

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): May 12, 2022

DallasNews CORPORATION

(Exact name of registrant as specified in its charter)

Commission file number: **1-33741**

Texas
(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) 977-7342
(Registrant's telephone number, including area code)

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Series A Common Stock, \$0.01 par value	DALN	The Nasdaq Stock Market LLC

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.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Chief Executive Officer and President Transition

On May 12, 2022, Robert W. Decherd retired from his position as President and Chief Executive Officer of DallasNews Corporation (the “Company”), effective immediately. Mr. Decherd will continue to serve as Executive Chairman of the Company’s Board of Directors (the “Board”). In connection with Mr. Decherd’s retirement, the Company and Mr. Decherd mutually agreed to terminate that certain letter agreement by and between Mr. Decherd and the Company dated as of June 19, 2013, relating to Mr. Decherd’s compensation arrangements. On May 12, 2022, the Company and Mr. Decherd entered into a letter agreement (the “May 2022 Letter Agreement”), pursuant to which Mr. Decherd will serve as the Company’s Executive Chairman until May 11, 2023. Following his retirement as Executive Chairman, Mr. Decherd will continue to serve as a director until September 17, 2023, at which time he will retire from the Board. This summary of the May 2022 Letter Agreement is qualified in its entirety by reference to the full text of the May 2022 Letter Agreement, which is attached as Exhibit 10.1 to this Current Report on Form 8-K.

Effective immediately upon Mr. Decherd’s retirement, the Board appointed Grant S. Moise as Chief Executive Officer of the Company, in addition to his current roles as Publisher and President of *The Dallas Morning News*, and appointed Mary Kathryn Murray as President of the Company, in addition to her current role as Chief Financial Officer of the Company. Additional information required by Items 401(b), (d), and (e) and Item 404(a) of Regulation S-K regarding Mr. Moise and Ms. Murray (each, and “Executive” and together, the “Executives”) was previously reported in the Company’s Definitive Proxy Statement on Schedule 14A for its 2022 Annual Meeting of Shareholders, filed with the Securities and Exchange Commission on March 28, 2022.

Expansion of Board; Election of Grant S. Moise to Board

On May 12, 2022, the Board increased the size of the Board from five directors to six directors, and unanimously elected Mr. Moise to serve as a director of the Company, effective immediately. Mr. Moise’s initial term will expire at the Company’s next annual meeting of shareholders in 2023, when he will be eligible for re-election by the shareholders. Additional information required by Item 404(a) of Regulation S-K regarding Mr. Moise was previously reported in the Company’s Definitive Proxy Statement on Schedule 14A for its 2022 Annual Meeting of Shareholders, filed with the Securities and Exchange Commission on March 28, 2022.

A copy of the press release announcing the retirement of Mr. Decherd, the appointments of Mr. Moise and Ms. Murray and the election of Mr. Moise to the Board is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

Compensation Matters

On May 12, 2022, the Compensation and Management Development Committee of the Board (the “Committee”) met to review the structure of the Company’s 2022 executive compensation program and approve the 2022 base salaries, target bonus opportunities and long-term cash incentive (“LTCI”) awards for the Executives. In connection with their promotions, the Committee increased Mr. Moise’s annual base salary to \$660,000 and increased Ms. Murray’s annual base salary to \$445,000, in each case effective as of May 12, 2022. For purposes of the Company’s annual cash incentive bonus program, the Committee set Mr. Moise’s target bonus percentage for 2022 at 75% of his base salary and set Ms. Murray’s target bonus percentage for 2022 at 50% of her base salary. As previously reported in the Current Report on Form 8-K filed by the Company on March 3, 2022, each Executive is eligible to receive an annual cash incentive bonus based 60% on financial metrics and 40% on individual objectives. The financial performance metrics will be weighted as follows: (i) 40% against planned net advertising and marketing services revenue; (ii) 40% against planned net circulation revenue; and (iii) 20% against planned total adjusted net operating expense. Threshold, target and maximum performance and payout ranges for the revenue components are 95%, 100% and 105%, respectively, for performance and 10%, 100% and 200%, respectively, for payout. Threshold, target and maximum performance and payout ranges for the expense component is 105%, 100% and 95%, respectively, for performance and 10%, 100% and 200%, respectively, for payout. The Committee also granted LTCI awards to each of the Executives, in the amounts of \$404,250 for Mr. Moise and \$180,000 for Ms. Murray. The LTCI awards vest 50% on December 31, 2022 and 50% on December 31, 2023.

