banta 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 Banta Corporation and other RR Donnelley companies previously covered by the Book Group Component of the Banta Hourly Pension Plan.

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INTRODUCTION AND HIGHLIGHTS

We all plan for the future and look forward to the time when we can retire with a secure income for the rest of our lives. The Banta Book Group Component of the Bowne Pension Plan (the “Plan”) is provided to help you achieve, along with your Social Security benefits and personal savings, financial security during your retirement years.

This **Part A** of the Summary Plan Description (“SPD”) for the Banta Book Group Component of the Plan (the “Banta Book Group Component” or the “Component”), together with **Part B** of the SPD for the Plan, constitute the SPD for the Banta Book Group Component. If you do not have a copy of Part B of the SPD, contact the RR Donnelley Pension Service Center (“Pension Service Center”) at 1-866-767-1212 or visit rrdspdxpress.com.

Important Note: References in this document to the Banta Book Group Component of the Plan include the following:

- With respect to periods after December 31, 2013, the Banta Book Group Component of the Bowne Pension Plan,
- With respect to periods after December 31, 2010 and on or before December 31, 2013, the Banta Book Group Component of the Retirement Benefit Plan of R.R. Donnelley & Sons Company, and
- With respect to periods on or before December 31, 2010, the Book Group Component of the Banta Hourly Pension Plan.

Recent Plan Mergers

Banta Corporation was acquired by R. R. Donnelley & Sons Company (“Donnelley”) on January 8, 2007. Banta Corporation continued to maintain the Banta Hourly Pension Plan after being acquired by Donnelley.

At various times prior to 2014, Donnelley and other members of the Donnelley Controlled Group of Companies maintained the following seven pension plans (among others) for various employee groups of the 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 (the “Book Group Component”), and (iii) the Specialty Converting Component);

6. Retirement Income Plan of Moore Wallace North America, Inc. (which included, among others, the Cardinal Brands Benefit and the Check Printers Benefit); 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 Banta Hourly Pension Plan became a 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 (including the Book Group Component) 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 Book Group Component of the Banta Hourly Pension Plan, or if you were subsequently in an employee group covered by the Banta Book Group Component of the Donnelley Plan, your benefits previously provided thereunder will instead be provided by the Banta Book Group Component of the Bowne Pension Plan.

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 Banta Book Group Component of the Plan and contains information specific to the participants in the Banta Book Group Component such as who is eligible to participate in this Component, how this Component’s benefit is calculated, when a participant in this Component can start receiving his benefit, and the different payment forms for that benefit.

Part B of the SPD contains information about the Plan that is consistent for all the nine 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.

We urge you to read this SPD carefully for a better understanding of the benefits that are available to you. A statement of your benefits can be obtained from the Pension Service Center. To contact the Pension Service Center, call 1-866-767-1212.

The Banta Book Group Component provides for:

- a monthly income to you for life when you retire.
- full vesting (a nonforfeitable right to benefits) after 5 Years of Vesting Service.
- normal retirement beginning at age 65.
- optional early retirement between ages 60 and 65 after 10 Years of Vesting Service.
- a surviving spouse's pension payable if you die before payment of your vested benefits has begun.
- full cost of benefits funded solely by employer contributions.

The employee groups described in this SPD are represented by certain unions (the "Unions"), which have entered into collective bargaining agreements with Banta Corporation. To find out if you are eligible for a pension benefit from the Banta Book Group Component, contact the Pension Service Center at 1-866-767-1212.

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

CAUTION: This is only a summary of the Banta Book Group Component of the Plan. The actual Plan document determines and governs your rights under the Component. In the case of any conflict between the contents of this SPD and the Plan document, the terms of the Plan document will control.

The Plan and this SPD will not be construed to give you any right to be retained in the Banta Corporation's employ nor any right or claim to a benefit unless the right to such benefit is in accordance with the Component's terms.

