



An

RR Donnelley

Group

Pension Plan

Summary Plan Description

January 1, 2015

Bowne Pension Plan

Moore Wallace Component

Check Printers Benefit

Bowne Pension Plan (the "Plan")

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

January 1, 2015

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

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

The Bowne Pension Plan is Not Only for Bowne Employees

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

For example, the employee groups previously covered by the Check Printers Benefit of the Retirement Income Plan of Moore Wallace North America, Inc. prior to any mergers are now covered by the Check Printers Benefit of the Moore Wallace Component of the Bowne Pension Plan. Similarly, the previous Retirement Benefit Plan of R.R. Donnelley & Sons Company prior to any mergers is now the RR Donnelley Component of the Bowne Pension Plan, covering the same employee group previously covered by that RR Donnelley plan.

Accordingly, the Bowne Pension Plan no longer covers only employees of Bowne. **Because of the plan mergers, the Bowne Pension Plan, through its Components, covers the many employee groups of the RR Donnelley Controlled Group of Companies previously covered by separate plans.**

This is Part A of the Summary Plan Description for employees of RR Donnelley and other RR Donnelley companies previously covered by the Check Printers Benefit of the Retirement Income Plan of Moore Wallace North America, Inc.

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INTRODUCTION

This **Part A** of the Summary Plan Description (“SPD”) for the “Check Printers Benefit” described below of the Moore Wallace Component of the Bowne Pension Plan (the “Pension Plan” or the “Plan”), together with **Part B** of the SPD for the Plan, constitute the SPD for the Check Printers Benefit of the Moore Wallace Component of the Plan. If you do not have a copy of Part B of the SPD, contact the RR Donnelley Pension Service Center at 1-866-767-1212 or visit rrdspdxpress.com.

History of Check Printers Benefit

Effective December 31, 2004, the Employees’ Retirement Plan of Check Printers, Inc. (the “Check Printers Plan”) was frozen and any compensation you receive or service you perform after that date is not used to increase your benefit under the benefit formula of the Check Printers Plan (the “Check Printers Benefit”).

Effective December 31, 2006, the Check Printers Plan merged into the Retirement Income Plan of Moore Wallace North America, Inc. (the “Moore Wallace Plan”), which was maintained by Moore Wallace North America, Inc. After that date, the Moore Wallace Plan governed your Check Printers Benefit (previously accrued before December 31, 2004 under the Check Printers Plan) and any subsequent additional benefit you may have accrued under the Moore Wallace Plan.

Recent Plan Merger

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

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

Between 2010 and 2012, the Donnelley Controlled Group of Companies merged the second through sixth of these pension plans into the first of these plans, namely the Retirement Benefit Plan of R.R. Donnelley & Sons Company (the “Donnelley Plan”). As a result, the Moore

Wallace Plan, including your Check Printers Benefit, became a component of the Donnelley Plan. On December 31, 2013, the Donnelley Plan was merged into the Bowne Pension Plan. Accordingly, all benefits accrued under the first through sixth plans are now instead being provided under the Bowne Pension Plan.

The Bowne Pension Plan continues after those mergers to have the same Plan Sponsor and Plan Number as before the mergers, *i.e.*, the Plan Sponsor is RR Donnelley Financial, Inc. (federal employer identification number 13-2618477) (the “Company”), previously named Bowne & Co., Inc., and the Plan Number is 001. The Bowne Pension Plan now consists of nine Components: three Components for the benefits previously provided under the three components of the prior Banta Hourly Pension Plan, five Components for the benefits previously provided under the other five prior plans, and one Component for the benefits previously provided under the Bowne Pension Plan as it existed prior to December 31, 2013.

If you were previously in an employee group covered by the Retirement Income Plan of Moore Wallace North America, Inc., or if you were subsequently in an employee group covered by the Moore Wallace Component of the Donnelley Plan, your benefits previously provided thereunder will instead be provided by the Moore Wallace Component of the Bowne Pension Plan. Those employee groups include employees with respect to the Check Printers Benefit they accrued under the Check Printers Plan before further accruals under that plan ceased (were “frozen”) effective December 31, 2004 and before that plan was merged into the Moore Wallace Plan effective December 31, 2006.

