

**SOUTH CENTRAL PENSION RIGHTS PROJECT**

815 Brazos, Suite 1100  
Austin, TX 78701  
Toll free: 1-800-443-2528  
FAX: 512-477-6576

Email: [rcurme@tisc.org](mailto:rcurme@tisc.org)  
[www.southcentralpension.org](http://www.southcentralpension.org)

HELPING INDIVIDUALS UNDERSTAND AND EXERCISE THEIR PENSION RIGHTS

August 18, 2014

  
RE: Closing of Cases

Dear Mr. ,

Thank you for contacting the South Central Pension Rights Project. We have completed our investigation into your eligibility for a pension benefit through your work at Moore (R.R. Donnelley).

The Project wrote to the Plan Administrator and obtained documents through several requests including the document dated June 7, 1994 (enclosed) that contained the estimated annual benefits of the Puerto Rico Plan (\$12,015.77) and the U.S. Plan (\$19,003.97). We also obtained documents and calculations on the Canadian Plan. We obtained the Social Security Earnings Statement (enclosed). We were able to reproduce the yearly pensionable compensation numbers used by the Plan Administrator for the Puerto Rico and U.S. Plans, plug them into the formulas from the Plan Documents and Summary Plan Descriptions and obtain the same results for both Plans (calculations attached). This allowed us to discover discrepancies in the pensionable compensation numbers used (Table enclosed). The document dated June 7, 1994 also arguably was evidence of a potential misrepresentation by the employer that the pension calculation would be "all pay/all service" when the Plan had been amended to not be. We also provided advice regarding ERISA Section 510 (discrimination and retaliation) and informal claims procedures under the Plan prior to engaging a formal administrative claim under ERISA Section 503 and 29 C.F.R. 2560.503-1.

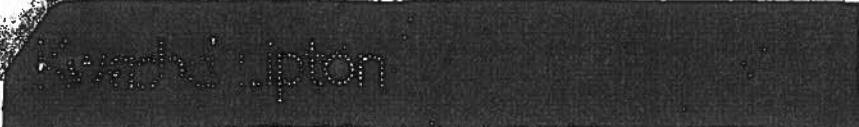
We received your communication requesting to close the cases having executed the Payment Agreement and General Release, which you negotiated with the Plans. Congratulations on the Agreement. I apologize for the delayed response.

Because we have concluded our investigation, we will be closing your cases. There has been no charge for our services. Please take a moment to fill out the enclosed Client Satisfaction Survey and return it in the self-addressed, stamped envelope. Please do not hesitate to call with any questions or if we can be of any assistance in the future. Please feel free to tell your friends about our pension services.

Sincerely,

  
Roger Curme

Enclosures



<b>Street Address</b>	<b>Telephone</b>	<b>Mail Address</b>
2100 North Central Road (at Chicago Plaza North) Park Lane New Jersey	201 992 1800 202 270 8900 Fax 201 992 9075	Post Office Box Park Lane, NJ 077

June 7, 1994

Ms. Heidi [redacted]  
 Manager, Pensions and Benefits  
 Moore Corporation Limited  
 1 First Canadian Place  
 P.O. Box 78  
 Toronto, Ontario, Canada M5X-1G5

Re:  
 T, Partic [redacted] - Revised  
 ipant

Dear Heidi:

As requested in your May 26 letter, we have revised our April 29 calculation for Mr. Partic to reflect his actual date of transfer to the Canadian plan of August 1, 1994. Therefore, we have calculated for Mr. Partic (i) his benefit as of July 31, 1994 calculated as though he had always been in the U.S. Plan (an "all pay/all service" calculation) and (ii) his benefit accrued as of December 31, 1987 under the Puerto Rico Plan. We also estimated his "U.S. only" benefit as of July 31, 1994, assuming he became an employee of Moore Business Forms, Inc. on January 1, 1988. We based our calculations on Mr. Partic date of birth of November 9, 1940 (as indicated in our records), a date of hire of March 1, 1973 (supplied by Suzanne H [redacted]) and the pay history provided in Suzanne's letter of April 26 to Andrea L [redacted]. As you requested, we have used 7/12 of Mr. Partic 1993 pay to estimate his 1994 earnings (7/12 x \$151,300 = \$88,258.33) before transfer to the Canadian plan.