Retention Bonus Letters

On May 12, 2022, the Committee approved, and the Company entered into, retention bonus letters with each Executive (each, a “Retention Bonus Letter” and together, the “Retention Bonus Letters”).

The Retention Bonus Letters provide for the payment of retention bonuses of \$1,000,000 to Mr. Moise and \$670,000 to Ms. Murray, as applicable, in the event a Change in Control (as defined in the Retention Bonus Letters) occurs and such Executive is still employed by the Company or its successor 180 days following the closing date of the Change in Control. In the event the Executive’s employment is terminated by the Company without cause or by such Executive for good reason before the 180th day following the closing date of a Change in Control, the Retention Bonus Letters provide for a lump sum payment of \$1,500,000 to Mr. Moise and \$1,000,000 to Ms. Murray, as applicable, provided that he or she signs a release of claims within 30 days of the termination of employment and does not revoke such release. In the event the Executive’s employment is terminated by the Company without cause or by such Executive for any reason on or after the 180th day following the closing date of a Change in Control and prior to the 18-month anniversary of the closing date of such Change in Control, the Retention Bonus Letters provide for a lump sum payment of \$500,000 to Mr. Moise and \$330,000 to Ms. Murray, provided that he or she signs a release of claims within 30 days of the termination of employment and does not revoke such release. The Retention Bonus Letters also provide for the acceleration of outstanding equity awards. This summary of the Retention Bonus Letters is qualified in its entirety by reference to the full text of the Retention Bonus Letters for Mr. Moise and Ms. Murray, which are attached as Exhibits 10.2 and 10.3, respectively, to this Current Report on Form 8-K.

Termination of Change in Control Severance Plan

Effective as of May 12, 2022, the Board terminated the DallasNews Corporation Change in Control Severance Plan (f/k/a A. H. Belo Corporation Change in Control Severance Plan), adopted as of January 11, 2008, as amended from time to time.

Item 5.07. Submission of Matters to a Vote of Security Holders.

The Company’s 2022 Annual Meeting of Shareholders was held on May 12, 2022. The following are the final voting results and a brief description of each matter submitted to the Company’s shareholders at that meeting. Each proposal is described in more detail in the Company’s 2022 Proxy Statement dated March 28, 2022.

Proposal 1: Election of Directors. The shareholders of the Company elected each of the director nominees nominated by the Company’s Board of Directors, as follows: John A. Beckert, Louis E. Caldera, Robert W. Decherd, Ronald D. McCray and Dunia A. Shive were elected as directors and are eligible to serve a one-year term until the 2023 annual meeting and until his or her successor is elected and qualified.

The following is a tabulation of the voting results with respect to each director nominee:

<u>Director</u>	<u>Votes For</u>	<u>Votes Withheld</u>	<u>Broker Non-Votes</u>
John A. Beckert	8,089,460	327,581	1,420,255
Louis E. Caldera	8,090,998	326,043	1,420,255
Robert W. Decherd	8,311,047	105,994	1,420,255
Ronald D. McCray	8,092,750	324,291	1,420,255
Dunia A. Shive	8,312,998	104,043	1,420,255

Proposal 2: Ratification of the Appointment of Independent Registered Public Accounting Firm. The Company's shareholders ratified the appointment of Grant Thornton LLP as the Company's independent registered public accounting firm for the year ending December 31, 2022 by an affirmative majority of the voting power represented at the annual meeting and entitled to vote:

<u>Votes For</u>	<u>Votes Against</u>	<u>Abstain</u>
9,819,736	11,557	6,003

Item 8.01. Other Events.

On May 12, 2022, the Company's Board of Directors approved a third quarter 2022 dividend of \$0.16 per share. The dividend will be payable on September 2, 2022, to shareholders of record at the close of business on August 12, 2022. A copy of the announcement press release is furnished as Exhibit 99.2 to this Current Report on Form 8-K.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

<u>Exhibit Number</u>	<u>Description</u>
10.1	Letter Agreement, dated May 12, 2022, by and between the Company and Robert W. Decherd
10.2	Retention Bonus Letter, dated May 12, 2022, by and between the Company and Grant Moise
10.3	Retention Bonus Letter, dated May 12, 2022, by and between the Company and Katy Murray
99.1	Press release issued by DallasNews Corporation on May 12, 2022
99.2	Press Release issued by DallasNews Corporation on May 12, 2022
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

