LSC COMMUNICATIONS LLC

ADOPTION

of

AMENDMENT

to the

LSC SAVINGS PLAN

by

VICE PRESIDENT, BENEFITS

(Effective as of January 1, 2023, January 1, 2024, and January 2, 2024 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 29 day of December, 2023.

LSC COMMUNICATIONS LLC

By: <u>April Rodriguez</u> Name: April Rodriguez

Name: April Rodriguez Title: Vice President, Benefits LSC Communications LLC

LSC COMMUNICATIONS LLC

AMENDMENT NUMBER THIRTEEN

to the

LSC SAVINGS PLAN

(as amended and restated effective January 1, 2017)

Reflecting eligibility of Herff Jones employees and the transfer of associated account balances under Varsity Brands Plan, clarifying the treatment of post-severance pay, and increasing the age at which required minimum distributions must begin in accordance with SECURE Act 2.0

WHEREAS, LSC Communications LLC (the "<u>Company</u>") 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 "<u>Plan</u>");

WHEREAS, effective on or about October 2, 2023, the Company consummated its acquisition of Herff Jones, LLC ("<u>Herff Jones</u>"), which thereupon became a member of the Company's controlled group (within the meaning of Section 414(b) of the Internal Revenue Code of 1986, as amended) (the "<u>Acquisition</u>");

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

WHEREAS, the Company now desires to amend the Plan to (i) add Herff Jones as a participating employer effective as of January 1, 2024; and (ii) reflect the transfer to the Plan of the account balances of active employees under the Varsity Brands, LLC 401(k) Profit Sharing Plan (the "<u>Varsity Brands Plan</u>") effective as of January 2, 2024; and

WHEREAS, in addition to the changes related to the Acquisition, the Company now desires to amend the Plan to (i) clarify the treatment of post-severance compensation for purposes of the Plan; and (ii) increase age at which the required minimum distributions must begin for certain participants, consistent with legislative changes.

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 January 2, 2024, Section 2(1) of the Plan is hereby amended in its entirety to read as follows:

(1) <u>Account</u>. 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, Phoenix Prior Employer Match Account, Varsity Brands Matching Account, Varsity Brands Nonelective Account, and Varsity Brands Employer Corrective Contribution Account, maintained for such Member under the Plan, as applicable.

2. Effective as of January 1, 2024, Section 2(14) of the Plan is hereby amended in its entirety to read as follows:

Automatically Enrolled Member. An "Automatically Enrolled (14)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, (iii) was automatically enrolled in the Phoenix Plan immediately before January 1, 2023, and became a member in this Plan on such date, or (iv) was automatically enrolled in the Varsity Brands Plan immediately before January 1, 2024, 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(33)(a)(ii) is hereby deleted in its entirety and replaced with the following:

such amounts are processed for payment pursuant to (ii) the Member's Employer's payroll practice no later than 30 days Member's termination of employment after the (but notwithstanding the foregoing in this subsection (ii), for purposes of the definitions of "compensation" in Sections 5.1 and 5.2, such amounts are paid pursuant to the Member's Employer's payroll practice and are actually paid no later than the later of (A) December 31 of the calendar year in which such Member's employment terminated and (B) two-and-one-half months after the Member's termination of employment), and

4. Effective as of January 2, 2024, Article 2 is hereby amended to add the following new Sections (92) through (96) thereto, and each subsequent Section of Article 2 is renumbered accordingly:

(92) <u>Varsity Brands Employer Corrective Contribution Account.</u> "Varsity Brands Employer Corrective Contribution Account" means the account maintained for a Varsity Brands Member to which was transferred, on or about January 2, 2024, the balance in of such Varsity Brands Member's qualified nonelective contributions account under the Varsity Brands Plan immediately before such transfer, plus earnings and net of any withdrawals or losses.

(93) <u>Varsity Brands Matching Contribution Account</u>. "Varsity Brands Matching Contribution Account" means the account maintained for a Varsity Brands Member to which was transferred, on or about January 2, 2024, such Varsity Brands Member's balance in his matching contributions account under the Varsity Brands Plan immediately before such transfer, plus earnings and net of any withdrawals or losses.

