



An

RR Donnelley

Group

Pension Plan

Summary Plan Description

January 1, 2015

Bowne Pension Plan

All Components (Part B)

Bowne Pension Plan (the “Plan”)

Part B (of Parts A and B) of Summary Plan Description for All Components of the Plan (Except for the R.R. Donnelley Printing Companies Component)

January 1, 2015

If you are a member in the Plan, other than in the R.R. Donnelley Printing Companies Component, **this Part B** of the Summary Plan Description, together with **Part A** of the Summary Plan Description for the Component or Benefit in which you participate, constitute your Summary Plan Description for that Component or Benefit. Members in the Plan are participants in one or more of the following Components or Benefits of the Plan:

- RR Donnelley Component
- R.R. 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 Banta Corporation Employees Pension Plan prior to any mergers are now covered by the Banta Employees 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.**

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Introduction

This Part B of the Summary Plan Description (SPD) for the Bowne Pension Plan (the “Pension Plan” or the “Plan”), together with the **Part A** of the SPD for the Component of the Bowne Pension Plan in which you participate, or for the Cardinal Brands Benefit or the Check Printers Benefit of the Moore Wallace Component in which you participate, constitutes your SPD for that Component or Benefit. One exception is that if you are a participant in the R.R. Donnelley Printing Companies Component, you have a separate SPD. If you do not have a copy of Part A of the SPD for the Component or Benefit in which you participate, or if you are a participant in the R.R. Donnelley Printing Companies Component and do not have a copy of the separate SPD for that Component, contact the RR Donnelley Pension Service Center at 1-866-767-1212 or visit rrdspdxpress.com.

Recent Plan Mergers

At various times prior to 2014, R. R. Donnelley & Sons Company (“Donnelley”), other members of the Donnelley Controlled Group of Companies and Bowne & Co., Inc. (now renamed RR Donnelley Financial, Inc. after being acquired by Donnelley in 2010), maintained the following seven pension plans (among others) for various employee groups of the Donnelley Controlled Group of Companies and Bowne & Co., Inc.:

	<u>Plan Name</u>	<u>Plan Sponsor Name and Federal Employer Identification Number</u>	<u>Plan Number</u>
1.	Retirement Benefit Plan of R.R. Donnelley & Sons Company	R. R. Donnelley & Sons Company (36-1004130)	001 of R. R. Donnelley & Sons Company
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)	R. R. Donnelley & Sons Company (36-1004130)	007 of R. R. Donnelley & Sons Company
3.	Haddon Craftsmen, Inc. Retirement Plan	R. R. Donnelley & Sons Company (36-1004130)	006 of R. R. Donnelley & Sons Company
4.	Banta Corporation Employees Pension Plan	Banta Corporation (39-0148550)	002 of Banta Corporation
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)	Banta Corporation (39-0148550)	001 of Banta Corporation
6.	Retirement Income Plan of Moore Wallace North America, Inc.	Moore Wallace North America, Inc. (16-0331690)	001 of Moore Wallace North America, Inc.
7.	Bowne Pension Plan	Bowne & Co., Inc. (now renamed RR Donnelley Financial, Inc.) (13-2618477)	001 of Bowne & Co., Inc. (now renamed RR Donnelley Financial, Inc.)

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”). 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 plan resulting from these mergers (the “Pension Plan” or the “Plan”) continues to be called the Bowne Pension Plan and continues to have the same Plan Sponsor and Plan Number indicated above for that plan, *i.e.*, the Plan Sponsor is RR Donnelley Financial, Inc. (13-2618477) (the “Company”) and the Plan Number is 001. The Plan Sponsor has been part of the Donnelley Controlled Group of Companies since it was acquired by Donnelley during 2010.

The resulting 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. Each Component continues to cover the employee group or groups that were previously covered by its prior plan, as follows:

<u>Component Name</u>	<u>Prior Plan</u>
1. RR Donnelley Component	Retirement Benefit Plan of R.R. Donnelley & Sons Company
2. R.R. Donnelley Printing Companies Component	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 Component	Haddon Craftsmen, Inc. Retirement Plan
4. Banta Employees Component	Banta Corporation Employees Pension Plan
5. Banta Book Group Component	Book Group Component of the Banta Hourly Pension Plan
6. Banta Danbury Component	Danbury Component of the Banta Hourly Pension Plan
7. Banta Specialty Converting Component	Specialty Converting Component of the Banta Hourly Pension Plan
8. Moore Wallace Component	Retirement Income Plan of Moore Wallace North America, Inc.
9. Bowne Component	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.