Date: May 12, 2022

DALLASNEWS CORPORATION

By: /s/ Katy Murray
Katy Murray
President and Chief Financial Officer

DallasNews CORPORATION

May 12, 2022

Mr. Robert W. Decherd
Executive Chairman
DallasNews Corporation
Dallas, Texas

Dear Robert:

On behalf of the Board of Directors, I want to confirm your election as Executive Chairman today and convey our sincere appreciation for the leadership you have provided the Company over the past four years as Chief Executive Officer. As Executive Chairman you will continue to preside at Board of Directors meetings and meet regularly with Grant Moise in an advisory capacity. You and I will also meet regularly and, with Grant and Katy Murray, establish and monitor the Board's work plan between now and the 2023 Annual Meeting of Shareholders, at which time you will retire as Executive Chairman. Per your request, you will remain a director of the Company until September 17, 2023, your 50th employment anniversary, at which time you will retire from the Board.

This letter agreement supersedes any and all agreements you have with the Company, written or verbal, and specifically supersedes the June 19, 2013 letter agreement between you and the Company. Many of the specific commitments made in that letter ceased to apply over the past nine years, especially once you returned as Chief Executive Officer in May 2018.

As Executive Chairman and following your retirement from this position on May 11, 2023, you will continue to be an employee of DallasNews Corporation. Your compensation will remain \$1 per year and you have declined any short-term or long-term employment benefits other than parking in the DallasNews Corporation garage. You will maintain an office at the Company's headquarters until May 2023. During your employment with the Company, and for three years thereafter, you will be connected to the DallasNews Corporation IT network and receive full IT support.

This agreement does not constitute a contract between you and DallasNews Corporation and you serve in the capacities outlined above at the pleasure of the Board of Directors.

Best regards,

/s/ John A. Beckert
John A. Beckert
Lead Director

P.O. Box 224866 Dallas, Texas 75222-4866 Tel. 214.977.8222 Fax 214.977.8285
Deliveries: 1954 Commerce Street Dallas, TX 75201

DallasNews CORPORATION

May 12, 2022

To: Grant Moise

From:

DallasNews Corporation (the “*Company*”) desires to incentivize you to maintain your employment with the Company (or its successor) in the event a “change in control” of the Company occurs. This letter agreement (this “*Letter*”) sets forth the entire agreement between you and the Company with respect to this retention bonus opportunity and supersedes all prior agreements, promises, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of any party to this Agreement with respect to such subject matter hereof. Capitalized terms used in this Letter but not otherwise defined shall have the meanings set forth in Exhibit A to this Letter.

