



An

# RR Donnelley

Group

# Pension Plan

Summary Plan Description

January 1, 2015

Bowne Pension Plan

Banta Specialty Converting  
Component

Bowne Pension Plan (the “Plan”)

Part A (of Parts A and B) of the  
Summary Plan Description for the  
**Banta Specialty Converting Component of the Plan**

January 1, 2015

If you are a participant in the Banta Specialty Converting 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 Specialty Converting Component, which covers the same employee group previously covered by the Specialty Converting 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 Specialty Converting Component of the Banta Hourly Pension Plan.**

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## INTRODUCTION

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 Specialty Converting 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 Specialty Converting Component of the Plan (the “Banta Specialty Converting Component” or the “Component”), together with **Part B** of the SPD for the Plan, constitute the SPD for the Banta Specialty Converting 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.

**Important Note:** References in this document to the Banta Specialty Converting Component of the Plan include the following:

- With respect to periods after December 31, 2013, the Banta Specialty Converting Component of the Bowne Pension Plan,
- With respect to periods after December 31, 2010 and on or before December 31, 2013, the Banta Specialty Converting Component of the Retirement Benefit Plan of R.R. Donnelley & Sons Company, and
- With respect to periods on or before December 31, 2010, the Specialty Converting 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 Specialty Converting 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 Specialty Converting Component of the Banta Hourly Pension Plan, or if you were subsequently in an employee group covered by the Banta Specialty Converting Component of the Donnelley Plan, your benefits previously provided thereunder will instead be provided by the Banta Specialty Converting 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 Specialty Converting Component of the Plan and contains information specific to the participants in the Banta Specialty Converting 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 employee group described in this SPD is represented by Local 577M of the Graphic Communications International Union (the "Union"). To find out if you are eligible for a pension benefit from the Banta Specialty Converting Component, contact the Pension Service Center. To contact the Pension Service Center, call 1-866-767-1212.

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

**CAUTION:** This is only a summary of the Banta Specialty Converting 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 Specialty Converting Component was amended to be closed to new participants effective December 31, 2013. Accordingly, each person who was not a participant in the Specialty Converting Component on December 31, 2013 will not be or become a participant in the Component after December 31, 2013. Each person who was a participant in the Specialty Converting Component on December 31, 2013 and ceases to be a participant after that date will not again become a participant after that date.

Employees participating in the Specialty Converting Component on December 31, 2013, immediately prior to that plan closing, continue participation in the Specialty Converting Component as long as they continue to otherwise be eligible. However, no further benefits are earned or otherwise accrue with regard to service rendered or compensation earned or paid, or otherwise, with regard to periods after December 31, 2013.

Only hourly employees of Banta Specialty Converting, Inc. ("Banta") represented by the Union are eligible to participate. You were eligible to become a Participant on the January 1st following your date of hire. Thus, if hired in 2001, you became a Participant as of January 1, 2002. If you did not become an eligible employee until after December 31, 2013, the first January 1 following the day you became eligible was January 1, 2014 or later. Therefore, due to the closing of the Component, you will not be eligible to become a participant in the Specialty Converting Component.

## SERVICE

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

Hours of Service: These are hours for which you are paid, including hours for which you are paid while absent from work due to sick leave, holidays, vacation, jury duty, etc. However, a maximum of 501 Hours of Service will be recognized for any single continuous period of paid absence.

Years of Employment: You are credited with a “Year of Employment” for each calendar year in which you complete 1,000 Hours of Service. Years of Employment are used in determining whether you have completed the requirements for eligibility to receive a pension from the Component, but not the amount of such benefit. In order to become eligible for a pension, you must accumulate at least 5 Years of Employment. (Prior to 1989, 10 years of Employment were required.) Employment with corporations affiliated with Banta is included for purposes of determining your Years of Employment.

Credited Service: “Credited Service” is used to determine the amount of your benefit from the Component. You were credited during each calendar year you were employed with 1/10 of a year of Credited Service for each twenty-five shifts worked for Banta. If you completed 8 Hours of Service, you were considered to have worked one shift. However, none of the following periods of employment were counted as Credited Service:

1. Employment before January 1, 1960;
2. Employment before your most recent date of hire before January 1, 1975;
3. Employment as a salaried or administrative employee; and
4. Employment after December 31, 2013.