WHO IS COVERED

The Book Group Component was amended to be closed to new participants for members of the Maintenance Department Employees Union effective December 31, 2014. Accordingly, each person who is a member of the Maintenance Department Employees Union and was not a participant in the Book Group Component on December 31, 2014 will not be or become a participant in the Component after December 31, 2014. The Book Group Component was previously amended to be closed to new participants for members of Printing Trades Specialty Union Local 531 of GCIU (effective December 31, 1977) and both GCIU Fox Valley Local 77P Bookbinders and Lithographers (effective December 31, 1983).

In addition, the Book Group Component was amended to discontinue any further benefits being earned with regard to service rendered with regard to periods after December 31, 2014 for participants who are members of the Maintenance Department Employees Union or members of GCIU Fox Valley Local 77P Bookbinders or Lithographers. The Book Group Component was previously amended to discontinue any further benefits being earned with regard to service rendered after December 31, 1977 for participants who are members of Printing Trades Specialty Union Local 531 of GCIU.

You were eligible to become a Participant if you were an hourly employee of Banta Corporation who was a member of a collective bargaining unit covered by this Component, in which case you began participating on the January 1 nearest to the later of (i) your attainment of age 21, and (ii) your completion of a “qualifying period”, but only if that January 1 occurred prior to the date this Component became closed with regard to your collective bargaining unit. The “qualifying period” was the first 12-month period beginning on your date of hire or any Plan Year beginning after such date, during which you completed at least 1,000 Hours of Employment.

SERVICE

In order to earn benefits under the Component, you must have completed service in the employment of Banta Corporation. The terms explained below are used by the Component in determining the amount of your Service credits.

Hours of Employment: These are hours for which you are paid including hours for which you are paid while absent from work due to vacation, holiday, illness, disability, jury duty, military duty, leave of absence or for other similar reasons. However, a maximum of 501 Hours of Employment will be recognized for any single continuous period of paid absence.

Vesting Service: You are credited with years of “Vesting Service” for your actual periods of employment with Banta Corporation and with corporations affiliated with Banta Corporation. If you have a Break in Service of less than 12 months, the Break in Service will be included in your Vesting Service.

Credited Service: “Credited Service” is used to determine the amount of your benefit from the Component. You will be credited for all your actual periods of employment with Banta Corporation from your employment commencement date until the earlier of your termination of employment or the date specified in your benefit formula shown in the Appendix to this SPD, but not later than December 31, 2014.

Break in Service: A “Break in Service” begins on the later of (A) the date you quit, are discharged, retire or die, or (B) the first anniversary of the date you are absent from work for any other reason, and ends on your date of rehire.

The effect of a Break in Service is that, unless you have previously completed at least 5 years of Vesting Service, your pre-Break years of Vesting Service and Credited Service will be cancelled if your Break in Service equals or exceeds 5 years. In addition, you must complete 12 months of employment upon your return to prevent cancellation of your pre-Break

Vesting Service and Credited Service. If you have completed at least 5 years of Vesting Service, a Break in Service will not affect your right to receive benefits under the Plan. Special rules apply if your Break in Service started before 1986.

There are special provisions to ensure that approved leaves of absence due to certain circumstances are not the sole cause of a Break in Service. A Break in Service will not be considered to begin until the first anniversary of a quit or discharge if your employment terminates on account of pregnancy, the birth or adoption of a child, or the caring for such child immediately after such event. If you take a leave of absence for military leave, and you return to employment within the time prescribed by federal law or you die or become disabled while performing qualified military service, your leave will not be considered a Break in Service.

Special Provisions Regarding Affiliate and Military Service

Employment by any other corporation or other trade or business that is affiliated with Banta (*e.g.*, R. R. Donnelley & Sons Company, Moore Wallace North America, Inc., or a subsidiary of Banta Corporation) will count for purposes of determining eligibility to participate or Vesting Service.

