
FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): September 6, 2017

A. H. BELO CORPORATION

(Exact name of registrant as specified in its charter)

Commission file number: **1-33741**

Delaware

(State or other jurisdiction of incorporation or organization)

P. O. Box 224866, Dallas, Texas 75222-4866

(Address of principal executive offices, including zip code)

38-3765318

(I.R.S. Employer Identification No.)

(214) 977-8222

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Check the appropriate box below if the Form 8-

K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On September 6, 2017, the Compensation Committee of A. H. Belo Corporation (the “Company”) approved an amendment to the Employment Agreement with Timothy M. Storer dated March 2, 2017 (the “Amendment”), revising and clarifying the financial performance metrics relating to his annual cash incentive bonus opportunity for 2017 and his performance-based restricted stock units (“PBRsUs”) for 2017. The revisions reflect the expanded scope of Mr. Storer’s oversight responsibilities over the DMV Portfolio companies. Both the consolidated Adjusted EBITDA and the Total Contract Value (“TCV”) metrics were revised to reflect his expanded role. For 2017, the DMV Portfolio companies and TCV Entities include Distribion, Inc., Vertical Nerve, Inc., CDFX, LLC, Your Speakeasy, LLC and Connect.

Under the amended Employment Agreement, Mr. Storer will receive a compensation package that consists of a base salary of \$450,000, with a target bonus opportunity set at \$300,000, or approximately 67% of his base salary. Mr. Storer will be eligible for an annual 2.5% increase in base salary each year after the first year of his five-year employment contract provided that the DMV Portfolio companies achieve 85% or more of their prior year consolidated Adjusted EBITDA Target.

Mr. Storer’s annual cash incentive bonus opportunity will be based upon financial performance metrics of the DMV Portfolio companies. For 2017, the financial performance metrics will be weighted as follows: (i) 50% against the consolidated Adjusted EBITDA Target of the DMV Portfolio companies, as revised by this Amendment; and (ii) 50% against the TCV Entities’ TCV Target, as revised by this Amendment. Threshold, target and maximum performance and payout ranges for the consolidated Adjusted EBITDA and TCV components are 85%, 100%, and 200%, respectively, for performance, and 50%, 100%, and 200%, respectively, for payout.

On March 2, 2017, Mr. Storer was granted PBRsUs having an at-target value of \$500,000. The PBRsUs will be earned based on the DMV Portfolio companies’ achievement level of consolidated Adjusted EBITDA for 2017, as revised by this Amendment. Provided Mr. Storer remains employed by the Company on the first anniversary date of the grant and the DMV Portfolio companies’ consolidated Adjusted EBITDA is at least 95% of the 2017 target, the PBRsUs will vest and be paid out 60% in shares of Series A Common Stock and 40% in cash. The payout will be prorated for achievement between 95% and 100% of the DMV Portfolio companies’ consolidated Adjusted EBITDA, and is capped at 100% of target.

The foregoing summary of the Amendment is not complete and is qualified in its entirety by reference to the Amendment, which is filed herewith as Exhibit 10.1 and incorporated by reference. Terms not defined herein, shall have the meaning set forth in the Employment Agreement and Amendment. Mr. Storer’s Employment Agreement dated March 2, 2017 was previously filed with the Securities Exchange Commission on Form 8-K filed March 6, 2017. The form of award notice for Mr. Storer’s amended PBRsU grant is filed herewith as Exhibit 10.2, and is incorporated herein by reference.

On September 6, 2017, the Board of Directors approved certain administrative amendments to the A. H. Belo Savings Plan (the “Third Amendment to the Savings Plan”) that (i) eliminate the requirement that a Savings Plan participant complete one year of service prior to being eligible to receive a Company matching contribution, (ii) add a new Company subsidiary, Your Speakeasy, LLC, as a participating employer; (iii) permit, beginning with the January 1, 2018 Plan year, the Savings Plan to receive employee participant contributions as Roth contributions, receive rollovers of Roth contributions from other qualified plans, as well as receive catch-up contributions as Roth contributions; and (iv) permit Company make-whole matching contributions, beginning with the 2018 plan year, provided that the Company’s cumulative Plan year matching contribution to a participant’s Savings Plan account is less 1.5% of such participant’s annual compensation and the participant deferred 1.5% or more of his or her annual compensation to the Savings Plan during the Plan year, provided further that such participant remains employed through the end of the applicable Plan year. The foregoing summary of the Third Amendment to the Savings Plan is not complete and is qualified in its entirety by reference to the Third Amendment to the Savings Plan, which is filed herewith as Exhibit 10.3 and incorporated by reference.

Item 8.01. Other Events.

On September 6, 2017, the Company’s Board of Directors declared a fourth quarter 2017 dividend of \$0.08 per share. The dividend will be payable on December 1, 2017 to shareholders of record at the close of business on November 9, 2017. A copy of the announcement press release is furnished with this report as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

- 10.1 Amendment to Timothy M. Storer Employment Agreement effective September 6, 2017
 - 10.2 Amended Timothy M. Storer 2017 PBRsU Award Notice
 - 10.3 Third Amendment to the A. H. Belo Savings Plan dated September 7, 2017
 - 99.1 Press Release issued by A. H. Belo Corporation on September 8, 2017
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SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

A. H. BELO CORPORATION

Date: September 8, 2017

By: /s/ Christine E. Larkin
Christine E. Larkin
Senior Vice President/General Counsel & Secretary

EXHIBIT INDEX

[Exhibit No. 10.1 Amendment to Timothy M. Storer Employment Agreement effective September 6, 2017](#)

[Exhibit No. 10.2 Amended Timothy M. Storer 2017 PBRSU Award Notice](#)

[Exhibit No. 10.3 Third Amendment to the A. H. Belo Savings Plan dated September 7, 2017](#)

[Exhibit No. 99.1 Press Release issued by A. H. Belo Corporation on September 8, 2017](#)

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is made and entered into as of the 6th day of September, 2017, by and among Tim Storer ("Executive"), A. H. Belo Corporation, a Delaware corporation (the "Company"), and DMV Digital Holdings Company, a Delaware corporation ("DMV").

