

DallasNews Corporation

Pension Plan II

Summary Plan Description

January 2022

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Introduction

Background

At the time of the February 8, 2008 separation of A. H. Belo Corporation (“A. H. Belo”) from Belo Corp. (“Belo”), the benefits of participants who were employed or formerly employed in A. H. Belo’s newspaper businesses or in Belo operating units related to A. H. Belo’s publishing operations remained in The G. B. Dealey Retirement Pension Plan (the “Belo Plan”). Effective January 1, 2011, these frozen benefits, along with plan assets allocable to these benefits, were transferred from the Belo Plan to newly created pension plans sponsored by A. H. Belo. Effective June 29, 2021, A. H. Belo changed its name to DallasNews Corporation (“DallasNews”), and the pension plan was renamed the DallasNews Corporation Pension Plan II (the “Pension Plan”). The Pension Plan generally provides benefits to former Belo Plan participants who were formerly employed in A. H. Belo’s newspaper businesses in Providence, Rhode Island, while the DallasNews Corporation Pension Plan I (formerly known as the A. H. Belo Pension Plan I (“Plan I”)) generally provides benefits to former Belo Plan participants who are or were formerly employed in DallasNews’s newspaper businesses (or in Belo operating units related to DallasNews’s publishing operations) in the Dallas, Texas area and other locations.

This summary describes benefits provided under the Pension Plan following the transfer of benefits to the Pension Plan from the frozen predecessor Belo Plan. If your Belo Plan benefit was transferred to Plan I, your benefit is described in a separate document. Please refer to the separate summary plan description for information about Plan I pension benefits. If your Belo Plan benefit was not transferred to either the Pension Plan or Plan I, your benefit is not described in this summary or in the summary for Plan I.

If you are a participant in the Pension Plan:

- DallasNews pays the entire cost of your Pension Plan benefit; you make no contributions to the Pension Plan.
- The Pension Plan provides a benefit to your surviving spouse if you die after becoming entitled to a benefit; it may also provide a benefit to you if you become disabled while working for a DallasNews company.
- Generally, you choose how your benefit is paid from the available optional forms of payment.

In addition to the Pension Plan and Plan I, DallasNews also offers participation in the DallasNews Corporation Savings Plan, which is designed to help you build a retirement account to supplement any Pension Plan benefits, Social Security and your own personal savings. See the summary plan description for the DallasNews Corporation Savings Plan for more details.

Plan Benefits - Frozen

Participation in the Belo Plan was closed to employees hired or rehired after June 30, 2000, or, with respect to employees covered by a collective bargaining agreement with the Providence Newspaper Guild (“Journal-Guild Employees”), hired or rehired after July 31, 2004.

As described in more detail below, benefits under the Belo Plan were frozen for many participants as of June 30, 2000 (or as of July 31, 2004, for Journal-Guild Employees). The Belo Plan was subsequently amended to freeze all benefits as of March 31, 2007. This means that no participant has earned benefits under the Belo Plan (or the Pension Plan) for periods after March 31, 2007. Effective January 1, 2011, the frozen benefits, along with plan assets allocable to these benefits, were transferred from the Belo Plan to the newly created Pension Plan. The Pension Plan continues to be closed to new participants and frozen as to benefits.

Legal Considerations

This summary describes how the Pension Plan can be part of your financial future. Although this summary is based on various legal documents, it is designed to be easy to read. However, if any Pension Plan provisions are unclear or misstated in this summary, the official Pension Plan documents will govern. This summary plan description summarizes provisions of the Pension Plan in effect on January 1, 2022.

DallasNews reserves the right to change or amend the Pension Plan (in whole or in part) at any time through action of its Board of Directors (the “Board”) or the Compensation Committee of the Board and to terminate the Pension Plan at any time through action of the Board. This means that the benefit levels and other aspects of the Pension Plan may be revised or terminated solely at DallasNews’s discretion. You will be notified if the Pension Plan is terminated or amended in any way that has a significant effect on your benefits.

Please note that past participation in the Pension Plan or the Belo Plan is not a guarantee of continued employment. Remember, too, that no employee of DallasNews or of any DallasNews company can advise you on how participation in the Pension Plan will affect your personal tax situation. Tax laws are complicated and change frequently, so consult a tax advisor if you have questions.

The Pension Plan is subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Under ERISA, you have certain legal rights that are described at the end of this summary.