1. Retention Bonus. Except as otherwise provided herein, you shall be eligible to receive a lump sum cash payment of \$1,000,000 if a Change in Control occurs and you remain employed by the Company (or its successor) until the date that is 180-days following the Closing Date (the “*Retention Date*”). You must be employed on the Retention Date to be eligible to receive any amount under this Section 1.
 2. Severance Benefits.
 - a. Provided that you sign a release of claims in the form provided to you by the Company within 30 days of your termination of employment, and you do not revoke the release of claims, you will be eligible to receive one of the following amounts: (i) a lump sum payment equal to \$1,500,000, less applicable withholdings and deductions, if before the 180th day after the Closing Date your employment with the Company is terminated by the Company without Cause or by you for Good Reason; or (ii) a lump sum payment equal to \$500,000, less applicable withholdings and deductions, if within the period beginning on or after the 180th day following the Closing Date and ending on the 18-month anniversary of the Closing Date your employment with the Company is terminated by the Company without Cause or by you with or without Good Reason (payments in clauses (i) and (ii) are each referred to herein as the “*Severance Payment*”). If your termination of employment occurs more than 18-months following the Closing Date, you shall not be eligible to receive any Severance Payment pursuant to this Section 2. Provided that the release of claims described in this Section 2 is effective, the Severance Payment shall be paid to you as soon as practicable on or after the first day of the seventh month after your termination of employment, but in no event later than 30 days after the first day of the seventh month.
 - b. In addition, if your employment with the Company is terminated by the Company without Cause or by you for Good Reason (or, by you for any reason during the period beginning on the 180th day after the Closing Date and ending on the 18-month anniversary of the Closing Date), and provided that the release of claims described in Section 2.a is effective, then the Company will make a lump-sum cash payment (less applicable withholdings and deductions) to you in an amount equal to 18 times the monthly COBRA premiums in effect under the Company’s group health plan (based on the level of coverage you were enrolled in at the time of your termination)(the “*COBRA Payment*”), payable on the first payroll date that is more than 30 days following your termination of employment.
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- c. Notwithstanding anything herein, you will not be eligible for any payment under this Section 2 (including, the Severance Payment and COBRA Payment) if you receive an offer of employment from the buyer of all or substantially all of the Company's assets that includes base salary and benefits that are substantially similar to your base salary and benefits immediately prior to the Closing Date, as determined by the Company in its sole discretion.
3. Acceleration of Outstanding Equity Awards. In the event of a Change in Control, notwithstanding anything to the contrary in any of the Company's equity-based, equity-related or other long-term incentive compensation plans, practices, policies and programs or your award agreements as of the Closing Date (i) all outstanding and unvested options, restricted stock, restricted stock units or other equity awards that vest solely based on continued employment shall immediately and automatically become fully vested and exercisable and (ii) all outstanding and unvested options, restricted stock, restricted stock units or other equity awards that vest upon the satisfaction of performance conditions shall immediately and automatically become fully vested and earned at a deemed performance level equal to the greater of the target performance level or the performance level determined by actual performance through the Closing Date.
4. Right to Continue Employment. Please note that this Letter does not in any way alter, modify, or amend your relationship with the Company, nor does it guarantee you the right to continue in the employ or service of the Company, any of its subsidiaries or affiliates, or any of its successors.
5. Successors. This Letter binds any successor to all or substantially all of the business or assets of the Company (whether direct or indirect, by purchase, merger, consolidation or otherwise), in the same manner and to the same extent that the Company would have been obligated under this Letter if no such succession had taken place. The Company agrees to require any successor in a Change in Control to expressly and unconditionally assume and agree to perform the Company's obligations under this Letter, in the same manner and to the same extent that the Company would have been required to perform such obligations if such succession or Change in Control had not occurred.
6. Amendment. This Letter only may be amended by a writing signed by you and an authorized officer of the Company or a member of the Company's Board of Directors, provided, however, that the Company reserves the right to amend this Agreement at any time to increase (but not decrease) the amounts payable pursuant to Section 2 in its sole discretion.
7. Section 409A. This Letter and any payments that may be made hereunder are intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") and the regulations or other applicable guidance issued thereunder, and the Company shall interpret the terms and conditions of this Letter consistently with such intent. To the extent required to comply with Section 409A of the Code, you shall only be eligible to receive the Severance Payment and COBRA Payment if your termination of employment also constitutes a "separation from service" under Section 409A of the Code.
8. Section 280G. If it is determined that any payments or benefits of any kind, whether under this Letter or any other plan, agreement or arrangement of the Company paid or payable to or for your benefit, or any other compensation from whatever source paid or payable to or for your benefit that is deemed contingent on a "change of control" (or that is otherwise deemed a parachute payment under Treas. Reg. Section 1.280G-1, Q&A-2) (collectively, the "**Payment**") is an "excess parachute payment" within the meaning of Section 280G of the Code and would be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then the Payment shall be reduced to the

largest amount that can be paid or provided without being subject to the Excise Tax, but only if the net amount of the reduced Payment, after payment of all federal, state and local income tax imposed on the reduced Payment, is at least equal to the net amount of the unreduced Payment after payment of all federal, state and local income tax and the Excise Tax on the unreduced Payment. If a reduction in the Payment is required by the preceding sentence, the payments and benefits that constitute the Payment shall be reduced in the following order: (1) first, all cash payments, including any severance that is treated as contingent on the change of control; (2) second, all equity grants that are accelerated by reason of the change of control and are subject to Treas. Reg. Section 1.280G-1, Q&A-24(d); (3) third, all accelerated equity grants that are accelerated by reason of the change of control and are subject to Treas. Reg. Section 1.280G-1, Q&A-24(c), and (4) fourth, all other non-cash benefits. Within each category, payments shall be reduced in the reverse order of the time at which they would otherwise have been paid, vested or provided. For purposes of determining whether the Payment shall be reduced, you shall be deemed to pay federal income tax at the highest marginal rate of federal income taxation and state and local income taxes at the highest marginal rate of taxation in the state and locality of your residence, on your termination of employment (or if there is no termination, then the date on which the Payment is calculated for purpose of this [Section 8](#)). The amount of any reduction in the Payment shall be determined by the Company after consultation in good faith with its legal and tax advisors selected by the Company and reasonably acceptable to you.