WHEREAS, the parties have heretofore entered into that certain Employment Agreement dated as of March 2, 2017 (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement in certain respects as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. All capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Agreement.

2. Amendment of Exhibit A. Exhibit A to the Agreement is hereby amended in its entirety in the form attached hereto as Exhibit A. Such attached Exhibit A shall amend and replace in its entirety the corresponding Exhibit A attached to the Agreement.

3. No Further Amendment. Except as expressly amended hereby, all of the other terms, provisions and conditions of the Agreement are hereby ratified and confirmed and shall remain unchanged and in full force and effect. To the extent any terms or provisions of this Amendment conflict with those of the Agreement, the terms and provisions of this Amendment shall control. This Amendment shall be deemed a part of, and is hereby incorporated into, the Agreement.

4. Entire Agreement. This Amendment, together with the Agreement, as well as the exhibits to each, constitute the entire agreement of the parties hereto in respect of the subject matter contained herein and supersede all prior or contemporaneous conflicting or inconsistent proposals, negotiations, agreements, consents and understandings relating to such subject matter. The parties acknowledge and agree that there is no oral or other agreement that has not been incorporated into this Amendment or the Agreement.

5. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall constitute an original but all of which together constitute a single document.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the principles of conflicts of laws thereof.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

EXECUTIVE

/s/ Tim Storer
Tim Storer

COMPANY

A. H. BELO CORPORATION

By: /s/ Grant S. Moise
Grant S. Moise, Executive Vice President/
General Manager, *The Dallas Morning News*

DMV

DMV DIGITAL HOLDINGS COMPANY

By: /s/ Katy Murray
Katy Murray, Treasurer and Assistant
Secretary

EXHIBIT A**A. H. Belo Corporation****Tim Storer Annual Cash Bonus Terms and Conditions****Annual Cash Bonus Opportunity**

Executive's annual cash bonus opportunity for a calendar year is based on specific financial performance objectives and metrics, as follows: (i) the achievement by the consolidated operations of DMV Digital Holdings Company ("DMV"), Your Speakeasy, LLC and Connect (together, the "DMV Portfolio") of the Adjusted EBITDA (as defined below) performance target for that calendar year (the "Adjusted EBITDA Target") and (ii) the attainment of the Total Contract Value (defined below) performance target for that calendar year (the "TCV Target") by Distribion, Inc. and Vertical Nerve, Inc. (together, the "TCV Entities"). Any additional entities, businesses and operating units other than those set forth above to be included in the DMV Portfolio or the TCV Entities in a particular calendar year will be mutually agreed upon by the Company and Executive within the first ninety (90) calendar days of that calendar year and may not thereafter be revised for that calendar year. At the end of the year, actual results are compared to the performance objectives, and the amount of Executive's cash bonus is determined accordingly.

The annual cash bonus opportunity is provided under the Company's 2008 Incentive Compensation Plan or any successor to such plan (the "Plan"). The Plan is designed to provide a competitive level of compensation to senior executives of the Company and is administered by the Compensation Committee of the Company's Board of Directors. Executive's participation in the Plan is subject to the fully executed binding arbitration agreement that the Company has on file for Executive.

Target Cash Bonus

Executive's target bonus is \$300,000, subject to the achievement of the requirements set forth below. The amount of any bonus earned with respect to any calendar year will be paid in cash in accordance with the terms of the ICP.

DMV Portfolio Adjusted EBITDA Target for Bonus Determination

Fifty percent (50%) of Executive's annual target bonus (\$150,000) for a particular calendar year will be based upon the DMV Portfolio's achievement of the Adjusted EBITDA Target for that calendar year. For this purpose, "Adjusted EBITDA" means DMV Portfolio earnings before interest, taxes, depreciation and amortization, adjusted for (adding back) severance-related expenses, acquisition costs and expenses, litigation and litigation settlement costs and expenses, and stock-based compensation expenses to the extent applicable to DMV or, for periods after the consolidation of the DMV Portfolio, the DMV Portfolio. For 2017, Adjusted EBITDA shall be equal to the sum of (A) the Adjusted EBITDA for DMV for the period prior to the date of the consolidation of the DMV Portfolio and (B) the consolidated Adjusted EBITDA for the DMV Portfolio for the remainder of that year from and after the date of such consolidation. For 2018 and each subsequent year, the Adjusted EBITDA for each particular calendar year will be based on the consolidated Adjusted EBITDA for the DMV Portfolio for that calendar year.

The Adjusted EBITDA Target for 2017 is \$3,123,000.

<u>Adjusted EBITDA Target</u>		
<u>Threshold</u>	<u>Achievement Range</u>	<u>Payout Range</u>
Below	<85%	0%
Minimum	85%	50%
Target	100%	100%
Maximum	≥200%	200%

If the DMV Portfolio (or, with respect to calendar year 2017, DMV for the period prior to the date of the consolidation of the DMV Portfolio, and the DMV Portfolio for the remainder of that year from and after the date of such consolidation) achieves between (i) 85% and 100% or (ii) 100% and 200% of the Adjusted EBITDA Target, then the bonus amount earned and payable will be determined using a straight line interpolation.