Any plan merger described above did not affect the benefits you have accrued prior to the merger. The mergers also do not affect your benefit starting date or the forms in which you can receive your benefits.

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

Your Summary Plan Description

This **Part A** of the SPD relates to the Check Printers Benefit of the Moore Wallace Component of the Bowne Pension Plan and contains information specific to the participants in the Moore Wallace Component who have accrued a Check Printers Benefit, such as who is eligible for that benefit, how that benefit is calculated, when a participant can start receiving his benefit and the different payment forms for that benefit.

Part B of the SPD contains information about the Plan that is consistent for all of the nine components (and their covered employee groups), such as the procedures for applying for benefits, income taxes applied to your benefits, situations affecting your benefit, how to make an inquiry, claim or appeal regarding your benefit, details regarding who to contact for assistance, and your rights as a participant in a component of the Plan.

We urge you to read this SPD carefully for a better understanding of the benefits that are available to you. A statement of your benefits can be obtained from the Benefits Center. See Part B of the SPD for information on how to contact the Benefits Center.

This Part A of the SPD only addresses the amount, time of payment, and payment forms of the Check Printers Benefit (previously accrued before December 31, 2004). You should refer to Part A of the SPD for the Moore Wallace Component (other than for the Check Printers Benefit) with respect to the amount, time of payment, and payment forms of any subsequent additional benefit you may have accrued under the Moore Wallace Component.

Your SPD is based on the official Plan document. It is written to be understandable and attempts to be as complete, accurate, and up-to-date a description as possible of your Check Printers Benefit. However, it does not include every detail of the Moore Wallace Component pertaining to the Check Printers Benefit. In the event that there is any discrepancy between your SPD and the Plan document, the actual Plan document always governs. The Plan document has changed over the years and only the relevant Plan document applies unless specifically provided otherwise. For example, someone who started benefit payments in November, 2003 only had the benefit forms available at that time as an election.

In addition, nothing in your SPD should be interpreted as an employment contract, nor does your SPD create an entitlement to any benefit from your employer. Your SPD merely describes certain pension benefits offered to eligible employees as of January 1, 2015. The Company reserves the right to change or terminate the Plan at any time.

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

PLAN HIGHLIGHTS

Plan Provisions	Requirements to Qualify	Highlights	Details on Page
Participation	<ul style="list-style-type: none"> • Prior to January 1, 2005, 1st day of 12 month period in which you worked 1,000 hours or more 	You automatically became a participant on the date you first qualified.	6
Normal Retirement	<ul style="list-style-type: none"> • Age 65, or • 5th Anniversary of Plan participation, if later 	Your normal retirement income begins when you retire, and is based on your Credited Service and, in some instances, annual Compensation, up to your date of retirement, but not including employment after December 31, 2004.	7
Early Retirement	<ul style="list-style-type: none"> • Age 55 • 15 years of Vesting Service 	Your early retirement income begins when you retire and is equal to (a) times (b): (a) the portion of your normal retirement income which you have earned up to your early retirement date, but not including employment after	9

		December 31, 2004. (b) a reduction factor to take into account your younger age when your payments begin.	
Vested Termination	<ul style="list-style-type: none"> 5 years Vesting Service 	Your vested termination benefit is usually deferred until you reach age 65. It is the portion of your normal retirement income which you have earned up to your date of termination, but not including employment after December 31, 2004. You may elect to receive a reduced retirement income beginning as early as age 55, if you have 15 years of Vesting Service.	13
Death Benefit While in Service	<ul style="list-style-type: none"> 5 years of Vesting Service 	A monthly income is paid to your eligible spouse. The amount is based on the normal retirement income which you have earned up to your date of death, but not including employment after December 31, 2004.	14

DEFINITIONS

For the purposes of this Check Printers Benefit, certain words and terms have special meanings. You may want to refer to these definitions as you read the booklet:

Accrued Benefit

If you leave employment before age 65 and you are entitled to:

- An early retirement benefit, or
- A vested termination benefit at age 65, or
- Your spouse is entitled to a death benefit,

the amount of the benefit will depend on your Accrued Benefit.

