An

RR Donnelley

Group

Pension Plan

Summary Plan Description

January 1, 2015

Bowne Pension Plan

Bowne Component

RR DONNELLEY

Bowne Pension Plan (the "Plan")

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

January 1, 2015

If you are a participant in the Bowne 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 Bowne Pension Plan prior to any mergers are now covered by the Bowne 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 Bowne Pension Plan.

Table of Contents

Introducing Your Pension Plan

Welcome to the Bowne Component of the Bowne Pension Plan, a key component of your retirement benefits, which also include Social Security benefits and the RR Donnelley Savings Plan.

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

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

- with respect to periods after December 31, 2013, the Bowne Component of the Bowne Pension Plan and
- with respect to periods on or before December 31, 2013, the Bowne Pension Plan.

Your retirement benefits are designed to work together with your personal savings to help you meet your retirement income needs. In particular, the Bowne Component of the Plan offers these great features:

- The Bowne Component is provided at no cost to you. RR Donnelley Financial, Inc. (the "Company"), previously named Bowne & Co., Inc., pays the full cost of your pension benefit, ensuring you a guaranteed source of income at retirement. Plus, there's no need to enroll. Your participation in the Bowne Component was automatic and became effective generally after completing a year of eligibility service.
- The Bowne Component is easy to understand. For pension benefits earned on and after January 1, 2008 and on or before December 31, 2011, the Component established an account to keep track of your benefit. Beginning January 1, 2008, every month, the Component credited your account with an amount equal to 3% of your pay for that month. Over time, these credits accumulated with interest at a rate set by the Plan. For benefits earned before January 1, 2008, see the section below titled "If You Were Hired Before 2003".
- Your account continues to accumulate interest even after December 31, 2011 until payment of your benefit commences.
- You have a number of payment options. Once you are eligible to receive payment, your account balance can be paid to you in a lump sum or converted to an annuity form of payment.
- Your benefit is portable. After completing three years of service, you are entitled to a pension benefit from the plan when you leave the Company.

If You Were Hired Before 2003

You have two benefits in the Bowne Component of the Plan — a frozen pension benefit determined according to the pension plan formula in effect before January 1, 2008, and a second frozen benefit determined using the formula in effect on and after January 1, 2008 and on or before December 31, 2011 (the "post-2007 formula"). When you retire, your total pension benefit will be the sum of these two benefits. Be sure to read "If You Were Hired Before 2003" beginning on Page 16 to understand how these two benefits will be added together.

Important Terms You Should Know

As you read through this summary, you may come across some technical terms. See the "Important Terms You Should Know" section on Page 14 for definitions. To help you identify defined terms, they are shown LIKE THIS the first time they appear in this summary.

Your Retirement Planning Resources

Your benefit under the Bowne Component of the Plan and your Social Security retirement benefits form the foundation of your retirement income. You are also provided the RR Donnelly Savings Plan to enable you to supplement your retirement income and meet your financial goals for retirement. To plan for retirement successfully, you need to know how much retirement income you can expect and how much you need to save in order to meet your goals. That's why RR Donnelley provides tools to help you:

- Determine whether you are on track to meet your retirement income goals. The Dream Machine is an online tool that allows you to model different retirement scenarios. That way, you can determine if you are on track to meet your retirement goals and the steps you can take to increase your retirement savings. To access the Dream Machine, go to www.retireonline.com and click on the "Dream Machine" link. When you access the site for the first time, you must register before using the site. Click "Register," which is located below the "Sign In" box, and follow the on-screen instructions to complete the registration process. When prompted for your password, enter the last four digist of your employee ID number on MyBowne, followed by your four-digit year of birth. (Note: The first time you log on, you will be asked to change your password.) Then, on the Welcome page, click "Retirement Modeler" in the left-hand column to begin modeling your potential retirement benefit.
- Perform and save pension calculations to help decide what retirement dates and payment options best meet your needs. A pension modeler is available at www.MillimanBenefits.com that will allow you to choose different retirement dates and show you the amount of your pension under each of the Component's payment options.

What You'll Find Here

On the following pages you will find valuable information describing the main features of the pension plan, including:

- when you qualify for retirement,
- how your pension benefit is calculated and how it can be paid,
- how your spouse or other BENEFICIARY is protected in the event of your death, and
- additional information that will help you plan ahead.

Background

Recent Plan Mergers

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

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

Between 2010 and 2012, the Donnelley Controlled Group of Companies merged the second through sixth of these pension plans into the first of these plans, namely the Retirement Benefit Plan of R. R. Donnelley & Sons Company (the "Donnelley Plan"). 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 prior to December 31, 2011 you were in an employee group covered by the Bowne Pension Plan, your benefits previously provided thereunder will instead be provided by the Bowne 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 "How Your Pension Benefit is Calculated".)

