



An

# RR Donnelley

Group

# Pension Plan

Summary Plan Description

January 1, 2015

Bowne Pension Plan

Moore Wallace Component

Cardinal Brands Benefit

Bowne Pension Plan (the “Plan”)

Part A (of Parts A and B) of the  
Summary Plan Description for the  
**Cardinal Brands Benefit of the Moore Wallace  
Component of the Plan**

January 1, 2015

If you are a participant in the Cardinal Brands 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

## **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 employee groups previously covered by the Cardinal Brands Benefit of the Retirement Income Plan of Moore Wallace North America, Inc. prior to any mergers are now covered by the Cardinal Brands Benefit of 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 Cardinal Brands Benefit of the Retirement Income Plan of Moore Wallace North America, Inc.**

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## INTRODUCTION

This **Part A** of the Summary Plan Description (“SPD”) for the “Cardinal Brands Benefit” described below 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 Cardinal Brands 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](http://rrdspdxpress.com).

### **History of Cardinal Brands Benefit**

The Retirement Plan for Employees at Cardinal Brands, Inc. (the “Cardinal Brands Plan”) was originally effective April 1, 1959.

Effective January 31, 2008, the Cardinal Brands Plan was frozen and any compensation you receive or service you perform after that date is not used to increase your benefit under the benefit formula of the Cardinal Brands Plan (the “Cardinal Brands Benefit”).

Effective April 1, 2008, the Cardinal Brands Plan merged into the Retirement Income Plan of Moore Wallace North America, Inc. (the “Moore Wallace Plan”), which was maintained by Moore Wallace North America, Inc. After that date, the Moore Wallace Plan governed your Cardinal Brands Benefit (previously accrued before January 31, 2008 under the Cardinal Brands Plan) and any subsequent additional benefit you may have accrued under the Moore Wallace Plan.

### **Recent Plan Mergers**

At various times prior to 2014, R. R. Donnelley & Sons Company (“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) (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 Moore Wallace Plan, including your Cardinal Brands Benefit, 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 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 Cardinal Brands Benefit they accrued under the Cardinal Brands Plan before further accruals under that plan ceased (were “frozen”) effective January 31, 2008 and before that plan was merged into the Moore Wallace Plan effective April 1, 2008.

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 Cardinal Brands Benefit of the Moore Wallace Component of the Bowne Pension Plan and contains information specific to the participants in the Moore Wallace Component who have accrued a Cardinal Brands Benefit, such as who is eligible for that benefit, how that benefit is calculated, when a participant 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 of 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. See the last page of this Part A for information on how to contact the Pension Service Center.

This Part A of the SPD only addresses the amount, time of payment, and payment forms of the Cardinal Brands Benefit (previously accrued before January 31, 2008). You should refer to Part A of the SPD for the Moore Wallace Component (other than for the

Cardinal Brands Benefit) with respect to the amount, time of payment, and payment forms of any subsequent additional benefit you may have accrued under the Moore Wallace Component.

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 Cardinal Brands Benefit. However, it does not include every detail of the Moore Wallace Component pertaining to the Cardinal Brands 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.

## PLAN PARTICIPATION

### Eligible Employees

Any employee of Cardinal Brands, Inc. also considered an Eligible Employee entered the Cardinal Brands Plan as a Participant on the Entry Date as of which he or she satisfied the eligibility requirements described below in *General Eligibility Requirements*.

All persons who were employees of Cardinal Brands, Inc. were considered Eligible Employees except for the following ineligible classes of employees: (1) Any Employee whose employment was governed by the terms of a collective bargaining agreement in which retirement benefits were the subject of good faith bargaining unless the agreement expressly provided for his or her inclusion in the Cardinal Brands Plan; (2) Any person who was considered a “leased employee” under IRS rules and was not covered under a certain type of money purchase pension plan sponsored by the leasing organization; and (3) **any person who was not credited with a Year of Service for eligibility as of December 31, 2001.**

In addition, you were not an Eligible Employee if you were considered to be an independent contractor on your date of hire or on the day you would have entered the Cardinal Brands Plan as a Participant had you been an Employee, whether or not you were later determined by a court or governmental agency to be or to have been an Employee.