Your Accrued Benefit is the amount of retirement income that you will receive at your Normal Retirement Date and is computed using your Credited Service and, in some cases, annual Compensation earned up to your date of retirement or termination, reduced by the monthly benefit, if any, from the annuity purchased by the Check Printers Plan to guarantee benefits accrued through December 31, 1986.

However, your Credited Service and annual compensation will not include employment for periods after December 31, 2004.

Credited Service

Credited Service is used to calculate your benefit. Generally, it is the period of your continuous employment from the date that you started to work until the date of your termination. If you have a break in service and you are later re-employed, special rules apply to any rights you may have to restore prior Credited Service.

You will not receive any additional Credited Service for periods after December 31, 2004.

Compensation

For a calendar year, the sum of:

- Amounts actually paid to you by Check Printers for services rendered, as reported on your federal income tax withholding statement (Form W-2 or its subsequent equivalent) for the calendar year, exclusive, however, of reimbursements and other expense allowances, fringe benefits (cash and noncash), moving expenses, welfare benefits, and all other extraordinary compensation; and
- Amounts not includable in your taxable income (a) by reason of a salary reduction election under a cafeteria plan or, effective January 1, 2001, pursuant to a pre-tax transportation plan. Your annual compensation considered for calculating any benefit amount cannot exceed the limitation imposed by the Internal Revenue Service, which for 2004 was \$205,000.

Compensation for periods after December 31, 2004 will not be considered for purposes of determining your Accrued Benefit.

Domestic Partner

Effective June 26, 2013, “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.

Eligible Spouse

Effective June 26, 2013, 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. “Married” or “marriage” means the legal union between a participant and a person who thereby became the spouse of the participant.

Vested and Vesting Service

Vesting Service is used to determine whether you have a right to receive your Check Printers Benefit if you terminate employment before you are eligible to retire. This right means you are Vested. You are Vested if you have at least 5 years of Vesting Service. Prior to January 1, 2007,

Vesting Service was the same as Credited Service, but also included periods of approved leave of absences for:

- Periods not in excess of twelve (12) months, or
- Military leave, or
- Family or medical leave.

After December 31, 2006, Vesting Service means a year of service in accordance with the Moore Wallace Plan or the Moore Wallace Component of either the Donnelley Plan or the Bowne Pension Plan. A year of service is a calendar year in which you complete 1,000 or more hours of employment. To determine whether you are Vested after December 31, 2006 in your Check Printers Benefit, your prior Credited Service is converted to years of service, and your employment after 2006 is also considered.

PARTICIPATION

You were a participant in the Check Printers Plan and eligible to earn a Check Printers Benefit if prior to January 1, 2005:

- You were an employee of Check Printers, and
- You worked 1,000 hours or more in your first year of employment or in a subsequent 12 month period commencing January 1 each year.

Participation began automatically as of the first day of the 12 month period you first met the 1,000 hour requirement. You were not required to take any action in order to participate.

You were not eligible to participate in the Check Printers Plan if you became an employee of Check Printers on or after February 27, 2004 and immediately before you became an employee of Check Printers you were an employee of RR Donnelley & Sons Company and were eligible to participate in the Retirement Benefit Plan of R.R. Donnelley & Sons Company. However, you may still have participated if one of the following conditions applied to you:

- You entered into an agreement which allowed you to participate in the Check Printers Plan or
- You were covered by a collective bargaining agreement which allowed you to participate in the Check Printers Plan.

Effective January 1, 1992 an employee who was a member of the Check Printers Management Committee was not eligible to participate in the Plan.