TCV Entities Metrics for TCV Target for Bonus Determination

Fifty percent (50%) of Executive's annual target bonus (\$150,000) for each particular calendar year will be based upon the TCV Entities' achievement of the TCV Target for that calendar year.

For 2017, the TCV Target is \$19,475,622. For 2018 and each subsequent year, the TCV Target for each particular calendar year will be based on the Total Contract Value for that calendar year. The "Total Contract Value" metric summarizes the contractual value of new, fully executed contracts during the measurement period. For purposes of the calculation, pass-through revenue, as part of a contract, with the exception of Marketing FX contracts, does not qualify in the calculation of Total Contract Value.

<u>TCV Target</u>		
<u>Threshold</u>	<u>Achievement Range</u>	<u>Payout Range</u>
Below	<85%	0%
Minimum	85%	50%
Target	100%	100%
Maximum	≥200%	200%

If the TCV Entities achieve between (i) 85% and 100% or (ii) 100% and 200% of the TCV Target, then the bonus amount earned and payable will be determined using a straight line interpolation.

Establishment of Performance Targets for Future Years

For each calendar year after 2017, the Company and Executive will mutually agree upon a recommendation to the Company's Board of Directors as to the Adjusted EBITDA Target for the DMV Portfolio and the TCV Target for the TCV Entities as a part of the annual DMV Portfolio operating plan for such calendar year, and such performance targets will be established by the final approval by the Board of Directors of the Company as part of the Company's annual operating plan and the final approval by the Compensation Committee of the Board of such performance

targets. Neither the Company nor the Executive shall unreasonably withhold, condition or delay its or his agreement as to the recommendation of such performance targets.

Bonus Eligibility and Payment Schedule

Executive must be employed by the Company on the bonus payment date specified to be eligible to receive a bonus. Bonuses earned based on the annual bonus performance targets for any calendar year, if any, will be paid in February immediately following such calendar year, after the earnings release for such calendar year, based on the DMV Portfolio's and the TCV Entities' performance versus the annual bonus performance targets for such calendar year.

**A. H. Belo Corporation
2008 Incentive Compensation Plan**

**Evidence of Grant
For
Performance-Based Restricted Stock Unit Award**

Under the terms of the A. H. Belo 2008 Incentive Compensation Plan (the “Plan”), Timothy M. Storer (“Employee” or “You”) has been awarded the Performance-Based Restricted Stock Units (the “PBRsUs”) by A. H. Belo Corporation (the “Company”), as described below. The PBRsUs are subject to (i) the terms and conditions contained in this Evidence of Grant, and (ii) the applicable terms and conditions of the Plan, which are incorporated herein by reference.

- 1) **The Plan.** You acknowledge receipt of a copy of the Plan, and agree that the PBRsUs shall be subject to all of the terms and provisions of the Plan, including future amendments thereto, if any, pursuant to the terms thereof, and to all of the terms and conditions of this Agreement.
 - 2) **The Grant.** On March 2, 2017 (“Award Date”), the Compensation Committee of the Board of Directors (the “Committee”) granted to you 80,000 PBRsUs, each of which has a designated value equivalent to one share of the Company’s Series A Common Stock on the Award Date. The Committee subsequently revised Appendix B on September 6, 2017. This Evidence of Grant contains revised Appendix B.
 - 3) **Vesting.** The PBRsUs will become vested based on (i) attainment of the Performance Goals described on Appendix B, and (ii) your continuous employment with the Company until the first anniversary of the Award Date. Any PBRsUs earned based on the attainment of the Performance Goals will vest on the later of (i) the first anniversary of the Award Date or (ii) within three (3) business days of the publication of the Company’s 2017 earnings release (in 2018).
 - 4) **Payment.** The vested PBRsUs will be settled within ten (10) business days following the vesting date as follows: (i) 60% of such award shall be paid in shares of the Company’s Series A Common Stock, and (ii) 40% of such award shall be paid in cash.
 - 5) **Termination of Employment.** Your right, if any, to payment with respect to your PBRsUs upon termination of employment with the Company or its subsidiaries is set forth in the termination guidelines attached as Appendix C to this Evidence of Grant.
 - 6) **Change in Control.** In the event of a Change in Control as defined in the Plan, all of the PBRsUs will become fully vested and earned at a deemed performance level equal to the greater of the target Performance Goal or the performance level determined by actual performance through the date ending on the date of the Change in Control. Vested PBRsUs
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will be paid at the earliest practicable date that payment may be made without violating any applicable provision of section 409A of the Internal Revenue Code.

- 7) **Section 409A Payment Rules.** Notwithstanding the general payment rules described in this Evidence of Grant and Appendix C, if the Company makes a good faith determination that a payment of your PBRsUs (i) constitutes a deferral of compensation for purposes of Section 409A of the Internal Revenue Code of 1986, as amended, and the rules, regulations and guidelines thereunder (“Section 409A”), (ii) is made to you by reason of your separation from service within the meaning of Section 409A, and (iii) at the time such payment would otherwise be made you are a specified employee within the meaning of Section 409A (using the identification methodology selected by the Company from time to time), the payment will be delayed until the earlier of (x) the first business day of the seventh month following your separation from service or (y) your death. Furthermore, if your PBRsUs are no longer subject to a substantial risk of forfeiture prior to a Change in Control, and the Change in Control does not constitute a change in the ownership or effective control of the Company or in the ownership of a substantial portion of the assets of the Company (within the meaning of Section 409A), the payment date of the PBRsUs will be determined without regard to the occurrence of the Change in Control. Each payment of a portion of your PBRsUs will be considered, and is hereby designated as, a separate payment for purposes of Section 409A.