Break in Service: A “Break in Service” occurs if you fail to complete at least 500 Hours of Service in any calendar year.

If you complete an Hour of Service after 1988 and have completed at least 5 Years of Employment, a Break in Service will not affect your right to receive a pension from the Component. However, if you terminate with less than 5 Years of Employment, your Years of Employment and Credited Service will be canceled and will not be reinstated if your consecutive Breaks in Service equal or exceed 5 years. Otherwise, your pre-Break Years of Employment and Credited Service will be reinstated following your date of rehire.

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. Where your termination is due to the birth or adoption of a child, a Break in Service will not occur until the Plan Year subsequent to 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 Military 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 determined by adding the following amounts:

\$8.00 times years of Credited Service accumulated prior to 1992;

plus

\$15.00 times years of Credited Service accumulated after 1991 and prior to 2006;

plus

\$16.00 times years of Credited Service accumulated after 2005 and prior to 2008;

plus

\$18.00 times years of Credited Service accumulated after 2007 and prior to 2010

plus

\$20.00 times years of Credited Service accumulated after 2009 and prior to 2014;

Example: Let's assume that Alex retires in early 2011 and is credited with 11.2 years of Credited Service for the period 1980-1991, and 12.8 years for the period 1992-2005, and 1.4 years for 2006-2007, and 1.6 years for 2008-2009, and .9 years for 2010-2011.

Alex's accrued monthly benefit is calculated as follows:

<u>Period</u>	<u>Credited Service</u>	<u>Applicable Rate</u>	<u>Accrued Benefit</u>
1980- 1991	11.2	\$8.00	\$89.60
1992 - 2005	12.8	\$15.00	\$192.00
2006-2007	1.4	\$16.00	\$22.40
2008-2009	1.6	\$18.00	\$28.80
2010-2011	.9	\$20.00	<u>\$18.00</u>
Accrued Benefit =			\$350.80

### RETIREMENT BENEFITS

The types of retirement benefits provided under the Component for Participants who completed an Hour of Service after 1988 and before 2014 are as follows:

Normal Retirement. You will qualify for Normal Retirement benefits if you terminate employment on or after your Normal Retirement Date, which is the later of (a) your 65th birthday, or (b) the earlier of your completion of 5 Years of Employment or the 5th anniversary of the date you became a Participant.

Early Retirement. You will qualify for Early Retirement benefits if you terminate employment between your 55th and 65th birthdays, and have completed at least 5 Years of Employment.

Deferred Vested Retirement. You will qualify for a Deferred Vested Retirement benefit if you terminate employment before your 55<sup>th</sup> birthday and have completed at least 5 Years of Employment.

Disability Retirement. You will qualify for Disability Retirement benefits if your employment terminates due to a Total and Permanent Disability (as defined in the Plan document and determined by the Plan Administrator) after you have attained age 50 and completed at least 10 Years of Employment. For purposes of the foregoing, periods of employment after December 31, 2013 will not be considered in determining your 'Years of Employment'.

## COMMENCEMENT OF BENEFITS

Normal and Early Retirement benefits will begin with a payment for the month next following the date of your retirement. Deferred Vested Retirement benefits will begin with a payment for the month specified in your benefit application, but not before you have attained age 55. Early and Deferred Vested Retirement benefits are reduced by 5/12ths of 1% for each month (5% per year) between the date they start and the first day of the month following your 65th birthday.

A Participant must begin receiving benefit payments by the April 1 following the calendar year in which he or she attains age 70½. If this occurs, the value of benefits paid during the period of continued employment will be offset against any additional benefits earned.

In order to receive a Deferred Vested Retirement benefit under the Plan, you must file a written application. You may not file this application sooner than 1 month before your attainment of age 55. Former employees who are entitled to Deferred Vested Retirement benefits should always give the Plan Administrator written notice of any change of address after leaving the Company.