CONTRIBUTIONS

The Donnelley Controlled Group of Companies pays the entire cost of the Check Printers Benefit. No employee contributions are required or permitted. The contributions to the trust fund for the Bowne Pension Plan (which now includes the Check Printers Benefit as part of the Moore Wallace Component) are determined by that Plan's pension consultants.

NORMAL RETIREMENT CALCULATION

Normal Retirement Date

Your Normal Retirement Date is the first day of the month following your 65th birthday, or the 5th anniversary of the date you became a participant in the Check Printers Plan, whichever is later.

When you retire, your monthly pension will be based on your years of Credited Service and, if you were employed on a salaried basis, your Compensation for each year you were employed on a salaried basis. Your monthly pension is (1) \$4.00 per month for each full year of Credited Service, plus (2) 1/12th of 1 ½% of your Compensation for each year you were employed on a salaried basis, all reduced by (3) the monthly benefit, if any, from the annuity purchased by the Check Printers Plan to guarantee benefits accrued through December 31, 1986 under the Salaried Employees Supplemental Retirement Plan of Werthan Industries, Inc.

First Example:

Assume you retire at age 65 (Your Normal Retirement Date) with 24 years of Credited Service (all earned on or before December 31, 2004) and you were not employed on a salaried basis. Your monthly benefit would be:

$$24 \text{ years of Credited Service times } \$4.00 = \$96.00.$$

This represents the total benefit you will receive, including the monthly benefit, if any, from the annuity purchased by the Check Printers Plan to guarantee benefits accrued under the Salaried Employees Supplemental Retirement Plan of Werthan Industries, Inc. through December 31, 1986.

Second Example:

Assume the same facts in the First Example, except assume that, for 7 of the 24 calendar years (not beyond 2004), you were employed on a salaried basis with annual Compensation amounts as follows:

1998	\$55,000
1999	\$57,000
2000	\$61,000
2001	\$65,000
2002	\$67,000
2003	\$70,000
2004	\$71,000

Your monthly benefit would be:

(1)	24 years of Credited Service times \$4.00 =	\$96.00
PLUS		
(2)	1/12 times .015 times \$55,000 =	\$68.75
	1/12 times .015 times \$57,000 =	\$71.25
	1/12 times .015 times \$61,000 =	\$76.25
	1/12 times .015 times \$65,000 =	\$81.25
	1/12 times .015 times \$67,000 =	\$83.75
	1/12 times .015 times \$70,000 =	\$87.50
	1/12 times .015 times \$71,000 =	<u>\$88.75</u>
		<u>\$557.50</u>
TOTAL		\$653.50

This \$653.50 represents the total benefit you will receive, including the monthly benefit, if any, from the annuity purchased by the Check Printers Plan to guarantee benefits accrued under the Salaried Employees Supplemental Retirement Plan of Werthan Industries, Inc. through December 31, 1986.

In addition to the monthly amounts shown in the Examples above, you may receive a monthly benefit from Social Security.

Late Retirement Date

Your Late Retirement Date is the first of the month following the date you terminate employment after your Normal Retirement Date.

Your late retirement monthly benefit will be computed in the same manner as for normal retirement, using your Credited Service and, if you were employed on a salaried basis, your Compensation, up to your actual retirement date (but not for any periods of employment after December 31, 2004).

EARLY RETIREMENT CALCULATION

Early Retirement Date

If you are at least 55 years old with at least 15 years of Vesting Service, you may retire before age 65.

Your early retirement income is the Accrued Benefit as of your early retirement date, reduced to account for the fact that benefits will be paid over a longer period of time.

The following table summarizes the early retirement reduction factors.

Age When Benefits Start	Early Retirement Factor	Age When Benefits Start	Early Retirement Factor
55	.460	60	.700
56	.508	61	.760
57	.556	62	.820
58	.604	63	.880
59	.652	64	.940

Example:

Assume you retire at age 62 (Your Early Retirement Date) with 25 years of Credited Service (all earned on or before December 31, 2004) and you were not employed on a salaried basis. Your monthly benefit would be:

25 years of Credited Service times \$4.00 times .820 (Early Retirement Factor) = \$82.00

This represents the total benefit you will receive reduced for early retirement, including the monthly benefit, if any, from the annuity purchased by the Check Printers Plan to guarantee benefits accrued through December 31, 1986, which is also reduced for early retirement.

