



An

RR Donnelley

Group

Pension Plan

Summary Plan Description

January 1, 2015

Bowne Pension Plan

Banta Employees
Component

Bowne Pension Plan (the “Plan”)

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

January 1, 2015

If you are a participant in the Banta Employees Component of the Plan, **this Part A** of the Summary Plan Description for that Component, together with **Part B** of the Summary Plan Description for the Plan, constitute your Summary Plan Description for that Component. Members in the Plan are participants in one or more of the following Components or Benefits of the Plan:

RR Donnelley Component
RR Donnelley Printing Companies Component
Haddon Component
Banta Employees Component
Banta Book Group Component
Banta Danbury Component
Banta Specialty Converting Component
Moore Wallace Component (other than Cardinal
Brands Benefit and Check Printers Benefit)
Cardinal Brands Benefit of the Moore Wallace Component
Check Printers Benefit of the Moore Wallace Component
Bowne Component

The Bowne Pension Plan is Not Only for Bowne Employees

The RR Donnelley Controlled Group of Companies previously maintained several pension plans, each for one or more different employee groups. As explained in more detail on page 1 of this Summary, many of those plans have over time merged together and are now Components of the Bowne Pension Plan, with each such Component covering one or more of the same employee groups covered by its original plan.

For example, the 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.**

This is Part A of the Summary Plan Description for employees of RR Donnelley and other RR Donnelley companies previously covered by the Banta Corporation Employees Pension Plan.

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Introduction

This **Part A** of the Summary Plan Description (SPD) for the Banta Employees 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 Banta Employees Component of the Plan. If you do not have a copy of Part B of the SPD, contact the Pension Service Center at 1-866-767-1212 or visit rrdspdxpress.com.

Important Note: References in this Part A of the SPD to the Banta Employees Component of the Plan include the following:

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

Recent Plan Mergers

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

At various times prior to 2014, Donnelley and other members of the Donnelley Controlled Group of Companies maintained the following seven pension plans (among others) for various employee groups of the Donnelley Controlled Group of Companies:

1. Retirement Benefit Plan of R.R. Donnelley & Sons Company (the “Donnelley Plan”);
2. Merged Retirement Income Plan for Employees of R.R. Donnelley Printing Company, L.P. and R.R. Donnelley Printing Company (for employees of the business acquired from Meredith/Burda);
3. Haddon Craftsmen, Inc. Retirement Plan;
4. Banta Corporation Employees Pension Plan;
5. Banta Hourly Pension Plan (comprised of (i) the Danbury Component, (ii) the GCIU Local 531, Maintenance Department, Bookbinders and Lithographers Component (the “Book Group Component”), and (iii) the Specialty Converting Component);
6. Retirement Income Plan of Moore Wallace North America, Inc. (which included, among others, the Cardinal Brands Benefit and the Check Printers Benefit); and
7. Bowne Pension Plan.

Between 2010 and 2012, the Donnelley Controlled Group of Companies merged the second through sixth of these pension plans into the first of these plans, namely the

Retirement Benefit Plan of R.R. Donnelley & Sons Company (the “Donnelley Plan”). As a result, the Banta Corporation Employees Pension Plan became a component of the Donnelley Plan. On December 31, 2013, the Donnelley Plan was merged into the Bowne Pension Plan. Accordingly, all benefits accrued under the first through sixth plans are now instead being provided under the Bowne Pension Plan.

The Bowne Pension Plan continues after those mergers to have the same Plan Sponsor and Plan Number as before the mergers, *i.e.*, the Plan Sponsor is RR Donnelley Financial, Inc. (federal employer identification number 13-2618477) (the “Company”), previously named Bowne & Co., Inc., and the Plan Number is 001. The Bowne Pension Plan now consists of nine Components: three Components for the benefits previously provided under the three components 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 Banta Corporation Employees Pension Plan, or if you were subsequently in an employee group covered by the Banta Employees Component of the Donnelley Plan, your benefits previously provided thereunder will instead be provided by the Banta Employees Component of the Bowne Pension Plan.

Any plan merger described above did not affect the benefits you have accrued prior to the merger. The merger also does not affect your benefit starting date or the forms in which you can receive your benefits. However, no further benefits are earned or otherwise accrue with regard to periods after December 31, 2011. (See the later section titled “Your Banta Employees Component Benefit”.)

Part B of the SPD provides more information regarding the prior plans, including their previous plan numbers and the names and federal employer identification numbers of their previous plan sponsors.

Your Summary Plan Description

This **Part A** of the SPD relates to the Banta Employees Component of the Plan and contains information specific to the participants in the Banta Employees Component (the “Component”) such as who is eligible to participate in the Component, how the Component’s benefit is calculated, when a participant in the Component can start receiving his benefit, and the different payment forms for that benefit.

Specifically, this Part A of the SPD contains information about the Banta Employees Component’s career average pay formula, which became effective April 1, 2007. Prior to that date, the final average compensation benefit formula was used.

Part B of the SPD contains information about the Plan that is consistent for all the nine components (and their covered employee groups), such as the procedures for applying

for benefits, income taxes applied to your benefits, situations affecting your benefit, how to make an inquiry, claim or appeal regarding your benefit, details regarding who to contact for assistance, and your rights as a participant in a component of the Plan.

You accrued a benefit under the Banta Employees Component while you were an employee of a participating employer and a participant in the Component prior to December 31, 2011. If, prior to December 31, 2011, you were an employee of an employer that did not participate in the Component, you did not accrue a benefit described in this SPD for your service with that employer. To find out if you are eligible for a pension benefit from the Component, contact the Pension Service Center at 1-866-767-1212.

Note: Some participants in the Banta Employees Component may have benefits under the pre-April, 2007 final average compensation benefit formula with relation to service and compensation prior to April, 2007. Participants who were actively employed on April 1, 2007 were given a statement of their accrued benefit rights under the prior formula and need to keep this in their permanent financial records. Nothing in the career average pay formula effective April 1, 2007 affects those benefits. See the later section titled “A Word About the Banta Employees Component and Prior Plan Formulas” for further information. Contact the Pension Service Center if you have questions or need information about the benefit formulas prior to April, 2007.

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 Component benefit. However, it does not include every detail of the Component. 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 from the Component 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.

Who Is Eligible

General Information

The Banta Employees Component was amended to be closed to new participants effective December 31, 2011. Accordingly, each person who was not a participant in the Banta Employees Component on December 31, 2011 will not be or become a participant in the Banta Employees Component after December 31, 2011. Each person who was a participant in the Banta Employees Component on December 31, 2011 and ceases to be a participant after that date will not again become a participant after that date.

Employees participating in the Banta Employees Component as of December 31, 2011 continue participation as long as they continue to otherwise be eligible. However, no further benefits are earned or otherwise accrue with regard to service rendered or compensation earned or paid, or otherwise, with regard to periods after December 31, 2011. (See the later section titled “Your Banta Employees Component Benefit”.)