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 Bowne Component of the Bowne Pension Plan and contains information specific to the participants in the Bowne 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.

Part B of the SPD contains information about the Bowne Pension Plan that is consistent for all of the nine other 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 Bowne 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.

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.

Eligibility and Participation

Who Is Eligible

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

To participate in the Bowne Component, you must have been an eligible employee of Bowne & Co., Inc. (now named RR Donnelley Financial, Inc. (the "Company")), who received pay from Bowne other than a pension, severance pay, retainer or fee under contract. For purposes of this SPD, "Bowne" means Bowne & Co., Inc. and all its affiliated employers that participated in the Bowne Component prior to December 31, 2011. A complete list of those employers 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.

Who Is Not Eligible

You do not participate in the Bowne Component if you were:

- covered under a collective bargaining agreement that did not provide for plan membership,
- a non-resident alien,
- a leased employee,
- classified by Bowne as an independent contractor or consultant,
- covered by another retirement or savings plan sponsored by Bowne or any affiliate of Bowne other than the RR Donnelley Savings Plan or a nonqualified unfunded deferred compensation plan maintained by Bowne,
- designated as included in a group of employees ineligible for participation in the retirement plans of RR Donnelley and its controlled group of companies, or if you transfer employment from such an employee group. Those designated ineligible employee groups are: Pro-Line Printing, Confort & Company, Prospectus Central, Nimblefish Technologies, Inc., 8touches, Inc. and Journalism Online, LLC., or
- transferred to an employer participating in the Bowne Component from an employer participating in the RR Donnelley Component, Banta Employees Component or Moore Wallace Component of the Plan.

When Participation Begins

Participation was automatic; there was no need to enroll. Your participation date depends on when you were hired:

- If you were an eligible employee hired by Bowne before January 1, 2003, your participation became effective on the first day of the month following the date you completed a year of ELIGIBILITY SERVICE.
- If you were an eligible employee hired after December 31, 2002, you automatically begin to participate in the plan on January 1, 2008, or on the first of the month after you complete a year of eligibility service, if later.

You cannot join the plan while you are on a LEAVE OF ABSENCE.

How Your Pension Benefit Is Calculated

Who Pays The Cost Of The Plan

- RR Donnelley Financial, Inc. (the "Company") pays the full cost of the plan and handles all the investments. Beginning January 1, 2008, or the date you began participating in the Bowne Component, if later, the Bowne Component established an account in your name to keep track of the pension benefit you earned on and after January 1, 2008 and on or before December 31, 2011.
- Beginning January 1, 2008 and ending December 31, 2011, every month, the Component credited your account with an amount equal to 3% of your PAY for that month.
- Over time, these credits accumulate with interest at a rate set by the Component.

Pay Credits

At the end of every month beginning January 1, 2008 and ending December 31, 2011, the Company credited your account with an amount equal to 3% of that month's eligible pay. If you stopped working for Bowne before the end of a month and prior to December 31, 2011, your last pay credit will be based on your pay for time worked in that month. You will continue to earn interest credits until you receive payment of your pension benefit. The total amount of annual eligible pay taken into account in determining your pension benefit is limited by law. For 2011, the limit was $245,000.

Interest Credits

Although you will receive no additional pay credits beyond December 31, 2011, your account will continue to grow with interest credits until payment of your benefit commences. Interest is credited on the balance in your account at the beginning of each month. The interest rate is equal to the 10-year rate for U.S. Treasury Securities (constant maturities) published on the last business day of the previous December, plus 25 basis points. The interest rate will not be less than 2% or greater than the lesser of (1) 7%, or (2) the 10-year rate for U.S. Treasury Securities (constant maturities) for the previous month of December. The interest rate is determined at the beginning of each calendar year and will fluctuate annually.

The post-2007 formula described on the next page applies only to the pay credits credited to your account on and after January 1, 2008. The pension benefit you earned through December 31, 2007 (your "pre-2008 benefit") was frozen. When it's time for you to receive payment, your final pension benefit will be the sum of the benefit determined under the post-2007 formula described above and your pre-2008 benefit. Please see "If You Were Hired Before 2003" on Page 16 for information on how your pre-2008 pension benefit is calculated.

For Example

Suppose Brenda's annual pay was $60,000, or $5,000 a month, during 2008 and the interest rate was 4.2% per year, or approximately 0.35% (0.0035) per month. Here is how her pension benefit under the post-2007 formula would be calculated.