(94) <u>Varsity Brands Member</u>. "Varsity Brands Member" means a Member who was a member in the Varsity Brands Plan immediately before January 2, 2024.

(95) <u>Varsity Brands Nonelective Account</u>. "Varsity Brands Nonelective Account" means the account maintained for a Varsity Brands Member to which was transferred, on or about January 2, 2024, the balance in of such Varsity Brands Member's nonelective contributions account under the Varsity Brands Plan (but, for the avoidance of doubt, not the balance of his qualified nonelective contributions account thereunder) immediately before such transfer, plus earnings and net of any withdrawals or losses.

(96) <u>Varsity Brands Plan</u>. The "Varsity Brands Plan" means the Varsity Brands, LLC 401(k) Profit Sharing Plan.

5. Effective as of January 1, 2024, Section 2(99) (formerly Section 2(94)) is hereby amended by adding the following paragraph to the end thereof:

Notwithstanding the foregoing, for purposes of determining the balance of a Varsity Brand Member's Vested Account under the Plan, Years of Service shall include the Varsity Brand Member's aggregate years of "Vesting Service" (within the meaning of the Varsity Brands Plan) through December 31, 2023; provided, however, in no event shall there by any duplication of Years of Service attributable to a single period of time.

6. Effective as of January 1, 2024, Section 4.1 is hereby amended by adding the following new subsection (d) thereto, immediately following subsection (c) thereof:

(d) <u>Varsity Brands Member Contributions</u>. Notwithstanding the foregoing, effective as of January 1, 2024, any Varsity Brands Member

who, as of December 31, 2023, elected, or was deemed to have elected, to have "Elective Deferral Contributions," including "Roth Elective Deferral Contributions" (each within the meaning of the Varsity Brands Plan) made on his behalf under the Varsity Brands 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.

The following Varsity Brands Members shall be subject to the automatic enrollment provisions of Section 4.1(a)(2):

(i) Any Varsity Brands Member who is eligible to participate in the Plan but who, as of December 31, 2023, had not elected, or was not deemed to have elected, "Elective Deferral Contributions," including "Roth Elective Deferral Contributions" (each within the meaning of the Varsity Brands Plan), made on his behalf under the Varsity Brands Plan, whether pursuant to an affirmative deferral election or automatic enrollment thereunder; and

(ii) Any Varsity Brands Member who is eligible to participate in the Plan and, as of December 31, 2023, was deemed to have elected pursuant to the automatic enrollment provisions of the Varsity Brands Plan that "Elective Deferral Contributions," including "Roth Elective Deferral Contributions" (each within the meaning of the Varsity Brands Plan), be made on his behalf thereunder; provided, however, that a Varsity Brands Member described in this subsection (ii) shall not be subject to the 30-day waiting period set forth in Section 4.1(a)(2).

7. Effective as of January 2, 2024, Section 7.1(a) is hereby amended in its entirety to read as follows:

(a) <u>Separate Accounts</u>. 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 a qualified nonelective contributions account balance was transferred to the Plan from the Varsity Brands Plan, a Varsity Brands Employer Corrective Contribution Account, (14) if a matching contributions account balance was transferred to the Plan from the Varsity Brands Plan, a Varsity Brands Matching Contribution Account, (15) if a nonelective contributions account balance was transferred to the Plan from the Varsity Brands Plan, a Varsity Brands Nonelective Account, (16) if qualified nonelective contributions are being made or have been made for a Member pursuant to Section 5.2(e), a QNEC Account, (17) if Roth Contributions are being made or have been made for a Member, a Roth Contributions Account, and (18) if a Member has made a Roth Rollover Contribution, a Roth Rollover Account.

8. Effective as of January 1, 2024, a new subsection (e) is added to Section 8.3, as follows:

(e) <u>Qualified Reservist Distributions</u>. Notwithstanding the provisions of this Article 8, a Member may request a "qualified reservist distribution" pursuant to section 401(k)(2)(B)(i)(V) of the Code. Such "qualified reservist distribution" may be made from the Member's Before-Tax Account and/or Roth Account.

9. Effective as of January 1, 2024, Section 10.3 is hereby amended in its entirety to read as follows:

Section 10.3 <u>Required Minimum Distributions</u>.