You may not alienate, assign, pledge, encumber, transfer, sell, or otherwise dispose of any rights or benefits awarded hereunder, and any attempt to alienate, assign, pledge, encumber, transfer, sell, or assign, or any levy, attachment, execution, or similar process upon any such rights or benefits shall be null and void.

You understand that this Letter represents the complete agreement between you and the Company with respect to the retention bonus and severance benefits payable to you, that this Letter replaces any prior written or oral agreements or understandings, and that no oral statements or other prior written material not specifically incorporated into this Letter shall be of any force or effect.

We ask that you acknowledge your receipt of this Letter and your acceptance of the terms and conditions described herein by signing and dating the Acknowledgement and Acceptance section below and returning it to the Company by May 19, 2022. If you have any questions or need additional information, please feel free to contact me.

We continue to look forward to the exciting opportunities ahead of us and the future performance of the Company.

Very truly yours,

DallasNews Corporation

/s/ Louis E. Caldera

Louis E. Caldera
Chairperson of the Compensation and Management Development Committee
of the Board of Directors

ACKNOWLEDGEMENT AND ACCEPTANCE

I hereby acknowledge receipt of this Letter setting forth the terms and conditions governing my eligibility for certain retention bonus payments and certain severance benefits in connection with a Change in Control. I have carefully read this Letter and hereby agree to and accept all of the terms and conditions set forth in the Letter, and agree that my entitlement to any actual payment pursuant to this Letter shall be determined solely by the terms and conditions described in this letter.

/s/ Grant Moise
Grant Moise

May 12, 2022
Date

“**Cause**” means, as determined by the Board of Directors or Compensation Committee of the Board of Directors, as applicable, in good faith and in its sole discretion, the occurrence of one or more of the following: (i) you are convicted of, or plead guilty or *nolo contendere* to, a felony involving moral turpitude or that involves a misappropriation of the assets of the Company or a Subsidiary; (ii) you commit one or more acts or omissions constituting negligence, fraud or other misconduct that have a detrimental effect on the Company or a Subsidiary; or (iii) you commit a violation of any of the Company’s material policies (including the Company’s code of business conduct and ethics, as in effect from time to time).

“**Change in Control**” shall have the meaning ascribed to such term in the Company’s 2017 Incentive Compensation Plan, as amended, provided that the transaction also constitutes a change in ownership or control within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended.

“**Closing Date**” shall have the meaning ascribed to such term in the definitive purchase agreement executed in connection with a Change in Control.

“**Good Reason**” the occurrence of any of the following without your prior written consent: (i) a material reduction of or to your duties or responsibilities, other than solely as a direct result of the Company no longer being publicly traded; (ii) a material reduction of your base salary; (iii) any change of your principal place of employment to a location more than 50 miles from your principal place of employment as of the date of this Letter; or (vi) a material breach of this Letter by the Company. Notwithstanding the foregoing, termination of your employment will not be for Good Reason unless (x) you deliver written notice to the Company (the “**Good Reason Notice**”) of the existence of the condition you believe constitutes Good Reason within 30 days of the initial existence of such condition (which Good Reason Notice specifically identifies such condition), the Company fails to remedy such condition within 30 days after the date on which it receives such notice (the “**Good Reason Cure Period**”), and (z) you actually terminate employment within 30 days after the expiration of the Good Reason Cure Period.

DallasNews CORPORATION

May 12, 2022

To: Katy Murray

From:

DallasNews Corporation (the “*Company*”) desires to incentivize you to maintain your employment with the Company (or its successor) in the event a “change in control” of the Company occurs. This letter agreement (this “*Letter*”) sets forth the entire agreement between you and the Company with respect to this retention bonus opportunity and supersedes all prior agreements, promises, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of any party to this Agreement with respect to such subject matter hereof. Capitalized terms used in this Letter but not otherwise defined shall have the meanings set forth in Exhibit A to this Letter.