Calculating Brenda's Pension Benefit				
	Opening Balance	Interest Credit	3% Pay Credit	Closing Balance
January 2008	$ —	$ —	$150.00	$150.00
February 2008	$150.00	$0.53	$150.00	$300.53
March 2008	$300.53	$1.05	$150.00	$451.58
April 2008	$451.58	$1.58	$150.00	$603.16

In this example, the Company credited Brenda's account with an amount equal to 3% of that month's pay — $150 ($5,000 x 0.03). Since the new pension plan formula started January 1, 2008, Brenda's account balance was zero on January 1 and Brenda received no interest for the first month. However, in the second month she received $0.53 interest ($150 x 0.0035) on the balance at the beginning of the month. At the end of four months, Brenda's account balance was $603.16.

Vesting

You must be VESTED in the plan in order to receive a benefit. You become fully vested in your pension benefit when you complete three years of VESTING SERVICE (see Page 14 for details on how vesting service is determined). Once you are vested, you will be entitled to a benefit when you leave the Donnelley Controlled Group of Companies. Regardless of your years of vesting service, you also become fully vested if you reach age 65 or become permanently and totally disabled while you are still working at Bowne or any of the Donnelley Controlled Group of Companies.

Otherwise, if you terminate employment before you have three years of vesting service, you will not be entitled to any pension benefit.

When You May Receive Payment

The timing of your pension payments depends on the value of your benefit (including amounts earned before and after January 1, 2008) when you leave the Donnelley Controlled Group of Companies. Your payment options are described in "How Your Pension Benefit Is Paid" on Page 9.

If the value of your benefit is:

- $5,000 or less, you will receive payment as soon as administratively possible after you leave employment.
- more than $5,000, but less than or equal to $10,000, you are eligible to receive payment upon termination. You may also defer payment up to age 65.
- more than $10,000, you may receive payment as early as age 55. Alternatively, you may defer payment up to age 65.

Payment is not automatic. You must request payment in writing at least 60 days in advance of the date on which you want payments to begin. See "Applying For A Pension Benefit" on Page 13 for information.

If you work beyond age 65, you may begin receiving payment of the benefit you accrued (prior to December 31, 2011) through age 65 while you are still employed. Any benefit you earned after these in-service payments began will be paid when you terminate employment.

Note: If you take a distribution of your pension benefit due to your termination of employment before age 59½, it may be subject to early distribution excise taxes.

Delayed Payments

If you terminate employment and do not begin receiving pension payments immediately, your account will continue to grow with interest credits until you receive payment of your benefit. (You are not eligible for any pay credits after December 31, 2011.) You will receive information about your pension benefit and payment options before your NORMAL RETIREMENT DATE, along with the forms you'll need to apply for payment of your benefit. If you do not receive the notification and forms before your normal retirement and your annuity starting date is delayed as a result, your pension benefit will be adjusted to reflect the late commencement.

Disability Benefits

You will be entitled to receive a disability retirement pension benefit if you are an eligible employee (as defined in "Who Is Eligible" on Page 5) and your employment with the Donnelley Controlled Group of Companies ends due to your PERMANENT AND TOTAL DISABILITY. This means pension payments can begin immediately after your employment ends instead of waiting until age 55. The amount of your disability pension payments will be based on the benefit you earned as of the date your employment ended.

How Your Pension Benefit Is Paid

The payment options that are available to you depend on the total value of your pension benefit (including amounts earned before and after January 1, 2008) when you leave the Donnelley Controlled Group of Companies.

If You Were Hired Before 2003: You will make one single election for both your pension benefit earned prior to January 1, 2008 and your pension benefit earned on and after January 1, 2008. Your pension benefit prior to January 1, 2008 and your Component account balance will be converted, as needed, to the same form of payment and added together so that you receive one payment (or series of payments) for both benefit amounts.

If The Value Is $5,000 Or Less

If the lump sum value of your pension benefit is $5,000 or less when you terminate employment, you will receive a lump sum distribution as soon as administratively possible after you terminate employment. You will be offered the option to receive payment in cash or to roll your benefit over to an Individual Retirement Account (IRA) or another ELIGIBLE RETIREMENT PLAN. If you do not make an election within 60 days of receiving the kit, your benefit will be paid to you in cash, and 20% of the benefit amount will be withheld for federal income taxes, as required by law.

If the lump sum value of that benefit is greater than $1,000, but less than $5,000, and you do not elect otherwise, your benefit will be transferred (as required by law) to an individual retirement account (IRA) created for your benefit. 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 represents the time value of money (interest rate) and your life expectancy.

The IRA will be invested in a manner designed to preserve principal and provide a reasonable rate of return and liquidity. Administrative fees and expenses for the IRA and fees and expenses regarding the IRA's investments will be charged to the IRA. The IRA will be established in your name with Alliant Credit Union. At that time, you will receive information from Alliant Credit Union with details on how to access your account. If you would like more information regarding this automatic rollover provision, please contact the Pension Service Center by telephone (1-866-767-1212) or by mail at the following address: RR Donnelley Pension Service Center, 3800 American Blvd West, Suite 400, Minneapolis, MN 55431. If you would like additional information regarding the IRA, fees and expenses, or services from Alliant Credit Union, you can call Alliant Credit Union at 1-800-328-1935 ext. 2291.