If You Have Questions

If you have any questions after reading this summary, contact the Pension Plan administrator:

Mailing Address: DallasNews Benefits
 1954 Commerce Street
 Dallas, Texas 75201

Email Address: benefits@dallasnews.com

Telephone: (214) 977-5911 or
(877) 235-6242 (toll-free)

Fidelity Investments provides certain recordkeeping and administrative services for the Pension Plan. Many questions about the Pension Plan will be able to be answered by contacting the DallasNews Corporation Retirement Service Center toll-free at (866) 236-6124 or by accessing the website for the Pension Plan at NetBenefits.com.

You may also write to the DallasNews Corporation Retirement Service Center at the following address:

DallasNews Corporation Retirement Service Center
P.O. Box 770003
Cincinnati, Ohio 45277-0069

Participation In The Pension Plan

Eligibility

Frozen Plan

Participation in the Pension Plan is closed to new participants, and benefits under the Pension Plan are frozen. Participation in the predecessor Belo Plan was closed to new participants several years ago, as employees who were hired or rehired by Belo or a Belo company on or after July 1, 2000 (on or after August 1, 2004, for Journal-Guild Employees) were not eligible to participate in the Belo Plan.

Belo Plan benefits were frozen for participants who elected the STAR Plan (the “STAR Plan”) generally (i) as of June 30, 2000, for participants other than Journal-Guild Employees, and (ii) as of July 31, 2004, for Journal-Guild Employees. Belo Plan benefits were frozen for all participants, including those who elected Classic Choice (“Classic Choice”), as of March 31, 2007. In addition, for purposes of the Belo Plan, A. H. Belo employees terminated employment from Belo on February 8, 2008, when A. H. Belo separated from Belo.

The only current DallasNews employees who may have Pension Plan benefits are those employees who were already participants in the Belo Plan prior to July 1, 2000 (or Journal-Guild Employees who were already participants in the Belo Plan prior to August 1, 2004). No other employee may become a participant in the Pension Plan. Furthermore, no participants are earning any additional Pension Plan benefits, as all benefits were frozen under the predecessor Belo Plan as of March 31, 2007 and remain frozen under the Pension Plan.

Excluded Individuals

Before participation in the Belo Plan was frozen, certain eligibility criteria applied. You were not eligible to participate in the Belo Plan if you:

- were covered under a collective bargaining agreement that did not provide for your participation;
- were a nonresident alien with no U.S. source income;
- were on an approved unpaid leave of absence or in U.S. military service and did not satisfy the Belo Plan’s eligibility requirements;
- were classified by Belo as an independent contractor;
- were a leased employee, or working for an entity that provided personnel to Belo or its subsidiaries;
- were employed by a Belo company that did not participate in the Belo Plan; or
- otherwise did not meet the Belo Plan’s eligibility criteria in effect during your period of employment with Belo.

Termination of Employment

If you terminate employment and you are later rehired by DallasNews or a DallasNews company, you will not again become an active participant in the Pension Plan.

Contributions to the Pension Plan

DallasNews pays the full cost of your Pension Plan benefit by making contributions to the Pension Plan’s trust. The money held in this trust is invested and used to pay Pension Plan benefits to participants who retire (or to their eligible beneficiaries) and to pay Pension Plan expenses. Each year, an independent actuary (a statistician who computes insurance risks and costs) determines, in accordance with applicable law, how much DallasNews must contribute to the Pension Plan. You are not allowed to contribute to the Pension Plan.

Your Beneficiary

If you have a vested benefit under the Pension Plan (see the discussion of vesting below) and you die before any benefits are paid to you, a benefit will be payable to your spouse if you are married on the date of your death. For purposes of federal law, which applies to the Pension Plan “married” means that you are legally married. You may not name a beneficiary other than your spouse to receive this death benefit.

When you apply for benefits to begin, you may choose a form of retirement benefit that provides a death benefit to your beneficiary. See “[How Your Benefit is Paid](#)” for a description of the payment options that are available to you. However, if you are married, you may not choose a form of benefit that provides a death benefit to someone other than (or in addition to) your spouse, unless your spouse agrees by signing the appropriate Pension Plan form in the presence of a notary public.

Once you have started to receive your Pension Plan benefit, generally you may not change your named beneficiary. For example, if you are married when your benefits begin and your spouse is your beneficiary under a contingent annuitant or joint and survivor form of payment, you may not later change your beneficiary if you should divorce or if your spouse should predecease you.