If you take a leave of absence for qualified military leave, and you return to employment within the time prescribed by federal law or you die or become disabled while performing qualified military service, you may be entitled to Vesting Service and Credited Service for your period of military service. Please contact the Pension Service Center for more information regarding these special provisions.

ACCRUED BENEFIT

The monthly amount of the benefit you have accrued is generally determined by multiplying your years of Credited Service by the Applicable Rate in effect when you terminate employment. The current rates are described in the Appendix applicable to your unit at the end of this Summary.

Example: Let’s assume that Alex, a member of the bargaining unit represented by the Maintenance Department Employees’ Union, will have accumulated 22 years of Credited Service when he retires in 2010. The Applicable Rate for him in effect at that time is \$33.00.

His accrued monthly benefit is calculated as follows:

<u>Years of</u> <u>Credited Service</u>	<u>times</u>	<u>Applicable</u> <u>Rate</u>	<u>equals</u>	<u>Accrued</u> <u>Benefit</u>
22	x	\$33.00	=	\$726.00

If you transfer employment from one participating bargaining unit to another, only Credited Service with a particular unit is applied to that unit’s multiplier as of the date of transfer.

RETIREMENT PENSIONS

The Component provides four different types of retirement pensions. If you have completed at least 5 years of Vesting Service, you will be eligible for one of these pensions even if you terminate your employment before you reach retirement age. However, except in the case of disability retirement, your pension will not start until you are at least 60 years old.

The agreement between Banta Corporation and the applicable union may vary the general terms of this Summary, so be sure to check the Appendix to this Summary for specifics.

The types of retirement pensions the Component provides are:

Normal Retirement. You will qualify for a Normal Pension if you terminate employment on or after your 65th birthday with at least 5 years of Vesting Service.

Early Retirement. You will qualify for an Early Pension if you terminate employment between your 60th and 65th birthdays and after completing at least 10 years of Vesting Service.

Deferred Vested Pension. You will qualify for a Deferred Vested Pension if you terminate employment prior to your 65th birthday but after completing at least 5 years of Vesting Service.

Disability Retirement. You will qualify for a Disability Pension if your employment terminates due to a Total and Permanent Disability (as defined in the Plan document and determined by the Plan Administrator) and you have completed at least 15 years of Vesting Service.

COMMENCEMENT OF PENSIONS

Normal Pension payments will begin with a payment for the month next following the date of your retirement. Early Pension payments may begin with a payment for the month next following the date of your retirement, or you may delay payment as long as age 65. Deferred Vested Pension payments will begin with a payment for the month specified in your deferred retirement benefit application, but not before you have attained age 60 (or age 65 if you have less than 10 years of Vesting Service).

An Early Pension is actuarially reduced for commencement prior to the first day of the month following your 62nd birthday. A Deferred Vested Pension is actuarially reduced for commencement prior to the date you attain age 65. Actuarial reduction means that the amount of each payment is reduced to reflect the fact that payments will be made over a longer period of time than if you had started to receive the payments at age 65 (or 62 in the case of an early retirement benefit).

In order to receive a Deferred Vested Pension under the Component, you must file a written application with the Pension Service Center. Since a former employee entitled to a Deferred Vested Pension may not make this request sooner than 6 months before his attainment

of age 60, he should always give the Pension Service Center written notice of any change of address after leaving the Company. To contact the Pension Service Center, call 1-866-767-1212.

Disability Pension payments begin with a payment for the month next following the date your employment terminates due to a Disability. Disability Pension payments will stop if (a) you return to work, (b) Banta determines that your disability no longer exists, or (c) there is a failure to provide satisfactory proof of the continued existence of the Disability.

If the single sum value of your benefit under the Component (which includes any benefit under the Banta Book Group Component plus any benefit under any other component of the Plan) is less than \$5,000 when you terminate employment, your benefit will automatically be paid to you in a lump sum no later than the end of the year following the year in which you terminate employment.

The amount of your Pension is subject to the special rules affecting your bargaining unit as described in the Appendices to this Summary.

