

# Summary of Material Modifications

for the

## RR Donnelley Savings Plan

Plan Sponsor Name (and FEIN): R. R. Donnelley & Sons Company (36-1004130)

June 2016

This Summary of Material Modifications (“SMM”) describes changes to the Summary Plan Description (“SPD”) previously distributed to you for the RR Donnelley Savings Plan (Plan Number 003 of R. R. Donnelley & Sons Company) (the “Plan”), and all other prior communications related to the subject matter of this SMM, to the extent inconsistent with this SMM. If you need another copy of the Summary Plan Description, copies can be reviewed or obtained at the [www.empower-retirement.com/participant](http://www.empower-retirement.com/participant) website or by calling Empower Retirement at 1-844-243-4773. If you have any questions about the changes described in this summary, please call Empower Retirement. When calling Empower Retirement, you will need your password. This Summary of Material Modifications does not discuss every change to the plan but focuses on certain material modifications that may affect you.

### **Changes to the Summary Plan Description**

(1) As previously communicated, the Company Stock Fund and TRASOP Fund have been eliminated, therefore all references to them in the SPD are hereby removed.

(2) In the “LOANS, WITHDRAWALS AND DISTRIBUTIONS” section, “IN-SERVICE WITHDRAWALS” subsection, “After-Tax, Rollover, Roth Rollover and Fund B Account Withdrawals” sub-subsection, the first bullet point is revised to read as:

After-tax account withdrawals are not subject to income tax. However, you are required to pay income tax on the earnings since they have never been taxed.

(3) In the “LOANS, WITHDRAWALS AND DISTRIBUTIONS” section, “IN-SERVICE WITHDRAWALS” subsection, “Pre-tax, Roth 401(k), Matching and QNEC Account Withdrawals after Age 59½” sub-subsection, the final sentence is removed in its entirety.

(4) In the “LOANS, WITHDRAWALS AND DISTRIBUTIONS” section, “IN-SERVICE WITHDRAWALS” subsection, “Financial Hardship Withdrawals” sub-subsection, the final sentence is removed in its entirety.

(5) In the “LOANS, WITHDRAWALS AND DISTRIBUTIONS” section, “DISTRIBUTIONS FOLLOWING TERMINATION OF EMPLOYMENT” subsection, “Forms of Distribution” sub-subsection, the second sentence of the third bullet point is revised to read as:

You can choose to receive installment payments over a period of 2 to 30 years, paid monthly, quarterly, semi-annually or annually.

(6) In the “LOANS, WITHDRAWALS AND DISTRIBUTIONS” section, “DISTRIBUTIONS FOLLOWING TERMINATION OF EMPLOYMENT” subsection, “Forms of Distribution” sub-subsection, the second sentence of the fourth bullet point is revised to read as:

You can choose the amount of each installment payment and the frequency that you will receive them (i.e., monthly, quarterly, semi-annually or annually).

(7) In the “LOANS, WITHDRAWALS AND DISTRIBUTIONS” section, “IF YOU DIE” subsection, the first paragraph is revised to read as:

If you die while you have an account balance, your beneficiary(ies) will receive a distribution of your vested account balance no later than the fifth anniversary of the date of your death, unless your spouse is your sole beneficiary or is your sole beneficiary with respect to a separate account as described in the next paragraph. If your spouse is your sole beneficiary or is your sole beneficiary with regard to such a separate account, the distribution of your spouse’s benefit commences no later than December 31 of the year after the year in which you die or the year which you would have attained age 70 ½, whichever is later, and payments will be made over your spouse’s actuarially determined life expectancy, unless he or she elects to receive a distribution sooner or more rapidly.

(8) In the “LOANS, WITHDRAWALS AND DISTRIBUTIONS” section, “IF YOU DIE” subsection, the following paragraph is added after the first paragraph:

If you have two or more beneficiaries and one of them is your spouse, your account can after your death be divided into one separate account for the benefit of your surviving spouse and one account for the benefit of all other beneficiaries if your spouse provides to the Administrator not later than June 30 of the calendar year following the year of your death the following items:

- Written notice of your death,
- The identity of all of your beneficiaries with regard to your Plan benefit, and
- Any other information the Administrator requires for establishing such accounts.

(9) In the “SITUATIONS AFFECTING YOUR BENEFITS” section, the following subsection is added after the “QUALIFIED DOMESTIC RELATIONS ORDERS” subsection:

**Repayments and Offsets of Overpayment of Benefits**

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

(10) In the “INQUIRIES, CLAIMS AND APPEALS PROCEDURES” section, “PROCEDURE FOR FILING A CLAIM” subsection, the following sentence is added after the first sentence:

Any claim must be delivered to the Claims Fiduciary no later than the earlier of (i) twelve months after your initial payment date; and (ii) twenty-four months after your termination of employment or, in the case of a death benefit provided to your spouse, twenty-four months after the earliest date on which such benefit could be distributed under the terms of the Plan.

(11) In the “ADMINISTRATIVE AND CONTACT INFORMATION” section, the subsection entitled “PLAN SPONSOR” is revised to read as:

R. R. Donnelley & Sons Company  
35 West Wacker Drive  
Chicago, IL 60601  
(312) 326-8000

(12) In the “ADMINISTRATIVE AND CONTACT INFORMATION” section, the subsection entitled “AGENT FOR SERVICE OF LEGAL PROCESS” is revised to read as:

Corporate Secretary  
R. R. Donnelley & Sons Company  
35 West Wacker Drive  
Chicago, IL 60601  
(312) 326-8000

Legal process also may be served on the Administrator and/or the trustee.

(13) In the “ADMINISTRATIVE AND CONTACT INFORMATION” section, the subsection entitled “ADMINISTRATOR” is revised to read as:

Administrator for the RR Donnelley Savings Plan  
c/o Director, Retirement Plans  
RR Donnelley  
35 West Wacker Drive, 37th floor  
Chicago, IL 60601  
(312) 326-8000

(14) In the “ADMINISTRATIVE AND CONTACT INFORMATION” section, the subsection entitled “APPEALS FIDUCIARY” is revised to read as:

Appeals Fiduciary of the RR Donnelley Savings Plan  
c/o Director, Retirement Plans  
RR Donnelley  
35 West Wacker Drive  
Chicago, IL 60601  
(312) 326-8000

(15) In the “ADMINISTRATIVE AND CONTACT INFORMATION” section, the subsection entitled “CLAIMS FIDUCIARY” is revised to read as:

Claims Fiduciary of the RR Donnelley Savings Plan  
c/o Director, Retirement Plans  
RR Donnelley  
35 West Wacker Drive  
Chicago, IL 60601  
(312) 326-8000