It is the Company’s intention that the PBRsUs will either be exempt from, or will satisfy the requirements of, Section 409A, and this Evidence of Grant will be construed in a manner to give effect to such intention. Notwithstanding any other provision of this Evidence of Grant, the Company is not obligated to guarantee any particular tax result for you with respect to any payment provided to you hereunder, and you will be responsible for any taxes imposed on you with respect to any such payment.

- 8) **Tax Withholding.** The Company will withhold from any payment to you all federal, state, city or other taxes (the “Applicable Taxes”) as may be required to be withheld pursuant to any law or governmental regulation or ruling. In the event the Applicable Taxes exceed the value of the cash payment received upon vesting of any portion of the PBRsUs, you agree to provide to the Company a cash payment, in the form of a check or wire transfer of immediately available funds, in an amount equal to difference between the amount of Applicable Taxes and the amount of the cash payment. This amount shall be paid to the Company not later than close of business on the applicable vesting date for such vested PBRsUs.

- 9) **General Information.**

- a) Your right to receive the PBRsU grant or any payment with respect thereto will not be transferrable or assignable by you, other than with respect to a transfer upon your death by will or the laws of descent and distribution if you are entitled to payment of a vested portion of your PBRsUs that has not been paid as of the date of your death.
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- b) Nothing contained in this Evidence of Grant will confer upon you any right to be employed by or remain employed by the Company or any of its subsidiaries or affiliates, or limit or affect in any manner the right of the Company and its subsidiaries and affiliates to terminate your employment or modify your compensation.
 - c) You agree that any shares of the Company's Series A Common Stock distributed pursuant to this Evidence of Grant will not be sold or otherwise disposed of in any manner that would constitute a violation of any applicable federal or state securities law. You also agree that (i) the certificates representing the shares may bear such legend or legends as the Committee in its sole discretion deems appropriate in order to assure compliance with applicable securities laws, and (ii) the Company may refuse to register the transfer of the shares on the stock transfer records of the Company, and may give related instructions to its transfer agent, if any, to stop registration of such transfer, if such proposed transfer would in the opinion of counsel satisfactory to the Company constitute a violation of any applicable securities law.
 - d) This Evidence of Grant is subject to all the terms, conditions, limitations and restrictions contained in the Plan. In the event of any conflict or inconsistency between the terms hereof and the terms of the Plan, the terms of the Plan shall be controlling.
 - e) Any notices or other communications provided for in this Evidence of Grant shall be sufficient if in writing. Any notices or communications shall be effectively delivered to you when provided to you at your principal place of employment or when sent by registered or certified mail to you at the last address you filed with the Company. In the case of the Company, such notices or communications shall be effectively delivered when sent by registered or certified mail to the Company at its principal executive offices.
 - f) **This document will in all respects be interpreted, governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules.**
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Appendix B

Performance Goal

The following Performance Goals shall apply to the PBRsUs described in the attached Evidence of Award, dated March 2, 2017, between A. H. Belo Corporation, a Delaware corporation, and all of its Affiliates (collectively, the “Company”), and the Employee.

Performance Period: January 1, 2017 through December 31, 2017.

Performance Goal: The PBRsUs will be earned based on attainment of the 2017 Adjusted EBITDA Target.

- The 2017 Adjusted EBITDA Target is \$3,123,000.
- If the DMV Portfolio achieves less than 95% of the 2017 Adjusted EBITDA Target for the Performance Period, then no portion of the PBRsUs will be earned. If the DMV Portfolio achieves 95% of the 2017 Adjusted EBITDA Target for the Performance Period, then 50% of the PBRsUs will be earned. If the DMV Portfolio achieves 100% (or more) of the 2017 Adjusted EBITDA Target for the Performance Period, then 100% of the PBRsUs will be earned. If the DMV Portfolio achieves between 95% and 100% (or more) of the 2017 Adjusted EBITDA Target for the Performance Period, then the number of PBRsUs earned for the Performance Period will be determined using a straight line interpolation. The number of RSUs earned will be capped at 100% of the 2017 Adjusted EBITDA Target.
- “Adjusted EBITDA” means DMV Portfolio (defined below) earnings before interest, taxes, depreciation and amortization, adjusted for (adding back) severance-related expenses, acquisition costs and expenses, litigation and litigation settlement costs and expenses, and stock-based compensation expenses to the extent applicable to DMV (defined below) or, for periods after the consolidation of the DMV Portfolio, the DMV Portfolio.
- Attainment of the 2017 Adjusted EBITDA Target for will be determined based on the sum of (A) the Adjusted EBITDA for DMV (defined below) for the period prior to the date of the consolidation of the DMV Portfolio and (B) the consolidated Adjusted EBITDA for the DMV Portfolio for the remainder of that year from and after the date of such consolidation.
- “DMV Portfolio” means consolidated operations of DMV Digital Holdings, Inc. (“DMV”), Your Speakeasy, LLC and Connect.

(Revised September 6, 2017)

A. H. Belo Corporation
Incentive Compensation Plan
Termination Guidelines for Stock Options and Restricted Stock Units

The following guidelines will determine the effect of a Participant's termination of employment on the Participant's outstanding stock options and restricted stock units (RSUs). For purposes of these guidelines, a year of service will be determined in the same manner as a year of service under the A. H. Belo Savings Plan as amended from time to time.