Service

Credited Service

Your credited service with DallasNews (and prior to June 29, 2021 with A. H. Belo and prior to February 8, 2008, with Belo) determines when you will have ownership of your benefit and the amount of your benefit. Generally, your credited service began on the date you earned an hour of service with Belo and continued until the date your employment with Belo ended or until March 31, 2007, whichever was earlier. Except as provided below, credited service generally also includes any period of absence that is less than 12 months.

The following periods are generally not included in calculating your credited service for purposes of calculating the amount of your benefit:

- any period of time after March 31, 2007;
- any period of time after you elected to stop participating in the Belo Plan (June 30, 2000, if you elected the STAR Plan and were not a Journal-Guild Employee, or July 31, 2004, if you elected the STAR Plan and you were a Journal-Guild Employee) or otherwise stopped participating in the Belo Plan;
- any period of time while you were absent from service on or after July 1, 2000 (on or after August 1, 2004, for Journal-Guild Employees), if your absence began on or before such date and you no longer participated in the Belo Plan when you returned;
- service with a Belo company that was not a participating employer in the Belo Plan during your period of employment, unless you were actively participating in the Belo Plan on July 1, 2000 (August 1, 2004, for Journal-Guild Employees) and you subsequently transferred employment directly to a non-participating Belo company;

- any period before January 1, 1982, during which you elected not to participate in the Belo Plan; and
- any period of time that you were absent from service for more than 12 months.

If you have nonconsecutive periods of credited service, they will usually be added together to equal your credited service. A “year of credited service” is each period of 365 days during your credited service. You will receive partial credit for fractional years of service.

If you were a Journal-Guild Employee and you participated in the Belo Plan as of July 31, 2004, different service counting rules apply for purposes of determining your frozen or minimum benefit under the benefit formula that previously applied to Journal-Guild Employees. Special service rules may also apply for service earned before January 1, 1978, or if you were an employee of a company acquired by Belo. Contact the Pension Plan administrator for additional information or if you have any questions.

Additional Service Credit (Part of Frozen Benefit)

The following participants were credited with an additional five years of credited service for purposes of calculating the amount of their accrued benefits under the Belo Plan:

- each participant who was: (i) accruing a retirement benefit under the Belo Plan on March 31, 2007, and (ii) a Belo employee on that date;
- each participant who: (i) terminated employment on or before March 31, 2007, as a result of Belo’s information technology (IT) outsourcing, and (ii) was accruing a retirement benefit under the Belo Plan immediately prior to such termination of employment;
- each participant who: (i) terminated employment on or after September 29, 2006, and before March 31, 2007, by reason of death, retirement at or after age 55, or because of an involuntary reduction in force, position elimination or other job restructuring, and (ii) was accruing a retirement benefit under the Belo Plan immediately prior to such termination of employment;
- each participant who: (i) terminated employment on or before September 14, 2006, in connection with The Dallas Morning News voluntary severance program for newsroom employees, (ii) was accruing a retirement benefit under the Belo Plan immediately prior to such termination of employment and (iii) agreed to accept such additional credited service in lieu of enhanced severance;
- each participant who: (i) was accruing a disability benefit under the Belo Plan on March 31, 2007, other than a participant who participated in the voluntary severance program described above while accruing a disability benefit, and (ii) retained the enhanced severance offered under such program; and

- each participant who: (i) was on approved military leave on March 31, 2007, (ii) was accruing a retirement benefit under the Belo Plan immediately prior to his or her leave, and (iii) returned to employment with A. H. Belo or an A. H. Belo employer (prior to January 1, 2011, Belo, or a Belo company) within the period in which his or her reemployment rights are guaranteed by law.

Vesting

Vesting is your right to receive your benefit from the Pension Plan, even if your employment terminates before you reach retirement age. If you were an active employee on July 1, 2000, and you were not a Journal-Guild Employee, or if you were an active Journal-Guild Employee on August 1, 2004, you are 100% vested in your Pension Plan benefit, without regard to your length of service. If you terminated employment before July 1, 2000 (before August 1, 2004, for Journal-Guild Employees), your vested status is determined under the terms of the Belo Plan in effect as of the date of your termination of employment. Prior to the dates described above, the Belo Plan generally required the completion of five years of credited service for full vesting.

Right to Begin Payments - Reemployment

If you terminated employment from Belo in connection with the February 8, 2008 separation of A. H. Belo from Belo and you are employed by DallasNews or a DallasNews company, your right to begin receiving your frozen Pension Plan benefit (which was transferred from the Belo Plan) will not be affected by your continued employment with DallasNews. You are not required to terminate employment with DallasNews to receive this benefit. Generally, you may elect to begin receiving your Pension Plan benefit once you reach age 55 (age 55 and 10 years of credited service for Journal-Guild Employees) (see the section titled “When You Retire”).