You were also not considered an Eligible Employee if you were an employee who was leased to us.

### General Eligibility Requirements

If you were a Participant on March 31, 2002 and you continued to be an Eligible Employee, you continued to participate in the Cardinal Brands Plan. Otherwise, you entered the Cardinal Brands Plan as a Participant on the applicable entry date described below upon reaching age 21 and completing 1 Year of Service (although the Year of Service is required to have been completed by December 31, 2001). In determining eligibility and the applicable entry date, you were

deemed to have completed a Year of Service on the last day of the applicable eligibility computation period during which you were credited with the required Hours of Service. See the section *Service Rules* for an explanation of how eligibility computation periods and Years of Service for eligibility were determined. Note however that if you were not a Participant prior to the Cardinal Brands Plan's merger with the Moore Wallace Plan on April 1, 2008, you should refer to the Moore Wallace Component Summary Plan Description as to eligibility requirements (because you are not eligible for a Cardinal Brands Benefit).

### **Entry Date**

If you were an Eligible Employee you entered the Cardinal Brands Plan as a Participant on the first day of the month which coincided with or next followed the date on which you first satisfied the above eligibility requirements.

### **Participation by Employees Whose Status Changes**

If you were not considered an Eligible Employee but later became one, you participated in the Cardinal Brands Plan immediately if you satisfied the above requirements. If you were a Participant and later became a member of an ineligible class, your Cardinal Brands Plan participation was suspended (although your vested interest percentage continued to increase); and you will be entitled to an Accrued Retirement Benefit for the Plan Year only to the extent of Hours of Service completed while you were an Eligible Employee. Upon returning to an eligible class of Employees, you immediately participated again in the Cardinal Brands Plan.

### **Participant upon Re-employment**

If you terminated employment and were subsequently re-employed by us or an affiliated employer, then your Years of Service for purposes of eligibility (as well as the time you entered or re-entered the Cardinal Brands Plan as a Participant) were determined by the *Service Rules* described below.

## **SERVICE RULES**

### **Service Definitions**

Service for all purposes is determined by the term *Years of Service*, which is a 12-month computation period during which you complete a certain number of Hours of Service with us or with an affiliated employer, or any direct predecessor business entity thereof which was or would have been considered a part of the same group of affiliated employers with us.

- (1) **Year of Service:** For eligibility purposes, you received credit for a Year of Service if you completed 1,000 Hours of Service with us or an affiliated employer within a 12-consecutive month eligibility computation period. Your initial eligibility computation period began on your employment commencement date. The second eligibility computation period began on the first day of the Plan Year which began prior to the first anniversary of your employment commencement date.

You received credit for a Year of Service for determining Accrued Retirement Benefits (called Years of Benefit Service as further described below) if you completed 1,000 Hours of Service with us within a 12-consecutive month computation period. The 12-consecutive month computation period for purposes of determining Years of Service and Accrued Retirement Benefits was the Plan Year. If you worked for any affiliated employer which did not adopt this Cardinal Brands Plan, Years of Benefit Service for determining Accrued Retirement Benefits excluded any period while you were employed with such affiliated employer. Also, periods while employed as a member of any job

classification of employees who were ineligible for the Cardinal Brands Plan were not counted as Years of Benefit Service for determining your Accrued Retirement Benefits.

You receive credit for a Year of Service for vesting and all purposes other than eligibility and Accrued Retirement Benefits if you complete 1,000 Hours of Service with us or an affiliated employer within a 12-consecutive month computation period. The 12-consecutive month computation period for determining vesting and all purposes other than eligibility and Accrued Retirement Benefits is the Plan Year.