Termination Reason All Participants (Regardless of Retirement¹ Eligibility)	Stock Options	Time-Based RSUs	Performance-Based RSUs
Discharge for Cause ²	All options, unvested and vested, are forfeited immediately	Unvested RSUs are forfeited immediately	Unvested RSUs are forfeited immediately
Death or Long-Term Disability ³	Unvested options fully vest and remain exercisable for original term of option	Unvested RSUs fully vest and are paid as soon as practicable	RSUs still subject to performance goals (within one-year of grant) are forfeited immediately. RSUs earned after the one-year performance period become fully vested and are paid as soon as practicable

Termination Reason Participants Who Are Not Retirement¹ Eligible	Stock Options	Time-Based RSUs	Performance-Based RSUs
Voluntary Resignation	All options, unvested and vested, are forfeited immediately	Unvested RSUs are forfeited immediately	Unvested RSUs are forfeited immediately
Discharge Without Cause ² (Named Executive Officers and Publishers)	Unvested options are forfeited immediately. Vested options remain exercisable for the shorter of one year from date of termination or the original term of option	Unvested RSUs are forfeited immediately	Unvested RSUs are forfeited immediately
Discharge Without Cause ² (Participants with 10 or more years of service)	Unvested options are forfeited immediately. Vested options remain exercisable for the shorter of one year from date of termination or the original term of option	Unvested RSUs are forfeited immediately	Unvested RSUs are forfeited immediately
Discharge Without Cause ² (Participants with more than 5 but less than 10 years of service)	Unvested options are forfeited immediately. Vested options remain exercisable for the shorter of six months from date of termination or the original term of option	Unvested RSUs are forfeited immediately	Unvested RSUs are forfeited immediately

A. H. Belo Corporation
Incentive Compensation Plan
Termination Guidelines for Stock Options and Restricted Stock Units

Termination Reason Participants Who Are Not Retirement¹ Eligible	Stock Options	Time-Based RSUs	Performance-Based RSUs
Discharge Without Cause ² (Participants with 5 or fewer years of service)	Unvested options are forfeited immediately. Vested options remain exercisable for the shorter of three months from date of termination or the original term of option	Unvested RSUs are forfeited immediately	Unvested RSUs are forfeited immediately

Termination Reason Retirement¹ Eligible Participants (Age 55+ and 3-Years Service)	Stock Options	Time-Based RSUs	Performance-Based RSUs
Voluntary Resignation	Unvested options vest immediately and remain exercisable for original term of option	Unvested RSUs fully vest and are paid as soon as practicable	RSUs still subject to performance goals (within one-year of grant) are forfeited immediately. RSUs earned after the one-year performance period become fully vested and are paid as soon as practicable
Discharge Without Cause ²	Unvested options vest immediately and remain exercisable for original term of option	Unvested RSUs fully vest and are paid as soon as practicable	RSUs still subject to performance goals (within one-year of grant) are forfeited immediately. RSUs earned after the one-year performance period become fully vested and are paid as soon as practicable

Notwithstanding these termination guidelines, if you are an officer of A. H. Belo or one of its operating companies, your payment will be deferred for 6 months after termination of employment if necessary to comply with Section 409A of the Internal Revenue Code.

In the event of a Change in Control as defined in the Plan, all options and RSUs will vest immediately. Vested RSUs will be paid at the earliest practicable date that payment may be made without violating any applicable provision of Section 409A of the Internal Revenue Code.

¹ Retirement means that you have incurred a separation from service within the meaning of Section 409A of the Internal Revenue Code, other than due to death, long-term disability or discharge for cause, after attaining age 55 and completing three years of service as determined under the A. H. Belo Savings Plan.

² Cause is determined by the Compensation Committee

³ Long-Term Disability means disability within the meaning of Section 409A of the Internal Revenue Code

**THIRD AMENDMENT
TO THE
A. H. BELO
SAVINGS PLAN**

A. H. Belo Corporation, a Delaware corporation (the “Company”), pursuant to its authority to amend the A. H. Belo Savings Plan (the “Plan”) contained in Article 15 of the Plan, hereby adopts this Third Amendment to the A. H. Belo Savings Plan as amended and restated January 1, 2015 (the “Plan”) effective as provided herein.

1. Appendix A is deleted in its entirety and amended and replaced with the following effective on and after June 1, 2017:

**APPENDIX A
PARTICIPATING EMPLOYERS
AS OF JANUARY 1, 2015**

A. H. Belo Corporation
A. H. Belo Management Services, Inc.
Al Dia, Inc.
The Dallas Morning News, Inc.
Denton Publishing Company
Distribion, Inc.
Vertical Nerve, Inc.
CDFX, LLC

**PARTICIPATING EMPLOYERS
AS OF JULY 2, 2016**

A. H. Belo Corporation
A. H. Belo Management Services, Inc.
Al Dia, Inc.
The Dallas Morning News, Inc.
Denton Publishing Company
Distribion, Inc.
Vertical Nerve, Inc.
CDFX, LLC
AHC Proven Performance Media LLC

PARTICIPATING EMPLOYERS
AS OF JUNE 1, 2017
A. H. Belo Corporation
A. H. Belo Management Services, Inc.
Al Dia, Inc.
The Dallas Morning News, Inc.
Denton Publishing Company
Distribion, Inc.
Vertical Nerve, Inc.
CDFX, LLC
AHC Proven Performance Media LLC
Your Speakeasy, LLC

2. Section 2.1(b) of the Plan (“Participation”) is amended in its entirety and replaced with the following effective on and after January 1, 2018:

Matching and Profit Sharing Contributions. Each Employee who is a Participant with respect to Participating Employer matching contributions and profit sharing contributions on December 31, 2014, will remain a Participant on the Effective Date. Each other Employee will become a Participant with respect to Participating Employer matching contributions and profit sharing contributions as the first payroll period beginning on or after the later of the Effective Date or the date he has completed a Year of Service, or as soon as administratively practicable thereafter, if he is then employed by a Participating Employer. Effective on and after January 1, 2018, each Employee will become a Participant with respect to Participating Employer matching contributions Plan as of the first payroll period beginning on or after the date on which the Employee first completes an Hour of Service, or as soon as administratively practicable thereafter, if he is then employed by a Participating Employer. Notwithstanding the foregoing, effective January 1, 2018, each Employee who is or will become a Participant with respect to Participating Employer matching contributions and who is employed on the last day of the Plan Year shall receive a true-up matching contribution to the extent his accumulative matching contributions during the Plan Year are less than his Deferral Contributions, provided his Deferral Contributions equal or exceed 1.5% of his Compensation.