Subject to other rules outlined in this section, active employees were eligible to participate in the Component if they were at least 21 years old and were classified by their employer as employees of Banta Corporation or of any other member of the RR Donnelley Controlled Group of Companies that is a participating employer of the Component (all these participating employers are referred to collectively as “Banta”) prior to December 31, 2011. As of December 31, 2011, Banta Corporation, Banta Global Turnkey Ltd., and Banta Integrated Media – Cambridge Inc. are the only members of the RR Donnelley Controlled Group of Companies that are participating employers.

An individual must have been classified by Banta as an employee of Banta in order to be eligible to participate in the Banta Employees Component, regardless of whether a court, an administrative agency or some other person classifies the individual as an employee of Banta.

Participation in the Banta Employees Component took effect on the January 1 nearest to the last day of your completed “Qualifying Period” except if you were younger than age 21 on that day, your participation in the Component took effect on the January 1 nearest to your 21st birthday. A “Qualifying Period” is a 12-month period in which you complete 1,000 hours of service. Your initial Qualifying Period is the 12-month period following your first day of employment. If you did not qualify in the initial 12 months, subsequent periods started each January 1 following your date of employment until you satisfied the Qualifying Period requirement. You did not need to enroll to become a participant of the Component. You automatically participated after you completed a Qualifying Period and satisfied the age 21 requirement. Once you became a participant, service for vesting and benefit accrual generally started from your original hire date (except where there are special rules if you rehired or transferred in from a non-eligible employment status or from a non-participating employer). Special rules

apply in the case of periods of employment prior to January 1, 1998. Please contact the Pension Service Center if you have any questions regarding whether these pre-1998 rules apply to you.

To illustrate, Maria is hired May 15, 2009. She is over age 21. She completes 1,000 hours of service by May 14, 2010. She becomes a participant in the Component on January 1, 2010 (the nearest January 1) and her service for benefit vesting and accrual counts from May 15, 2009.

James is hired August 15, 2009. He is over age 21. He completes 1,000 hours of service by August 14, 2010. He will become a participant in the Component on January 1, 2011 (the nearest January 1) and his service for vesting and benefit accruals counts from August 15, 2009.

You were not eligible to participate in the Banta Employees Component if you were:

- Covered by a collective bargaining agreement that does not provide for participation in the Component;
- An independent contractor;
- A leased employee;
- An employee at a subsidiary or other employer that does not participate in the Component; or
- A non-resident alien who receives no U.S. source earned income or an individual who is in a status of "on assignment" in the U.S.

If you were not eligible for the Banta Employees Component when you were first hired by Banta, you may have become eligible if you changed from an ineligible to eligible status, assuming other conditions of eligibility were satisfied.

If, when you were initially hired by Donnelley or any member of its Controlled Group of Companies, you were designated as included in a group of employees who were ineligible for participation in the retirement plans of Donnelley and its Controlled group of Companies, and if you subsequently transferred to a group that was not excluded, you remained ineligible to participate in the Banta Employees Component. Those designated groups of ineligible employees are as follows:

- Pro-Line Printing
- Confort & Company
- Prospectus Central
- Nimblefish Technologies, Inc.
- 8touches, Inc.
- Journalism Online, LLC

Moore Wallace North America, Inc. maintained the Retirement Income Plan of Moore Wallace North America, Inc., which became the Moore Wallace Component of the Retirement Benefit Plan of R. R. Donnelley & Sons Company and later became the

Moore Wallace Component of the Plan (all of which are referred to in this subsection as the “Moore Wallace Component”), for certain employees of Moore Wallace North America, Inc. and of certain other members of RR Donnelley’s Controlled Group of Companies (all these participating employers are referred to collectively as “Moore Wallace”). In addition, RR Donnelley Financial, Inc. (formerly named Bowne & Co., Inc.) prior to December 31, 2013 maintained the Bowne Pension Plan, which became the Bowne Component of the Bowne Pension Plan (both of which are referred to in this subsection as the “Bowne Component”), only for certain employees of RR Donnelley Financial, Inc. and certain subsidiaries of RR Donnelley Financial, Inc. (all these participating employers are referred to collectively as “RR Donnelley Financial”). Furthermore, Donnelley maintained the Retirement Benefit Plan of R. R. Donnelley & Sons Company, which became the RR Donnelley Component of that plan and later became the RR Donnelley Component of the Plan (all of which are referred to in this subsection as the “RR Donnelley Component”) for certain employees of Donnelley and certain other members of the RR Donnelley Controlled Group of Companies (all those participating employers are referred to collectively as “RR Donnelley”).

Persons who were employees of Moore Wallace, RR Donnelley Financial or RR Donnelley were generally not eligible to participate in the Banta Employees Component, and, similarly, persons who were employees of Banta were generally not eligible to participate in the Moore Wallace Component, the Bowne Component or the RR Donnelley Component. In addition, if you transferred employment from Moore Wallace, RR Donnelley Financial, Inc. or RR Donnelley to Banta, you were generally not eligible to participate in the Banta Employees Component because you continued to participate in your previous employer’s plan or previous component of the Plan, as applicable. See the subsection titled “If You Are Transferred to an Affiliate.”

If You Terminate Employment or Become Ineligible

If you terminated employment with Banta or were no longer classified as an eligible employee, you stopped earning an annual pension accrual under the Banta Employees Component. However, if you remain employed by another member of the RR Donnelley Controlled Group of Companies, you will continue to accrue vesting service.

If You Were Rehired or Again Become Eligible

Generally, if or before December 31, 2011 you terminated employment or were no longer classified as an eligible employee with Banta and were reemployed or reclassified as an eligible employee of Banta within 30 days, you were reinstated and continued to accrue a pension benefit under the Banta Component (but not beyond December 31, 2011) as though your employment or eligibility did not terminate.

If on or before December 31, 2011 you were reemployed or reclassified as an eligible employee more than 30 days after you terminated, you were classified as ineligible, or if on or before December 31, 2011 you did not meet the Component’s eligibility requirements before you left but were subsequently rehired in an eligible position, you

became a participant in the Component on the later of your date of reemployment or the January 1 nearest to the last day of your completed Qualifying Period except if you are younger than age 21 on that day, in which case your eligibility to participate in the Component began on the January 1 nearest to your 21st birthday.

For Employees of New Participating Subsidiaries and Other New Participating Employers

The Component described in this document applies to eligible employees of Banta to whom benefits have been extended. If you have questions concerning your eligibility to participate in the Component or in the Plan, contact the Pension Service Center. See Part B of the SPD for information on how to contact the Pension Service Center.

A complete list of the employers sponsoring the Banta Employees Component or the Plan may be obtained by you upon written request to the Administrative Fiduciary, whose contact information is provided in Part B. This list is also available for examination by you.

Also, you may receive from the Administrative Fiduciary, upon written request, information as to whether a particular employer is a sponsor of the Banta Employees Component or the Plan and, if so, the employer's address.

If You Are Transferred to an Employer That Participates in a Different Component

Except as provided in the next paragraph, in the event you are transferred to or terminate employment and are employed by a participating employer in any other component of the Plan, you will no longer be a participant under the Banta Employees Component, but you will be eligible to participate in such other component, as available.