Upon the merger of the Cardinal Brands Plan into the Moore Wallace Plan on April 1, 2008, the Plan Year changed from a period ending each March 31 to a period ending each December 31. As a result, you receive credit for one Year of Service for vesting if you completed 1,000 Hours of Service during the period from April 1, 2007 through March 31, 2008. You receive credit for one Year of Service for vesting if you completed at least 750 Hours of Service during the period from April 1, 2008 to December 31, 2008. You receive credit for one Year of Service for each calendar year 2009 and later during which you completed 1,000 Hours of Service. The number of Years of Service for which you receive credit between April 1, 2008 and December 31, 2009, will not be less than the Years of Service for which you would have received credit if you had been required to complete 1,000 Hours of Service during the period from April 1, 2008 through March 31, 2009 and the period from January 1, 2009 through December 31, 2009.

- (2) **Hour of Service:** In determining your Years of Service, an Hour of Service is any hour for which you have a right to be paid by us or by any adopting Employer, including hours you are paid for vacation, holidays, illness, back pay and maternity leave.
- (3) **Break in Service:** You will incur a Break in Service if you fail to perform more than 500 Hours of Service during any 12-consecutive month computation period, in which event your participation in the Plan will cease.

### **Termination and Return to Employment**

If you terminate and return to employment with us before a Break in Service, your Years of Service and participation will not be deemed interrupted. If you return after a Break in Service, the period of your Break in Service will not be counted but your prior Years of Service will be counted (and if you were a Participant your participation will be reinstated) upon your re-employment with us, subject to the rules described in the next paragraph.

In determining your eligibility to participate, your prior Years of Service are not counted if you did not have a vested interest in your Accrued Retirement Benefit and if the number of your consecutive Breaks in Service equals or exceeds the greater of five or the aggregate number of Years of Service. For vesting purposes and Accrued Retirement Benefits and for all purposes other than eligibility, if you had five or more Breaks in Service your prior Years of Service are not counted if you did not have a vested interest in your Accrued Retirement Benefit before incurring the five or more Breaks in Service, and the number of your consecutive Breaks in Service equals or exceeds the aggregate number of Years of Service before such period.

### **Credit for Service with Other Employers**

Your Service counts if completed with us or with an adopting Employer, or with any direct business predecessor that was or that would have been considered a part of the same group of affiliated employers with us or another adopting Employer. Also, Service with Adams Business

Forms, Inc. is counted for all purposes of the Cardinal Brands Benefit. The Internal Revenue Service may limit credit with a prior employer to five years.

#### **Termination and Return to Employment After March 31, 2008**

If you terminate and return to employment with us before satisfying the 5-year vesting requirement and before incurring five consecutive Breaks in Service after March 31, 2008, your prior Years of Service and Years of Benefit Service will not be disregarded. You will continue to receive additional Years of Service after you return to employment for purposes of satisfying the 5-year vesting requirement.

**Your Years of Benefit Service used to calculate your Cardinal Brands Benefit are frozen as of the earlier of (a) your date of termination or (b) January 31, 2008.**

## **ACCRUED RETIREMENT BENEFIT AMOUNT**

#### **Normal Retirement Age and Normal Retirement Date**

You may retire on your Normal Retirement Age, which is the date you attain age 65. There is no mandatory retirement age. After retiring at your Normal Retirement Age, you may begin receiving your retirement benefits as described below on your Normal Retirement Date, which is the first day of the month coinciding with or next following the date you reach Normal Retirement Age.

#### **Accrued Retirement Benefit**

The annual retirement benefit you are entitled to receive at Normal Retirement Age is called your Accrued Retirement Benefit. All Cardinal Brands Benefits, including your retirement benefit and benefits payable upon death or disability, if any, or on account of termination of employment with us, are based on the amount of your Accrued Retirement Benefit unless otherwise stated. Your monthly retirement benefit is 1/12th of your annual Accrued Retirement Benefit. The amount of your annual Accrued Retirement Benefit payable at your Normal Retirement Date is based on the benefit formula described in the paragraph titled *Benefit Formula*.

#### **Benefit Formula**

The formula for determining your Accrued Retirement Benefit is 1.3% of your Average Compensation multiplied by your Years of Benefit Service as a Participant between April 1, 1989 and January 31, 2008.