If you retire and begin receiving your Pension Plan benefit and you are then reemployed by DallasNews or another DallasNews company, your Pension Plan benefit will continue to be paid during your period of employment. You will not become an active participant or accrue additional benefits.

Military Service

If you were a participant in the Belo Plan and you left Belo to serve a period of qualified military service prior to March 31, 2007, and you have returned to a DallasNews employer (prior to June 29, 2021, A. H. Belo, or an A. H. Belo company, or prior to January 1, 2011, Belo, or a Belo company), then you may be entitled to an additional service credit as described above under “Additional Service Credit.” Qualified military service is service in the uniformed services of the United States for which you are entitled to reemployment rights under the Uniform Services Employment and Reemployment Rights Act.

For more information, you should contact the Pension Plan administrator.

How Your Benefit Is Calculated

Frozen Benefits

All benefits under the Pension Plan are frozen. The Pension Plan benefits of employees who elected the STAR Plan option under the predecessor Belo Plan were frozen under the Belo Plan as of June 30, 2000 (as of July 31, 2004, for Journal-Guild Employees who elected the STAR Plan). All benefits under the Belo Plan for participants who elected the Classic Choice option were frozen as of March 31, 2007. As a result, no further benefits were earned under the Belo Plan by any participant after March 31, 2007. Furthermore, A. H. Belo employees terminated employment for purposes of the Belo Plan upon the February 8, 2008 separation of A. H. Belo from Belo. The benefits that were transferred to the Pension Plan effective January 1, 2011, are the frozen benefits that were earned under the Belo Plan.

Under the “traditional” Belo Plan benefit formula, your benefit is based on three factors: your years of credited service, your Covered Compensation (as such term is described later in this summary), and your Final Monthly Compensation (as such term is described later in this summary). Because no participants are earning benefits under the predecessor Belo Plan or the Pension Plan, each participant’s benefit was frozen based on these factors as of the date that the participant stopped earning benefits under the Belo Plan. Changes in these factors that occur after the date you stopped earning benefits did not change your accrued benefit under the Belo Plan.

Prior to August 1, 2004, Journal-Guild Employees who participated in the Belo Plan earned benefits under a different benefit formula. If you were a Journal-Guild Employee and you participated in the Belo Plan prior to August 1, 2004, and you elected Classic Choice, your benefit under the “traditional” Belo Plan formula will not be less than the benefit you had earned as of July 31, 2004, under the prior benefit formula that applied only to Journal-Guild Employees. If you were a Journal-Guild Employee and you elected the STAR Plan, your frozen Belo Plan benefit was determined under the prior Journal-Guild Employee benefit formula, calculated as if you terminated employment on July 31, 2004.

Frozen benefits for an active Belo Plan participant as of March 31, 2007 (or an earlier date as of which the participant’s benefit was frozen) were calculated as if the participant terminated employment on March 31, 2007 (or such earlier date).

Traditional Belo Plan Formula Definitions

Compensation

For purposes of determining a benefit under the predecessor Belo Plan (which was subsequently transferred to the Pension Plan, and remains frozen), compensation means base pay, overtime, shift differential, premium pay, bonuses, and commissions paid by a participating employer, excluding any reimbursement or expense allowances, fringe benefits, moving expenses and

awards (other than annual incentive compensation awards) paid under the Belo 2004 Executive Compensation Plan or any other long-term incentive compensation plan, such as equity-based awards, whether paid in cash or stock. Compensation includes pretax contributions to the Belo Savings Plan (or the Journal-Guild 401(k) Plan) and all other pretax benefit deductions taken from your paycheck.

Beginning in 1989, the Internal Revenue Code placed limits on the amount of compensation that may be used in pension plan benefit calculations. This compensation limit was \$220,000 for 2006, the last full calendar year before benefits were frozen under the Belo Plan. However, these limits have varied over time (for instance, the limit in 1993 was \$235,840, but was reduced to \$150,000 in 1994). The Belo Plan provided that these limits will not cause your accrued benefit to be less than your accrued benefit as of December 31, 1993, plus any benefit accrued for service after 1993. If you have additional questions about the Internal Revenue Code limits, please contact the Pension Plan administrator.