3. Section 3.4(b) of the Plan (“Matching Formula”) is amended in its entirety and replaced with the following effective on and after January 1, 2018:

For Plan Years beginning on or after January 1, 2015, the Participating Employers will pay to the Trustee as a matching contribution for each payroll period an amount equal to 100% of each Participant’s Deferral Contributions for the payroll period to the extent that such Deferral Contributions do not exceed 1.5% of the Participant’s Compensation for the payroll period. Effective for Plan Years ending on or after January 1, 2018, the Participating Employers will calculate and pay to the Trustee for each Participant who is employed on the last day of the Plan Year, as a true up matching contribution, an amount which is necessary to bring the Participant’s Employer matching contributions during the Plan Year to 1.5% of the Participant’s Compensation,

provided the Participant's Deferral Contributions for such Plan Year equaled or exceeded 1.5% of the Participant's Compensation for the Plan Year. Participating Employers will pay such true up matching contributions to the Trustee as soon as practicable following the close of each Plan Year.

4. Section 3.7 of the Plan ("Time of Payment") is amended in its entirety and replaced with the following effective on and after January 1, 2018:

For a Participant's Compensation for the payroll periods ending on or before December 31, 2017, Deferral Contributions will be paid to the Trustee as soon as practicable following the close of each payroll period. Participating Employer matching contributions will be paid to the Trustee as soon as practicable following the close of each calendar month during the Plan Year, and discretionary profit sharing contributions may be paid to the Trustee on any date or dates selected by the Participating Employers, but in no event later than the time prescribed by law (including extensions) for filing the Participating Employer's federal income tax return for its tax year ending with or within the Plan Year. Effective for Plan Years ending on or after January 1, 2018, Participating Employer true up matching contributions will be paid to the Trustee as soon as practicable following the close of each Plan Year.

5. Section 5.2(b) of the Plan ("Matching Contributions") is amended in its entirety and replaced with the following effective on and after January 1, 2018:

For matching contributions related to payroll periods ending on or before December 31, 2017, each Participating Employer matching contribution made with respect to a payroll period on behalf of Participants who are eligible to receive a matching contribution under Section 3.4 will be allocated by the Committee to each such Participant's Matching Contribution Account. Effective for Plan Years ending on or after January 1, 2018, each Participating Employer matching contribution and true up matching contributions made with respect to a Plan Year on behalf of Participants who are eligible to receive a matching contribution under Section 3.4 will be allocated by the Committee to each such Participant's Matching Contribution Account.

6. Section 1.1 of the Plan ("Account") is amended in its entirety and replaced with the following effective on and after January 1, 2018:

1.1 Account means the records, including subaccounts, maintained by the Committee in the manner provided in Article 5 to determine the interest of each Participant in the assets of the Plan and may refer to any or all of the Participant's Deferral Contribution Account (including Catch-Up Contributions), Matching Contribution Account, Profit Sharing Account, Rollover Account, and PTS Plan Account. The Participant's Deferral Contribution Account and the Catch-Up Contribution Account shall each have two subaccounts, and each shall have a subaccount for Pre-Income Tax Deferral Contributions and a second for post-income tax Roth Deferral Contributions.

7. Section 1.18 of the Plan (“Deferral Contribution”) is amended in its entirety and replaced with the following effective on and after January 1, 2018:

1.18 Deferral Contribution means the amount of a Participant’s Compensation that he elects to have contributed to the Plan by the Participating Employers rather than paid to him directly in cash. Deferral Contribution includes both amounts contributed as Pre-Income Tax Deferral Contributions and post-income tax Roth Deferral Contributions. Deferral Contributions shall include amounts contributed as Catch-Up Deferral Contributions under Section 3.1(c) which may be contributed either as Pre-Income Tax Deferral Contributions or a post-income tax Roth Deferral Contributions.

8. Section 1.19 of the Plan (“Deferral Contribution Account”) is amended in its entirety and replaced with the following effective on and after January 1, 2018:

1.19 Deferral Contribution Account means the Account established for each Participant, the balance of which is attributable to (i) the Participant’s Deferral Contributions and earnings and losses of the Trust Fund with respect to such contributions and (ii) the balance of the Participant’s deferral contribution account under the Belo Savings Plan transferred to the Plan. The Deferral Contribution Account holds all Participant Deferral Contributions, including Catch-Up Contributions under Section 3.1(c), and is comprised of two sub-accounts, one which holds all amounts contributed by elective deferrals on a pre-income tax basis and the second which shall hold all Participant Deferral Contributions contributed on a post-income tax basis as Roth Contributions in a Roth Contribution subaccount.

9. Section 1.32A (“Pre-Income Tax Deferral Contribution”) is hereby inserted as a new section immediately following Section 1.32 of the Plan effective on and after January 1, 2018:

1.32A Pre-Income Tax Deferral Contribution means the Participant’s Deferral Contributions which the Participant elects to contribute to the Plan on a pre-federal income tax basis under section 402(g) of the Code.