#### **Maximum Permissible Benefit**

Under Internal Revenue Code Section 415 and IRS rules, your Accrued Retirement Benefit cannot exceed certain limits. In general, effective for the Plan Year which begins on or after December 31, 2001, your Accrued Retirement Benefit beginning at any time from age 62 to age 65 cannot exceed the actuarial equivalent of an annual life annuity equal to or lesser of (1) 100% of your highest consecutive 3-year average annual compensation, reduced if you have not completed at least 10 Years of Benefit Service; or (2) maximum dollar benefit limit under Code Section 415 (\$210,000 for 2015, adjusted in the future by the IRS for cost-of-living increases), reduced if you have not completed at least 10 Years of Benefit Service as a Participant. The maximum dollar benefit limit will be further reduced if you receive your benefit before age 62, and it will be increased if you receive your benefit after age 65.

#### **Years of Benefit Service**

Years of Benefit Service means Years of Service with an Employer which adopted the Cardinal Brands Plan, excluding periods while employed as a member of a class of Employees who are

ineligible for Cardinal Brands Plan participation and employment with an affiliated employer which has not adopted the Cardinal Brands Plan. Years of Benefit Service also excludes periods during which you are not a Participant.

**You will not receive any additional Years of Benefit Service after January 31, 2008.**

#### **Definition of Compensation**

The term Compensation means Form W-2 Compensation that is actually paid to you in gross income during the Plan Year. Compensation for a partial year is counted (without annualization) if you completed or were entitled to credit for completing a Year of Benefit Service as a Participant which includes such period. Amounts earned prior to the actual date as of which you initially become a Participant are not included in determining Compensation.

Notwithstanding the preceding paragraph, any amount which is received by you under the following circumstances is not considered Compensation for purposes of the Cardinal Brands Benefit:

- (1) Any amount received which is in excess of \$225,000 annually.
- (2) **Any compensation you receive after January 31, 2008, will not be taken into account for any purpose of the Cardinal Brands Benefit.**

#### **Average Compensation**

The term Average Compensation means the annual average of your Compensation averaged over the Plan Years ending in the current Plan Year or in any prior Plan Year during which you completed or were entitled to credit for completing a Year of Benefit Service as a Participant, ending at the earlier of (a) the date you ceased to be an active Participant in the Cardinal Brands Plan, (b) the last day you qualify for a Year of Benefit Service as a Participant, (c) your Normal Retirement Date (or actual retirement date if Compensation is counted beyond such date as determined for Late Retirement benefits below), or (d) **January 31, 2008**.

#### **Actuarial Equivalent**

An alternative benefit you are entitled to receive may sometimes be referred to as the Actuarial Equivalent of a certain benefit. This means that the value of the benefit you are receiving is equal in value to another form of benefit on the date payment of the benefit begins, based on interest rates and mortality tables which are stipulated in the Moore Wallace Component and/or mandated by the IRS.

#### **Late Retirement Benefit**

If you continue employment with us after Normal Retirement Age, the commencement of your benefit will be postponed until your actual retirement. The benefit to which you will be entitled when you do retire will be the greater of (1) the Accrued Retirement Benefit you are entitled to receive based on your Average Compensation and Years of Benefit Service as a Participant at your actual retirement, or (2) the Actuarial Equivalent as of your actual retirement age of your Accrued Retirement Benefit originally determined on your Normal Retirement Age.

**However, in no event will Average Compensation or Years of Benefit Service include compensation or employment for periods after January 31, 2008.**

## FORMS OF BENEFIT DISTRIBUTION

### **Lump Sum Amounts of \$5,000 or Less**

If the lump sum Actuarial Equivalent value of the total of your Vested Accrued Retirement Benefit and any other benefit under the Moore Wallace Component (accrued since April 1, 2008 under the Moore Wallace benefit formula), plus any other benefit under any other component of the Plan, does not exceed \$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. If the amount of that lump sum payment 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 (IRA) account established for your benefit.

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) or by mail at the following address: 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.