Mr. Partic Puerto Rico Plan formula annual benefit as of December 31, 1987 is \$12,015.77, and his estimated U.S. Plan annual benefit accrued from 1988 through July 31, 1994 is \$19,003.97, for a total accrued annual benefit of \$31,019.74 as of July 31, 1994. If Mr. Partic was indeed an employee of Moore Business Forms de Puerto Rico, S.A. from March 1, 1973 through December 31, 1987, and was an employee of Moore Business Forms, Inc. from January 1, 1988 through July 31, 1994, each Plan should pay its respective portion of this total benefit. We assume that Mr. Vides will begin earning benefits under the Canadian Plan effective August 1, 1994.

Had Mr. Partic always been a participant in the U.S. Plan, his estimated accrued annual benefit as of July 31, 1994 would be \$33,248.30. If Moore wants to provide the \$2,228.56 annual shortfall to Mr. Partic (\$33,248.30 - \$31,019.74), we recommend that the shortfall be paid by Moore out-of-pocket. The U.S. Plan, since January 1, 1985, no longer provides for an "all pay/all service" calculation for employees who transfer into the U.S. Plan from another plan within Moore's corporate group.

We discussed this issue with Sandra Nuttall earlier this year and advised her that the Plan could be amended to again provide for such "all pay/all service" calculation; however, Moore did not make such an amendment. We understand that there was uncertainty about how to draft the amendment so that it would apply only in certain types of circumstances (which were not specified to us) where Moore would want it to apply, and not in other situations.

Washa Lipton

Ms. Heidi Marnoch

Page 2

You indicated that you would like us to report to you the final average earnings used in our calculation and how it is derived. We show below the derivation of the final average earnings as of December 31, 1987 under the Puerto Rico plan and the final average earnings as of January 1, 1985 used to calculate the "all pay/all service" benefit. The U.S. plan was a career average pay plan on January 1, 1988 when Mr. Parto became a member.

Puerto Rico Final Average Pay as of December 31, 1987:

<u>Year</u>	<u>Pay</u>
1983	\$66,000
1984	\$71,300
7 1985	\$75,800
9 1986	\$82,500
1987	<u>\$91,500</u>
Total	\$387,100
Average	\$77,420

"All Pay/All Service" Final Average Pay as of December 31, 1985:

<u>Year</u>	<u>Pay</u>	
1980	\$44,700	36500
1981	\$53,000	55000
1982	\$60,000	
1983	\$66,000	
1984	<u>\$71,300</u>	
Total	\$295,000	
Average	\$59,000	

If you have any questions, please call.

Sincerely,

*Maria*

Maria M. Sarli, F.S.A.  
Partner

MMS:al

Plan	Year	Participant Pensionable Earnings Data (Data from Participant's Summary of Pensionable Compensation.)			Plan Pensionable Earnings Data (Data from letter dated 06/07/1994 from Marta M. Sari; Memorandum dated 08/17/1990 from Gloria Andrews; and letter dated 04/26/1994 to Andrea Luallen.)		
		Rate of Pay	Bonus/Canadian Allowances	Pensionable Earnings	Rate of Pay	Bonus	Pensionable Earnings
PR	1980	36,500.00	0.00	36,500.00	?	?	44,700.00
	1981	55,000.00	0.00	55,000.00	53,000.00	0.00	53,000.00
	1982	60,000.00	0.00	60,000.00	60,000.00	0.00	60,000.00
	1983	66,000.00	0.00	66,000.00	66,000.00	0.00	66,000.00
	1984	71,300.00	0.00	71,300.00	71,300.00	0.00	71,300.00
	1985	75,800.00	46,685.00	122,485.00	75,800.00	0.00	75,800.00
	1986	82,500.00	0.00	82,500.00	82,500.00	0.00	82,500.00
US	1987	91,500.00	0.00	91,500.00	91,500.00	0.00	91,500.00
	1988	110,000.00	0.00	110,000.00	110,000.00	22,000.00	132,000.00
	1989	118,300.00	23,660.00	141,960.00	118,300.00	82,810.00	140,300.00
	1990	135,500.00	82,810.00	218,310.00	135,500.00	60,975.00	196,475.00
	1991	139,174.00	60,975.00	200,149.00	145,500.00	0.00	145,500.00
	1992	122,025.00	51,565.00	173,590.00	147,650.00	0.00	147,650.00
	1993	108,298.00	43,562.00	151,860.00	151,300.00	0.00	151,300.00
Canada	07/31/1994	65,255.75	23,361.33	88,617.08	88,258.33	0.00	88,258.33
	08/01/1994	46,611.25	16,686.67	63,297.92	71,015.15	0.00	71,015.15