You may choose to have all or part of any taxable portion of your lump sum payment (of less than \$5,000) that you receive transferred directly to another qualified plan, a 403(a) plan, a 403(b) (not-for-profit) plan, a 457(b) (state or local government) plan that agrees to separately account for amounts so transferred (including earnings), or to a traditional IRA or Roth IRA. You may choose to transfer all or part of any nontaxable portion of your lump sum payment directly to another qualified plan or a 403(b) (not-for-profit) plan that agrees to separately account for amounts so transferred (including earnings) or to a traditional IRA or Roth IRA. If you roll your balance over directly, you will avoid a mandatory 20% withholding tax and a possible 10% penalty tax.

Similarly, if upon your death your beneficiary is entitled to a lump sum payment (of less than \$5,000) of a death benefit described in this summary, and if your beneficiary is your spouse, the distribution may be made as a direct transfer to the same types of plans and accounts to which you could make a transfer as described above. If your beneficiary is not your spouse, the distribution may be made as a direct transfer to a traditional IRA or a Roth IRA established for the purpose of receiving this distribution.

FORMS OF PENSIONS

Normal Forms of Payment.

If you are not married, payment of your Normal, Early, Deferred Vested or Disability Pension, as the case may be, is a monthly amount payable to you for your life. This form is known as the Single-Life Pension.

If you are married when your pension payments start, the usual form of payment will be a monthly payment to you during your lifetime, and if you should die before your spouse does, your spouse will continue to receive a monthly payment equal to 50% of that pension for his or her life. This is known as a "50% Joint and Survivor Pension." The payments under this form are in reduced amounts which are actuarially equivalent to the benefits you would

otherwise have received, in order to reflect the fact that they will be paid during the lifetimes of two people rather than one. As an example, assume that you are age 65, your spouse is 63 years of age and your basic pension if you had no spouse would be \$500.00 per month. Under the 50% joint and Survivor Pension your benefit would be actuarially adjusted so that you would receive approximately \$440.00 per month for life, and, if you died first, your spouse would receive about \$220.00 for life.

Optional Forms of Payment.

Subject to the spouse consent requirement described below, if you are married, you can elect to receive your Normal, Early, Deferred Vested or Disability Pension in the form of a Single Life Pension, rather than the 50% Joint and Survivor Pension. If you are married, the Component also allows you to choose payment of a Normal or Early Pension as a joint and survivor pension, with reduced monthly payments to you during your lifetime, and upon your death, continued payments to your spouse equal to 100% or 75% (as you elect) of the monthly benefits you were receiving prior to your death. If you are married, the Component also allows you to choose payment of a Deferred Vested or Disability Retirement Pension as a joint and survivor pension, with reduced monthly payments to you during your lifetime, and upon your death, continued payments to your spouse equal to 75% of the monthly benefits you were receiving prior to your death.

If you are not married, but you have a domestic partner, you may elect to receive your pension in the form of a 50% Joint and Survivor Pension, or in any of the optional forms of payment available to married participants described in the previous paragraph. You must name your domestic partner as the recipient of any 50%, 75% or 100% survivor pension. No consent is required from your domestic partner in order for you to elect an optional form of payment.

Finally, if you are eligible for an Early Pension prior to age 62, you can elect the Social Security Adjustment option. This option is intended to provide you with a steady level of retirement income from both the Component and Social Security. Under this option (available only in the Single-Life form) your pension is paid at a higher rate before your Social Security benefits begin and at a lower rate after such time.

The pensions payable under the forms described above are adjusted so as to be actuarially equivalent to the pensions you would otherwise receive.

When you are about to retire, contact the Pension Service Center. You will be provided with an explanation of your accrued benefit and the amounts that would be payable to you under the normal and optional forms of pensions available to you. You may select an optional form of payment (or you may revoke a prior selection) at any time prior to the first day of the month in which the pension payments are to begin. Any election by a married Participant of a form of payment other than a Joint and Survivor Pension will be valid only if the Participant's spouse consents in writing to such election within the 90-day period ending on the date benefits are to commence and such consent is witnessed by a notary public or Plan representative.