If You Are Transferred to an Affiliate

You remain a participant in the Banta Employees Component in the event you are transferred to, or terminate employment and are reemployed by, a participating employer in the Moore Wallace Component, Bowne Component or RR Donnelley Component. In that case, you are not eligible to participate in the Moore Wallace Component, the Bowne Component or the RR Donnelley Component following that transfer or reemployment. Similarly, participants in the Moore Wallace Component, the Bowne Component and the RR Donnelley Component (and persons who would be participants in any such plan or component except for satisfying any service or age requirement) who transfer to, or become reemployed by, Banta are not eligible to participate in the Banta Employees Component because they remain participants in the Moore Wallace Component, the Bowne Component or the RR Donnelley Component (and because the Banta Employees Component was closed to new participants effective December 31, 2011).

What “Service” Means

The Banta Employees Component counts “service hours” to determine two types of service:

- Vesting service; and
- Benefit service.

Service Hours

You are credited with an hour of service for any hour that you are paid or are entitled to be paid. If you are being paid but are not working, such as when you are on vacation or sick leave, you will be credited with hours of service. If you are on an unpaid approved leave, you will be credited with the number of hours in your normal workday for each day that you are on the unpaid approved leave.

Vesting Service

Your years of vesting service determine whether you are entitled to a pension benefit from the Banta Employees Component. Being vested means that you will receive a pension benefit from the Component, even if you stop working at Banta or the RR Donnelley Controlled Group of Companies before you reach normal retirement age – age 65. If you leave before you are vested, you will not receive a benefit from the Component.

You earn one year of vesting service for each calendar year during which you are credited with at least 1,000 hours of service. For vesting, service hours with Banta, and, after January 7, 2007, the RR Donnelley Controlled Group of Companies, are counted. You started earning vesting service on the day you started work, or at age 18 (whichever is later). Unlike benefit service (discussed under the next heading), you are eligible to earn vesting service even for calendar years beginning after December 31, 2011.

You are vested after you earn five years of vesting service. You also are vested when you reach age 65, even if you have less than five years of vesting service.

If you have an accrued benefit under the RR Donnelley Component, the Bowne Component or the Moore Wallace Component of the Plan, and if you are fully vested in that benefit, then you are vested in your entire benefit under the Banta Employees Component.

Prior to April 1, 2007, the Banta Employees Component calculated vesting service using the “elapsed time” method. Under this method, participants generally were credited with vesting service equal to the total amount of time they were employed with Banta Corporation and its eligible affiliates. A period of severance of less than 12 months is included in vesting service under this method.

Benefit Service

Your benefit service for a calendar year determines whether you receive an annual pension “accrual” – the pension benefit amount that you earn for the calendar year. You were eligible for an annual accrual for any calendar year beginning on or after January 1, 2007 and before December 31, 2011, in which you earned a year of benefit service. In general, you earned a year of benefit service for any calendar year during which you were credited with at least one hour of service as a participant in the Banta Employees Component. Service hours with Banta, and, after January 7, 2007 and before December 31, 2011, the RR Donnelley Controlled Group of Companies, are counted.

The sum of the annual pension accruals that you earned on or before December 31, 2011 is used to determine your total annual pension benefit. The total monthly pension benefit is equal to the total annual pension benefit divided by 12.

Prior to April 1, 2007, the Component calculated benefit service using the elapsed time method, which generally credited participants with service for each complete month worked for a participating affiliate as an eligible employee (subject to certain restrictions).

Breaks in Service

You have a break in service if you are credited with less than 501 hours of service in any calendar year. If you have more than 500 hours, but less than 1,000 hours of service in any calendar year, you will not have a break in service. However, you will not earn a year of vesting service for that calendar year (you need at least 1,000 hours to earn a year of vesting service).

If You Are Not Vested Before a Break in Service

If you are not vested, rehired, and credited with more than 500 hours of service in a calendar year before you have five consecutive break-in-service years, you will not lose the vesting service or the benefit service you previously earned. The count of consecutive breaks in service starts over if you earn less than 501 hours in any subsequent calendar year.

If you are not vested and then have **five or more** consecutive one-year break-in-service years before you are rehired, here is what happens to your vesting service and your benefit service:

- You will lose the vesting service and benefit service you previously earned;
- You will not earn benefit service again until the calendar year prior to 2012 in which you were credited with more than 500 hours of service; and
- You will not earn vesting service again until the calendar year in which you are credited with at least 1,000 hours of service.

If You Are Vested Before a Break in Service

Once you become vested, you generally cannot lose credit for vesting service or benefit service. Therefore, if you are vested before you have a break in service, you remain vested regardless of the length of the break.

A Break in Service Example

To show how a break in service works, assume that you are not vested and you are credited with hours of service as follows:

Year	Service Hours	One-Year Break in Service
2004	375	Yes
2005	425	Yes
2006	250	Yes
2007	490	Yes
2008	350	Yes
2009	525	No

You would have your fifth consecutive break in service in 2008. Any vesting service and benefit service you earned to date would be lost. You also would not earn any benefit service until you are credited with more than 500 service hours in a calendar year prior to 2012. Since you were not credited with more than 500 service hours until 2009, your break in service continues until 2009 and you will lose all annual pension accruals earned prior to that calendar year. In 2009, you were credited with a year of benefit service. However, you were not credited with a year of vesting service because you did not earn 1,000 hours of service in that calendar year. You will need to earn five years of vesting service or reach age 65 before another five consecutive break in service years to be entitled to a pension benefit under the Component.

Pre-April 1, 2007 Rules Regarding “Periods of Severance”

Prior to April 1, 2007, a participant could lose vesting and credited service if he or she incurred a “period of severance”, which begins on the earlier of (A) the date employment is terminated on account of a quit, discharge, retirement or death, (B) the first anniversary of the date of absence due to vacation, illness, disability, authorized leave, layoff, pregnancy or the birth or adoption of a child (or caring for a child immediately after such an event) or (C) the second anniversary of the date of absence due to disability. Under this pre-April 1, 2007 method, a period of severance ends on the date the participant is rehired by Banta or another member of its controlled group of companies.

If a participant completed at least five years of vesting service prior to a period of severance, a period of severance does not affect the participant’s right to receive a pension from the Component. However, if the participant incurred a period of severance prior to completing five years of vesting service, such participant’s pre-

severance years of vesting and credited service will be reinstated if (A) the participant completes 12 months of employment after being rehired, and (B) the participant's pre-severance vesting service was less than the greater of (i) the participant's pre-severance years of vesting service and (ii) 60 consecutive months.

Special Provisions to Avoid a Break in Service

There are special provisions to ensure that approved leaves of absence due to certain circumstances are not the sole cause of a break in service.

Unpaid Approved Leaves and Leaves Covered by the Family and Medical Leave Act (FMLA)

There are special provisions to ensure that an unpaid approved leave or a leave covered by FMLA is not the sole cause of a break in service. Under these provisions, you are credited with hours of service for each workday during which you would have been paid if you were not on an approved leave of absence. Please contact the Pension Service Center for more information regarding what happens under an approved leave of absence. See Part B of the SPD for information on how to contact the Pension Service Center.