Covered Compensation

Covered Compensation is the average of the “Social Security taxable wage bases” for the 35 years ending in the year that you attain (or will attain) your full Social Security normal retirement age. The Social Security taxable wage base is the maximum amount of compensation subject to Social Security Old-Age, Survivors and Disability Insurance (OASDI) taxes for the year. This amount is updated annually by the Social Security Administration, and new Covered Compensation tables are published annually by the Internal Revenue Service. However, because Belo Plan and Pension Plan benefits are frozen, annual changes in the Social Security taxable wage base or Covered Compensation no longer affect Pension Plan benefit amounts.

Final Monthly Compensation

Under the “traditional” Belo Plan formula, Final Monthly Compensation was based on how many years you worked for a participating employer.

- If you worked five calendar years or more, the Belo Plan used your highest average monthly pay over five consecutive calendar years during the 10-year period ending on or immediately before the date your Belo Plan benefit was frozen (or during the 10-year period before you terminated employment, if earlier).
- If you worked fewer than five calendar years, the Belo Plan used your average monthly compensation for all calendar years since you began working for a participating employer prior to the date your Belo Plan benefit was frozen.

In determining your Final Monthly Compensation, the predecessor Belo Plan:

- did not include compensation in the calendar year that you terminated employment or stopped accruing benefits (unless you terminated employment on the last day of the year or it is your only year of employment);
- disregarded any calendar year you did not receive compensation from a participating employer; and
- annualized compensation in any other calendar year you worked less than 12 months.

For purposes of determining Final Monthly Compensation, a participant who was employed by a Belo company on March 31, 2007 (or an earlier date on which the participant's Belo Plan benefit was frozen) and who was still accruing Belo Plan benefits was considered to have terminated employment on March 31, 2007 (or such earlier date).

Traditional Belo Plan Pension Formula

Benefits in the Pension Plan are equal to the benefits transferred from the frozen, predecessor Belo Plan. The Pension Plan and the predecessor Belo Plan are defined benefit plans. This means that monthly pension benefits are calculated according to a benefit formula described in the plan.

The Belo Plan's "traditional" benefit formula applied to most participants but did not apply to Journal-Guild Employees prior to August 1, 2004, or to Journal-Guild Employees who elected the STAR Plan.

Under the frozen Belo Plan, the traditional formula generally worked as follows:

If a participant worked until the Belo Plan's normal retirement age of 65, their basic pension benefit was calculated as:

1.1% times Final Monthly Compensation times years of credited service

plus

0.35% times Final Monthly Compensation in excess of Covered Compensation times years of credited service (up to 35 years)

If the benefit is being calculated as of a date prior to the participant's normal retirement date, the participant's accrued benefit is calculated as described below under "Traditional Formula Accrued Benefits."

The amount is then adjusted according to the circumstances under which the benefit is to be paid (*i.e.*, early, normal, or late retirement; disability retirement; deferred vested termination; or death). The benefit amount is also adjusted based on the payment option selected, or if a benefit is being paid to a beneficiary or alternate payee.

All benefits under the predecessor Belo Plan and the Pension Plan are frozen. As a result, a participant's Final Monthly Compensation, Covered Compensation and years of credited service were all frozen as of the date the participant stopped accruing benefits under the Belo Plan. Frozen accrued benefits under the Belo Plan were determined as described under "Traditional Formula Accrued Benefits" below.

Traditional Formula Accrued Benefits

Because benefits under the predecessor Belo Plan and the Pension Plan are frozen, an active participant's accrued benefit was calculated as of the date the participant stopped earning benefits under the Belo Plan, as if he or she had terminated employment on that date, as follows:

First, your benefit is determined under the "Traditional Belo Plan Pension Formula" using your Final Monthly Compensation and Covered Compensation (as of the date you stopped earning benefits or your date of termination, if earlier) and the years of credited service *you would have had if you had remained employed and actively participated in the Belo Plan until age 65.*

That amount is then multiplied by the ratio of your actual years of credited service at the date you stopped earning benefits (or your termination date, if earlier) to the years of credited service you would have had at age 65, resulting in your accrued benefit. See examples of these calculations below.

If you elect to receive your benefit before age 65, the amount of the benefit will be reduced, as explained in the "Early Retirement" section.

As noted above, for purposes of calculating frozen Belo Plan accrued benefits, a participant who was still earning Belo Plan benefits on March 31, 2007, is considered to have terminated employment on March 31, 2007, when the Belo Plan was frozen. Those participants who were actively accruing Belo Plan benefits on March 31, 2007, also received credit for an additional five years of service, as described above under "Additional Service Credit."