Definition of “Married” and “Spouse”

Effective June 26, 2013, for all purposes of the 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.

DEATH BENEFITS

If you die before payment of your pension begins, have been married throughout the one-year period immediately prior to your death, and any of the following circumstances apply to you, your surviving spouse will be entitled to the benefit described below:

- (1) you were eligible for a Normal or Early Pension;
- (2) you terminated employment after August 22, 1984 and you were entitled to a Deferred Vested Pension; or
- (3) you completed 10 or more years of Vesting Service, terminated employment with the Company between December 31, 1975 and December 23, 1984 and you died after August 22, 1984.

This spouse benefit is a monthly amount payable for your spouse’s life equal to one-half the amount you would have received if you had terminated employment on the date of your death and elected to begin receiving the 50% Joint and Survivor annuity form of pension when first eligible to receive it. Payment of this spouse benefit will begin on the first day of the month following your death if you died after age 60, or, if you die before age 60, on the first day of the month that follows your 60th birthday.

An optional pension will be available to your surviving spouse if you have completed at least 15 years of Vesting Service and die before your actual retirement. The optional pension payments begin in the month following your death in an amount equal to 50% of the amount you would have been entitled to receive if you had retired on the day preceding your death and elected a 50% Joint and Survivor form of pension. The amount is calculated without reduction for the fact that payments start before your 65th birthday, but monthly payments under this option will continue for only five years (or until the earlier death of your spouse). This form of benefit is automatic if you were receiving a Disability Retirement Pension at the time of your death, you had elected a single-life pension, and you die before age 65.

Neither of the surviving spouse’s pensions described above will begin payment until an application for benefits has been filed by your surviving spouse with the Pension Service Center.

If you die before payment of your pension begins and you were in a domestic partnership with your domestic partner throughout the one-year period immediately prior to your death, your domestic partner may be entitled to a survivor's pension benefit similar to the surviving spouse pension described above. You must meet all the same requirements described above in order for your domestic partner to be eligible for the survivor's pension. The form of the payment for such benefit, the starting date for such benefit and all other terms and conditions for such benefit are the same as those for a spouse. However, the payment of such death benefits must start within 12 months of your death.

If you are not married and do not have a domestic partner, and you die before payment of your pension begins, there is no survivor pension benefit.

You must report any change in your marital or domestic partner status to the Pension Service Center. See the last page of this Part A for information on how to contact 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 pre-retirement death benefit.

REEMPLOYMENT AND SUSPENSION OF BENEFITS

If you are receiving benefits under the Component and are rehired by the Company or a related employer, your pension payments will be suspended during your reemployment. Upon your subsequent retirement, your pension amount will be recalculated based on the following factors:

- (a) your total Credited Service credited before and during your reemployment, but not after the date described under the definition of "Credited Service" appearing on page 4;
- (b) the benefit rates in effect upon your final termination of employment; and
- (c) an actuarial reduction for benefits paid to you prior to the first day of the month following your 65th birthday.

However, if you have reached age 65 and receive payment for less than 8 days in a calendar month, you will be considered to have retired and will be entitled to receive a pension payment for that month. Your pension will be suspended if you subsequently receive payment for working 8 or more days in a calendar month.

If you die before suspended pension payments to you resume, the only benefit payable will be the Pre-Retirement Surviving Spouse Pension or the domestic partner survivor's pension, if applicable.

It is your responsibility to notify the Pension Service Center that you have been reemployed after receiving pension payments as well as when you will be retiring again. You must also notify the Pension Service Center when you receive payment for less than 8 days in any calendar month during your reemployment in order to receive your pension payment for that month. If you would receive a pension payment for any calendar month in which you actually

receive payment for working 8 or more days after retirement, your subsequent payments will be offset for all pension payments mistakenly made to you.