Your Summary Plan Description

This Part B of the SPD for the Plan contains information about the Plan that is consistent for all of the Components of the Plan (other than the R.R. Donnelley Printing Companies Component) 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.

Information that is different for each Component, such as who is eligible to participate in a Component, how that Component's benefit is calculated, when a participant in that Component can start receiving his benefit, and the different payment forms for that benefit, is included in **Part A** of the SPD for that Component or for the Cardinal Brands Benefit or the Check Printers Benefit of the Moore Wallace Component. Part A of the SPD for the Component or Benefit in which you participate is provided to you along with this Part B. Please refer to Part A of the SPD for your Component or Benefit for that information. As mentioned earlier, if you are a participant in the R.R. Donnelley Printing Companies Component, you should have a separate SPD for that Component and this Part B does not apply to that Component.

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

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 Plan benefit. However, it does not include every detail of the Plan. In the event that there is any discrepancy between your SPD and the Plan document, the actual Plan document always governs.

In addition, nothing in your SPD should be interpreted as an employment contract, nor does your SPD create an entitlement to any benefit from the Company or your employer. Part A and Part B of your SPD merely describe certain pension benefits offered to eligible employees as of dates of those SPD parts. The Company reserves the right to change or terminate the Plan at any time.

Applying for Benefits

General Information

Call the Pension Service Center within 45 to 90 days before you want to start receiving your pension benefit. After you call, you will receive a letter and all the necessary information and forms that need to be completed to apply for your pension benefit. Be sure to return your completed forms within the time frame stated in the letter. As indicated on the forms, you will need to obtain notarization of certain signatures.

If you terminate employment and you do not call the Pension Service Center, you will receive a letter within five to six months after your termination date. The letter will indicate the amount of your pension benefit and when you can start to receive it.

When you receive your pension benefit depends on:

- The form of payment that you elect (a lump sum, if available, or monthly payments);
- How quickly you return your completed paperwork; and
- How much time has elapsed since you separated from your employer.

Your termination must have been processed by Human Resources before your payment can begin. This means that if your last day is near the end of the month, your payment may not be processed on the first day of the following month.

If you elect to receive a monthly payment, the Pension Service Center must receive your completed paperwork by the 10th of the month prior to the month in which you want to receive your monthly payment.

To show how this works for an active employee, let's assume that you are retiring at the end of June and elected to have your payments begin on July 1st. The Pension Service Center must receive your completed paperwork and have your termination date on file by July 10th for your benefit to begin in August. Your first payment on August 1st would be a double payment to include the July 1st payment.

If the Pension Service Center receives your completed paperwork between June 11th and June 15th, your benefit begins in July. However, you receive your initial payment in August. Your initial payment is a double payment and includes a retroactive adjustment for the month of July.

If the Pension Service Center receives your completed paperwork and/or termination date after July 10th, your benefit begins and you receive your initial payment in September (with retroactive payments for July and August).

If you elect to receive a lump-sum payment, if available, you can generally receive your lump sum within 60 days after your separation or any time after that. The Pension Service Center must have a termination date on file before your lump sum can be paid.

If the Pension Service Center cannot honor your request for benefit payment or if you disagree with the Pension Service Center's determination of your benefit amounts or options, you may request an administrative review or make a formal claim as explained in the "Inquiries, Claims and Appeals Procedures" section.

About Taxes

When the Plan pays your benefit, all of the benefit is considered taxable as ordinary income in the year in which you receive it, except that any portion of your benefit payment that is due any contributions you made to the plan (applicable under certain Components of the Plan) is not considered taxable. The information in this section pertains to the taxable portion of your benefit.

Tax Withholding

Federal tax law has specific tax withholding requirements. Withholding is an advance payment on income taxes that you may owe as a result of a plan payment to you.