Journal-Guild Employees

Prior to August 1, 2004, a different benefit formula applied to Journal-Guild Employees. If you were a Journal-Guild Employee and an active participant in the Belo Plan on July 31, 2004, and you elected the Classic Choice option, your frozen Belo Plan benefit was the greater of (i) your accrued benefit as calculated under the traditional Belo Plan formula as of the earlier of March 31, 2007, and the date you terminated employment, or (ii) your accrued benefit calculated as of July 31, 2004, under the formula that was in effect for Journal-Guild Employees only, calculated as if you had terminated employment on July 31, 2004. If you were a Journal-Guild Employee on July 31, 2004, but you were not yet a participant in the Belo Plan, and you elected the Classic Choice option, your benefit was calculated under the "traditional" Belo Plan formula only.

If you were a Journal-Guild Employee and you elected the STAR Plan option, your frozen Belo Plan benefit as of July 31, 2004, and therefore your Pension Plan benefit, is calculated using the accrued benefit formula and other provisions applicable to Journal-Guild Employees, not the "traditional" Belo Plan formula described above. After July 31, 2004, no employees earned benefits under the prior Journal-Guild Employee benefit formula.

Journal-Guild Formula Definitions

Three factors were taken into account when calculating benefits under the Journal-Guild formula. While these factors are similar to the factors used under the traditional Belo Plan formula, there are some differences.

Average Annual Compensation

Average Annual Compensation for purposes of the Journal-Guild formula is the average of your highest five consecutive calendar years of earnings out of the last 10 full calendar years, or your last 60 months, if higher. If you had less than five years of service with The Providence Journal Company, your Average Annual Compensation is the annual average of your earnings over your entire period of service. For this purpose, the term earnings mean your base pay, before 401(k) contributions and other before-tax benefit contributions are made. However, the term earnings do not include overtime, bonuses, incentive pay, or any other compensation you may have received.

Credited Service

Years of Credited Service determine the amount of your benefit. This includes total years of credited service earned under the terms of The Providence Journal Company Retirement Plan as in effect on December 31, 1997 (the date The Providence Journal Company Retirement Plan was merged into the Belo Plan), plus years of Credited Service earned after January 1, 1998.

A “year of Credited Service” for a regularly scheduled employee is each period of 365 days during your period of Credited Service. You receive partial credit for fractional years of service. If you have nonconsecutive periods of Credited Service, they will usually be added together to determine total years of Credited Service.

For employment as an irregular extra prior to becoming a regularly scheduled employee, a year of Credited Service is each calendar year in which you worked at least 1,000 hours of service.

Any period of time that you were not a member of the Journal-Guild and any periods of time that you were absent from service were generally not included in calculating your Credited Service for purposes of determining the amount of your benefit. Credited Service for purposes of the Journal-Guild formula continued until July 31, 2004, or until the date your employment ended, if earlier.

Covered Compensation

This factor is similar to the Covered Compensation used in the “traditional” Belo formula. Covered Compensation is the average of the Social Security taxable wage bases for the 35 years ending in the year you attain or will attain your Social Security normal retirement date. As noted above, the Social Security taxable wage base is the maximum amount of earnings subject to Social Security OASDI taxes for the year and is updated annually by the Social Security Administration. Covered Compensation is fixed at the date your benefit under the Journal-Guild formula was frozen, or as of your termination of employment, if earlier.

Note: If your average pay for the last three full calendar years before the calculation date is less than the Social Security Covered Compensation amount, such lesser average pay amount will be treated as your Covered Compensation for purposes of the Journal-Guild benefit formula.

Journal-Guild Formula Accrued Benefits

Under the Belo Plan's formula for Journal-Guild Employees, if you were to retire at or after your normal retirement date with 25 years or more of Credited Service, your normal retirement benefit would be 50% of your Average Annual Compensation, reduced by a percentage of your Covered Compensation. The percentage depends on the year that you attain or will attain your Social Security normal retirement age, which varies depending on your year of birth. The applicable percentage is determined as follows:

<u>Year Born</u>	<u>Applicable Percentage</u>
Before 1938	18.75%
After 1937 but before 1955	17.00%
After 1954	15.625%

The Journal-Guild formula also provided for a minimum normal retirement benefit of \$200 per month.

If you had fewer than 25 years of Credited Service at normal retirement, your benefit (including the minimum benefit described above) would be reduced proportionately.