1. Retention Bonus. Except as otherwise provided herein, you shall be eligible to receive a lump sum cash payment of \$670,000 if a Change in Control occurs and you remain employed by the Company (or its successor) until the date that is 180-days following the Closing Date (the “*Retention Date*”). You must be employed on the Retention Date to be eligible to receive any amount under this Section 1.
 2. Severance Benefits.
 - a. Provided that you sign a release of claims in the form provided to you by the Company within 30 days of your termination of employment, and you do not revoke the release of claims, you will be eligible to receive one of the following amounts: (i) a lump sum payment equal to \$1,000,000, less applicable withholdings and deductions, if before the 180th day after the Closing Date your employment with the Company is terminated by the Company without Cause or by you for Good Reason; or (ii) a lump sum payment equal to \$330,000, less applicable withholdings and deductions, if within the period beginning on or after the 180th day following the Closing Date and ending on the 18-month anniversary of the Closing Date your employment with the Company is terminated by the Company without Cause or by you with or without Good Reason (payments in clauses (i) and (ii) are each referred to herein as the “*Severance Payment*”). If your termination of employment occurs more than 18-months following the Closing Date, you shall not be eligible to receive any Severance Payment pursuant to this Section 2. Provided that the release of claims described in this Section 2 is effective, the Severance Payment shall be paid to you as soon as practicable on or after the first day of the seventh month after your termination of employment, but in no event later than 30 days after the first day of the seventh month.
 - b. In addition, if your employment with the Company is terminated by the Company without Cause or by you for Good Reason (or, by you for any reason during the period beginning on the 180th day after the Closing Date and ending on the 18-month anniversary of the Closing Date), and provided that the release of claims described in Section 2.a is effective, then the Company will make a lump-sum cash payment (less applicable withholdings and deductions) to you in an amount equal to 18 times the monthly COBRA premiums in effect under the Company’s group health plan (based on the level of coverage you were enrolled in at the time of your termination)(the “*COBRA Payment*”), payable on the first payroll date that is more than 30 days following your termination of employment.
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- c. Notwithstanding anything herein, you will not be eligible for any payment under this Section 2 (including, the Severance Payment and COBRA Payment) if you receive an offer of employment from the buyer of all or substantially all of the Company's assets that includes base salary and benefits that are substantially similar to your base salary and benefits immediately prior to the Closing Date, as determined by the Company in its sole discretion.
3. Acceleration of Outstanding Equity Awards. In the event of a Change in Control, notwithstanding anything to the contrary in any of the Company's equity-based, equity-related or other long-term incentive compensation plans, practices, policies and programs or your award agreements as of the Closing Date (i) all outstanding and unvested options, restricted stock, restricted stock units or other equity awards that vest solely based on continued employment shall immediately and automatically become fully vested and exercisable and (ii) all outstanding and unvested options, restricted stock, restricted stock units or other equity awards that vest upon the satisfaction of performance conditions shall immediately and automatically become fully vested and earned at a deemed performance level equal to the greater of the target performance level or the performance level determined by actual performance through the Closing Date.
4. Right to Continue Employment. Please note that this Letter does not in any way alter, modify, or amend your relationship with the Company, nor does it guarantee you the right to continue in the employ or service of the Company, any of its subsidiaries or affiliates, or any of its successors.
5. Successors. This Letter binds any successor to all or substantially all of the business or assets of the Company (whether direct or indirect, by purchase, merger, consolidation or otherwise), in the same manner and to the same extent that the Company would have been obligated under this Letter if no such succession had taken place. The Company agrees to require any successor in a Change in Control to expressly and unconditionally assume and agree to perform the Company's obligations under this Letter, in the same manner and to the same extent that the Company would have been required to perform such obligations if such succession or Change in Control had not occurred.
6. Amendment. This Letter only may be amended by a writing signed by you and an authorized officer of the Company or a member of the Company's Board of Directors, provided, however, that the Company reserves the right to amend this Agreement at any time to increase (but not decrease) the amounts payable pursuant to Section 2 in its sole discretion.
7. Section 409A. This Letter and any payments that may be made hereunder are intended to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") and the regulations or other applicable guidance issued thereunder, and the Company shall interpret the terms and conditions of this Letter consistently with such intent. To the extent required to comply with Section 409A of the Code, you shall only be eligible to receive the Severance Payment and COBRA Payment if your termination of employment also constitutes a "separation from service" under Section 409A of the Code.
8. Section 280G. If it is determined that any payments or benefits of any kind, whether under this Letter or any other plan, agreement or arrangement of the Company paid or payable to or for your benefit, or any other compensation from whatever source paid or payable to or for your benefit that is deemed contingent on a "change of control" (or that is otherwise deemed a parachute payment under Treas. Reg. Section 1.280G-1, Q&A-2) (collectively, the "**Payment**") is an "excess parachute payment" within the meaning of Section 280G of the Code and would be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then the Payment shall be reduced to the