MAXIMUM PERMISSIBLE BENEFIT

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

FORMS OF PENSION PAYMENT

Lump Sum Payments

If the lump sum value of the total of your Vested Accrued Benefit and any other benefit under the Moore Wallace Component (accrued since December 31, 2006 under the Moore Wallace benefit formula) does not exceed \$5,000 at the time your benefits are paid, that total will be distributed as a lump sum payment no later than the end of the year following the year in which you terminate employment. If the amount of that lump sum payment is greater than \$1,000 but less than \$5,000 and you do not elect otherwise, your benefit will be transferred (as required by law) to an individual retirement account (IRA) 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 RR Donnelley Pension Service Center by telephone (1-866-767-1212) or by mail at the following address: Benefits Center, 3800 American Blvd. West, Suite 400, Minneapolis, MN 55431. If you would like additional information regarding the IRA, fees and expenses, or services from Alliant Credit Union, you can call Alliant Credit Union at 1-800-328-1935 ext. 2291.

Normal Form of Retirement Benefits

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 when your payments begin, you will normally receive a monthly benefit for as long as you live. This is known as the Single Life Annuity. This means that if you die before or after starting your pension benefit, no other benefits are provided to a survivor after your death.
- **If You are Married.** If you are married to an Eligible Spouse when your payments begin, you will normally receive benefit payments under a 50% Joint and Survivor Annuity with your spouse as the contingent annuitant. Under this option, a monthly benefit is paid to you for as long as you live. If your spouse to whom you are married when your payments start is still living at the time of your death, 50% (one-half) of the income that you were receiving will be paid to your surviving spouse for as long as he or she lives. If your spouse dies after you start receiving your pension benefit, no further benefits will be payable upon your death. You should be aware that this option results in a reduction in your benefit payment in order to take into account the protection it provides your spouse.

If you are married and designate a beneficiary other than your spouse, your spouse must give his or her written and notarized consent to this election. Your spouse must also consent to any beneficiary designation you made before your marriage.

Optional Forms of Retirement Benefits

The following describes some optional forms of payment that are available when you retire. Generally, the longer payments are made, the lower the monthly payments will be. If the participant is married to an Eligible Spouse the spouse must consent in writing to any option election which is other than a 50%, 75%, or 100% Joint and Survivor Annuity with your spouse as the contingent annuitant. Contact the Pension Service Center to discuss the effect that the options may have on your monthly retirement income. See Part B for more information on how to contact the Pension Service Center.

Single Life Annuity

This form of payment provides a benefit to you for as long as you live. Upon your death, this form would pay no additional benefits to your surviving spouse.

Joint and Survivor Annuities

- (1) **50% Joint and Survivor Annuity:** This option provides a monthly income to you as long as you live. If your contingent annuitant survives you, a lifetime income equal to 50% of your benefit will be payable to your contingent annuitant after your death.
- (2) **75% Joint and Survivor Annuity:** This option provides a monthly income to you as long as you live. If your contingent annuitant survives you, a lifetime income equal to 75% of your benefit will be payable to your contingent annuitant after your death.
- (3) **100% Joint and Survivor Annuity:** This option provides a monthly income to you for as long as you live. If your contingent annuitant survives you, a lifetime income equal to 100% of your benefit will be payable to your contingent annuitant after your death.

A contingent annuitant is the person (your spouse or another person selected by you) to whom survivor's benefit would be paid if your death occurred prior to the date your contingent annuitant dies.

Single Life Annuity with Ten-Year Certain

This option provides a monthly income to you as long as you live. In the event your death occurs before 10 years are up, payments will be continued to your beneficiary for the balance of the ten-year period.