Disability Retirement benefit payments begin with a payment for the first month following the later of (a) the date you filed a disability application with the Plan Administrator, or (b) 5 months from the date of your disability. Disability Retirement benefits are reduced 5/12ths of 1% for each month (5% per year) between the date they start and the first day of the month following your 65th birthday. Disability Retirement benefit payments will stop if (a) you return to work, (b) you have recovered sufficiently to return to work, or (c) you fail to provide satisfactory proof of your disability. In any event, when you reach your Normal Retirement Date, you will begin receiving, instead of Disability Retirement benefits, Normal Retirement benefits based on your accrued benefit at the time your employment terminated due to such disability.

If the single sum value of your benefit under the Component (which includes any benefit under the Banta Specialty Converting 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 (or your beneficiary or spouse in the event of your death) in a lump sum no later than the end of the year following the year in which you terminate employment.

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 PAYMENT

Normal Forms of Payment. If you are not married, your Normal, Early, Deferred Vested or Disability Retirement benefit, as the case may be, will normally be payable to you monthly for your life. However, if you should die during the five-year period after your Normal Retirement benefits begin, payments in an amount equal to your Normal Retirement benefits would continue to be paid to your beneficiary for the remainder of the five-year period. This is known as a “Five-Year Period Certain and Life” form of benefit. Payment of Early Retirement, Disability Retirement or Deferred Vested Retirement benefits is made to you for your life only; that is, the five-year period of guaranteed payments to you and your beneficiary applies only for Normal Retirement benefits.

If you are married when your benefits start, the usual form of payment would be a monthly payment to you during your lifetime, and if you should die before your spouse does, your spouse would continue to receive a monthly payment equal to 50% of that benefit for his or her life. This is known as a “Joint and 50% Survivor Annuity”. 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 have attained age 65, your spouse has attained age 63, and your basic retirement benefit if you had no spouse would be \$225.00 per month. Under the Joint and 50% Survivor Annuity your pension would be actuarially adjusted so that you would receive approximately \$198.00 per month for life, and if you died before your spouse, he/she would receive \$99.00 per month for the rest of his/her life.

Optional Forms of Payment. Subject to the spouse consent requirement described below, the Component also allows you to choose from these three optional forms for payment of your Normal, Early or Deferred Vested Retirement accrued benefit:

1. Life Only: Monthly payments during your lifetime with no further payments to anyone after you die.
2. 10 Year Period Certain and Life: Reduced monthly benefits to you during your lifetime so that, if you die during the 10 year period after your Normal, Early or Deferred Vested Retirement, as the case may be, payments in an amount equal to your retirement benefit would continue to your designated beneficiary for the remainder of the 10 year period.
3. Joint and 75% Survivor Annuity: Reduced monthly benefits to you during your lifetime, and if you should die before your spouse does, your spouse

would continue to receive a monthly payment equal to 75% of that benefit for his or her life.

If you are not married, but you have a domestic partner, you may elect to receive your benefit in the normal form for an unmarried participant, or in the form of a Joint and 50% Survivor Annuity, 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% or 75% survivor pension. No consent is required from your domestic partner in order for you to elect an optional form of payment.

The benefits payable under the forms described above are adjusted so as to be actuarially equivalent to the benefits you would otherwise receive. If you are receiving Disability Retirement benefits, when you reach age 65, your Normal Retirement benefit will begin. At that time, you may elect one of the optional forms of benefit described above.

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 benefits available to you. You may select an optional form of payment (or you may revoke a prior selection) within the 90 day period prior to the date benefit payments are to begin. However, any election by a married Participant of a form of payments other than the Joint and 50% Survivor Annuity or the Joint and 75% Survivor Annuity will be valid only if the Participant's spouse consents in writing to such election, and such consent is witnessed by a notary public or a 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 you start to receive benefits but after you have qualified for normal, early or deferred vested retirement benefits as described above, your surviving spouse will be entitled to a pre-retirement surviving spouse benefit if the following conditions are satisfied:

- (1) You were married throughout the one year period ending on the date of your death;
- (2) If you are no longer working for the Company at the time of your death, your termination occurred on or after 8/23/84; and

- (3) You did not waive this coverage for your spouse prior to January 1, 2013, as described below.