largest amount that can be paid or provided without being subject to the Excise Tax, but only if the net amount of the reduced Payment, after payment of all federal, state and local income tax imposed on the reduced Payment, is at least equal to the net amount of the unreduced Payment after payment of all federal, state and local income tax and the Excise Tax on the unreduced Payment. If a reduction in the Payment is required by the preceding sentence, the payments and benefits that constitute the Payment shall be reduced in the following order: (1) first, all cash payments, including any severance that is treated as contingent on the change of control; (2) second, all equity grants that are accelerated by reason of the change of control and are subject to Treas. Reg. Section 1.280G-1, Q&A-24(d); (3) third, all accelerated equity grants that are accelerated by reason of the change of control and are subject to Treas. Reg. Section 1.280G-1, Q&A-24(c), and (4) fourth, all other non-cash benefits. Within each category, payments shall be reduced in the reverse order of the time at which they would otherwise have been paid, vested or provided. For purposes of determining whether the Payment shall be reduced, you shall be deemed to pay federal income tax at the highest marginal rate of federal income taxation and state and local income taxes at the highest marginal rate of taxation in the state and locality of your residence, on your termination of employment (or if there is no termination, then the date on which the Payment is calculated for purpose of this [Section 8](#)). The amount of any reduction in the Payment shall be determined by the Company after consultation in good faith with its legal and tax advisors selected by the Company and reasonably acceptable to you.

You may not alienate, assign, pledge, encumber, transfer, sell, or otherwise dispose of any rights or benefits awarded hereunder, and any attempt to alienate, assign, pledge, encumber, transfer, sell, or assign, or any levy, attachment, execution, or similar process upon any such rights or benefits shall be null and void.

You understand that this Letter represents the complete agreement between you and the Company with respect to the retention bonus and severance benefits payable to you, that this Letter replaces any prior written or oral agreements or understandings, and that no oral statements or other prior written material not specifically incorporated into this Letter shall be of any force or effect.

We ask that you acknowledge your receipt of this Letter and your acceptance of the terms and conditions described herein by signing and dating the Acknowledgement and Acceptance section below and returning it to the Company by May 19, 2022. If you have any questions or need additional information, please feel free to contact me.

We continue to look forward to the exciting opportunities ahead of us and the future performance of the Company.

Very truly yours,

DallasNews Corporation

/s/ Louis E. Caldera

Louis E. Caldera
Chairperson of the Compensation and Management Development Committee
of the Board of Directors

ACKNOWLEDGEMENT AND ACCEPTANCE

I hereby acknowledge receipt of this Letter setting forth the terms and conditions governing my eligibility for certain retention bonus payments and certain severance benefits in connection with a Change in Control. I have carefully read this Letter and hereby agree to and accept all of the terms and conditions set forth in the Letter, and agree that my entitlement to any actual payment pursuant to this Letter shall be determined solely by the terms and conditions described in this letter.

/s/ Katy Murray
Katy Murray

May 12, 2022
Date

“**Cause**” means, as determined by the Board of Directors or Compensation Committee of the Board of Directors, as applicable, in good faith and in its sole discretion, the occurrence of one or more of the following: (i) you are convicted of, or plead guilty or *nolo contendere* to, a felony involving moral turpitude or that involves a misappropriation of the assets of the Company or a Subsidiary; (ii) you commit one or more acts or omissions constituting negligence, fraud or other misconduct that have a detrimental effect on the Company or a Subsidiary; or (iii) you commit a violation of any of the Company’s material policies (including the Company’s code of business conduct and ethics, as in effect from time to time).

“**Change in Control**” shall have the meaning ascribed to such term in the Company’s 2017 Incentive Compensation Plan, as amended, provided that the transaction also constitutes a change in ownership or control within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended.

“**Closing Date**” shall have the meaning ascribed to such term in the definitive purchase agreement executed in connection with a Change in Control.