If The Value Is Greater Than $5,000

For pension benefits with a value greater than $5,000, the Component provides several forms of payment. If you choose any of the annuity forms of payment, your account balance will be converted to that form of payment.

Remember: If the value of your pension benefit is greater than $10,000, the earliest you may receive payment is age 55.

Automatic Forms Of Payment
If you do not select an optional form of payment, your pension benefit will be paid automatically based on your marital status when your payments begin.

If You Are Single
If you are single on the date your pension payments begin, the normal form of payment under the plan is a single life annuity. Under this form of payment, your full pension benefit is paid to you in equal monthly installments for your lifetime only. No benefits are payable after your death.

If You Are Married
If you are married on the date your pension payments begin, the normal form of payment is a qualified joint and survivor annuity. Under this form of payment, your pension benefit is paid to you in equal monthly installments. These monthly payments are reduced so that in the event of your death after retirement, a payment equal to 50% of the reduced amount will be continued for the life of your surviving spouse to whom you are married on the date payments begin. If your spouse dies after you start receiving your pension benefit, no further benefits will be payable upon your death.

Optional Forms Of Payment
If you wish, you may elect one of the following payment options if it suits your needs better than your automatic form of payment. If you are married, you will need your spouse's written, notarized consent to elect any optional form of payment other than the joint and survivor annuity with your spouse as the beneficiary.

Single Life Annuity
You receive monthly pension payments for your lifetime only. No benefits are payable after your death.

10-Year Certain And Life Annuity
You receive reduced monthly pension payments for life. If you die before receiving 10 years of payments, your beneficiary receives that same pension benefit amount for the remainder of the 10-year period. If both you and your beneficiary die within the 10-year period, the remaining payments will be made to the estate of the last to survive — you or your beneficiary. If you should survive the 10-year period, your payments will continue until your death.

Joint And Survivor Annuity
You receive reduced monthly pension payments for life so that, in the event of your death, your beneficiary may continue to receive pension payments. Beginning with the first payment following your death, your beneficiary, if living, will receive 100%, 75% or 50% of your reduced pension payment (depending on your election) for his or her life. You may not change or designate a new beneficiary after your payments begin.

Lump Sum
You receive your full pension benefit in one lump-sum payment. No further benefits are payable.

In The Event Of Your Death Before Payments Begin

If you die after completing at least three years of vesting service but before pension payments begin, your beneficiary will be eligible for a pre-retirement survivor benefit, as explained below.

If You Are Married
If you are married when you die, your surviving spouse will receive a pre-retirement survivor annuity benefit. This is a lifetime benefit equal to 100% of your pension plan account balance earned on and after January 1, 2008 and on or before December 31, 2011, converted to a life annuity. Payments may begin as soon as administratively possible following your death. (There is no benefit reduction for early payment.)

If You Are Not Married or You Named a Non-Spouse Beneficiary
If you are not married when you die, or you are married but designated (with your spouse's notarized consent) someone other than your spouse as beneficiary, your beneficiary will receive a pre-retirement survivor benefit, equal to 100% of your pension plan account balance earned on and after January 1, 2008 and on or before December 31, 2011. This amount will be paid in a lump sum. Payment may begin as soon as administratively possible following your death. (There is no benefit reduction for early payment.)

If You Are a Participant Hired Before 2003
In addition to the benefit described earlier, your beneficiary is also entitled to a pre-retirement benefit based on your benefit accrued as of December 31, 2007. If your spouse is your beneficiary, your spouse will be entitled to a lifetime benefit equal to half of your frozen accrued benefit as of December 31, 2007, payable under the qualified joint and survivor annuity form of payment described under "Automatic Forms of Payment" on Page 9. This portion of the pre-retirement survivor benefit is reduced to reflect payments that begin before what would have been your NORMAL RETIREMENT AGE.

If your beneficiary is not your spouse, the pre-retirement benefit based on benefits earned before January 1, 2008, will be calculated as a lump-sum benefit equal to the present value of the survivor benefit that would have been payable if you had been married to a spouse the same age as you on your date of death and payments had commenced on the first day of the month following your date of death.

Special Elections
Your beneficiary may elect, before the date payment of the pre-retirement survivor benefit begins, to convert the benefit into a single lump-sum payment of equivalent actuarial value or into one of the other optional forms of payment (other than a Joint and Survivor Annuity) described in "If the Value Is Greater Than $5,000" on Page 9.

When Payments Begin
Payment to your beneficiary will generally begin as soon as possible following your death. However, certain forms may need to be filed before payments can begin. Your beneficiary should contact the RR Donnelley Pension Service Center at 1-866-767-1212 as soon as possible following your death to initiate payments.