PAYMENT OPTION CONSIDERATIONS

Before choosing the way you want to receive your retirement income, you need to give serious consideration to your own circumstances. You should consider such things as your own health and, if applicable, the health of your spouse, and what will happen to your family after your

death. You should also consider any additional money which will be available after your death from sources such as Social Security and your own savings and insurance.

The following summary lists some of the advantages and disadvantages of each method of payment:

Option	Advantages	Disadvantages
Single Life Annuity	The largest payment amounts.	No additional payments after your death.
50% Joint and Survivor Annuity	Payments will be made for as long as either you or your contingent annuitant is living.	Your payment amounts are smaller than the 10-Year Certain and Life Option, but larger than under both the 75% and 100% Joint and Survivor Annuities. Only 50% of the joint amount that you were receiving is payable to your contingent annuitant after your death.
75% Joint and Survivor Annuity	Payments will be made for as long as either you or your contingent annuitant is living.	Your payment amounts are smaller than under the 50% Joint and Survivor Annuity, but larger than under the 100% Joint and Survivor Annuity. Only 75% of the joint amount that you were receiving is payable to your contingent annuitant after your death.
100% Joint and Survivor Annuity	Payments will be made for as long as either you or your contingent annuitant is living. 100% of the amount that you were receiving is payable to your contingent annuitant at your death.	Your payment amounts are smaller than under both the 50% and 75% Joint and Survivor Annuities
Single Life Annuity with Ten-Year Certain	If you die before payments are made for 10 years, your designated beneficiary receives payments of the same amount for the remainder of the 10-year period.	No additional payments after the later of your death or 10 years.

Forms of payment may be subject to certain governmental limitations.

Changing Options/Waivers

You may change your payment option election or your beneficiary at any time before your benefit payments begin. If you are married, however, and you wish to make an elect an option other than a 50%, 75%, or 100% Joint and Survivor Annuity with your spouse as the contingent annuitant, you must obtain your spouse's written and notarized consent to make the change. All changes or waivers must be completed on forms provided by the Pension Service Center. See Part B of the SPD for information on how to contact the Pension Service Center.

IF YOU LEAVE BEFORE RETIREMENT

If you have completed at least 5 years of Vesting Service, you have earned a permanent (or vested) right to a benefit under the Check Printers Benefit.

If you leave Check Printers and the RR Donnelley companies after becoming Vested and you do not qualify for a normal or early retirement benefit at your termination date, you will be entitled to a monthly vested termination benefit starting on your Normal Retirement Date.

The amount of your monthly termination benefit will be equal to the Vested Accrued Benefit you have earned up to the date you leave the Check Printers, or December 31, 2004, if earlier.

If you leave Check Printers and the RR Donnelley companies and are entitled to a vested termination benefit, you will receive, shortly after termination, a statement of the amount of income to which you will be entitled on your Normal Retirement Date.

The regular starting date for a vested termination benefit is your Normal Retirement Date. However, if you have completed at least 15 years of Vesting Service, you may elect to receive your vested benefit as early as age 55. Any benefits you elect to receive before age 65 are reduced to reflect the early start of benefit payments.

RE-EMPLOYMENT AFTER TERMINATION

If you are Vested when you terminate employment and are rehired, your past years of Credited Service and related benefit accruals will be reinstated as of your date of re-employment. The Check Printers Benefit also provides that if you are not Vested when you terminate and are rehired, your past years of Credited Service and related benefit accrual may be reinstated as of the first day of a 12 month period in which you work 1000 hours or more if you fulfill the following condition:

- The period of time from the date of your termination of service to the first day of the 12 month period you fulfill the 1,000 hour requirement is not more than the greater of 5 years or your total Vesting Service as of the date of your termination of service.

If you do not meet any of the conditions above, your past years of Credited Service and related benefit accrual will not be reinstated.