### **Normal Form of Retirement Benefit**

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

- **If you are not married.** If you are not married, the normal form of payment is the life annuity. Under this form, you receive monthly payments until you die. This also means that if you die before or after starting your pension benefit, no benefit is paid to a survivor.
- **If you are married.** If you are married, the normal form of payment is the 50% qualified joint and survivor annuity. Under this form, you receive monthly payments for as long as you live with a survivor benefit payable after your death for the life of your spouse which is equal to 50% of the monthly payment payable during your life. If your spouse dies after you start receiving your pension benefit, no further benefits will be payable upon your death.

### **Optional Forms of Distribution**

If you do not want to receive your pension benefit in the normal form of payment, you may choose an Optional Form of Distribution. These Optional Forms of Distribution are Actuarial Equivalents of the amount of your Vested Accrued Retirement Benefit which would have been payable as a life annuity or a 50% qualified joint and survivor annuity. The Optional Forms of Distribution are summarized as follows:

- **Life annuity.** If you are married and do not wish to be paid under the 50% qualified joint and survivor annuity, you can choose to be paid as if you were not married. Upon your death, this form would pay no additional benefits to your surviving spouse. If you elect this form of payment, your spouse must give his or her written consent in the presence of a notary public.

- **Joint and survivor annuity.** Under this form of payment, your monthly benefit is reduced so that payments can continue to the beneficiary of your choice when you die. You choose what percentage of your monthly benefit you want to have paid to your beneficiary upon your death – 50%, 75%, or 100%. The greater the percentage that you select for your beneficiary to receive, the smaller your monthly pension benefit amount will be. If your beneficiary dies after you start your pension benefit, no alternative beneficiary may be named. If you are married and you elect this form of payment, your spouse must give his or her written consent in the presence of a notary public, unless you designate your spouse as your beneficiary.
- **Life annuity period certain.** Under this form of payment, you select either a 60 or 120 month period certain prior to the start of your pension benefit. You receive monthly payments until you die. These payments will continue to be paid after your death to your beneficiary if you die before the end of the 60 or 120 month period certain you selected for the remainder of such 60 or 120 month period certain. If you are married and you elect this form of payment, your spouse must give his or her written consent in the presence of a notary public to both this form of distribution and the beneficiary you designate.

You may designate a person as your beneficiary under the 50%, 75%, and 100% joint and survivor annuities and the life annuity period certain forms of distribution. Your spouse must consent to any beneficiary designation thereunder other than a 50%, 75%, or 100% joint and survivor annuity in which you designate your spouse as your beneficiary. If a beneficiary designation form is not attached to this Summary, you may obtain a copy from the Pension Service Center. You should consult with your attorney or tax adviser regarding the naming of beneficiaries.

#### **Forms of Benefit Distribution at Normal or Late Retirement**

Except as described above, all forms of benefit are subject to spousal consent if you are married. Upon retirement at Normal Retirement Date or Late Retirement Date, you may receive your benefit as a Normal Form of Retirement Benefit. In addition, the Optional Forms of Distribution described above are available for benefits which begin at Normal Retirement Date or Late Retirement Date.

#### **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.

## **OTHER PLAN BENEFITS**

#### **Early Retirement Benefit**

The term Early Retirement Age means the first day of any month coinciding with or following the date you attain age 55.

Upon reaching Early Retirement Age, you may retire and elect to receive your Accrued Retirement Benefit beginning on your Normal Retirement Date, or you may elect at any time prior to your Normal Retirement Date to receive an amount equal to your Accrued Retirement Benefit reduced in accordance with the attached table, for each year and month prior to Normal Retirement Date that distribution of the benefit begins.

Upon retirement at Early Retirement Date, you may receive your benefit as a Normal Form of Retirement Benefit or under any Optional Form of Distribution which is available for Normal or Late Retirement.

If you defer commencement of your retirement benefit to your Normal or Late Retirement Date, any Optional Form of Distribution is available as though you had retired on that date.

### **Death Benefits**

- (1) **Death prior to distribution of your Vested Accrued Retirement Benefit:** If you die before distribution of your Vested Accrued Benefit begins, and if you are married on the date of your death, your surviving spouse is entitled to a death benefit beginning at what would have been your Normal Retirement Date based on a *qualified joint and survivor annuity* payable for your spouse's life. The amount of the annuity payable to your spouse will be 50% of the benefit you would have received (based on your Vested Accrued Retirement Benefit as of the date of your death) had you retired on your Normal Retirement Date and commenced your retirement benefit as a 50% joint and survivor annuity with your spouse as the survivor annuitant.