If a Journal-Guild Employee worked until the normal retirement age, his or her benefit was determined as follows:

Step 1 Multiply 50% times Average Annual Compensation

Step 2 Multiply the applicable percentage described above times Covered Compensation

(If final average pay for the last three full calendar years is less than Covered Compensation, the lesser amount is used for this calculation instead of Covered Compensation)

Step 3 Subtract the result of the **Step 2** calculation from the result of the **Step 1** calculation

Step 4 Divide years of Credited Service by 25 if less than 25 years of Credited Service

Step 5 Multiply the result of the **Step 3** calculation by the result of the **Step 4** calculation

The result is the annual benefit which, when divided by 12, results in the monthly benefit

To calculate benefits under the Journal-Guild formula as of a date prior to normal retirement age but after attaining early retirement age while an active participant, the benefit is determined using the normal retirement benefit formula described above, but based on Average Annual Compensation, Covered Compensation and Credited Service as of the calculation date.

To calculate benefits under the Journal-Guild formula as of a date prior to attainment of early retirement age, the benefit is determined under the normal retirement benefit formula, based on Average Annual Compensation and Covered Compensation on the calculation date and the years of Credited Service the participant *would have had if he or she continued working and earning Credited Service until his or her normal retirement date*. The result is then multiplied by a fraction equal to the participant's actual years of Credited Service at the date of calculation divided by the participant's projected years of Credited Service at normal retirement date.

Examples

Example 1 – “Traditional” Belo Plan Formula

The following example illustrates the calculation of benefits under the “traditional” Belo Plan formula for a participant who was actively accruing Belo Plan benefits when the plan was frozen as of March 31, 2007, and the following assumptions:

Date of Birth:	March 31, 1957
Final Monthly Compensation (as of March 31, 2007):	\$8,500
Monthly Social Security Covered Compensation:	\$7,057
Years of credited service as of March 31, 2007 (before additional credit):	20 years
Years of credited service as of March 31, 2007 (with additional credit):	25 years
Projected years of credited service at age 65:	35 years

Under the traditional Belo Plan benefit formula, this participant’s frozen accrued benefit determined as of March 31, 2007, is calculated as follows:

$$1.1\% \times \$8,500 \times 35 \text{ projected years of credited service}$$

plus

$$0.35\% \times (\$8,500 - \$7,057) \times 35$$

$$= \$3,449.27,$$

which is then multiplied by the ratio of the participant’s actual years of credited service to projected years of credited service:

$$= \$3,449.27 \times (25/35)$$

$$= \$2,463.76$$

This result is the monthly accrued benefit payable beginning at the participant’s normal retirement age of 65 (April 1, 2022). If the participant commences benefits before normal retirement age, the monthly benefit amount will be reduced, as described below under “Early Retirement” and “Deferred Vested Retirement.”

Example 2 – “Traditional” Belo Plan Formula

The following example illustrates the calculation of benefits under the “traditional” Belo Plan formula for a participant who terminated employment in 2002 with fewer years of service, and the following assumptions:

Date of Birth:	June 30, 1960
Final Monthly Compensation at date of termination:	\$5,000
Monthly Social Security Covered Compensation:	\$6,147
Years of credited service at date of termination:	10 years
Projected years of credited service at age 65:	25 years

Under the traditional Belo Plan benefit formula, this participant’s accrued benefit is calculated as follows:

$$1.1\% \times \$5,000 \times 25 \text{ projected years of credited service}$$

plus

$$0.35\% \times \$0^* \times 25$$

$$= \$1,375.00,$$

which is then multiplied by the ratio of the participant’s actual years of credited service to projected years of credited service:

$$\$1,375.00 \times (10/25)$$

$$= \$550.00$$

This is the participant’s monthly accrued benefit payable beginning at the participant’s normal retirement age of 65 (July 1, 2025). If the participant commences benefits before normal retirement age, the monthly benefit amount will be reduced, as described below under “Early Retirement” and “Deferred Vested Retirement.”

* This portion of the Belo Plan’s traditional benefit formula does not apply in this example because the participant’s Monthly Social Security Covered Compensation exceeds the participant’s Final Monthly Compensation.

Example 3 – Journal-Guild Formula

The following example illustrates the calculation of benefits under the Belo Plan’s formula for a Journal-Guild Employee who retired at his or her normal retirement age in 2002 before Belo Plan benefits were frozen, and the following assumptions:

Retirement age:	65
Average Annual Compensation:	\$45,000
Social Security Covered Compensation:	\$39,444
Years of Credited Service:	20

$$\$45,000 \times 50\%$$

minus

$$\$39,444 \times 18.75\%$$

$$= \$15,104.25,$$

which is then multiplied by the ratio of the participant’s actual years of credited service to 25:

$$\$15,104.25 \times (20/25)$$

$$= \$12,083.40,$$

$$\text{divided by } 12 = \$1,006.95$$

This is the participant’s monthly accrued benefit payable beginning at the participant’s normal retirement age of 65.