10. Section 1.36A (“Roth Contribution”) is hereby inserted as a new section immediately following Section 1.36 of the Plan effective on and after January 1, 2018:

1.36A Roth Contribution means the Participant’s Deferral Contributions which the Participant elects to contribute to the Plan on a post-federal income tax basis under section 402A of the Code.

11. Section 2.1(a) of the Plan (“Elective Deferral Contributions”) is amended in its entirety and replaced with the following effective on and after January 1, 2018:

2.1(a) Amount of Deferral Contributions. A Participant may elect, in accordance with procedures established by the Committee from time to time, (i) to have Deferral Contributions made to the Plan by the Participating Employers for any payroll period in an amount up to 100% of the Participant’s Compensation for the payroll period as either Pre-Income Tax Deferral Contributions or on an after-tax basis as Roth Contributions, or (ii) to have no Deferral Contributions made to the Plan by the Participating Employers. Any such election will be effective as soon as administratively practicable. Notwithstanding the foregoing, the Committee may reduce the amount of Deferral Contributions elected by a Participant in order to permit a Participating Employer to withhold from the Participant’s Compensation (i) all taxes and other amounts the Participating Employer is required to withhold under applicable law and (ii) any other amounts the Participant has elected to be withheld from his Compensation for any purpose, including without limitation, amounts to be withheld as contributions to Company-sponsored welfare benefit plans. Any such reduction to Deferral Contributions shall be first applied to Roth Contributions, and then to Pre-Income Tax Deferral Contributions.

12. Section 3.1(c) of the Plan (“Catch-up Deferral Contributions”) is amended in its entirety and replaced with the following effective on and after January 1, 2018:

(c) Catch Up Deferral Contributions. A Participant who has attained age 50 before the close of a Plan Year will be eligible to make catch-up Deferral Contributions (as either Pre-Income Tax Deferral Contributions or Roth Contributions, at the Participant’s election, with such combined amount tested as a Deferral Contribution) in accordance with, and subject to the limitations of, Code section 414(v). Such catch-up Deferral Contributions will not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code sections 402(g) and 415. The Plan will not be treated as failing to satisfy the provisions of the Plan implementing the requirements of Code sections 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416, as applicable, solely because of such catch-up Deferral Contributions.

13. Section 3.2(b) of the Plan is amended by adding the following paragraph immediately following Section 3.2(b)(iv) effective on and after January 1, 2018:

(v) Each Non-Electing Participant will be deemed to have elected to have Deferral Contributions made to the Plan by the Participating Employers as provided above in Pre-Income Tax Deferral Contributions.

14. Section 3.3 of the Plan (“Limitations on Deferral Contributions”) is amended in its entirety and replaced with the following effective on and after January 1, 2018:

3.3 Limitations on Deferral Contributions. The sum of a Participant’s Deferral Contributions (including both Pre-Income Tax Deferral Contribution amounts and Roth

Contribution amounts) and his elective deferrals (within the meaning of Code section 402(g)(3)) under any other plans, contracts or arrangements of any Controlled Group Member will not exceed the dollar limitation contained in Code section 402(g) (as such amount is adjusted for cost-of-living increases in the manner described in Code section 415(d)) for any taxable year of the Participant. A Participant's Deferral Contributions will also be subject to the deferral percentage limitation set forth in Section 11.4. In the event a Participant's Deferral Contributions and other elective deferrals (whether or not under a plan, contract or arrangement of a Controlled Group Member) for any taxable year exceed the foregoing dollar limitation, the excess allocated by the Participant to Deferral Contributions (adjusted for Trust Fund earnings and losses in the manner described in Section 11.4.) may, in the discretion of the Committee, be distributed to the Participant no later than April 15 following the close of such taxable year and shall be distributed first from Roth Contributions made during such taxable year, and then after Roth Contributions for the taxable year are exhausted, from Pre-Income Tax Deferral Contributions. The amount of Deferral Contributions distributed to a Participant for a Plan Year pursuant to this Section will be reduced by any excess Deferral Contributions previously distributed to him pursuant to Section 11.4 for the same Plan Year.

15. Section 3.8 of the Plan ("Limitations on Deferral Contributions") is amended in its entirety and replaced with the following effective on and after January 1, 2018:

3.8 Rollover and Transfer Contributions. Unless otherwise directed to do so by the Committee, the Trustee is authorized to accept (i) any part of the cash or other assets distributed to a Participant from a Qualified Plan, a qualified annuity plan described in Code section 403(a), an annuity contract described in Code section 403(b), an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, or from an individual retirement account or annuity described in Code sections 408(a) or (b) that is eligible to be rolled over and would otherwise be includible in gross income, (ii) amounts rolled over from a Roth Contribution account in another Qualified Plan, and (iii) a direct transfer of assets to the Plan on behalf of a Participant from the trustee or other funding agent of a Qualified Plan, including the transfer of Roth Contribution accounts. Any amounts contributed to the Plan pursuant to this Section 3.8 will be allocated to the Participant's Rollover Account; provided, however, that (i) any amounts transferred to the Plan due to the merger of the A. H. Belo Pension Transition Supplement Plan with and into the Plan effective July 1, 2013, will be allocated to the Participant's PTS Plan Account, and (ii) in the case of any other direct transfer of assets from the trustee of another Qualified Plan sponsored by a Controlled Group Member, the Committee will maintain such records as may be necessary to determine the portions of the transferred amount which represent employer profit sharing, matching and salary deferral contributions made by the former employer and earnings and losses attributable thereto and will allocate such amounts to the Participant's Profit Sharing Account, Matching Contribution Account and Deferral Contribution Account, and any amounts received as a Roth Contribution account rollover, respectively.