Military Service

Special provisions apply if you take a leave of absence for qualified military leave. Any differential pay you receive on or before December 31, 2011 from a participating employer or subsidiary is included when determining your pension amount. As long as you return to employment within the time prescribed by federal law, you may be entitled to vesting service and, for periods prior to 2012, benefit service for your period of military service. Other special provisions apply if you die or become disabled while performing qualified military service, regardless of whether you return to employment within the time prescribed by federal law. Please contact the Pension Service Center for more information regarding military leave and return from military leave. See Part B of the SPD for information on how to contact the Pension Service Center.

Your Banta Employees Component Benefit

How Your Banta Employees Component Benefit Is Calculated

The Banta Employees Component uses a career average pay formula to calculate the annual pension benefit payable at your normal retirement age – age 65. The formula takes into account calendar years 2007 through 2011 for which you earned a year of benefit service and your pensionable earnings starting April 1, 2007 for those years. The Component uses a final average compensation benefit formula to calculate any benefit you may have accrued prior to April 1, 2007.

For each calendar year 2007 through 2011 that you earned a year of benefit service, the Component applies a percentage to your pensionable earnings for that year to calculate an annual pension “accrual” for that year. This is the benefit amount that you earned for that calendar year. If you are vested when you leave employment with Banta and the RR Donnelley Controlled Group of Companies, all of your annual pension accruals are then added up to determine your total annual pension benefit payable to you beginning at the Component’s normal retirement age – age 65.

Pensionable Earnings

Pensionable earnings after March 31, 2007 (your “pay”) are used to calculate your pension benefit after March 31, 2007. Your pensionable earnings for a year are all amounts that were reported as compensation on your Form W-2, including:

- Regular salary;
- Wages;
- Commissions;
- Overtime; and
- Bonuses.

In addition, pensionable earnings include your:

- Before-tax contributions to the RR Donnelley Savings Plan;
- Before-tax premium payments and contributions to the Health Care Spending Program and Dependent Care Spending Program; and
- Before-tax contributions to RR Donnelley’s qualified transportation fringe benefit program.

Your pensionable earnings generally do not include amounts reported on your W-2 due to:

- Stock awards or any other equity-related compensation;
- Imputed income from life insurance, dental, drug, short-term disability (other than salary continuation payments), long-term disability, medical, mental health/substance abuse, or vision benefits;

- Taxable fringe benefits, non-cash prizes, or awards (and any such related cash payments to cover taxes on such benefits, prizes, or awards);
- Severance, separation, or supplemental unemployment benefit payments, or expense reimbursements or allowances (including any cash payments to cover the taxes on such reimbursements or allowances);
- Payments deferred under, or paid from the R.R. Donnelley & Sons Company Nonqualified Deferred Compensation Plan or the R.R. Donnelley & Sons Company Global Capital Markets and Global Investment Markets Business Units of the Financial Business Unit Sales Representative Deferred Compensation Plan (or any successor to those plans). Compensation deferred may earn benefit credits under Donnelley's non-qualified pension plan; or
- Payments that represent back wages, back compensation, unpaid benefits or similar compensation.

Note: Pensionable earnings for this Component do not include any amounts used to calculate a benefit under any other defined benefit pension program in which any member of the Donnelley Controlled Group of Companies participates.

The Internal Revenue Code imposes a limit on the amount of your compensation that can be considered for Plan purposes. This limit was \$245,000 for 2011. Compensation earned in excess of this limit may earn benefit credits under Donnelley's non-qualified pension plan (but not for years after 2011).

If your employment terminated prior to January 1, 2012, the pensionable earnings, including commissions, you were paid before the first 2 ½ months after you terminated, or before December 31 of that year (whichever is later), are includable in pensionable earnings when your pension benefit under the RR Donnelley Component is calculated.

If you would like more detail regarding the types of pay that are included or excluded when determining your pensionable earnings, contact the Pension Service Center. See Part B of the SPD for information on how to contact the Pension Service Center.

Benefit Formula

The Banta Employees Component calculates an annual pension "accrual" – a benefit amount that you earn for the calendar year. At the point that you retire or leave Banta and the RR Donnelley Controlled Group of Companies, all of your annual pension accruals are then added up to determine your total annual pension benefit from the Component, payable to you at age 65.

The benefit formula for calculating your annual pension accrual applies a percentage to your pensionable earnings starting April 1, 2007 for each year through 2011 for which you earned a year of benefit service. All of your pensionable earnings throughout your years of benefit service for years 2006 through 2011 are considered except that earnings prior to April 1, 2007 are excluded for determining benefits under this benefit formula. Earnings prior to April 1, 2007 are considered for determining benefits under

the prior final average compensation benefit formula. As a result, your pension benefit generally increases as you work longer for Banta through those calendar years.

Calculating Your Banta Employees Component Benefit

General Information

Effective April 1, 2007, the Banta Employees Component uses a career average pay formula to calculate your monthly pension benefit at normal retirement age – age 65.

The Banta Employees Component's Current Benefit Formula

The benefit formula applies a percentage to your pensionable earnings starting April 1, 2007 and for each year through 2011 thereafter that you earned a year of benefit service. In addition, any pension benefit you may have earned through March 31, 2007 under a prior benefit formula used by the Banta Employees Component is included.

0.7% of your pensionable earnings for each year of benefit service after April 1, 2007 through calendar year 2011

PLUS

Any benefit you earned under the Component's final average compensation benefit formula through March 31, 2007

EQUALS

Your total annual pension benefit

DIVIDED BY

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EQUALS

Your total monthly pension benefit, beginning at age 65

You can receive a reduced monthly pension benefit at an earlier retirement age if you decide to take an early retirement.

An Example

To help illustrate how the Component calculates a monthly pension benefit, assume the following for this employee. Also assume that this employee earned a benefit under the Component's final average compensation benefit formula through March 31, 2007.

- **Pensionable earnings:** \$39,000 for last nine months of 2007, \$53,300 for 2008, and \$54,633 for 2009
- **Accrued benefit under the Component as of March 31, 2007 (traditional benefit formula):** \$8,100

Here is how the Component would calculate this employee's monthly pension benefit earned after three years as of December 31, 2009:

0.7% pensionable earnings for 2007 = \$273 (.007 x \$39,000)

PLUS

0.7% of pensionable earnings for 2008 = \$373 (.007 x \$53,300)

PLUS

$$\begin{aligned} &0.7\% \text{ of pensionable earnings for 2009} = \$382 \text{ (.007} \times \$54,633) \\ &\quad \mathbf{PLUS} \\ &\text{Any benefit earned under the Component through March 31, 2007} \\ &\quad \text{(traditional benefit formula)} = \$8,100 \\ &\quad \mathbf{EQUALS} \\ &\text{Total annual pension benefit} = \$9,128 \text{ } (\$273 + \$373 + \$382 + \$8,100) \\ &\quad \mathbf{DIVIDED BY} \\ &\quad \mathbf{12} \\ &\quad \mathbf{EQUALS} \\ &\text{Total monthly pension benefit at age 65} = \$760.67 \end{aligned}$$

The total monthly pension benefit if this employee begins receiving a pension benefit at age 65 (the normal retirement age) is \$760.67. This assumes that the employee is paid in the form of a single life annuity.