Spouse As Beneficiary
If your spouse is your beneficiary, he or she may defer payment to December 31 of the year in which you would have reached age 70½, or December 31 of the year following the year of your death, if later. However, your spouse must consent for payment to begin before the date you would have reached your normal retirement age.

Beneficiary Other Than Spouse
If your beneficiary is someone other than your spouse, your beneficiary may elect to defer payment for up to one year only following the date of your death.

Designating Your Beneficiary
It's important to designate a beneficiary for your pre-retirement survivor benefit. Your beneficiary is the person who will receive payment of your pension benefit in the event of your death.

If you are single, you may choose anyone you wish to be your beneficiary. If you do not designate a beneficiary, payment will be made to your estate.

If you are married, your spouse is automatically your beneficiary. You will need your spouse's written, notarized consent to name anyone other than your spouse as beneficiary. However, to comply with governmental regulations, the Component provides that if you are married, you may elect someone other than your spouse as the beneficiary for your pre-retirement survivor benefit only if you make the election on or after the earlier of the first day of the plan year during which you reach age 35 or the date you terminate employment. If you designate someone other than your spouse as beneficiary and that person dies, your pre-retirement survivor benefit will be paid to your surviving spouse, if any; otherwise, it will be paid to your estate.

Whether you are single or married, a qualified domestic relations order may override your beneficiary designation.

How to Designate a Beneficiary
To designate or change your beneficiary, complete a beneficiary designation form, available from www.MillimanBenefits.com, and submit it to the RR Donnelley Pension Service Center at 3800 American Blvd West, Suite 400, Minneapolis, MN 55431.

Applying For A Pension Benefit

If You Die After Your Pension Payments Begin
If you die after your pension payments begin and your spouse or other beneficiary is entitled to a pension benefit under either the 10-year certain and life annuity or a joint and survivor annuity, he or she may elect to receive, in lieu of these monthly payments, a full lump-sum settlement equal to the actuarial value of the remaining survivor annuity payments payable to him or her. This election must be made before the first monthly payment is made to your beneficiary.

If You Were Re-Employed After Payments Have Begun
You may not receive pension payments and regular pay as an employee of the Donnelley Controlled Group of Companies at the same time. If you are rehired after payment of an annuity has started, payment will be suspended until your subsequent termination of employment. You must notify the RR Donnelley Pension Service Center at 1-866-767-1212 if you are receiving pension payments after being rehired so payment can be suspended. Upon re-employment that occurred on or before December 31, 2011, you received a new pension plan account, which became the actuarial equivalent of the pension benefit you had accrued as of the date you left Bowne, reduced by the value of any pension benefit received. In no event, however, will the amount of your monthly annuity payment at your subsequent termination be less than the monthly annuity payment you were receiving before your re-employment. If you received a lump-sum payment from your previous termination of employment, your opening account balance was zero upon rehire.

Other Important Information

Military Service

Special provisions apply if you take a leave of absence for qualified military service. Any differential pay you receive from a participating company is included when determining your benefit amount. As long as you return to employment within the period during which your re-employment rights are protected by law, you may be entitled to vesting service and 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 period during which your re-employment rights are protected. Please contact the Plan Administrator for more information regarding military leave and return from military leave.

Important Terms You Should Know

To understand how the pension plan works, you'll need to understand these important terms.

Beneficiary
Your beneficiary is the person or persons who will receive the value of your pension benefit when you die. By law, if you are married, your spouse is your automatic beneficiary unless he or she consents, in writing, to another beneficiary. That written consent also must be notarized. If you are single, you may designate any beneficiary you choose. A court order may override your designation.

Domestic Partner
"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.

Eligibility Service
Eligibility service was used to determine your right to participate in the Component. You earned one year of eligibility service if during your first 12 months with Bowne you completed at least 1,000 HOURS OF SERVICE. If you did not complete 1,000 hours of service in your first 12 months of employment, you earned a year of eligibility service in any calendar year following your date of hire with Bowne in which you completed 1,000 hours of service.

Eligible Retirement Plan
Eligible retirement plans include other tax-qualified plans, such as Section 401(k) plans, Section 403(b) arrangements and governmental Section 457(b) plans.

Hours Of Service
Your hours of service were used to determine when you became eligible for participation in the Component. You were credited with one hour of service for each hour you were paid by Bowne, either directly or indirectly, whether or not you performed any work. You received a maximum of 501 employment hours for compensated sick leave, paid vacation time and paid disability leave.

Leave Of Absence
An absence from active service, for up to two years, that is granted by Bowne. Leaves of absence include absence for military or other compulsory service for which employment rights are protected by law and temporary lay-offs from active service with Bowne. If you are laid off and do not return to active service within one week of being recalled, it will be assumed that you terminated employment on the date your lay-off began.