- **Lump Sum Benefit:** If you elect to receive your pension benefit in the form of a lump-sum payment, if available, the Plan is required to withhold 20% of the taxable portion of your payment for federal income tax purposes, unless you elect a direct rollover to:
 - Another employer's qualified plan (if permitted by the other plan);
 - A traditional IRA;
 - A Roth IRA;
 - A 403(b) plan; or
 - A governmental 457 plan.

Special rules apply if you are over age 70½. You will receive more information at the time you request a payment from the Plan.

- **Monthly Benefit:** If you elect to receive your pension benefit in the form of a monthly payment, the Plan withholds taxes from each payment (unless you waive the withholding). The amount the Plan withholds is based on what would be withheld if you claimed "married with three allowances" (unless you specifically request otherwise in writing).

Special rules apply if you are over age 70½. You will receive more information at the time you request a payment from the Plan.

10% Additional Tax

If you are younger than age 59½, you receive a lump-sum payment, if available, and you do not roll it over, you may be required to pay an additional 10% tax on the taxable portion of that plan payment. The 10% additional tax does not apply if you terminate employment after attaining age 55 and satisfy the Plan's requirements for early retirement.

This 10% tax is in addition to the regular income taxes you owe on the distribution.

If you leave your employer, you can defer regular income tax and avoid the 10% additional tax on the rollover-eligible distribution if you roll over the amount into:

- Another employer's qualified plan (if permitted by the other plan);
- A traditional IRA;
- A Roth IRA;
- A 403(b) plan; or
- A governmental 457 plan.

You may also choose to delay payment from the Plan until after age 59½ and avoid the 10% additional tax.

Getting Advice

Tax laws affect different people in different ways. Tax laws also change from time to time. Please consult with a tax advisor before you make any final decisions concerning the form of payment that you select for your pension benefit. Both the timing and the form of payment can impact taxes.

Situations Affecting Your Benefits

General Information

The Plan is meant to provide you with a source of income during retirement. However, some situations may affect if and when your benefits are paid. Some of these situations include:

- Leaving employment before you are fully vested. In this case, you may be entitled to only a portion of your benefits from the Plan. However, if you made contributions to the Plan, you are entitled to a return of your own contributions with interest (as is explained in your Component SPD, if applicable).
- Failing to contact the Pension Service Center within the proper time frame prior to the date you wish to receive benefits. If you do not contact the Pension Service Center within 45 to 90 days before the day you want to start receiving benefits, payments may be delayed.
- Not keeping your current address on file. If you cannot be located, benefit payments may be delayed or a check may be mailed to an incorrect address on file.
- Choosing to receive pension payments early (between ages 55 and 65, or earlier in some circumstances under some Components). In this case, your benefit is reduced.

Assignment of Benefits

Your pension benefits belong to you and may not be sold, assigned, transferred, pledged, or garnished under most circumstances.

If you become divorced or required to provide child support, a court order could require that part of your benefit be paid to your spouse, to your children, or to a legal guardian. This is known as a “Qualified Domestic Relations Order (QDRO).” QDROs affecting the Plan are administered pursuant to written QDRO procedures. To obtain a copy of these procedures, as well as a copy of the model QDRO prepared for this purpose, please visit www.MillimanBenefits.com or send a written request to the Pension Service Center at:

RR Donnelley Pension Service Center
3800 American Blvd. West
Suite 400
Minneapolis, Minnesota 55431

If the Plan Becomes “Top-Heavy”

A “top-heavy” plan is one in which the current value of benefits for “key employees” (as defined by law) exceeds 60% of the total value of all benefits under the Plan. If the Plan were to become top-heavy, special benefit accrual and vesting rules would apply to non-key employees. In the unlikely event that the Plan becomes top-heavy, you will be notified.