## Retirement Income Plan of Moore Business Forms de Puerto Rico, SA

### Calculations

#### Average Pensionable Compensation:

Year	w/o bonus	w/ bonus
1983	66000	66000
1984	71300	71300
1985	75800	122485
1986	82500	82500
1987	91500	91500
TOTAL	387,100	433,785

w/o bonus  $387,100/5 = 77420$

w/ bonus  $433,785/5 = 86757$

Average Social Security Wage Base (see Table below) =  $1,166,600/35 = 33,331.428$

Step 1.  $33331.428 * (2/3\%) = 222.20952$

#### Step 2.

w/o bonus:  $4/3\% * (77420 - 33,331.428) = 587.8476$

w/ bonus:  $4/3\% * (86757 - 33,331.428) = 712.34093$

#### Step 3.

w/o bonus:  $222.20952 + 587.8476 = 810.05712$

w/ bonus:  $222.20952 + 712.34093 = 934.55045$

#### Step 4. Minimum Test:

w/o bonus:  $810.05712 > 48$

w/ bonus:  $934.55045 > 48$

#### Step 5.

Years of Benefit Service = 14 years + 10 months = 14 years + 10/12 years = 14.8333...

w/o bonus:  $810.05712 * 14.8333 = 12015.847$

w/ bonus:  $934.55045 * 14.8333 = 13862.498$

Early Retirement Deduction = 0.6750

w/o bonus:  $12015.847 * 0.6750 = 8110.6967$

w/ bonus:  $13862.498 * 0.6750 = 9357.1861$

**TABLE - Average Social Security Wage Base**

<b>YEAR</b>	<b>SSWB</b>
1970	7,800
1971	7,800
1972	9,000
1973	10,800
1974	13,200
1975	14,100
1976	15,300
1977	16,500
1978	17,700
1979	22,900
1980	25,900
1981	29,700
1982	32,400
1983	35,700
1984	37,800
1985	39,600
1986	\$42,000
1987	43,800
1988	43,800
1989	43,800
1990	43,800
1991	43,800
1992	43,800
1993	43,800
1994	43,800
1995	43,800
1996	43,800
1997	43,800
1998	43,800
1999	43,800
2000	43,800
2001	43,800
2002	43,800
2003	43,800
2004	43,800
<b>TOTAL</b>	<b>1,166,600</b>

NORTH AMERICAN

year	SSWB	W or S	1.10%	1.80%	10.00%	1988
			1.80%	2.00%		1989-1991
1988	45000.00	132000.00	495.00	1566.00	206.10	2267.10
1989	48000.00	140300.00	864.00	1846.00		2710.00
1990	51300.00	196475.00	923.40	2903.50		3826.90
1991	53400.00	145500.00	961.20	1842.00		2803.20
1992	55500.00	147650.00	999.00	1843.00		2842.00
1993	57600.00	151300.00	1036.80	1874.00		2910.80
1994	60600.00	88258.33	1090.80	553.17		1643.97
						19003.97 annual benefit

## PAYMENT AGREEMENT AND GENERAL RELEASE

Participant Spouse R. R. Donnelley & Sons Company ("RR Donnelley"), the Retirement Benefit Plan of R.R. Donnelley & Sons Company (the "Pension Plan"), and the RR Donnelley Pension Plan - Puerto Rico (the "Puerto Rico Plan") (together with the Pension Plan, the "Plans") hereby enter into this Payment Agreement and General Release (this "Agreement").