Marriage
For all purposes of the Bowne Component, "married" or "marriage" means the legal union between a participant and a person who thereby became the spouse of the participant.

Normal Retirement Age
The normal retirement age for this Component is your 65th birthday.

Normal Retirement Date
Your normal retirement date is the first day of the month that coincides with or immediately follows your 65th birthday.

Pay
For purposes of determining your pension benefit, your pay is your total cash wages, paid while you were employed by a participating company as an eligible employee (as defined in "Who Is Eligible" on Page 5) on or before December 31, 2011, including base pay, overtime, shift pay, on call pay, commissions, hourly bonuses, paid time off, short-term sick pay, bereavement pay, holiday pay, jury duty pay, personal

holidays, military leave pay and the annual incentive award or quarterly EPIC bonus earned, but excluding all forms of special pay (*e.g.*, allowances, moving expenses, imputed income). The total amount of your pay taken into account in determining your pension benefit is limited by law. For the PLAN YEAR beginning January 1, 2011, under federal law, annual compensation taken into account was limited to $245,000.

Permanent And Total Disability
You have a permanent and total disability if you are unable to perform the customary responsibilities of your job that are reasonably appropriate on the basis of your education, training and experience, and have been approved for Long-Term Disability benefits. Any physician selected by the Plan may make the determination of your disability.

Plan Year
The plan year is the 12-month period beginning December 1 and ending November 30.

Spouse
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.

Vested
Being vested means you own, or have a nonforfeitable right to, the value of your accrued pension benefit.

Vesting Service
Vesting service is used to determine your vesting date and your eligibility for a pension benefit. Generally, you earn one year of vesting service for each 12-month period you are employed by Bowne. In addition, certain absences may be counted as vesting service, such as time spent in the service of the U.S. uniformed forces, provided you return to work within the period during which your re employment rights are protected by law. Special rules apply if you were employed by Bowne before November 1, 1998.

If You Were Hired Before 2003

The post-2007 formula described earlier applies only to benefits earned on and after January 1, 2008. The pension benefit you earned through December 31, 2007, was frozen and will not be adjusted for future service or salary increases. Your pension benefit earned through December 31, 2007 is completely protected and cannot be lost or taken away. This section is intended to provide information you need to know about your pension benefit earned through December 31, 2007.

Determining Your Final Benefit Amount

Your final benefit amount will be the sum of the benefit determined under the post-2007 formula described beginning on Page 6 and your pension benefit earned through December 31, 2007 determined using the pension plan formula described in this section. Note: these formulas normally use different forms of payment (all forms of payment are described under “How Your Pension Benefit Is Paid” on Page 9). Pension benefits earned through December 31, 2007 are usually paid as a single life annuity or, if you are married, a qualified joint and survivor annuity, whereas benefits determined under the post-2007 formula are normally paid in a lump sum. Before the final benefit amount can be determined, benefits will have to be adjusted to the same form of payment.

The formula used to determine your pension benefit earned through December 31, 2007 depends on whether you are:

- a *non-grandfathered* employee or sales employee, or
- a *grandfathered* employee or sales employee. You meet the requirements for grandfathering if on December 31, 2002, you were at least 40 years old with 10 years of vesting service, or your age plus your vesting service equaled at least 55 (with a minimum of eight years of vesting service).

Your pension benefit earned through December 31, 2007 and any pension benefit earned on and after January 1, 2008, must be paid together. Therefore, when you are ready to receive payment of your pension benefit, you will select one payment option for your total benefit.

Normal Retirement Pension
The full amount of your pension benefit earned through December 31, 2007 is available when you reach age 65, which is your normal retirement age. If you elect to retire on a normal retirement pension, your pension payments will start on your normal retirement date — that is, the first day of the month on or after you reach age 65.

Early Retirement Pension
You may elect to have your pension payments start as early as the first of the month following the date you reach age 55 and complete three years of service. If your pension payments begin before age 65, your frozen pension benefit will be reduced actuarially to reflect the longer period of time you are expected to receive payments from the plan.

Note: If you were a participant in the Bowne Component before November 1, 1989, you can take early retirement after you have completed 30 years of credited service, regardless of your age.

Pre-2008 Pension Benefits For Non-Grandfathered Employees

The amount of your pension benefit earned through December 31, 2007 depends on your average annual compensation and months of service as of December 31, 2007, and your age when you retire.

Average Annual Compensation
Your average annual compensation is the average of your annual compensation for the highest-paid five consecutive calendar years during all of your employment with Bowne as an eligible employee before your actual retirement date. If you are a salesperson whose wages are primarily made up of sales incentives and your employment began before January 1, 1996, in determining your average annual compensation, your compensation in each year is limited to $40,000 (amounts over $40,000 are considered excess compensation). The limits on maximum compensation are measured annually (*e.g.*, for 2007, the annual limit was $225,000).