If the Plan's Funding Level Falls Below Certain Percentages

Federal law limits the ability of the Plan to pay certain forms of benefits when the Plan's target funding levels fall below specified percentages. These restrictions affect the form of benefits payable under the Plan and future benefit accruals and do not affect the value of your already accrued pension benefit. If these restrictions become effective, the Plan will continue to automatically make lump sum distributions to any participant whose vested benefit has a lump sum value of \$5,000 or less. If these restrictions become effective and you elect a lump sum distribution of your pension benefit, if available, you generally will be permitted to receive only 50% of your pension benefit in a lump sum payment and you must make a second distribution election from among the forms available under the Plan for the remaining 50% of your pension benefit. If the Plan's target funding levels fall further, you will not be able to receive a lump sum payment and you must make an election from among the other forms available under the Plan for your pension benefit. In addition, your future benefit accruals will cease until the Plan's target funding levels increase. You will be notified if and when these restrictions apply to the Plan. Participants, beneficiaries, and alternate payees under qualified domestic relations orders receive a notice annually detailing the funding status of the Plan.

If the Plan Changes or Ends

Your pension benefits under this Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC generally covers:

- Normal and early retirement benefits;
- Disability benefits if you become disabled before the Plan terminates; and
- Certain benefits for your survivors.

The PBGC generally does not cover:

- Benefits greater than the maximum guaranteed amount set by federal law for the year in which the Plan terminates;
- Some or all benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the time the Plan terminates;
- Benefits that are not vested because you have not worked long enough for your employer;
- Benefits for which you have not met all the requirements at the time the Plan terminates;
- Certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and

- Non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if some of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC, depending on how much money the Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask the Administrator or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000.

The Plan may be amended or terminated at any time by the Company. If the Plan is terminated and any amount of the Plan's assets remain after the Plan's satisfaction of its liabilities for vested benefits to or on behalf of Plan participants, that remaining amount will be transferred to a "qualified replacement plan" as defined in the U.S. Internal Revenue Code or be otherwise used as the Company in its sole discretion determines; provided that no part of any remaining amount will be used for purposes other than for the benefit of the Plan participants or their beneficiaries or estates. The Plan no longer provides a formula by which any remaining amount of the Plan's assets will be allocated among Plan participants and their beneficiaries or estates.

Actuarial Assumptions

The Plan uses assumptions regarding interest earnings and mortality to determine the actuarial equivalent benefit of another benefit with a different start date and/or form of payment.

Actuarial assumptions consist of:

- Mortality values; and
- Interest rates.

For some benefit determinations, the interest rate is a fixed amount. For others, the interest rate is a variable rate from a fixed index. When applicable, the variable rate has an effect on determining the amount of an equivalent lump-sum payment as follows:

- If interest rates go up, the present value of an actuarial equivalent lump-sum amount goes down to reflect greater expected future investment earnings.
- If interest rates go down, the present value of an actuarial equivalent lump-sum amount goes up to reflect the lesser expected future investment earning.

Upon Plan termination, any variable interest rates and any mortality tables used for determining accrued benefits will be changed to be fixed as the Plan and the Internal Revenue Code provides.

For information regarding specific actuarial assumptions, please contact the Pension Service Center.

Inquiries, Claims and Appeals Procedures

General Information

You can file a formal written claim at any time. However, most routine benefit problems such as eligibility are more easily and quickly handled by contacting the Pension Service Center online or by phone as provided in the “Administrative and Contact Information” section of this SPD. In fact, you may contact the Pension Service Center with any questions regarding your benefits or the Plan. However, except for general information, if you call the Pension Service Center they will ask you a few questions to confirm your identity and, if you visit www.MillimanBenefits.com, you will need your Login ID to get specific benefit information or to initiate actions. If you do not have your Login ID or password, you must allow additional time for these to be reestablished in accordance with our security procedures. If you disagree with an answer provided by the Pension Service Center or if the Pension Service Center provides an answer that is not satisfactory to you, you may submit an inquiry to the Benefit Inquiry Team.

The Pension Service Center can provide you with an inquiry form and information on how to submit it. The Benefit Inquiry Team will review your inquiry as well as the Plan terms and all other relevant information from your file. This review normally takes less than 30 days. However, if the Benefit Inquiry Team needs to contact you to request more information, it may take up to 45 days, not counting any time while the Benefit Inquiry Team waits for your response. The Benefit Inquiry Team will contact you in writing and either (i) explain that it agrees with you and describe the action the Administrative Fiduciary will take to address your situation, or (ii) explain the reason it disagrees with you.

If you are still unsatisfied with the response, or if you want to skip the inquiry process described above, you can file a formal written claim as explained below. The following claim review and claim appeal procedures apply to all formal claims of any nature related to the Plan.