This Pre-Retirement Surviving Spouse Benefit is equal to one-half the amount you would have received if you had terminated employment the day before your death, and begun receiving the Joint and 50% Survivor annuity form of payment on the later of the date of your death or the first date benefits could have otherwise commenced. Unless you waived this death benefit coverage in writing with your spouse's consent before January 1, 2013, the amount of your benefit will be reduced by a percentage based on the periods after you attain age 35 that this coverage is in effect. The Pension Service Center will provide you with a notice and acknowledgement/waiver form regarding this coverage, where the reduction is explained in more detail. Participants who failed to waive the Pre-Retirement Surviving Spouse Benefit before January 1, 2013 will not have this reduction applied to benefits that become payable on or after January 1, 2013.

If you completed 10 or more Years of Employment, terminated employment with the Employer between December 31, 1975 and August 23, 1984 and you die after August 22, 1984, you may elect to have the Pre-Retirement Surviving Spouse Benefit coverage described above. The reduction in your accrued benefit applied for periods in which coverage is in effect is explained in more detail in the election form you will receive.

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 ending on the date of your death, your domestic partner may be entitled to a survivor's pension benefit similar to the Pre-Retirement Surviving Spouse Benefit described above. You must meet all the same requirements described above in order for your domestic partner to be eligible for the domestic partner death benefit. Unless you waived this death benefit coverage before January 1, 2013, the amount of your benefit will be reduced by a percentage based on the periods after you attain age 35 that this coverage is in effect. 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. No consent is required from your domestic partner in order to waive this death benefit. Participants who failed to waive this death benefit coverage before January 1, 2013 will not have this reduction applied to benefits that become payable on or after January 1, 2013.

You must report any change in your marital or domestic partner status to the Pension Service Center. To contact the Benefits Center, call 1-866-767-1212. 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 surviving spouse benefit or domestic partner death benefit, as applicable.

The Active Employee's Death Benefit will be paid to your designated beneficiary in addition to other benefits provided under the Plan, provided (i) you die before your retirement or termination of employment, and (ii) you have completed at least one (1) Year of Employment after January 1, 1975 and before January 1, 2014. The lump sum amount of the benefit will be \$100 times your Years of Employment accumulated after January 1, 1975, to a maximum benefit of \$2,000.

If you are married or have a domestic partner and elect to receive your pension benefit in the form of a Joint and 75% Survivor Annuity with continued payments to your spouse or domestic partner, but die before your pension payment begin, your surviving spouse or domestic partner, as applicable, will receive the 75% survivor portion of a Joint and 75% Survivor Annuity, rather than the 50% survivor portion of a Joint and 50% Survivor annuity.

## REEMPLOYMENT AND SUSPENSION OF BENEFITS

If you are receiving benefits under the Component and are rehired by the Company or a related employer, your benefit payments will be suspended during your reemployment. Upon your subsequent retirement (or, if earlier, as of April 1 in the year next following the year in which you attain age 70½), your benefit amount will be recalculated based on the terms of the Component at that time and the following factors:

- (a) your total Credited Service credited before and during your reemployment;
- (b) the benefit rates in effect during all applicable periods of your employment;
- (c) an actuarial reduction for benefits paid to you prior to your Normal Retirement Date.

However, if you have reached age 65 and work less than 40 Hours of Service in a calendar month during your reemployment, you will be considered to have retired again and will be entitled to receive a benefit payment for that month. Your benefit will again be suspended if you subsequently work 40 or more Hours of Service in a calendar month.

If you should die while benefits are suspended during your reemployment, the pre-retirement surviving spouse death benefit or domestic partner death benefit will be payable, if applicable.

It is your responsibility to notify the Pension Service Center that you have been reemployed after receiving benefit payments as well as when you will be retiring again. You must also notify the Pension Service Center when you are credited with less than 40 Hours of Service in any calendar month during your reemployment in order to receive your benefit for that month. If you would receive a benefit payment for any calendar month in which you actually are credited with 40 or more Hours of Service retirement, your subsequent payments will be offset for all benefit payments mistakenly made to you.

## LOSS OF BENEFITS

The Component 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 the Company after December 31, 1988 with less than 5 Years of Employment, you are not eligible for any benefit under the Component.
2. If you die before payments of your vested benefits have begun, no benefits will be payable unless the pre-retirement surviving spouse death benefit is applicable.



3. If a “distress termination” of the Plan occurs and Plan assets are not sufficient to pay all benefit liabilities, all or part of your accrued benefit may not be payable.

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](http://www.MillimanBenefits.com)

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.