WHEREAS, Participant accrued pension benefits under the Retirement Income Plan of Moore Wallace North America, Inc., which was merged into the Pension Plan effective December 31, 2012, and under the Puerto Rico Plan;

WHEREAS, as a result of a recent audit, the pension benefits payable to Participant under the Plans have been recalculated;

WHEREAS, RR Donnelley has determined that Participant is eligible for a benefit from the RR Donnelley Unfunded Supplemental Pension Plan (the "SERP") and a special benefit provided by RR Donnelley relating to his service abroad (the "Special Agreements"); and

WHEREAS, Spouse is married to Participant as of the date of this Agreement and has been named as his joint annuitant under the terms of the Plans.

NOW, THEREFORE, the parties to this agreement acknowledge and agree as follows for good and valuable consideration that has been received:

1. Participant Spouse and RR Donnelley agree that, subject to the terms and conditions of this Agreement:

(i) Participant is currently entitled to receive a monthly annuity under the Pension Plan equal to \$935.88 and under the Puerto Rico Plan equal to \$591.87; upon the death of Spouse or Participant the survivor will be entitled to receive a survivor annuity under the Pension Plan equal to \$623.92 and a survivor annuity under the Puerto Rico Plan equal to \$394.58, each of which will begin after the date of death and ending with the month in which the survivor dies;

(ii) beginning on March 1, 2014, in lieu of the foregoing, Participant is entitled to receive a monthly annuity under the Pension Plan equal to \$987.88 and under the Puerto Rico Plan equal to \$682.63; if Participant or Spouse dies on or after March 1, 2014, and survivor will be entitled to receive a survivor annuity under the Pension Plan equal to \$658.59 and a survivor annuity under the Puerto Rico Plan equal to \$455.09, each of which will begin after the date of death and ending with the month in which the survivor dies, and

(iii) on March 1, 2014, RR Donnelley will pay Participant an additional lump sum equal to \$52,579.69, which is in satisfaction of the aggregated value of the retroactive increase in payments back to his original benefit commencement date under the Plans (plus interest), the lump sum value of the amounts payable to Participant under the SERP (plus interest) and the amounts payable to Participant under the Special Agreements (plus interest).



Participant and Spouse hereby acknowledge and agree that all amounts to be paid by RR Donnelley pursuant to this paragraph 1 are gross amounts which shall be subject to deductions for federal, state and any applicable local income tax, FICA and any other applicable employment and similar taxes, and RR Donnelley will in RR Donnelley's discretion make such deductions to such payments and remit such deducted amounts to the appropriate taxing authorities. Notwithstanding anything to the contrary herein, RR Donnelley's obligation to make any payment pursuant to this paragraph 1 is subject to (i) Participant and Spouse providing RR Donnelley with their respective mailing addresses and, upon any change thereof, prompt written notice of such change, and (ii) if Spouse survives the death of Participant then Spouse providing RR Donnelley with prompt written notice of such death and the date thereof. In RR Donnelley's discretion, any such payment to Participant or Spouse may upon the request and direction of Participant or Spouse respectively, be made by direct deposit to an account at a financial institution for the benefit of him or her, respectively.

2. Each of Participant and Spouse (and anyone claiming through either of them or on their behalf) hereby waives and releases each of the Released Parties with respect to any and all claims, whether currently known or unknown, that Participant and Spouse now has or has ever had (whether individually or jointly) against any of the Released Parties arising from or related to any act, omission, or thing occurring or existing at any time prior to or on the date on which he or she, respectively signs this Agreement, including but not limited to claims which could have been asserted under the Age Discrimination in Employment Act. "Released Parties" as used in this Agreement include: (i) RR Donnelley, (ii) the Plans, (iii) Hewitt Associates LLC, and (iv) each of the foregoing entities' past, present and future affiliates, successors, assignees, trusts, trustees, administrators, fiduciaries, agents, directors, officers, and employees. In the event of any further proceedings based upon any released matter, none of the Released Parties shall have any further monetary or other obligation to Participant or Spouse (who each hereby waive any such monetary or other recovery).

Participant ACKNOWLEDGES THAT (A) THIS IS THE FINAL RELEASE OF ALL CLAIMS AGAINST THE RELEASED PARTIES THROUGH THE DATE HE SIGNS THIS AGREEMENT; (B) HE KNOWINGLY AND VOLUNTARILY RELEASES CLAIMS HEREUNDER FOR VALUABLE CONSIDERATION; (C) HE HAS BEEN ADVISED OF HIS RIGHT TO HAVE HIS ATTORNEY REVIEW THIS AGREEMENT (AT HIS COST) BEFORE SIGNING IT; AND (D) HE HAS BEEN GIVEN AT LEAST 21 DAYS WITHIN WHICH TO DECIDE WHETHER OR NOT TO SIGN THIS AGREEMENT.

