LSC COMMUNICATIONS LLC

ADOPTION

of

AMENDMENT

to the

LSC SAVINGS PLAN

by

VICE PRESIDENT, BENEFITS

(Effective as of January 1, 2023 and March 1, 2023, as applicable)

Pursuant to Section 16.1 of the LSC Savings Plan (the "<u>Plan</u>"), and authority delegated by the Plan's Benefits Committee acting as LSC Communications LLC (the "<u>Company</u>") under such Benefits Committee's By-Laws, the undersigned Vice President, Benefits of the Company (the "<u>Vice President</u>"), acting as the Company, hereby approves the attached amendment to the Plan.

Executed by the Vice President this <u>28</u> day of December, 2022.

LSC COMMUNICATIONS LLC

Name: April Rodriguez

Title: Vice President, Benefits
LSC Communications LLC

LSC COMMUNICATIONS LLC

AMENDMENT NUMBER ELEVEN

to the

LSC SAVINGS PLAN

(as amended and restated effective January 1, 2017)

Reflecting eligibility of Phoenix employees, the merger of the Phoenix Plan into the Plan, and certain other changes to the eligibility criteria and formula for matching contributions

WHEREAS, LSC Communications LLC (the "Company") maintains for the benefit of certain of its employees and former employees, certain employees and former employees of certain of its affiliates, and their beneficiaries and alternate payees, the LSC Savings Plan (the "Plan");

WHEREAS, effective on or about April 13, 2022, LSC Communications Book LLC, a wholly owned subsidiary of the Company, completed an acquisition of Phoenix Color Corp. (subsequently renamed LSC Phoenix Color LLC ("Phoenix")) and its affiliates, which thereupon became members of the Company's controlled group (within the meaning of Section 414(b) of the Internal Revenue Code of 1986, as amended);

WHEREAS, Section 16.1 of the Plan provides that the Company may, at any time, amend the Plan; and

WHEREAS, the Company now desires to amend the Plan to (i) reflect the eligibility of Phoenix employees, effective as of January 1, 2023; (ii) reflect the merger of the Phoenix Color 401(k) Retirement Plan (the "Phoenix Plan") into the Plan, effective as of March 1, 2023; (iii) provide for immediate eligibility to receive company matching contributions, which shall be subject to a one-year vesting schedule; and (iv) revise the matching contribution formula for employees of the Company, LSC Communications Book LLC, TOPS Products LLC and LSC Phoenix Color LLC.

NOW, THEREFORE, pursuant to Section 16.1 of the Plan, the Plan is amended, effective as of the dates set forth below, as follows:

- 1. Effective as of March 1, 2023, Section 2(1) of the Plan is hereby amended in its entirety to read as follows:
 - (1) Account. A Member's "Account" under the Plan is composed of the After-Tax Account, Pre-1987 After-Tax Account, Fund B Account, Before-Tax Account, Roth Account, Matching Account, Rollover Account, Roth Rollover Account, TRASOP Account, QNEC Account, Loan Account, Phoenix Matching

Account, Phoenix Nonelective Account, Phoenix Frozen Employer EBSOP Corrective Contribution Account, Phoenix Frozen Employer Corrective Contribution Account and Phoenix Prior Employer Match Account maintained for such Member under the Plan, as applicable.

- 2. Effective as of January 1, 2023, Section 2(14) of the Plan is hereby amended in its entirety to read as follows:
 - (14) <u>Automatically Enrolled Member</u>. An "Automatically Enrolled Member" means an individual who (i) became a Member pursuant to Section 4.1(a)(2), (ii) was an "Automatically Enrolled Member" in the Donnelley Plan immediately before September 2, 2016, and became a Member in this Plan on such date, or (iii) was automatically enrolled in the Phoenix Plan immediately before January 1, 2023, and became a member in this Plan on such date. An Automatically Enrolled Member shall be considered a "covered employee" for purposes of Treasury Regulation § 1.414(w)-1(e)(3) until he (x) makes an affirmative election to (i) not have Before-Tax Contributions equal to 3% of Compensation made on his behalf, (ii) have Roth Contributions made on his behalf, or (iii) make After-Tax Contributions, and such election becomes effective, or (y) receives a financial hardship withdrawal pursuant to Section 8.3(a).
- 3. Effective as of January 1, 2023, Section 2(55) is hereby amended in its entirety to read as follows:

(55) <u>Matching Contribution Eligible Member</u>.