Procedure for Filing a Claim

A communication from you (“claimant”) constitutes a valid claim if it is in writing on the appropriate claim form (or in such other manner acceptable to the Administrative Fiduciary) and is delivered (along with any supporting comments, documents, records, and other supporting information) to the Administrative Fiduciary at the address for the Administrative Fiduciary as provided in this SPD. You must deliver the claim form using one of the methods described below. Your filing must state that it is a formal claim under the Plan’s claims and appeals procedures for a benefit or for a determination with respect to the Plan, including with respect to a matter that is or may be relevant to the amount of, or entitlement to, a benefit (at that time or in the future). Otherwise, your filing may not be treated as a valid claim. If a claimant fails to properly file a claim under the Plan for a benefit or for a determination for a matter with respect to the Plan, he or she will be considered not to have exhausted all administrative remedies under the Plan, and this will result in his or her inability to bring a legal action for that benefit or with respect to that matter (see the “Legal Action” section for more information). Claims

and appeals of denied claims may be pursued by a claimant or his or her authorized representative.

Any notice or other communication that you send as an initial claim (as explained above) or as an appeal of a denied claim (as explained later, including under the “Procedure for Filing an Appeal of a Denial” subsection), or any other communication with regard to a claim or appeal must follow the rules explained in this SPD, including the following paragraph, as to how you must deliver the communication.

The communication must be in writing. It can only be sent via messenger service, delivery service, or United States mail with first-class postage prepaid. In any of these cases, the communication must be sent to the Administrative Fiduciary at the address for the Administrative Fiduciary specified later in this SPD. Any communication will not be considered given unless you have written confirmation by the messenger or delivery service of delivery to the correct address, or return receipt or other written confirmation of delivery to the correct address from the United States Postal Service in the case of mail. Any communication given as described above will not be considered given until the time evidenced by the receipt or confirmation.

Initial Claim Review

The Administrative Fiduciary will conduct the initial claim review and consider the applicable terms, provisions, amendments, information, evidence presented, and any other information it deems relevant. In reviewing the claim, the Administrative Fiduciary will also consider and be consistent with prior determinations of similar claims from other claimants which have been processed through the Plan’s claims and appeals procedures within the past 24 months.

Initial Determination

Timing of Notification on Initial Claim

The Administrative Fiduciary will notify the claimant within a reasonable period of time, but in any event within 90 days after the Administrative Fiduciary receives the claim, unless the Administrative Fiduciary determines that special circumstances require an extension of time for processing.

If the Administrative Fiduciary determines that an extension is required, written notice will be furnished to the claimant prior to the end of the initial 90-day period indicating the special circumstances requiring an extension of time and the date by which the Administrative Fiduciary expects to render the determination, which in any event will be within 90 days from the end of the initial 90-day period.

Manner and Content of Notification of Denied Claim

The Administrative Fiduciary will provide the claimant with written or electronic notice of any denial, in accordance with applicable U.S. Department of Labor regulations. The notification will include:

- The specific reason or reasons for the denial;
- Reference to the specific Plan provision(s) on which the determination is based;

- A description of any additional material or information necessary for the claimant to perfect the claim, and an explanation of why such material or information is necessary; and
- A description of the Plan's review procedures and the time limits applicable to such procedures, including a statement that the claimant has the right to bring a civil action under Section 502(a) of ERISA with respect to the claimant's claim.

Review of Initial Determination

Procedure for Filing an Appeal of a Denial

A claimant must bring any appeal of a denial to the Appeals Fiduciary within 60 days after he or she receives notice of the denial. If the claimant fails to appeal within the 60-day period, he or she will not be permitted to seek an appeal and he or she will have failed to have exhausted all administrative remedies under the Plan. This failure will result in the claimant's inability to bring a legal action to recover a benefit under the Plan or with respect to another matter with respect to the Plan.

The claimant's request for an appeal must be in writing delivered to the Appeals Fiduciary using one of the methods described above under the "Procedures for Filing a Claim" subsection. A claimant's request for an appeal must be filed with the Appeals Fiduciary at the address for the Appeals Fiduciary specified later in the "Administrative and Contact Information" section of this SPD.