Participant FURTHER ACKNOWLEDGES THAT HE HAS THE RIGHT TO REVOKE THIS AGREEMENT BY SERVING, WITHIN SEVEN DAYS AFTER HE SIGNS IT, A WRITTEN NOTICE OF REVOCATION AS SET FORTH HEREIN. THIS AGREEMENT WILL BECOME EFFECTIVE AS DESCRIBED IN THE FOLLOWING PARAGRAPH WHEN THAT REVOCATION PERIOD ENDS WITHOUT Participant HAVING REVOKED THIS AGREEMENT.

Each of Participant and Spouse hereby acknowledges and agrees that this Agreement is not effective until, and any obligation of RR Donnelley to make any payment pursuant to this Agreement is conditioned upon, (i) both Participant and Spouse

signing and dating three original copies of this Agreement and delivering such executed three original copies to RR Donnelley at the address indicated below within 21 days after the date on which they receive it, and (ii) [Participant] not revoking this Agreement during the revocation period described in the preceding paragraph. Each of [Participant] and [Spouse] agrees that they would not, and will not, receive the payments described in this Agreement if the conditions set forth in the preceding sentence are not satisfied.

Delivery by [Participant] and [Spouse] of executed original copies of this Agreement, delivery by [Participant] of any written notice of revocation described in the second paragraph of this paragraph 2, and any other notice required to be provided to RR Donnelley under this Agreement shall be made to the Manager, Retirement Plans, of RR Donnelley, who as of the date of this Agreement is Brian Muszynski, at the following address:

Brian Muszynski  
Manager, Retirement Plans; Corporate Benefits  
RR Donnelley  
111 South Wacker Drive  
Chicago, Illinois 60606

3. Each of [Participant] [Spouse] and RR Donnelley acknowledges and agrees as follows:

(a) The obligations of RR Donnelley pursuant to this Agreement relating to the Special Agreements are for a select group of management or highly compensated employees of RR Donnelley within the meaning of that term as used in the Employee Retirement Income Security Act of 1974, as amended, and corresponding regulations of the Department of Labor. Except with respect to the amounts payable under the Plans, the obligations of RR Donnelley pursuant to this Agreement shall at all times be entirely unfunded and unsecured, and no provision of this Agreement shall require the creation of a trust or the segregation of assets of RR Donnelley for payment of any amount under this Agreement. Neither [Participant] nor [Spouse] shall have any interest in any particular asset of RR Donnelley by reason of the right to receive a payment under this Agreement or by reason of any action taken by RR Donnelley to provide for such payment. [Participant] and [Spouse] shall have only the rights of general unsecured creditors of RR Donnelley with respect to any rights under this Agreement.

(b) No amount payable under this Agreement, and no right, contingent or otherwise, to receive any payment under this Agreement, shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, voluntary or involuntary, prior to actual receipt thereof by the payee. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge prior to such receipt shall be void.

(c) Except as required by law, neither [Participant] nor [Spouse] shall disclose the existence or terms of this Agreement to anyone except their accountants and attorneys, and both [Participant] and [Spouse] shall ensure that each such person complies with this confidentiality provision.

(d) Nothing in this Agreement is intended to or shall be construed as an admission by any of the Released Parties that any of them violated any law, breached any obligation or responsibility or otherwise engaged in any improper or illegal conduct.

(e) This Agreement embodies the entire agreement of the parties regarding the matters described herein and supersedes any and all prior and contemporaneous agreements, oral or written, among the parties regarding such matters and may be modified only by a writing signed by RR Donnelley and all other parties then living. This Agreement is governed by the internal laws of the State of Illinois, without regard to its principles regarding conflict of laws, except to the extent preempted by any applicable federal law. Notwithstanding any provisions in this Agreement to the contrary, this Agreement is intended to comply with section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and interpretive guidance thereunder and shall be interpreted in a manner consistent therewith. Each payment hereunder relating to the SERP and Special Agreements shall constitute a "separately identified" amount within the meaning of Treasury Regulation section 1.409A-2(b)(2).