In addition to the pension benefit under the Component, you may be eligible to receive Social Security benefits and a distribution from the RR Donnelley Savings Plan. Donnelley also has other pension plans covering service with other units of the RR Donnelley Controlled Group of Companies. If you participated in any of those plans with regard to service not covered by this Component, you may be eligible for additional benefits from the other plan in accordance with its rules and provisions.

For more information about your pension benefit, contact the Pension Service Center. See Part B of the SPD for information on how to contact the Pension Service Center.

Prior Plan Formulas

In previous years, Banta provided pension benefits in accordance with prior plan documents. If you worked for Banta prior to April 1, 2007, your pension benefit was determined by one or more formulas as described in prior plan documents and which are summarized in general terms below. Please refer to summary plan descriptions from earlier years or contact the Pension Service Center for more details about benefit accruals prior to April 1, 2007.

Prior to April 1, 2007, the Banta Employees Component generally provided a Normal Retirement Pension for a participant who terminated employment on the later of (i) attaining age 65 and (ii) his or her fifth anniversary of commencing participation. For that participant, the benefit could commence on the first day of the following month ("Normal Retirement Date"). For a participant who did not terminate employment until a later date, the Normal Retirement Pension could commence on the first day of the month following termination of employment. The monthly amount of Normal Retirement Pension commencing on a participant's Normal Retirement Date or following a later termination of employment and continuing for the remainder of the participant's life (*i.e.*, a single life annuity) was generally equal to the greater of (1) or (2) below:

(1) \$29.00 multiplied by the participant's number of years of Credited Service.

OR

(2) If hired on or before December 31, 1994: the sum of

- (a) 0.89% of the participant's Average Monthly Compensation times years of Credited Service (up to a maximum of 20 Credited Service years) plus
- (b) 1.07% of Average Monthly Compensation times years of Credited Service in excess of 20 years (up to a maximum of 15 excess Credited Service years) plus
- (c) 0.50% of Average Monthly Compensation in excess of the Covered Compensation breakpoint times years of Credited Service (up to a maximum of 35 Credited Service years).

If hired after December 31, 1994: the sum of

- (a) 0.89% of the participant's Average Monthly Compensation times years of Credited Service (up to a maximum of 35 Credited Service years) plus
- (b) 0.50% of Average Monthly Compensation in excess of the Covered Compensation breakpoint times years of Credited Service (up to a maximum of 35 Credited Service years).

For purposes of the pre-April 1, 2007 formula described above, "Average Monthly Compensation" generally means 1/60 of the greater of (i) the participant's total Compensation from the participating employer during the five consecutive calendar year period which provides the highest total Compensation or (ii) the participant's total Compensation from the participating employer during the 60-month period immediately

prior to termination of employment. For any months at the beginning of the 60-month period which are in a calendar year not entirely included in the 60-month period (described in clause (ii) above, Compensation for these months is the average monthly Compensation for that calendar year.

Bonuses, expense reimbursements and other extraordinary compensation are not taken into account under this pre-April 1, 2007 definition of Compensation, but amounts contributed to the Banta Corporation Incentive Savings Plan and the Banta Corporation Group Health Plan are taken into account. Special rules apply if any part of your compensation is derived from commissions.

Also for purposes of the pre-April 1, 2007 formula, "Credited Service" generally means the participant's total period of employment with the employer while the employer is participating in the Component.

The Covered Compensation breakpoint is the 35-year average of the Social Security maximum taxable wage base where the 35-year period ends with the year the employee attains Social Security Normal Retirement Age.

The pre-April 1, 2007 formula applies only to Average Monthly Compensation and years of Credited Service as of March 31, 2007 and the participant's Covered Compensation breakpoint is determined without any increases to the Social Security maximum taxable wage base after March 31, 2007 ("Pre-April 2007 Benefit"). The amount of the Pre-April 2007 Benefit will not be changed for any compensation or service after March 31, 2007.

A participant is eligible for the Pre-April 2007 Benefit as a Normal Retirement Pension if he or she terminates employment on or after attaining age 65, even if the participant has not yet reached his or her fifth anniversary of commencing Component participation. As a result, a participant's Normal Retirement Date for both formulas is the first day of the month after attaining age 65.

The Banta Employees Component's Enhanced Benefit Formula

Certain long-service Banta employees who were active participants in the Banta Employees Component as of March 31, 2007 (see below for eligibility requirements) and who are closest to retirement may have less opportunity to build savings in other ways. To account for this, the Component enhances pension benefits for such employees based on age-plus-service "points."

You are eligible for the enhanced benefit if you:

- Were an active employee of Banta on March 31, 2007 (ignoring any period of absence of less than 30 days that includes March 31, 2007);
- Had at least 55 age-plus-service points as of March 31, 2007.

Age-plus-service points are determined by adding together:

- Your age as of March 31, 2007; and
- All of your “service” as of March 31, 2007.

For purposes of determining your age-plus-service points, your “service” includes your total number of years and months of service from your adjusted hire date through March 31, 2007. Your adjusted hire date is your original hire date adjusted to reflect any breaks in service, which do not count toward your “service.”

So, if you are age 50 with 15 years of service at Banta as of March 31, 2007, you will have 65 age-plus-service points (50 + 15). If you are age 50 with 10 years of service, you will have 60 age-plus-service points (50 + 10).

Your age-plus-service points determine the percentages used to calculate your enhanced annual pension accrual under the Component’s enhanced benefit formula. Here is how the enhanced annual pension accrual will be calculated:

- **At least 55 points but fewer than 65 points.** If you are eligible and have at least 55 points but fewer than 65 points as of March 31, 2007, the Component will apply an additional 0.25% to your pensionable earnings. This enhancement will provide for a total annual pension accrual of 0.95% of your pensionable earnings starting April 1, 2007 (0.7% + 0.25% = 0.95%).
- **65 or more points.** If you are eligible and have 65 or more points as of March 31, 2007, the Component will apply an additional 0.50% to your pensionable earnings. This enhancement will provide for a total annual pension accrual of 1.2% of your pensionable earnings starting April 1, 2007 (0.7% + 0.50% = 1.2%).

This enhanced benefit formula applies only to eligible employees with at least 55 age-plus-service points as of March 31, 2007. If you are not eligible, or you do not have at least 55 age-plus-service points on that date, the Component’s enhanced benefit formula will not apply – even if you meet that criterion in future years. Also, this enhanced benefit formula only applies for determining benefits accrued between April 1, 2007 and December 31, 2011, and not for determining benefits accrued prior to April 1, 2007.