- (a) Effective for Plan Years prior to January 1, 2023, a "Matching Contribution Eligible Member" means a Member (i) (1) whose original hire date is December 31, 2018 or earlier and (2) who was not designated by an Employer on its human resources information system as a contingent employee (or other benefits-ineligible Employee); (ii) (1) whose original hire date is on or after January 1, 2019 and (2) who has earned one Year of Service; or (iii) (1) who is designated by an Employer on its human resources information system as a benefits-ineligible Employee (or, previously, a contingent employee) (regardless of when hired) and (2) who has earned one Year of Service.
- (b) Effective for Plan Years beginning on and after January 1, 2023, a "Matching Contribution Eligible Member" means any Member (regardless of when hired). To the extent that a Member is not a Matching Contribution Eligible Member immediately before January 1, 2023 because he has not satisfied the requirements of clauses (a)(ii)(2) or (a)(iii)(2) above, as applicable, such Member shall become a Matching Contribution Eligible Member effective as of January 1, 2023.

- 4. Effective as of March 1, 2023, Article 2 is hereby amended to add the following new Sections (63) through (69) thereto, and each subsequent Section of Article 2 is renumbered accordingly.
 - (63) <u>Phoenix Frozen Employer Corrective Contribution Account.</u> "Phoenix Frozen Employer Corrective Contribution Account" means the account maintained for a Phoenix Member to which was transferred, on or about March 1, 2023, such Phoenix Member's balance in his Frozen ER CORR CONT account under the Phoenix Plan immediately before its merger into the Plan effective as of March 1, 2023, plus earnings and net of any withdrawals or losses.
 - (64) <u>Phoenix Frozen Employer EBSOP Corrective Contribution Account.</u> "Phoenix Frozen Employer EBSOP Corrective Contribution Account" means the account maintained for a Phoenix Member to which was transferred, on or about March 1, 2023, such Phoenix Member's balance in his Frozen ER EBSOP CORR account under the Phoenix Plan immediately before its merger into the Plan effective as of March 1, 2023, plus earnings and net of any withdrawals or losses.
 - (65) <u>Phoenix Matching Account</u>. "Phoenix Matching Account" means the account maintained for a Phoenix Member to which was transferred, on or about March 1, 2023, such Phoenix Member's balance in his Matching Employer Contribution account under the Phoenix Plan immediately before its merger into the Plan effective as of March 1, 2023, plus earnings and net of any withdrawals or losses.
 - (66) <u>Phoenix Member</u>. "Phoenix Member" means a member in the Phoenix Plan as of February 28, 2023.
 - (67) <u>Phoenix Nonelective Account</u>. "Phoenix Nonelective Account" means the account maintained for a Phoenix Member to which was transferred, on or about March 1, 2023, such Phoenix Member's balance in his Nonelective Employer Contribution account under the Phoenix Plan immediately before its merger into the Plan effective as of March 1, 2023, plus earnings and net of any withdrawals or losses.
 - (68) <u>Phoenix Plan</u>. The "Phoenix Plan" means the Phoenix Color 401(k) Retirement Plan, which was merged into the Plan, effective as of March 1, 2023.
 - (69) <u>Phoenix Prior Employer Match Account</u>. "Phoenix Prior Employer Match Account" means the account maintained for a Phoenix Member to which was transferred, on or about March 1, 2023, such Phoenix Member's balance in his Prior ER Match account under the Phoenix Plan immediately before its merger into the Plan effective as of March 1, 2023, plus earnings and net of any withdrawals or losses.
- 5. Effective as of January 1, 2023, Section 2(92) (previously, Section 2(85)) is hereby amended in its entirety to read as follows:

- (92) Vested Account. A Member's "Vested Account" is (a) the portion of his Account attributable to contributions made pursuant to Article 3, (b) the portion of his Account attributable to Elective Deferral Contributions made pursuant to Section 4.1, and (c) the portion of his Account attributable to vested contributions made pursuant to Section 4.3. Notwithstanding the foregoing, if Exhibit C ("Contributions for Eligible Employees of Certain Employers") indicates that the matching contributions of any Member are subject, in full or part, to alternative vesting requirements due to an alternate schedule utilized by their Employer, then Exhibit C ("Contributions for Eligible Employees of Certain Employers") shall govern for purposes of determining such Member's Vested Account, as determined by the Applicable Administrative Named Fiduciary.
- 6. Effective as of January 1, 2023, Section 2(94) (previously, Section 2(87)) is hereby amended to add the following paragraph to the end thereof:
 - Notwithstanding the foregoing, for purposes of determining the balance of a Phoenix Member's Vested Account under the Plan, Years of Service shall include the Phoenix Member's aggregate years of "Vesting Service" (within the meaning of the Phoenix Plan) through February 28, 2023; provided, however, in no event shall there be any duplication of Years of Service attributable to a single period of time.
- 7. Effective as of January 1, 2023, Section 4.1 is hereby amended to add the following new subsection (c) immediately following subsection (b) thereof:
 - (c) <u>Phoenix Member Contributions</u>. Notwithstanding the foregoing, effective as of January 1, 2023, any Phoenix Member who, as of December 31, 2022, elected, or was deemed to have elected, to have "Deferral Contributions," including "Roth 401(k) Contributions" (each within the meaning of the Phoenix Plan) made on his behalf under the Phoenix Plan, whether pursuant to an affirmative deferral election or automatic enrollment thereunder, shall be deemed to have made corresponding elections to have Before-Tax Contributions and/or Roth Contributions made to the Plan on his behalf.

Any Phoenix Member who is eligible to participate in the Plan but who, as of December 31, 2022, had not elected, or was not deemed to have elected, to have "Deferral Contributions," including "Roth 401(k) Contributions" (each within the meaning of the Phoenix Plan) made on his behalf under the Phoenix Plan, whether pursuant to an affirmative deferral election or automatic enrollment thereunder, shall be subject to the automatic enrollment provisions of Section 4.1(a)(2).

8. Effective as of January 1, 2023, Section 4.3 is hereby amended to add the following new subsection (e) at the end thereof:

(e) <u>Vesting Schedule for Matching Contributions</u>. Each Matching Contribution Eligible Member shall (1) be fully vested at all times in the portion of his Account attributable to Matching Contributions, Match Equalization Contributions and Discretionary Matching Contributions allocated thereto with respect to periods before January 1, 2023; and (2) become vested in the portion of his Account attributable to Matching Contributions, Match Equalization Contributions and Discretionary Matching Contributions allocated thereto with respect to periods after December 31, 2022 in accordance with the following schedule:

Years of Service	Vested Percentage
Less than 1 year	0%
1 year or more	100%

- 9. Effective as of March 1, 2023, Section 7.1(a) is hereby amended in its entirety to read as follows:
 - (a) Separate Accounts. The Applicable Administrative Named Fiduciary shall establish and maintain a separate Account for each Member. Such Accounts shall be solely for accounting purposes, and no segregation of assets of the Trust among the separate Accounts shall be required. Each Account shall consist of (1) if a Member is making or has made After-Tax Contributions, an After-Tax Account, (2) if a Member made Pre-1987 After-Tax Contributions, a Pre-1987 After-Tax Account, (3) if Before-Tax Contributions are being made or have been made for a Member, a Before-Tax Account, (4) if Matching Contributions, Match Equalization Contributions or Discretionary Matching Contributions are being made or have been made for a Member, a Matching Account, (5) for each Member who elected to make voluntary deductible contributions to the Plan prior to 1986, a Fund B Account, (6) if a Member has made a Rollover Contribution under the Plan or the Donnelley Plan on or after April 1, 1994, a Rollover Account, (7) if a TRASOP account balance was transferred to the Plan from the Donnelley Plan, a TRASOP Account, (8) if a Frozen ER CORR CONT account balance was transferred to the Plan from the Phoenix Plan, a Phoenix Frozen Employer Corrective Contribution Account, (9) if a Frozen ER EBSOP CORR account balance was transferred to the Plan from the Phoenix Plan, a Phoenix Frozen Employer EBSOP Corrective Contribution Account, (10) if a Matching Employer Contribution account balance was transferred to the Plan from the Phoenix Plan, a Phoenix Matching Account, (11) if a Nonelective Employer Contribution account balance was transferred to the Plan from the Phoenix Plan, a Phoenix Nonelective Account, (12) if a Prior ER Match account balance was transferred to the Plan from the Phoenix Plan, a Phoenix Prior Employer Match Account, (13) if qualified nonelective contributions are being made or have been made for

a Member pursuant to Section 5.2(e), a QNEC Account, (14) if Roth Contributions are being made or have been made for a Member, a Roth Contributions Account, and (15) if a Member has made a Roth Rollover Contribution, a Roth Rollover Account.