BY SIGNING BELOW, EACH OF THE PARTIES STATES THAT HE, SHE OR IT HAS READ THE FOREGOING, UNDERSTANDS EACH OF ITS TERMS, AND INTENDS TO BE BOUND THEREBY:

**Participant** :  
\_\_\_\_\_

Date: \_\_\_\_\_

**Spouse**  
\_\_\_\_\_

Date: \_\_\_\_\_

**R. R. Donnelley & Sons Company:**

By: *[Signature]*

Title: *Director, Retirement Plans*

Date: *12/23/13*

As a result of a recent audit, the pension benefits calculated under the Retirement Income Plan of Moore Wallace North America, Inc. ("Qualified Moore Wallace") and the RR Donnelley Pension Plan – Puerto Rico ("Qualified Puerto Rico") have been recalculated. Based on the recalculations, it has been determined that your benefits will increase. In addition, it has been determined that you are eligible for a benefit from the RR Donnelley Unfunded Supplemental Pension Plan ("SERP") and a special benefit provided by RR Donnelley during your service abroad ("Special Agreements"). The calculation details are provided below for your review.

Beginning on March 1, 2014, your Qualified Moore Wallace benefit will increase from a gross monthly benefit of \$935.88 to \$987.88. Since you elected to receive this benefit in the form of a true 66-2/3% joint and survivor annuity, the survivor portion of this benefit will increase from a gross value of \$623.92 to \$658.59.

Additionally, beginning on March 1, 2014, your Qualified Puerto Rico benefit will increase from a gross monthly benefit of \$591.87 to \$682.63. Since you elected to receive this benefit in the form of a true 66-2/3% joint and survivor annuity, the survivor portion of this benefit will increase from a gross value of \$394.58 to \$455.09.

Finally, beginning on March 1, 2014, you are eligible for a SERP and a Special Agreement benefit to be paid as a lump sum.

	Moore Wallace Qualified	Puerto Rico Qualified	SERP	Special Agreement	Total
Current Annuity	\$ 935.88	\$ 591.87	N/A	N/A	\$ 1,527.75
Increase in Annuity	\$ 52.00	\$ 90.76	N/A	N/A	\$ 142.76
Revised Annuity Starting 3/1/2014	\$ 987.88	\$ 682.63	N/A	N/A	\$ 1,670.51
Lump Sum Due on 3/1/2014*	\$ 12,889.82	\$ 22,495.79	\$3,347.38	\$13,846.70	\$ 52,579.69

\*The lump sum value of the Moore Wallace Qualified and Puerto Rico Qualified represents the aggregated value of the retroactive payments back to your original benefit commencement date, plus an interest adjustment. The lump sum value of the SERP and Special Agreement represents the lump sum value as of July 1, 2000 with interest to March 1, 2014.

The purpose of the remainder of this letter is to identify the revisions with regards to: (i) the calculation of your Qualified Moore Wallace benefit, (ii) the calculation of your Qualified Puerto Rico benefit, (iii) the calculation of your SERP benefit, and (iv) the Special Agreements provided by RR Donnelley during your service abroad.

#### **Qualified Moore Wallace Benefit and SERP Benefit**

The calculation of your Qualified Moore Wallace benefit amount, currently payable to you as a true 66-2/3% joint and survivor annuity, contained inputs which required revising. First, the pay used for 1994 needed to be updated based on newly acquired data. Second, the bonus amount paid to you in 1989 needed to be increased to the amount you provided. Finally, we have determined that the bonuses used in the previously calculated benefit were not based on the actual year they were paid. For instance, the bonus reflecting your 1990 performance was actually paid in 1991. This change in payment year results in a portion of your pensionable earnings to exceed the 401(a)(17) pay limit for that year which results in a SERP benefit.

The tables under the Qualified Moore Wallace and SERP Benefit Calculations heading of this letter show how the calculations required were performed.

**Qualified Puerto Rico Benefit**

The calculation of your Qualified Puerto Rico benefit amount, currently payable to you as a true 66 2/3% joint and survivor annuity, did not account for the 1985 bonus of \$46,685 paid to you during calendar year 1986.