Review Procedures for Denials

- The Appeals Fiduciary will provide a review that takes into account all comments, documents, records, and other information the claimant submits without regard to whether such information was submitted or considered in the initial determination. The Appeals Fiduciary will also consider and be consistent with prior determinations of similar claims from other claimants which have been processed through the Plan's claims and appeals procedures within the past 24 months.
- The claimant will have the opportunity to submit written comments, documents, records, and other information relating to the claim.
- The claimant will be provided, upon request and free of charge, reasonable access to and copies of all relevant documents.

Timing of Notification of Determination on Review

The Appeals Fiduciary will notify the claimant of the Appeals Fiduciary's decision within a reasonable period of time, but in any event within 60 days after the Appeals Fiduciary receives the claimant's request for review (unless the Appeals Fiduciary determines that special circumstances require an extension of time for processing the review of the adverse benefit determination).

If the Appeals Fiduciary determines that an extension is required, written notice will be furnished to the claimant prior to the end of the initial 60-day period indicating the special circumstances requiring an extension of time and the date by which the Appeals Fiduciary expects to render the determination on review, which in any event will be within 60 days from the end of the initial 60-day period.

If such an extension is necessary due to the claimant's failure to submit the information necessary to decide the claim, the period in which the Appeals Fiduciary is required to make a decision will be tolled from the date on which the notification is sent to the claimant until the claimant responds to the request for additional information. If the claimant fails to provide the necessary information in a reasonable period of time, the Appeals Fiduciary may, in its discretion, make a determination on the claim.

Manner and Content of Notification of Determination on Review

The Appeals Fiduciary will provide a written or electronic notice of the Appeals Fiduciary's benefit determination on review, in accordance with applicable U.S. Department of Labor regulations. If your appeal is denied, the notification will set forth:

- The specific reason or reasons for the denial;
- Reference to the specific Plan provision(s) on which the determination is based; and
- A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to and copies of all relevant documents, including a statement that the claimant has the right to bring a civil action under Section 502(a) of ERISA with respect to the claimant's claim.

Where benefits are provided pursuant to a collective bargaining agreement which contains provisions regarding the filing and disposition of claims and/or a grievance and arbitration procedure, then such procedures apply rather than the foregoing.

Legal Action

You cannot bring legal action to recover any benefit under the Plan or with respect to another matter with respect to the Plan if you do not file a valid claim and seek timely review of a denial of that claim and otherwise exhaust all administrative remedies under the Plan. In addition, no legal action may be brought more than two years after the later of:

- The day the Administrative Fiduciary first received the initial claim; or
- If the claimant received a denial of an appeal of such claim, the day of such receipt.

Any legal action involving or related to the Plan, including but not limited to any legal action to recover any benefit under the Plan or with respect to another matter with respect to the Plan, must be brought in the United States District Court for the Northern District of Illinois, and no other federal or state court. With respect to any such legal action or any administrative proceeding related to a claim, regardless of whether such legal action or administrative proceeding is decided in your favor, you will not be entitled to recover any legal fees or expenses from the Plan, the Company, any employer, the Benefits Committee, the Administrator, any of their respective designees, allocatees, officers, directors, trustees, employees or agents, or any other person with a right to indemnification from the aforementioned parties or individuals.

Administrative and Contact Information

General Information

This section provides you with information about how the Plan is administered.

Type of Plan

The Bowne Pension Plan is a defined benefit retirement plan.

Plan Sponsor

RR Donnelley Financial, Inc.
c/o R. R. Donnelley & Sons Company
Corporate Benefits, 37th Floor
35 W. Wacker Drive
Chicago, IL 60601
(312) 326-8000

Employer Identification Number of Plan Sponsor

13-2618477

Plan Name and Number

Bowne Pension Plan – 001

Plan Year End

November 30

Agent for Service of Legal Process

Corporate Secretary
R. R. Donnelley & Sons Company
Corporate Benefits, 37th Floor
35 W. Wacker Drive
Chicago, IL 60601
(312) 326-8000

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

Administrator

Administrator of the Bowne Pension Plan
c/o RR Donnelley
Corporate Benefits, 37th Floor
35 W. Wacker Drive
Chicago, IL 60601
(312) 326-8000

Administrative Fiduciary

Administrative Fiduciary of the Bowne Pension Plan
c/o RR Donnelley Pension Service Center
3800 American Blvd West
Suite 400
Minneapolis, MN 55431
(866) 767-1212

Appeals Fiduciary

Administrative Subcommittee of the Benefits Committee of the Bowne Pension Plan
c/o RR Donnelley
Corporate Benefits, 37th Floor
35 W. Wacker Drive
Chicago, IL 60601
(312) 326-8000

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): _____

A copy of this Part B of the SPD and copies of all Parts A of this SPD for the various Components are available at www.rrdspdexpress.com.