The enhanced benefit formula does not apply for determining your annual pension accrual for any period after you have a period of absence from active employment with Banta or any other member of the RR Donnelley Controlled Group of Companies that begins on or after April 1, 2007, and that period of absence is more than 30 days.

An Example

Assume that on March 31, 2007 an employee is age 48 with 18 years of service, which means he had 66 age-plus-service points. Assume he also meets the other requirements for the enhanced benefit formula. Also assume that as of March 31, 2007 he has earned a benefit under the Component’s prior final average compensation

benefit formula equal to \$10,291, his 2007 pensionable earnings after March 31, 2007 are \$50,000 and he works at Banta until age 65 and then retires.

For the last nine months in 2007, this employee would earn an annual pension accrual of \$600 (1.2% x \$50,000). In each future year, he would earn an annual pension accrual equal to 1.2% of that year's pensionable earnings. Here is how the Component would calculate his monthly pension benefit under the enhanced benefit formula. For purposes of this example, we are assuming a 2.5% annual pay increase.

1.2% of pensionable earnings starting April 1, 2007 for each year of benefit service through December 31, 2011, the date that benefit accruals froze under this formula = \$3,154 (the sum of annual pension accruals at age 65)*

PLUS

Any benefit earned under the Component through March 31, 2007 (final average compensation benefit formula) = \$10,291

EQUALS

Annual pension benefit = \$13,445 (\$3,154 + \$10,291)

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EQUALS

Monthly pension benefit from this Component at age 65 = \$1,120.40

*For this example, \$1,314 of this employee's future accruals of \$3,154 is due to the enhanced benefit formula. On a monthly basis, the \$1,314 equates to \$109.50 per month at age 65.

For more information about your pension, contact the Pension Service Center. See the final page of this Part A for information on how to contact the Pension Service Center.

Maximum Benefit Amount

Federal law sets annual limits on the amount of pay that can be considered and the benefits you can receive from plans like the Bowne Pension Plan. Over the years, the maximum benefit amount has changed to reflect inflation and cost-of-living increases. If these limits affect you, you will be notified when your pension benefit is calculated. You also may contact the Pension Service Center for more information regarding these limits. See the final page of this Part A for information on how to contact the Pension Service Center.

When You Receive Benefits

Your pension benefit under the Component will consist of your career average pay formula benefit and any pre-April, 2007 final average compensation benefit. These must be paid at the same time but not in the same form.

You can receive your pension benefit from the career average pay formula at normal retirement age – age 65. Or, you can receive a reduced pension benefit as early as age 55, provided you have at least five years of vesting service.

Normal Retirement

You are eligible to retire with a pension benefit from the career average pay formula if you retire at age 65 from Banta or any member of the RR Donnelley Controlled Group of Companies. Your normal retirement date is the first day of the month after you reach age 65. When you retire on or after this date, your total annual pension benefit is the sum of your annual pension accruals, expressed as a single life annuity. The amount you actually receive may be lower if you choose a payment option that pays benefits to your spouse or a beneficiary after you die.

Early Retirement

Even though the normal retirement age is 65, you may choose to retire from Banta or any member of the Donnelley Controlled Group of Companies and start payments earlier. If you are vested (that is, you have at least five years of vesting service), you may retire and receive a reduced pension benefit from the career average pay formula any time after you reach age 55.

If you separate from Banta or any member of the Donnelley Controlled Group of Companies before age 65, you can defer starting your pension benefit until you reach age 65. Once you have separated and have reached age 65, you are entitled to the pension benefit amount earned as of your separation date or, if earlier, as of December 31, 2011 (*i.e.*, the day on which benefit accruals under the Component were frozen), unreduced for early retirement. Or, after you have separated, you can have your pension benefit start early on a reduced basis as of the first day of any month between your 55th birthday and your normal retirement date.

If you want your pension benefit to start early, your monthly pension benefit amount will be less than what you would receive at age 65. This early retirement reduction is applied because it is expected that you will receive payments over a longer period of time than if you began receiving them at age 65. The early payment reduction for benefits accrued after March 31, 2007 is 0.3% per month (3.6% per year) for each of the first five years that you collect benefits prior to normal retirement, and 0.4% per month (4.8% per year) for each of the next five years, as shown in the following table:

Benefit Commencement Age	Years Before Normal Retirement	Total Reduction Factor
65	0	0%
64	1	3.6%
63	2	7.2%
62	3	10.8%

61	4	14.4%
60	5	18.0%
59	6	22.8%
58	7	27.6%
57	8	32.4%
56	9	37.2%
55	10	42.0%

For example, if you retire early, you elect to begin receiving payments at age 55, and you have a \$1,000 monthly normal retirement benefit, that benefit will be reduced to \$580 per month ($42.0\% \times \$1,000 = \420) ($\$1,000 - \$420 = \580 per month).

If you retire early but decide to defer receiving your pension benefit until after you reach age 65, you will receive the full pension benefit amount. No reduction will be applied for early payment.

Pre-April 2007 Benefit Early Retirement Provisions

10 or More Years of Vesting Service

If a participant terminates employment with 10 or more years of Vesting Service and elects to commence his or her pension before attaining age 65, the early commencement reduction percentages for his or her Pre-April 2007 Benefit (if applicable) are determined as under the pre-April 1, 2007 Plan provisions, with the resulting percentages that are described below.

If the participant terminates employment after attaining age 55 (after attaining age 57 if employment terminated before April 1, 2007) and elects that the Early Pension commence before his or her attaining age 65, the monthly amount of Normal Retirement Pension single life annuity for his or her Pre-April 2007 Benefit is reduced by 0.5% for each month (*i.e.*, 6% per year) that the pension commences prior to age 62. For employees with 90 years of age plus Vesting Service at the time of termination of employment, the early commencement reduction is the same as described above except that, for each of the first 36 months that the pension commences prior to age 62, the reduction is only 0.25% for each month (*i.e.*, 3% per year), provided, however, that this more favorable early commencement reduction does not apply to the portion of the single life annuity attributable to Average Monthly Compensation in excess of the Covered Compensation breakpoint.

If the participant terminates employment before attaining age 55 (before attaining age 57 if terminated before April 1, 2007) and elects that the Early Pension commence after attaining age 55 (after age 57 if employment terminated before April 1, 2007) and before attaining age 65, the monthly amount of Normal Retirement Pension single life annuity for his or her Pre-April 2007 Benefit

- is reduced by 0.666% for each of the first 36 months (*i.e.*, 8% per year) that the pension commences prior to age 65,

- is reduced by an additional .5% for each of the next 60 months (*i.e.*, 6% per year) that the pension commences prior to age 62, and
- if employment terminates on or after April 1, 2007, is reduced by an additional .333% for each of the next 24 months (*i.e.*, 4% per year) that the pension commences prior to age 57 (commencing before age 57 not available if employment terminated before April 1, 2007).

If the participant participates in the Component both before 1998 and after 1997 and elects that the Early Pension commence after attaining age 57 and before attaining age 65, the monthly amount of Normal Retirement Pension single life annuity for his or her Pre-April 2007 Benefit:

- is not reduced for any of the first 36 months that the pension commences prior to age 65, and
- is reduced by .5% for each of the next 60 months (*i.e.*, 6% per year) that the pension commences prior to age 62.