The table under the Qualified Puerto Rico Benefit Calculations heading of this letter shows how the benefit currently paid by this plan was performed as well as the calculation of the revised benefit to be paid.

**Special Agreements Benefit**

It has come to our attention that during your period working abroad for RR Donnelley, special agreements were entered into which granted you continued benefit accruals under the Qualified Moore Wallace plan benefit structure. See the table under the Special Agreements Benefit Calculations for more information.

**Qualified Moore Wallace and SERP Benefit Calculations**

The table below shows the currently paid and revised benefit payable to you.

Employee Name	Particip
Sex	M
Birth Date	11/9/1940
MW Hire Date	1/1/1988
MW Term Date	7/31/1994
MW BCD	7/1/2000
Age at Term	53.6667
Age at BCD	59.5833
MW Years	6.5000

**Current Benefit Paid**

	Base Used	Bonus Used	Pay Used	401(a)(17) Limit	Total Accrual	SERP Benefit
1994	\$ 88,258.33	\$ 0.00	\$ 88,258.33		\$ 1,643.97	
1993	\$ 151,300.00	\$ 0.00	\$ 151,300.00		\$ 2,910.80	
1992	\$ 147,650.00	\$ 0.00	\$ 147,650.00		\$ 2,842.00	
1991	\$ 145,500.00	\$ 0.00	\$ 145,500.00		\$ 2,803.20	
1990	\$ 135,500.00	\$ 60,975.00	\$ 196,475.00		\$ 3,826.90	
1989	\$ 118,300.00	\$ 22,000.00	\$ 140,300.00		\$ 2,710.00	
1988	\$ 110,000.00	\$ 22,000.00	\$ 132,000.00		\$ 2,267.10	
					Annual Benefit:	\$ 19,003.97
					Monthly Benefit:	\$ 1,583.66
					ERF Adj:	\$ 1,068.97
					Form Adj:	\$ 908.62
					3% COLA started 1/1/2008:	\$ 935.88

**Revised Benefit to be Paid**

	Base Used	Bonus Used	Pay Used	401(a)(17) Limit	Total Accrual	SERP Benefit
1994	\$ 89,134.00	\$ 0.00	\$ 89,134.00		\$ 1,661.48	
1993	\$ 151,300.00	\$ 0.00	\$ 151,300.00		\$ 2,910.80	
1992	\$ 147,650.00	\$ 0.00	\$ 147,650.00		\$ 2,842.00	
1991	\$ 145,500.00	\$ 60,975.00	\$ 206,475.00		\$ 4,022.70	
1990	\$ 135,500.00	\$ 82,810.00	\$ 218,310.00	\$ 209,200.00	\$ 4,081.40	\$ 182.20
1989	\$ 118,300.00	\$ 22,000.00	\$ 140,300.00		\$ 2,710.00	
1988	\$ 110,000.00	\$ 0.00	\$ 110,000.00		\$ 1,831.50	
					Annual Benefit:	\$ 20,059.88 \$ 182.20
					Monthly Benefit:	\$ 1,671.66 \$ 15.18
					ERF Adj:	\$ 1,128.37 \$ 10.25
					Form Adj:	\$ 959.11
					3% COLA started 1/1/2008:	\$ 987.88
Lump Sum to be Paid March 1, 2014 (retroactive missed monthly benefits with interest):					\$ 12,889.82	
					Lump Sum Factor:	145.9537
					Lump Sum as of 7/1/2000:	\$ 1,496.03
Lump Sum to be Paid March 1, 2014 Including Interest:					\$ 3,347.38	

**Qualified Puerto Rico Benefit Calculations**

The table below shows the calculations made for determining your Qualified Puerto Rico benefit, payable as a true 66-2/3% joint and survivor annuity, including the revision made in the calculation as previously stated.