“**Good Reason**” the occurrence of any of the following without your prior written consent: (i) a material reduction of or to your duties or responsibilities, other than solely as a direct result of the Company no longer being publicly traded; (ii) a material reduction of your base salary; (iii) any change of your principal place of employment to a location more than 50 miles from your principal place of employment as of the date of this Letter; or (vi) a material breach of this Letter by the Company. Notwithstanding the foregoing, termination of your employment will not be for Good Reason unless (x) you deliver written notice to the Company (the “**Good Reason Notice**”) of the existence of the condition you believe constitutes Good Reason within 30 days of the initial existence of such condition (which Good Reason Notice specifically identifies such condition), the Company fails to remedy such condition within 30 days after the date on which it receives such notice (the “**Good Reason Cure Period**”), and (z) you actually terminate employment within 30 days after the expiration of the Good Reason Cure Period.

DallasNews CORPORATION**DallasNews Corporation Names Grant S. Moise Chief Executive Officer and Mary Kathryn (Katy) Murray President, Succeeding Robert W. Dechard in these Roles**

DALLAS – DallasNews Corporation (Nasdaq: DALN) (the “Company”) announced today that its Board of Directors has appointed Grant S. Moise as Chief Executive Officer, succeeding Robert W. Dechard. Dechard becomes Executive Chairman and will continue in this role until May 2023, and thereafter will continue to serve as a director until his ultimate retirement from the Board in September 2023. Moise will continue in his role as President and Publisher of *The Dallas Morning News*. Mary Kathryn (Katy) Murray will become President of the Company and continue as Chief Financial Officer.

The Company’s Lead Director, John A. Beckert, said, “We are tremendously confident in the abilities that Grant and Katy bring to bear in their expanded roles. Robert has done an exceptional job preparing them to lead DallasNews Corporation in our quest to become a sustainably profitable digital media enterprise, and we thank him for returning to the role of Chief Executive Officer for the past four years.”

Dechard said, “Grant Moise and Katy Murray are highly capable leaders who fully embrace the purposes of DallasNews Corporation and are intensely focused on the transition we’ve undertaken to assure the journalistic quality of *The Dallas Morning News* while building the foundation for a profitable business. Their promotions mark the completion of a reshaping of DallasNews’ corporate structure to have a smaller leadership team and less overall executive compensation to reflect the size company we have become.”

Moise, 47, has worked in a wide range of roles at *The News* and the Company over the past 20 years. He became President and Publisher of *The News* in March 2018 and has led the newspaper’s move to a digital-first strategy. Moise serves on the boards of the News Media Alliance, the Dallas Citizens Council, the SMU Maguire Center for Ethics and Public Responsibility, and the TCU Neeley School of Business Board of Advisors. He graduated in 1997 from the University of Kansas with a degree in journalism and received his MBA from TCU’s Neeley School of Business in 2002.

Murray, 53, joined DallasNews Corporation in 2015 as chief financial officer and was named executive vice president in 2020. She previously served as CFO of SourceHOV, Pivot3, Taleo Corporation and i2 Technologies. She was an executive vice president of both Taleo and i2. Murray is treasurer and an Executive Committee member of Downtown Dallas, Inc., and from 2016 – 2018 chaired the board of the SPCA of Texas. She holds a B.S in accounting and a M.S. in accounting from Louisiana State University.

Decherd returned to the Company as CEO in May 2018, having retired from that role in 2013. He has served on the Board of Directors of the Company and its predecessors since 1976 and is DallasNews Corporation's largest individual shareholder with 52.7 percent of the Company's voting power.

About DallasNews Corporation

DallasNews Corporation is the Dallas-based holding company of *The Dallas Morning News* and Medium Giant. *The Dallas Morning News* is Texas' leading daily newspaper with a strong journalistic reputation, intense regional focus and close community ties. Medium Giant is a media and marketing agency of divergent thinkers who devise strategies that deepen connections, expand influence, and scale success for clients nationwide. For additional information, visit dallasnewscorporation.com or email invest@dallasnews.com.

Statements in this communication concerning DallasNews Corporation's business outlook or future economic performance, revenues, expenses, 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; cybersecurity incidents; technological obsolescence; and the current and future impacts of the COVID-19 pandemic. Among other risks, there can be no guarantee that the board of directors will approve a quarterly dividend in future quarters; 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.

DallasNews CORPORATION**DallasNews Corporation Announces Third Quarter 2022 Dividend**

DALLAS - DallasNews Corporation (Nasdaq: DALN) announced today that its Board of Directors declared a quarterly cash dividend of \$0.16 per share on May 12, 2022. The dividend will be payable on September 2, 2022 to shareholders of record at the close of business on August 12, 2022.

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