5 or More But Less Than 10 Years of Vesting Service

If a participant terminates employment on or after April 1, 2007 with 5 or more, but less than 10, years of Vesting Service and elects to commence his or her pension after attaining age 55 and before attaining age 65, the monthly amount of Normal Retirement Pension single life annuity for his or her Pre-April 2007 Benefit is reduced by the same percentages as explained in the preceding paragraph. (If employment terminated before April 1, 2007 with 5 or more Years of Service, but less than 10, commencing before age 65 is not available.)

Late Retirement

If you continue to work for Banta or any member of the RR Donnelley Controlled Group of Companies after your normal retirement date and you work more than 40 hours per month, you will not receive your career average pay formula benefit until you separate from Banta or any member of the RR Donnelley Controlled Group of Companies. You continue to earn additional annual pension accruals for your period of service with Banta after age 65, but not beyond December 31, 2011.

However, you must start receiving your pension benefit no later than April 1 after the year in which you reach age 70½ or separate from Banta or any member of the RR Donnelley Controlled Group of Companies, whichever is earlier. If you begin receiving these distributions while you are still employed, you may have continued to earn annual pension accruals under the Component until you separate. Your annual pension accrual will reflect any annual pension accrual you earned from your continued employment.

If you continue to be employed after your normal retirement date, you will be notified that your pension benefit will not be paid, except as provided above, unless you separate from Banta or any member of the RR Donnelley Controlled Group of

Companies, or you work less than 40 hours a month. If you work less than 40 hours a month, notify the Pension Service Center to receive a monthly pension check. See the final page of this Part A for information on how to contact the Pension Service Center.

If You Return to Work

If you did not begin receiving your monthly pension benefit, you might begin earning additional vesting service and, up to December 31, 2011, additional benefit service, in the Component upon your return. See the “Breaks in Service” section for details regarding how the Component treats vesting service and benefit service.

If you separate from Banta or any member of the RR Donnelley Controlled Group of Companies and begin receiving a monthly pension benefit from the Component, then return to work, your monthly pension benefit may be suspended.

In general, if you are expected to work 1,500 or more hours in the 12-month period after your reemployment, your monthly pension benefit will stop on the first of the month after you return to work.

If you are expected to work less than 1,500 hours in the 12-month period after your reemployment or in any calendar year, your monthly pension benefit under the Plan will continue.

Special Instances That May Impact Your Banta Employees Component Benefit

Certain situations, such as those described below, may impact your pension benefit from the Banta Employees Component.

If You Terminate Employment Before Retirement

If you are vested and you terminate employment after March 31, 2007, you will be eligible to receive your monthly pension benefit at age 65 or as early as age 55 if you elect to receive early retirement benefits. You will receive your pension benefit as an automatic single, lump-sum distribution if the present value of your entire age-65 benefit under the Component (*i.e.*, the total of your pre-April 1, 2007 benefit plus the value of your post-March 31, 2007 pay benefit) plus any benefit under any other component of the Plan is \$5,000 or less. The “present value” is a calculation of the amount of your future monthly benefit expressed in today’s dollars and paid as a lump sum. This calculation reflects the time value of money (interest rate) and your life expectancy. If the present value of your entire age-65 benefit is \$5,000 or less and greater than \$1,000 and you do not elect otherwise, your single sum-sum distribution will be transferred directly to an individual retirement plan 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 calling 1-866-767-1212 (you will need your password) or by mail at the following address: RR Donnelley Pension Service Center, 3800 American Blvd. West, Suite 400, Minneapolis, Minnesota 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.

In any case, you will receive a letter within four to five months after you separate from Banta and the RR Donnelley Controlled Group of Companies. The letter will indicate the amount of your pension benefit and when you can receive it.

Please contact the Pension Service Center for information on how to start receiving your pension benefit. See the final page of this Part A for information on how to contact the Pension Service Center. Be sure to call 45 to 90 days before you want your pension benefit to begin. You will also need to complete and return the necessary forms within the time frame outlined in your pension paperwork.

If you separate before you are vested, you are not entitled to any benefit from the Component.

If You Die

If you are married, have a vested benefit, and die before payments from the Component begin, your surviving spouse is entitled to a pre-retirement surviving spouse benefit. The benefit is based on the benefit you accrued as of your date of death or termination of employment (if earlier), but not beyond December 31, 2011 (*i.e.*, the day on which benefit accruals under the Component were frozen). Payments can begin on the first day of the month after your death, or the first day of the month after your 55th birthday (whichever is later).

If you die before age 65, your surviving spouse also can defer payments until any time up to the first of the month following your 65th birthday. If your surviving spouse begins to receive payments before the month after your 65th birthday, the benefit amount is reduced for early distribution.

The amount of the benefit is equal to the 50% survivor's portion of a 50% qualified joint and survivor annuity that can begin payments to you immediately before the day your spouse's benefit is to begin. However, if you die after electing and beginning to receive a 25%, 75% or 100% joint and survivor option for your spouse, such form will apply in lieu of the 50% qualified and joint and survivor option. See the "Normal Forms of Payment" subsection under the "Forms of Payment" section for a description of the 50% qualified joint and survivor annuity.

If you elect to start to receive your payments in the form of a 75% or 100% joint and survivor annuity with your spouse as the joint annuitant and you die before your payments begin, your spouse's benefit will be the 75% or 100% survivor's portion rather than the 50% survivor's portion described above. See the "Alternative Forms of Payment" subsection under the "Forms of Payment" section for a description of your ability to elect a 75% or 100% joint and survivor annuity.

Prior Plan Death Benefits

If you die before retirement and (i) after completing at least 15 years of vesting service or (ii) after attaining age 57 and completing 10 or more years of vesting service, your surviving spouse will receive an alternative benefit, instead of the benefit described above, for the portion of your benefit which you accrued for service performed prior to April 1, 2007. This alternate benefit is equal to 50% of your full accrued benefit prior to April 1, 2007 as of the date preceding your death paid monthly for the life of your spouse. However, the monthly amount is reduced if your spouse is more than five years younger than you. This alternate benefit is not reduced for commencing prior to the day on which you would have attained age 65. This benefit is paid monthly following the date of your death regardless of when the benefit described above (with regard to service performed on or after April 1, 2007) commences.

If you have a domestic partner, have a vested benefit, and die before payments from the Component begin, your domestic partner is entitled to a pre-retirement death benefit similar to the benefit paid to a surviving spouse as described above. The form of the payment for such benefit, the starting date for such benefit and all other terms and conditions for such benefit are the same as those for a spouse. The "Prior Plan Death Benefits" described above also applies to reduce the amount of the pre-retirement death benefit payable to your domestic partner, if applicable. However, the payment of such death benefits 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.

If you are not married and do not have a domestic partner. The Component does not pay a preretirement death benefit if you are not married, you do not have a domestic partner, and you die before payments from the Component begin.