- 10. Effective as of January 1, 2023, Exhibit A of the Plan is hereby amended to add the following as new Section I.B.6.:
 - 6. LSC Phoenix Color LLC
- 11. Effective as of January 1, 2023, Exhibit C of the Plan is amended to add the following new Parts II and III:

<u>Part II</u> – LSC Communications Book LLC, LSC Communications LLC, TOPS Products LLC and LSC Phoenix Color LLC

Notwithstanding Section 4.3(a) of the Plan, with respect to Compensation paid on or after January 1, 2023, subject to the limitations of Section 4.4 and Article 5, LSC Communications Book LLC, LSC Communications LLC (i.e., the Company), TOPS Products, LLC, and LSC Phoenix Color LLC shall contribute the following Matching Contributions and, as applicable, Match Equalization Contributions for each Matching Contribution Eligible Member for whom such Employer makes Elective Deferral Contributions pursuant to Section 4.1. Amounts contributed pursuant to this Part II shall vest in accordance with Section 4.3(e).

- (a) For each payroll period with respect to which Elective Deferral Contributions are made, Matching Contributions equal to 50% of such Elective Deferral Contributions, for this purpose not considering Elective Deferral Contributions in excess of the first 6% of Compensation for such payroll period. Elective Deferral Contributions made on behalf of a Matching Contribution Eligible Member for any payroll period which exceed 6% of the Matching Contribution Eligible Member's Compensation for such payroll period shall not be considered for purposes of this paragraph.
- (b) If (1) is greater than (2) in the following sentence with respect to a Matching Contribution Eligible Member, then as of the last day of the Applicable Period, a Match Equalization Contribution. Such Match Equalization Contributions shall be in an amount equal to the difference, if any, between (1) 50% of such Elective Deferral Contributions, up to 3% of the Matching Contribution Eligible Member's total Compensation paid during the Applicable Period, and (2) the sum of the contributions made for the Matching Contribution Eligible Member under paragraph (a) of this Part II with respect to Compensation paid during the Applicable Period, such difference to be reduced by any Match Equalization Contributions made pursuant to the last sentence of this paragraph, if any. Notwithstanding the foregoing, no Match Equalization Contributions

described in this paragraph shall be made for any Member in any case where such Match Equalization Contribution would not at least equal \$50.00 in the Applicable Period. Further notwithstanding the foregoing, prior to the last day of each Applicable Period, an Employer, in its discretion, may make one or more Match Equalization Contributions for each Matching Contribution Eligible Member for the period beginning on the first day of the Applicable Period and ending on the date for which the current Match Equalization Contribution is being made during the Applicable Period (the "Interim Period") in an amount equal to the difference, if any, between (1) 50% of the Elective Deferral Contributions with respect to Compensation paid during the Interim Period, up to 3% of the Matching Contribution Eligible Member's total Compensation, and (2) the sum of the contributions made for the Matching Contribution Eligible Member under paragraph (a) of this Part II with respect to Compensation paid during the Interim Period.

<u>Part III</u> – Phoenix Nonelective Accounts and Phoenix Prior Employer Match Accounts

This Part III addresses amounts credited to the Phoenix Nonelective Accounts and/or Phoenix Prior Employer Match Accounts, if any, of Phoenix Members. Such amounts represent employer contributions allocated on behalf of such Phoenix Members under the Phoenix Plan before the merger of the Phoenix Plan into the Plan effective as of March 1, 2023. Such Phoenix members shall become vested in their Phoenix Nonelective Accounts and Phoenix Prior Employer Match Accounts in accordance with the following schedule:

Years of Service	Vested Percentage
Less than 2 years	0%
2 year but less than 3	20%
3 years but less than 4	40%
4 years but less than 5	60%
5 years but less than 6	80%
6 years or greater	100%