(a) <u>In General</u>. Notwithstanding Article 9 of the Plan, distribution of a Member's Vested Account balance shall commence no later than April 1 of the calendar year following the later of (i) the calendar year in which such Member attains his Mandatory Distribution Age (as defined in subsection (f)), and (ii) the calendar year in which Member's employment with the Employers terminates, and distributions shall continue to such Member no later than each subsequent December 31. Such Member's Vested Account shall be paid to the

Member over a period not longer than the life of the Member or the lives of the Member and his designated beneficiary.

(b) <u>Five Percent Owners</u>. Notwithstanding paragraph (a) above, with respect to a Member who, for the calendar year in which the Member attains his Mandatory Distribution Age (as defined in subsection (f)), is a 5%-owner (as defined in section 416(i) of the Code) and who continues in employment after attaining such Mandatory Distribution Age, distribution of the Member's Vested Account balance shall commence no later than April 1 of the calendar year following the calendar year in which the Member attains such Mandatory Distribution Age, and distributions shall continue to such Member no later than each subsequent December 31. Such distributions shall be calculated based on the life expectancy of the Member, and such life expectancy shall not be recalculated.

(c) <u>Death</u>. In the case of the death of a Member whose sole Beneficiary is his spouse, or whose sole Beneficiary with respect to a separate account established and maintained pursuant to Section 9.4 is the Member's spouse, such Beneficiary may elect the time and form of distribution of such Member's Death Benefit; provided, however, that distribution of such Member's Death Benefit shall commence no later than December 31 of the later of the calendar year following the year of the Member's death and the calendar year in which the Member would have attained his Mandatory Distribution Age (as defined in subsection (f)), unless the Beneficiary elects to receive a distribution at an earlier time or more rapidly. In the case of the death of a Member under any other circumstances, the rules of Section 9.4 shall apply.

(d) <u>Compliance with Section 401(a)(9) of the Code</u>. Notwithstanding anything to the contrary in the Plan, distributions made under this Section shall be made in the manner described in section 401(a)(9) of the Code and sections 1.401(a)(9)-2 through 1.401(a)(9)-9 of the Regulations thereunder, including the minimum distribution incidental death benefit requirements thereof.

(e) <u>Waiver of 2020 Required Minimum Distributions</u>. Pursuant to Section 2203(a) of the CARES Act, required minimum distributions pursuant to this Section 10.3 that are payable after April 1, 2020 ("2020 Required Minimum Distributions") shall be waived for calendar year 2020. Accordingly, a Member or Beneficiary who would have been required to receive a 2020 Required Minimum Distribution (or be paid in 2021 for the 2020 calendar year for a Member with a required beginning date of April 1, 2021) but for Section 401(a)(9)(1) of the Code and who would have satisfied that requirement by receiving distributions that are equal to the 2020 Required Minimum Distributions, will not receive this distribution unless the Member or Beneficiary otherwise elects to receive it. In addition, solely for purposes of applying the direct rollover provisions of the Plan, 2020 Required Minimum Distributions will be treated as eligible rollover distributions and can be rolled back into the Plan prior to August 31, 2020.

(f) <u>Mandatory Distribution Age</u>. For purposes of this Section 10.3, the term "Mandatory Distribution Age" means the applicable age in the following chart based on the Member's date of birth:

Date of Birth	Age
Before July 1, 1949	701/2
July 1, 1949 – December 31, 1950	72
January 1, 1951 – December 31, 1959	73
January 1, 1960 or Later	75

- 10. Effective as of January 1, 2024, Exhibit A of the Plan is hereby amended to add the following as new Section I.B.7:
 - 7. Herff Jones, LLC
- 11. Effective as of January 1, 2024, Exhibit C of the Plan is amended to add the following new Part IV:

Part IV – Herff Jones, LLC Matching Contribution

Notwithstanding Section 4.3(a) of the Plan, with respect to Compensation paid on or after January 1, 2024, subject to the limitations of Section 4.4 and Article 5, Herff Jones, LLC shall contribute the following Matching 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 IV 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 4% of Compensation for such payroll period.

(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 4% 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 IV 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 4% 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 IV with respect to Compensation paid during the Interim Period.