If you die after payments from the Component begin and you selected a payment form that provides for a survivor benefit, the Component pays such benefit to your beneficiary.

If a survivor benefit is payable to your spouse or beneficiary and the present value of that benefit is less than \$5,000, the Component distributes that benefit in the form of a lump-sum payment in lieu of an annuity.

If Your Marital or Domestic Partner Status Changes

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

Pension Service Center. The individual who is your spouse or domestic partner on the date of your death is the individual who is eligible for the pre-retirement death benefit.

If you begin to receive a monthly pension benefit that provides a payment to a survivor upon your death, the beneficiary you elected to receive the survivor benefit cannot be changed.

Marital or Domestic Partner Status

Effective June 26, 2013, for all purposes of the Component, “married” or “marriage” means the legal union between a participant and a person who thereby became the spouse of the participant. With respect to a participant or other person, “spouse” means only a person who is legally married to the participant under the laws of any domestic or foreign jurisdiction that has the legal authority to sanction marriages. A former spouse is treated as a spouse to the extent provided under a qualified domestic relations order. “Domestic partner” means only a person with whom you have a domestic partnership that is currently registered with a governmental body pursuant to state or local law authorizing such registration.

Forms of Payment

When you are eligible to retire, you choose how you want to receive your pension benefit. Almost all of the forms of payment available to you are different versions of “annuities”. Annuities are monthly payments that begin on your benefit start date and continue until you and/or your spouse or beneficiary dies. Depending on which form of payment you choose, your monthly benefit amount will vary.

Contact the Pension Service Center to begin your pension benefit. See the final page of this Part A for information on how to contact the Pension Service Center. Be sure to call 45 to 90 days before you want your pension benefit to begin. Soon after you contact the Pension Service Center, you will receive written information about all of the alternative forms of payment available to you.

All forms of annuity payments are actuarially equivalent to the single life annuity form of payment. The assumptions for determining actuarial equivalence are described under the “Actuarial Assumptions” section in Part B of this SPD .

Normal Forms of Payment

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 single 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, your monthly benefit is smaller than it would be if you were not married, because payments are expected to continue being made to your surviving spouse, in the event of your death. In the event that you die before your spouse, he or she is entitled to receive 50% of your reduced monthly benefit for his or her lifetime. If your spouse dies after you start receiving your pension benefit, no further benefits will be payable upon your death.

Alternative Forms of Payment

If you do not want to receive your pension benefit in the normal form of payment, you may choose an alternative form of payment. The alternative forms of payment are as follows:

- **Single 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 or anyone else after your death. If you elect this form of payment, your spouse must give his or her written consent in the presence of a notary public.

- **10-year certain and life annuity.** A participant who accrued a benefit prior to April 1, 2007 is also eligible to elect, with spousal consent, to receive a 10-year certain and life annuity of his or her pre-April 1, 2007 benefit. If you die before you receive 10 years of payments, your beneficiary will receive the remaining of the 10 years of payments. If you die after you receive 10 years of payments, no additional benefits are payable to your beneficiary.
- **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. However, if your beneficiary is not your spouse or domestic partner, your beneficiary cannot be more than 30 years younger than you are. You choose what percentage of your monthly benefit you want to have paid to your beneficiary upon your death – 25%, 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 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 and elect the 50%, 75% or 100% option.
- **Age-62 Social Security level income option.** This option is available only if you start receiving benefits before age 62. This form of payment allows you, in conjunction with your estimated age-62 Social Security benefit, to maintain a more level monthly income throughout your retirement. If you retire before age 62, you receive a larger pension benefit amount from the Component until you reach that age. Then, when you are eligible to receive your age-62 Social Security benefit, your pension benefit from the Component is reduced.

You can elect the Social Security leveling option in conjunction with any other form of payment described above. 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 or designated Plan representative.

- **Automatic single-sum payment.** When you terminate employment, your pension benefit will be calculated after your final pay is received. If the present value of your total pension benefit amount (the total of your traditional benefit plus the value of your career average pay benefit) plus any benefit under any other component of the Plan is \$5,000 or less, you will receive a single-sum distribution from the Plan for the entire present value of your pension benefit. You will receive this payment by the end of the year after the year in which you terminate employment. If the present value of your total pension benefit amount is \$5,000 or less and greater than \$1,000 and you do not elect otherwise, your single sum distribution will be transferred (as required by law) directly to an individual retirement account (IRA) created for your benefit rather than be distributed to you. If the present value of your total pension benefit is less than \$1,000 and you do not elect otherwise, a check for the present

value of your total pension benefit will be mailed to you. The present value is a calculation of the amount of your future monthly benefit expressed in today's dollars and paid in a lump sum. The calculation represents the time value of money (interest rate) and your life expectancy.

- **Rollover to eligible retirement plan option.** If you elect a direct rollover distribution, you may elect to have any taxable portion of a distribution transferred directly to another qualified plan, a 403(a) plan, a 403(b) (not-for-profit) plan, a 457 (state or local government) plan that agrees to separately account for amounts so transferred (including earnings), or to a traditional IRA or Roth IRA. You may elect to have any nontaxable portion of a distribution transferred directly to a 403(b) (not-for-profit) plan or a 401(a) qualified trust that agrees to separately account for amounts so transferred (including earnings) or to a traditional IRA or Roth IRA. If you roll your balance over directly, you will avoid a mandatory 20% withholding tax and a possible 10% penalty tax. If your beneficiary is your spouse, the distribution may be made as a direct rollover to a traditional IRA, a Roth IRA, another qualified plan, a 403(a) plan, a 403(b) (not-for-profit) plan, or a 457 (state or local government) plan that agrees to separately account for amounts so transferred. If your designated beneficiary is not your spouse, the distribution may be made as a direct rollover to a traditional IRA or a Roth IRA that was established for the purpose of receiving this distribution.

Electing an Alternative Form of Payment

If you wish to elect an alternative form of payment, you must complete an appropriate form electing the alternative form. If you are married on the date your pension benefit begins and you elect a form that pays less than 50% of your pension benefit to your surviving spouse or designate a person other than your spouse, you must have his or her written approval. The approval must be witnessed by a notary public.

No Election

You do not have to start receiving your pension benefit when you separate if you are younger than age 65, provided the present value of your total pension benefit amount (the total of your tradition benefit or cash balance benefit plus the value of your career average pay benefit) plus any benefit under any other component of the Plan is greater than \$5,000. You can elect to defer the payment of your pension benefit until as late as age 65. If you do not elect a distribution, you will receive a statement about your pension benefit five to six months after you separate. When you decide you want to begin receiving your pension benefit, it is your responsibility to contact the Pension Service Center. Be sure to call 45 to 90 days before you want your pension benefit to begin. You will need your Login ID and password (PIN). You will not begin receiving your pension benefit until you initiate contact, unless you are age 65.

Revoking an Election

You can revoke your distribution election and make a new election at any time prior to the date your first pension benefit payment is made. If you are married and you make a new election, the spousal consent rules described above apply to your new election.

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 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.