Milliman provides certain administrative services to the Plan as specified in its contract. These include:

- Maintaining participant recordkeeping accounts;
- Operating the Pension Service Center; and
- Processing initial requests for benefit payment.

Call:

- For information about eligibility;
- To request pension credit during a leave of absence;
- With questions on pension formulas;
- To receive a monthly pension check after age 65 if you work fewer than 40 hours per month;
- To apply for pension benefits and to begin receiving benefits;
- To confirm or update your beneficiary for employee contributions and interest, where applicable;
- To change your pension beneficiary;
- To request a pension estimate;
- To request a password that has been misplaced;
- To initiate the retirement process (call and ask for a Retirement Specialist); or
- To request a Claim Initiation Form.

Access the website

- For general information about the Plan;
- For your personal benefit information; or
- To model your pension benefits using your own assumptions about pay and your retirement age.

If Workforce Reduction Benefits are Made Available to You

From time to time in the past, your employer may have offered certain workforce reduction benefits. If workforce reduction benefits are made available to you in the future, you may receive pension enhancement, separation pay and/or medical continuation. As you make plans for your future, which may include retirement or a voluntary separation from your employer, you may have questions about workforce reduction benefits. If you are wondering whether or not workforce reduction benefits may be available to you under this Plan or another plan maintained by your employer or a member of the Donnelley Controlled Group of Companies, please direct those questions to the HR Manager for your location. Only the HR Manager is authorized to provide information on behalf of the Plan's fiduciaries or the Plan regarding whether or not you will be eligible for workforce reduction benefits. No other member of management is authorized to provide this information on behalf of the Plan's fiduciaries or the Plan.

Allocation and Delegation of Fiduciary Responsibilities by a Named Fiduciary

The Plan provides a procedure for a named fiduciary to allocate or delegate fiduciary responsibilities to its members or to other persons (or groups of persons). To the extent such fiduciary responsibilities are so allocated or delegated, references in this SPD to a fiduciary are intended to refer to any person or group of persons that has been allocated or delegated the applicable fiduciary responsibility.

Trustee

Donnelley sponsors the Retirement Benefit Trust of R.R. Donnelley & Sons Company ("trust") to be used for funding benefits and contracting with service providers. The trustee is:

The Northern Trust Company, N.A.,
50 South LaSalle Street
Chicago, Illinois 60603-1008

Source of Contributions

Contributions to fund the Plan are made by R. R. Donnelley & Sons Company and other participating employers to the trust. Amounts contributed are actuarially determined.

Funding Medium

All assets of the Plan are held in the trust.

Your ERISA Rights

General Information

As a participant in the Bowne Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). ERISA provides that you are entitled to the following:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Administrator’s office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, copies of the latest annual report (Form 5500 Series), and an updated SPD. The Administrator may make a reasonable charge for the copies.
- Receive a copy of the Plan’s annual funding notice. The Administrator is required by law to furnish each participant with a copy of the annual funding notice.
- Obtain a statement telling you whether you have a right to receive a pension benefit at normal retirement age (age 65) and if so, what your benefit would be at normal retirement age if you stop participating in the Plan now. If you do not have a right to receive a pension benefit, the statement will tell you how many more years you have to work to obtain a right to a pension benefit. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one – including your employer, your union, or any other person – may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of the plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

If you have a claim for benefits that is finally denied or ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about the Plan, you should contact the Pension Service Center or the Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by:

- Calling the publications hotline of the Employee Benefits Security Administration;
- Logging on to the Internet at www.dol.gov/ebsa; and
- Calling the Employee Benefits Security Administration field office nearest you.