However, if you elect to start to receive your payments in the form of a 75% or 100% joint and survivor annuity with your spouse or domestic partner as the joint annuitant and you die before your payments begin, your spouse or domestic partner's benefit will be the 75% or 100% survivor's portion rather than the 50% survivor's portion of the qualified joint and survivor annuity described above. See the "Optional Forms of Distribution" subsection under the "Forms of Benefit Distribution" section for a description of your ability to elect a 75% or 100% joint and survivor annuity. If the present value of your surviving spouse's or domestic partner's total benefit under the Plan is \$5,000 or less, payment is made automatically in a lump sum payment to your spouse or domestic partner after your death.

If you die before distribution of your Vested Accrued Benefit begins, you are not married, and you have a domestic partner on the date of your death, your domestic partner is entitled to a death benefit in the form of an annuity. The amount of such annuity, the form of payment for such annuity, the commencement date of such annuity, and all other terms and conditions for such annuity are the same as those that would be applicable if the domestic partner were a surviving spouse, except that 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. Furthermore, the amount of the annuity is reduced by the actuarial value of any refund of mandatory contributions described in the next paragraph.

If you are not married and you do not have a domestic partner on the date of your death, no death benefit is payable from the Cardinal Brands Benefit and your Vested Accrued Retirement Benefit will be forfeited. Notwithstanding the previous sentence, if you are not married, then your beneficiary is entitled to receive a refund of your mandatory contributions that were made to the Cardinal Brands Benefit, plus interest. If you have a

domestic partner, you may instead elect that no refund be made, in which case there will not be a reduction to your domestic partner's annuity described in the preceding paragraph.

For the purpose of designating a beneficiary for any refund of your mandatory contributions as described in the preceding paragraph, if you name your domestic partner as beneficiary and subsequently such domestic partner is no longer your domestic partner, your beneficiary designation will be deemed null and void and you must complete another beneficiary designation form. In the absence of a valid written beneficiary designation form, the Cardinal Brands Benefit will deem the following as the order of beneficiaries, if living: (a) your children if living and (b) your estate. If a beneficiary designation form is not attached to this Summary, you may obtain a copy from the Pension Service Center. You should consult with your attorney or tax adviser regarding the naming of beneficiaries.

- (2) **Death after distribution of your Vested Accrued Retirement Benefit begins:** If you die after the date distribution of your Vested Accrued Retirement Benefit begins, death benefits will be limited to that which is payable under the terms of the Normal Form of Retirement Benefit or Optional Form of Benefit described in the section *Forms Of Benefit Distribution* by which your benefit already began.

#### **Disability Retirement Benefit**

If you become disabled while you are still employed by us and (1) you have attained age 50, (2) you have completed 15 Years of Service and (3) your disability continues for at least five consecutive months, you will be eligible to receive an immediate commencement of your Accrued Retirement Benefit, minus any workers compensation benefit. If you commence your disability retirement before age 55, you may only receive your benefit as a life annuity and no Optional Form of Distribution is available. Upon reaching age 55, you may elect to commence receiving your benefit in the form of any Optional Form of Distribution, provided you have obtained any required spousal consent. Your Disability Retirement Benefit will terminate upon cessation of your disability or attainment of Normal Retirement Age.

To be considered disabled, you must suffer a physical or mental condition that, in the opinion of a doctor appointed by the Administrative Fiduciary, totally and permanently prevents you from performing your specified duties. However, you will not be considered disabled if the disability is caused by (1) chronic or excessive use of intoxicants or other substances; (2) an intentionally self-inflicted injury or illness; (3) an unlawful act you commit; or (4) military service.