LOSS OF BENEFITS

The Plan is designed to help meet the needs of all employees who are Participants. There are, however, certain situations in which no benefits are payable, including the following:

- (1) If you leave the employ of Banta Corporation with less than 5 years of Vesting Service, you are not eligible for any benefit under the Plan.
- (2) If you die before payments of your vested benefits have begun, no benefits will be payable except the Surviving Spouse's Pension, if applicable.
- (3) If the Plan terminates and its assets are not sufficient to pay all benefit liabilities, all or part of your accrued benefit may not be payable.

APPENDIX:

Printing Trades Specialty Union Local 531 of GCIU

Applicable Benefit Rate Per Year of Credited Service through December 31, 1977	\$5.50
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APPENDIX:

Maintenance Department Employees Union

<u>Last Date of Employment in the Unit</u>	<u>Applicable Benefit Rate</u>
January 1, 1997 – December 31, 1998	\$23.50
January 1, 1999 – April 30, 2000	\$25.00
May 1, 2000 – December 31, 2000	\$26.00
January 1, 2001 – December 31, 2001	\$27.00
January 1, 2002 – December 31, 2002	\$28.00
January 1, 2003 – February 28, 2005	\$29.00
March 1, 2005 – February 28, 2007	\$31.00
March 1, 2007 – February 3, 2008	\$32.00
February 4, 2008 or later	\$33.00

APPENDIX:

GCIU Fox Valley Local 77P (Bookbinders)

Applicable Benefit Rate Per
Year of Credited Service
Earned through December 31, 1983 \$9.00

In addition, any Participant employed in the Participating Unit on or after February 25, 1991 shall be entitled to a supplemental Accrued Benefit equal to the difference between (1) the product of \$20.00 multiplied by his total years of Credited Service before January 1, 2015 and (2) the sum of (A) the normal retirement (age 65) benefits accrued for him under this Component, (B) \$2.50 times his "GCIU past service credit," plus (C) the product of (I) the quotient of (x) the aggregate amount of contributions made on his behalf to the GCIU Employer Retirement Fund, divided by (y) \$260, and (II) \$9. For this purpose, "GCIU past service credit" means the Participant's total period of employment with employers whose production employees are under the jurisdiction of the Graphic Communications International Union. To the extent a Participant's benefit is derived from the supplemental Accrued Benefit described above, that portion of the benefit is paid commencing at the same time and in the same form as the regular benefit, and early commencement reductions determined with regard to amounts described in clauses (2)(B) and (C) above are determined by using early commencement reduction factors applicable under the GCIU Employer Retirement Fund.

APPENDIX:

GCIU Fox Valley Local 77P (Lithographers)

The Accrued Benefit of a Participant in G.C.I.U., Local #77P (Lithographers) shall be equal to \$3.75 multiplied by years of Credited Service (maximum 33.33 years) earned through December 31, 1983. In addition, any such Participant employed and who is represented by the Union on or after January 1, 1987 shall be entitled to a supplemental Accrued Benefit equal to the difference between (i) the product of \$16.00 multiplied by such Participant's total years of Credited Service before January 1, 2015 and (ii) the total of the normal retirement (age 65) benefits accrued for such Participant under this Plan and any other pension plan to which the Company has contributed on the Participant's behalf for a period of time counted as Credited Service hereunder. To the extent a Participant's Accrued Benefit is derived from the supplemental benefit described in the preceding sentence (i) that portion of the Accrued Benefit is paid commencing at the same time and in the same form as the regular benefit, and (ii) if the payments commence prior to age 65, the \$16.00 guarantee shall be reduced by one-half of 1% for each month between the date of commencement and the first day of the month following the Participant's 65th birthday. Finally, the portion of the Accrued Benefit derived from the \$3.75 benefit above shall not be reduced for early commencement at or after age 60.

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.