If you terminate and return to employment before satisfying the 5-year vesting requirement and before incurring a 5 year break in service after December 31, 2004, your prior Credited Service

and related benefit accrual will not be disregarded. You will continue to receive years of service in accordance with the Moore Wallace Component for purposes of satisfying the 5-year vesting requirement. Credited Service and Compensation used to calculate your Check Printers Benefit is frozen as of earlier of (a) your date of termination or (b) December 31, 2004.

DEATH BENEFITS

No benefits are payable if you die prior to the completion of 5 years of Vesting Service. Special provisions apply if you die while performing qualified military service. Please contact the Pension Service Center for more information.

Spouse's Death Benefit If You Die While Employed

If you die after you become a Vested participant in the Check Printers Benefit, your spouse will receive a monthly benefit equal to 50% of the benefit you would have received had you retired on the day immediately before your death and elected the 50% Joint and Survivor Annuity with your spouse as the contingent annuitant. The amount of the benefit is based on your Accrued Benefit at the date of your death, but could be reduced by a factor to adjust for an earlier start of benefit payments. This amount is further reduced to adjust for the 50% Joint and Survivor Annuity form of payment.

Spousal benefits will commence on the earliest date you could have received benefits if you had terminated service rather than died. Benefits may be deferred until a later date, but not later than your Normal Retirement Date.

However, if you elect to start to receive your payments in the form of a 75% or 100% Joint and Survivor Annuity with your spouse 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 of the 50% Joint and Survivor Annuity described above. See the "Optional Forms of Retirement Benefits" subsection under the "Forms of Pension Payment" section for a description of your ability to elect a 75% or 100% Joint and Survivor Annuity. If the present value of your surviving spouse's total benefit under the Plan is \$5,000 or less, payment is made automatically in a lump sum payment to your spouse after your death.

Spouse's Death Benefit If You Die After Termination

If you are a Vested terminated participant and die before your actual retirement date your spouse will be entitled to a benefit. This benefit will be calculated and paid in the manner described in the preceding paragraph.

Domestic Partner's Death Benefit

If you die after you become a Vested participant in the Plan, but before distribution of your vested Accrued Benefit begins, you are not married, and you have a domestic partner on the date of your death, your domestic partner is entitled to a death benefit in the form of an annuity similar to the benefit paid to a surviving spouse as described above. The amount of such annuity, the form of payment for such annuity, the commencement date for such annuity, and all other terms and conditions for such annuity are the same as those that would be applicable if the

domestic partner were a surviving spouse. However, the payment of such benefit must start within 12 months of your death, even if, at the end of the 12-month period, you would not have reached age 55 if you were alive.

If Your Marital Status Changes

You must report any change in your marital or domestic partner status to 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.

LOSS OF PLAN BENEFITS

You should be aware of the following circumstances which could cause you to lose or forfeit your benefits.

Break In Service

If you have not become a Vested in your Check Printers Benefit (see “If You Leave Before Retirement”), you will lose your years of Credited Service as of the end of the twelve-month period following the last day for which you were paid. If you are later re-employed, however, your years of Credited Service may be reinstated under the conditions described in “Re-Employment After Termination”.

Credited Service will be recognized for authorized leaves of absence such as illness or military service and for maternity and paternity leaves of absence in the case of the birth or adoption of a child.

Qualified Domestic Relations Order

Your Check Printers Benefit must be used only as described in this SPD for the purpose of providing benefits to Check Printers Plan participants and their beneficiaries. It cannot be used for any other purposes. This applies to both the Company and you. This means you cannot assign, transfer or attach your benefits, nor may you use them as collateral for a loan.

However, pension regulations require retirement plans to obey court orders (such as divorce decrees) that require a percentage of your benefits to be paid to a spouse, former spouse, child, or dependent. If such an order is a “Qualified Domestic Relations Order” from a court, any such payments will not violate this requirement.

If you are eligible for early retirement, these laws may authorize the payment of such court-ordered benefits to begin while you are still working. You should understand that the Plan has no discretion in these matters. The Plan must obey the order of the court and will make every effort to notify you of any attempt to subject your benefits to a court order.

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.