#### **Termination of Employment**

If you terminate employment for any reason before Normal or Early Retirement Age, or death or disability, you are entitled to your Vested Accrued Retirement Benefit. Distribution of your Vested Accrued Retirement Benefit will be made to you within a reasonable time which is administratively practicable after your Normal Retirement Date or if you request, your Early Retirement Date. If the lump sum Actuarial Equivalent value of the total of your Vested Accrued Retirement Benefit and any other benefit under the Moore Wallace Component (accrued since April 1, 2008 under the Moore Wallace benefit formula), plus any benefit under any other component of the Plan, does not exceed \$5,000 at the time your benefits are paid, that total will be distributed as a lump sum payment. If the amount of that lump sum payment 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 established for your benefit. If that total is

more than \$5,000 you will be entitled to receive your benefit as a Normal Form of Retirement Benefit or any Optional Form of Distribution.

**Vested Accrued Retirement Benefit**

Your Vested Accrued Retirement Benefit is the amount to which you will be entitled to receive at your Normal Retirement Date if you terminate employment for any reason before your Normal Retirement Date and after satisfying the 5-year vesting requirement. Your Vested Accrued Retirement Benefit will be an amount equal to the benefit you have accrued at the time of your termination or January 31, 2008, if earlier. You may elect to commence your Vested Accrued Retirement Benefit at any time after age 55 and before your Normal Retirement Date, but that benefit will be reduced because it is expected that you will receive payments over a longer period than if you began receiving them at your Normal Retirement Date.

**RETIREMENT PLAN FOR EMPLOYEES AT CARDINAL BRANDS INC.**

**EARLY RETIREMENT REDUCTION FACTORS**

| <b>Age<br/>Years</b> | <b>Months</b> | 0      | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     |
|----------------------|---------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 55                   |               | 0.3310 | 0.3340 | 0.3369 | 0.3399 | 0.3428 | 0.3458 | 0.3487 | 0.3517 | 0.3546 | 0.3578 | 0.3605 | 0.3635 |
| 56                   |               | 0.3664 | 0.3697 | 0.3731 | 0.3764 | 0.3797 | 0.3830 | 0.3864 | 0.3897 | 0.3930 | 0.3953 | 0.3997 | 0.4030 |
| 57                   |               | 0.4063 | 0.4101 | 0.4138 | 0.4176 | 0.4213 | 0.4251 | 0.4288 | 0.4326 | 0.4363 | 0.4401 | 0.4438 | 0.4478 |
| 58                   |               | 0.4513 | 0.4556 | 0.4598 | 0.4641 | 0.4683 | 0.4726 | 0.4768 | 0.4811 | 0.4853 | 0.4896 | 0.4938 | 0.4981 |
| 59                   |               | 0.5023 | 0.5071 | 0.5119 | 0.5168 | 0.5216 | 0.5264 | 0.5312 | 0.5360 | 0.5408 | 0.5457 | 0.5505 | 0.5553 |
| 60                   |               | 0.5601 | 0.5656 | 0.5711 | 0.5765 | 0.5820 | 0.5875 | 0.5930 | 0.5984 | 0.6039 | 0.6094 | 0.6149 | 0.6203 |
| 61                   |               | 0.6258 | 0.6321 | 0.6383 | 0.6446 | 0.6509 | 0.6574 | 0.6634 | 0.6697 | 0.6759 | 0.6822 | 0.6885 | 0.6947 |
| 62                   |               | 0.7010 | 0.7082 | 0.7153 | 0.7225 | 0.7297 | 0.7368 | 0.7440 | 0.7512 | 0.7583 | 0.7655 | 0.7727 | 0.7798 |
| 63                   |               | 0.7870 | 0.7952 | 0.8035 | 0.8117 | 0.8200 | 0.8282 | 0.8365 | 0.8447 | 0.8529 | 0.8612 | 0.8894 | 0.8777 |
| 64                   |               | 0.8859 | 0.8954 | 0.9049 | 0.9144 | 0.9239 | 0.9334 | 0.9430 | 0.9525 | 0.9620 | 0.9715 | 0.9810 | 0.9905 |
| 65                   |               | 1.0000 |        |        |        |        |        |        |        |        |        |        |        |

**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 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.