16. Section 5.1 of the Plan "Establishment of Accounts" is hereby amended and restated and replaced with the following effective as of January 1, 2018:

5.1 Establishment of Accounts. The Committee will establish for each Participant, to the extent applicable, a Deferral Contribution Account (which shall be comprised of two sub-accounts, one for pre-income tax elective deferral contributions by Participants, and a second to hold Participant elective contributions of post-income tax amounts as Roth Contributions and the earnings thereon), a Matching Contribution Account, a Profit Sharing Account, a Rollover Account, and a PTS Plan Account. The Committee may also establish one or more subaccounts of a Participant's Account, if the Committee determines that subaccounts are necessary or desirable in administering the Plan.

17. Section 5.2(a) of the Plan ("Deferral Contributions") is hereby amended and restated and replaced with the following effective as of January 1, 2018:

(a) Deferral Contributions. Each Deferral Contribution made by a Participating Employer on behalf of a Participant will be allocated by the Committee to the Participant's Deferral Contribution Account, and to the respective sub account within such Deferral Contribution Account for either Pre-Income Tax Deferral Contributions or for Roth Contributions. A Participant's Roth Contributions and years of participation in such Roth Contribution subaccount shall be recorded for each Participant.

18. Section 11.4(c) of the Plan, ("Reduction of Excess Deferral Contributions") is hereby amended and restated and replaced in its entirety with the following effective as of January 1, 2018:

(c) Reduction of Excess Deferral Contributions. If the Average Deferral Percentage for Participants who are Highly Compensated Employees exceeds the limitation described in Section 11.4(a), the excess contributions will be distributed to the Highly Compensated Employees on the basis of the respective portions of the excess contributions attributable to each such Highly Compensated Employee. For purposes of this subsection, excess contributions means, for a Plan Year, the excess of (i) the aggregate amount of Deferral Contributions paid to the Trust on behalf of Highly Compensated Employees for the Plan Year, over (ii) the maximum amount of Deferral Contributions permitted for such Plan Year under Section 11.4(a) (determined by reducing Deferral Contributions made on behalf of Highly Compensated Employees in order of the Deferral Percentages beginning with the highest of such percentages). Such excess contributions will be distributed on the basis of the dollar amount of Deferral Contributions for each such Participant (as hereinafter provided) until the aggregate amount of excess contributions has been distributed. The Deferral Contributions of the Highly Compensated Employee with the highest dollar amount of Deferral Contributions will be reduced first by the amount required to cause that Participant's Deferral Contributions to equal the dollar amount of the Deferral Contributions of the Highly Compensated Employee with the next highest dollar amount, and this process will be repeated until the total amount of excess Deferral Contributions has been distributed. When distributing a Highly Compensated Employee's excess contributions, such distributions shall first reduce Roth Contributions made by such Highly Compensated Employee, until exhausted, and then shall reduce the Pre-Income Tax Deferral

Contribution subaccount to the extent necessary to distribute the Highly Compensated Employee's excess contributions. Upon distribution of the total excess Deferral Contributions in this manner, the Plan will be treated as satisfying the limitations of Section 11.4(a). Matching Contributions made with respect to a Participant's excess Deferral Contributions will be forfeited and applied as provided in Section 6.4.

All distributions will be increased by Trust Fund earnings and decreased by Trust Fund losses for the Plan Year and will be made within two and one-half months following the close of the Plan Year, if practicable, but in no event later than the last day of the immediately following Plan Year. The amount of excess Deferral Contributions distributed pursuant to this Section with respect to a Participant for the Plan Year will be reduced by any Deferral Contributions previously distributed to the Participant for the same Plan Year pursuant to Section 3.3.

19. No other provision of the Plan is amended by this Third Amendment to the Plan.

Executed at Dallas, Texas, this 7th day of September, 2017.

A. H. BELO CORPORATION

By: /s/ Julie Hoagland
Name: Julie Hoagland
Title: SVP/Chief People Officer

A. H. BELO CORPORATION

A. H. Belo Corporation Announces Fourth Quarter 2017 Dividend

DALLAS - A. H. Belo Corporation (NYSE: AHC) announced today that the Company's Board of Directors declared a quarterly cash dividend of \$0.08 per share on September 6, 2017. The dividend will be payable on December 1, 2017 to shareholders of record at the close of business on November 9, 2017.

About A. H. Belo Corporation

A. H. Belo Corporation is a leading local news and information publishing company with commercial printing, distribution and direct mail capabilities, as well as expertise in emerging media and digital marketing. With a continued focus on extending the Company's media platform, A. H. Belo Corporation delivers news and information in innovative ways to a broad spectrum of audiences with diverse interests and lifestyles. For additional information, visit www.ahbelo.com or email invest@ahbelo.com.

Statements in this communication concerning A. H. Belo Corporation's business outlook or future economic performance, anticipated profitability, revenues, expenses, dividends, capital expenditures, investments, dispositions, impairments, business initiatives, acquisitions, pension plan contributions and obligations, real estate sales, working capital, future financings and other financial and non-financial items that are not historical facts, are "forward-looking statements" as the term is defined under applicable federal securities laws. Forward-looking statements are subject to risks, uncertainties and other factors that could cause actual results to differ materially from those statements. Such risks, trends and uncertainties are, in most instances, beyond the Company's control, and include changes in advertising demand and other economic conditions; consumers' tastes; newsprint prices; program costs; labor relations; technology obsolescence; as well as other risks described in the Company's Annual Report on Form 10-K and in the Company's other public disclosures and filings with the Securities and Exchange Commission. Forward-looking statements, which are as of the date of this filing, are not updated to reflect events or circumstances after the date of the statement.