		I Current Benefit	II Revised Benefit
	Inputs		
	Birth Date	11/9/1940	11/9/1940
	Hire Date	3/1/1973	3/1/1973
	Service End Date	1/1/1988	1/1/1988
	1983 Pay	\$66,000	\$66,000
	1984 Pay	\$71,300	\$71,300
	1985 Pay	\$75,800	\$75,800
	1986 Pay	\$82,500	\$129,185
	1987 Pay	\$91,500	\$91,500
1	Benefit Service	14.8333	14.8333
2	Final Average Pay	\$77,420	\$86,757
3	Puerto Rico Plan Social Security Wage Base (SSWB)	\$33,331.43	\$33,331.43
4	FAP Benefit up to SSWB	\$3,297.75	\$3,297.75
5	FAP Benefit Over SSWB	\$8,717.54	\$10,563.73
6	Total Annual FAP Benefit	\$12,015.29	\$13,861.48
7	Early Retirement Factor	0.675	0.675
8	Optional Form Factor	0.85	0.85
9	Qualified Puerto Rico Benefit as of 7/1/2000	\$574.63	\$662.75
10	3% One-Time COLA	1.03	1.03
11	Current Qualified Puerto Rico Benefit	\$591.87	\$682.63
12	One-Time Lump Sum 3/1/2014 for Missed Payments with Interest		\$22,495.79

**Special Agreements Benefit Calculations**

The table below shows the calculations made for determining your benefit in addition to the Qualified Moore Wallace and Qualified Puerto Rico benefits.

Employee Name	<b>Participa</b>
Sex	M
Birth Date	11/9/1940
MW Hire Date	3/1/1973
MW Term Date	7/31/1994
MW BCD	7/1/2000
Age at Term	53.6667
Age at BCD	59.5833
MW Years	21.3333
MW Years @ 12/31/1984	11.8333
MW Years @ 12/31/1985	12.8333

	Base Used	Bonus Used	Pay Used	401(a)(17) Limit	Total Accrual
1994	\$ 89,134.00	\$ 0.00	\$ 89,134.00		\$ 1,661.48
1993	\$ 151,300.00	\$ 0.00	\$ 151,300.00		\$ 2,910.80
1992	\$ 147,650.00	\$ 0.00	\$ 147,650.00		\$ 2,842.00
1991	\$ 145,500.00	\$ 60,975.00	\$ 206,475.00		\$ 4,022.70
1990	\$ 135,500.00	\$ 82,810.00	\$ 218,310.00	\$ 209,200.00	\$ 4,081.40
1989	\$ 118,300.00	\$ 22,000.00	\$ 140,300.00		\$ 2,710.00
1988	\$ 110,000.00	\$ 0.00	\$ 110,000.00		\$ 1,831.50
1987	\$ 91,500.00	\$ 0.00	\$ 91,500.00		\$ 1,474.44
1986	\$ 82,500.00	\$ 46,685.00	\$ 129,185.00		\$ 2,234.46
1985	\$ 75,800.00	\$ 0.00	\$ 75,800.00		\$ 1,195.92
1984	\$ 71,300.00	\$ 0.00	\$ 71,300.00		\$ 9,710.40
1983	\$ 66,000.00	\$ 0.00	\$ 66,000.00		
1982	\$ 60,000.00	\$ 0.00	\$ 60,000.00		
1981	\$ 53,000.00	\$ 0.00	\$ 53,000.00		
1980	\$ 44,700.00	\$ 0.00	\$ 44,700.00		
1979	*Assumed less than 1980 pay				
1978	*Assumed less than 1980 pay				
1977	*Assumed less than 1980 pay				
1976	*Assumed less than 1980 pay				
1975	*Assumed less than 1980 pay				
1974	*Assumed less than 1980 pay				
1973	*Assumed less than 1980 pay				

Annual Benefit	\$ 34,675.10
Minimum Benefit	\$ 10,850.81
Actual Benefit	\$ 34,675.10
Monthly Benefit	\$ 2,889.59
ERF Adj:	\$ 1,950.47
Form Adj:	\$ 1,657.90
Qualified Moore Wallace Benefit as of 7/1/2000 Offset	\$ (959.11)
Qualified Puerto Rico Benefit as of 7/1/2000 Offset	\$ (662.75)
Special Agreements Benefit	\$ 36.04
Special Agreements Benefit In 5 Year Certain & Life Payment Form:	\$ 42.40
Lump Sum Factor:	145.9537
Lump Sum as of 7/1/2000:	\$ 6,188.44
Lump Sum to be Paid March 1, 2014 Including Interest	\$ 13,846.70