Special rules apply if you were an active, eligible employee of a participating employer on December 31, 2002, and were later transferred to a non-participating employer.

Months of Service
Months of service are used to determine the amount of your pension benefit earned through December 31, 2007. You earn a month of service:

- for each full calendar month during your period of service as an eligible employee of Bowne, and
- any additional 30 days derived by adding days you were employed by Bowne as an eligible employee not counted in a full calendar month. That would include days worked before the beginning of your first full calendar month and after the end of your last full calendar month, up to your severance date.

Any period of employment you had with a company before the date that company became a participating employer is not included in your months of service. However, months of service include an employee's prior employment with Judson-Brooks Company and, for employees who were covered under certain collective bargaining agreements, certain periods of collectively bargained employment with Bowne.

Period of Service
"Period of service" means the period that begins on the date you first completed an hour of service and ends on your severance date.

Severance Date
"Severance date" is the earlier of (a) the date you quit, retire, die or are discharged from service with Bowne, or (b) the last day of an authorized leave of absence or, if later, the first anniversary of the date on which you are first absent from service, with or without pay, for any other reason such as vacation, sickness, disability, layoff or other leave of absence.

Normal Retirement Pension Formula

If you receive payment on your normal retirement date (age 65), your annual pension benefit is based on the following formula:

Pre-2008 Pension Plan Benefit Formula for Non-Grandfathered Employees		
For Service Before December 31, 2002		For Service From January 1, 2003 to December 31, 2007
Average Annual Compensation x 1.25% x Months of vesting service (before December 31, 2002) ÷ 12	*PLUS*	Average Annual Compensation x 0.75% x Months of vesting service (from January 1, 2003 to December 31, 2007) ÷ 12

Note: Special rules apply where service under a former pension plan was credited under this Component. In this case the amount of your pension benefit under the plan will be offset by the amount payable under that former pension plan for the same services.

Transfers

If you transferred from a participating company to a non-participating Bowne employer on or after January 1, 2003, you continued to accrue months of service toward your pension benefit under the formula above through December 31, 2007. Your pension benefit earned through December 31, 2007 will be calculated based on your average annual compensation, including compensation you earned while an employee of the non-participating Bowne company from January 1, 2003 through December 31, 2007.

Note: The monthly benefits in all examples would be paid for your lifetime only. If payments are to continue to your spouse or beneficiary after your death this monthly benefit would be reduced. For details on how your pension benefit is paid, see Page 9.

Pre-2008 Pension Benefits For Non-Grandfathered Sales Employees

Your pension benefit is calculated in the same manner as every other employee with a few extra steps that factor in your commissions.

Your pension benefit will be restricted in accordance with IRS limitations on the maximum compensation that can be used for purposes of calculating benefits. For 2007, the IRS limit was $225,000.

Average Excess Compensation

Average excess compensation is applicable only if your compensation included pay that was considered sales incentives and your employment commenced before January 1, 1996. It consists of the following three tiers:

- Tier One: the excess of your average annual compensation (not to exceed $70,000 each year) for the highest-paid five consecutive calendar years beginning in 1982 and all subsequent calendar years over $40,000;
- Tier Two: the excess of your average annual compensation (not to exceed $100,000 each year) for the highest-paid five consecutive calendar years beginning in 1993 and all subsequent calendar years over $70,000; and
- Tier Three: the excess of your average annual compensation for the highest-paid five consecutive calendar years beginning in 1996 and all subsequent calendar years over $100,000 but not in excess of the annual dollar limit on compensation (e.g., for 2007, the annual limit was $225,000).

Pre-2008 Pension Plan Benefit Formula for Non-Grandfathered Sales Employees			
If you are a sales employee hired before January 1, 1996, your special retirement pension benefit is equal to the sum of the calculation at right.	1.25% x average annual compensation (not in excess of $40,000) x months of service ÷ 12 (service before Jan. 1, 2003) *PLUS* 1.25% x average excess compensation (based on compensation from $40,000 to $70,000) (Tier One) x months of service .÷ 12 (service after Oct. 31, 1982, and before Jan. 1, 2003) *PLUS* 1.25% x average excess compensation (based on compensation from $70,000 to $100,000) (Tier Two) x months of service ÷ 12 (service after Dec. 31, 1992, and before Jan. 1, 2003) *PLUS* 1.25% x average excess compensation (based on compensation in excess of $100,000) (Tier Three) x months of service ÷ 12 (service after Dec. 31, 1995, and before Jan. 1, 2003)	*PLUS* the sum of the calculation at right.	0.75% x average annual compensation (based on compensation not in excess of $40,000) x months of service ÷ 12 (service after Dec. 31, 2002 and before Jan. 1, 2008) *PLUS* 0.75% x average excess compensation (based on compensation from $40,000 to $70,000) (Tier One) x months of service ÷ 12 (service after Dec. 31, 2002 and before Jan. 1, 2008) *PLUS* 0.75% x average excess compensation (based on compensation from $70,000 to $100,000) (Tier Two) x months of service ÷ 12 (service after Dec. 31, 2002 and before Jan. 1, 2008) *PLUS* 0.75% x average excess compensation (based on compensation in excess of $100,000) (Tier Three) x months of service ÷ 12 (service after Dec. 31, 2002 and before Jan. 1, 2008)

Sales Employee Example
Suppose you were hired on July 1, 1996 and your average compensation, including sales incentives, is $64,000.

Average annual compensation	$64,000
Average excess compensation (Tier One)	$24,000 (excess over $40,000 capped at $70,000)
Pre-Jan. 1, 2003 months of service (July 1, 1996 to Dec. 31, 2002)	78 months
Months of service Jan. 1, 2003 and after (Jan. 1, 2003 to Dec. 31, 2007)	60 months
Months of service	138 months
Normal retirement benefit would be: 1.25% x $40,000 x 78 ÷ 12 =	$3,250 annually
PLUS	
Special retirement benefit would be: 1.25% x $24,000 x 78 ÷ 12 =	$1,950 annually
PLUS	
0.75% x $40,000 x 60 ÷ 12 = 0.75% x $24,000 x 60 ÷ 12 =	$1,500 annually $900 annually
Total retirement benefit would be:	$7,600 annually
Monthly pension payment would be: ($7,600 ÷ 12 months)	$633 monthly

If You Transferred To A Non-Participating Affiliate

If you were a Bowne Component participant and transferred directly to a foreign (*i.e.*, non U.S.) Bowne affiliate, then later transferred back to a participating employer, you were permitted to re-enter the plan and accrue months of service for your period of service with Bowne as of your date of transfer to the U.S. affiliate. You did not accrue benefits for the time you were employed by the foreign affiliate.
If you were a Component participant and transferred directly to a non-participating Bowne affiliate in the United States, you continued accruing benefits under the Bowne Component.

Frozen Pension Benefits For Grandfathered Employees

If you met the requirements to be a grandfathered employee (see "If You Were Hired Before 2003" on Page 16), your pension benefit through December 31, 2007, will be calculated using the formula below.

Pre-2008 Pension Plan Benefit Formula for Grandfathered Employees
Average Annual Compensation x 1.25% x Months of Bowne Service (Through December 31, 2007) ÷ 12

Pension Plan Benefit Formula For Grandfathered Sales Employees

If you are a sales employee who met the grandfathering requirements, your pension is calculated using the following formula.

1.25% x average annual compensation (based on compensation not in excess of $40,000) x months of service ÷ 12
PLUS
1.25% x average excess compensation (based on compensation from $40,000 to $70,000) (Tier One) x months of service after Oct. 31, 1982 ÷ 12
PLUS
1.25% x average excess compensation (based on compensation from $70,000 to $100,000) (Tier Two) x months of service after Dec. 31, 1992 ÷ 12
PLUS
1.25% x average excess compensation (based on compensation over $100,000) (Tier Three) x months of service after Dec. 31, 1995 ÷ 12

Grandfathered Examples

To give you an idea of how a grandfathered pension benefit is calculated, here are two examples of what your pension benefit would look like if you retired on July 1, 2008,* at age 65. Suppose you have 15 years of credited service and your average compensation is $40,000 and includes sales incentives.

Example One	
Average annual compensation	$40,000 annually
Months of service (Jan. 1, 1992 to Dec. 31, 2007)	180 months
Normal retirement benefit would be: 1.25% x $40,000 x 180 –12 =	$7,500 annually
Monthly pension payment would be: ($7,500 =12 months)	$625 monthly

Suppose you are a sales employee with 15 years of credited service and your average compensation is $64,000 and includes sales incentives.

Example Two	
Average annual compensation	$64,000 annually
Average excess compensation (Tier One) Months of service (Jan. 1, 1992 to Dec. 31, 2007)	$24,000 annually 180 months
Normal retirement benefit would be: 1.25% x $40,000 x 180 ÷ 12 = *PLUS*	$7,500 annually
1.25% x $24,000 x 180 ÷ 12 Total retirement benefit would be:	$4,500 annually $12,000 annually
Monthly pension payment would ($12,000 ÷ 12 months):	$1,000 monthly

* The tables above show the pension benefit amount earned through December 31, 2007, determined using the pension plan benefit formula for grandfathered sales employees for service through December 31, 2007. In these examples, the pension benefit amount earned through December 31, 2007 would be increased by any amount earned from January 1, 2008 through July 1, 2008 under the post-2007 formula described beginning on Page 5.

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): _____________

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.