Example 4 – Journal-Guild Formula

The following example illustrates the calculation of frozen benefits under the Belo Plan for a Journal-Guild Employee as of July 31, 2004, and the following assumptions:

Age as of July 31, 2004:	53
Average Annual Compensation:	\$35,000
Three-year Final Average Pay:	\$36,000
Social Security Covered Compensation:	\$70,272
Years of Credited Service:	10
Projected Years of Credited Service at age 65:	22

$$\$35,000 \times 50\%$$

minus

$$\$36,000 \times 17.00\%$$

$$= \$11,380.00,$$

which is then multiplied by the ratio of the participant's projected years of credited service to 25 (not to exceed 1.00):

$$\$11,380.00 \times (22/25)$$

$$= \$10,014.40,$$

which is then multiplied by the ratio of the participant's actual years of credited service to projected years of credited service:

$$\$10,014.40 \times (10/22)$$

$$= \$4,552.00,$$

$$\text{divided by 12} = \$379.33$$

This is the participant's monthly accrued benefit payable beginning at the participant's normal retirement age of 65. This benefit is reduced if payment begins before normal retirement age, as described below under "Deferred Vested Retirement."

Minimum Benefits

- If you were an active participant in the Belo Plan on or before December 31, 1988, your monthly benefit will be the greater of (i) your benefit as calculated under the current formula, or (ii) your benefit as calculated on April 30, 1991, under the formula that was in effect on

December 31, 1988. (Certain highly compensated employees may have this minimum benefit calculated as of an earlier date.)

- If you were an active participant in The Providence Journal Company Retirement Plan on December 31, 1997, but you were not a Journal-Guild Employee, your benefit will be the greater of (i) the benefit determined under the “traditional” Belo Plan formula for all credited service through the date you stopped earning benefits, or (ii) the sum of your benefit earned under The Providence Journal Company Retirement Plan as of December 31, 1997, plus your benefit determined under the “traditional” Belo Plan formula for credited service after December 31, 1997.
- If you were an employee of certain Corinthian subsidiaries of The Dun & Bradstreet Corporation, your Belo Plan benefit will be increased by any prior benefit maintained or frozen under the Master Retirement Plan of The Dun & Bradstreet Corporation as in effect immediately prior to January 30, 1984.

When You Retire

Normal Retirement

Under the Pension Plan, you may begin receiving your accrued benefit as of the first day of the month following your normal retirement age. Your normal retirement age is generally age 65 and your normal retirement date is the first day of the month on or after the date you reach age 65. Journal-Guild Employees who became Belo Plan participants after age 60 reach normal retirement age on the fifth anniversary of the date they joined the Belo Plan. The Pension Plan also provides for early retirement, late retirement, or deferred vested retirement benefits.

Early Retirement

Traditional Belo Plan Formula

Your early retirement date under the “traditional” Belo Plan formula may be the first day of any month after you reach age 55, but not later than your normal retirement date. Your Pension Plan benefit is calculated as described above under “[Traditional Formula Accrued Benefits](#)” as of the date you terminated employment (or the date you stopped earning benefits under the Belo Plan, if earlier). The result is the amount payable at your normal retirement date.

Your benefit is then reduced if you elect to begin payments before you reach age 65. This reduction accounts for the longer period of time over which payments are made if you retire early. Payments are reduced according to the number of months between your age at the time payments begin and your Social Security normal retirement age. (Please refer to the section entitled “[Social Security](#)” for more information.)

If your Social Security normal retirement age is 65, your benefit under the “traditional” Belo Plan formula will be reduced for early payment as follows:

- 1/360 for each month of payment between ages 55 and 60, and
- 1/180 for each month of payment between ages 60 and 65.

If your Social Security normal retirement age is greater than age 65:

- the period to which the 1/360 reduction applies will be increased for each month your Social Security normal retirement age exceeds age 65, and
- the period to which the 1/180 reduction applies will be decreased for each month your Social Security normal retirement age exceeds age 65.

The following table shows the percentage of the accrued benefit under the “traditional” Belo Plan formula that you will receive if you begin receiving payments at the exact ages listed below, based on your Social Security normal retirement age.

Age Pension Begins	If your Social Security Normal Retirement Age is 65	If your Social Security Normal Retirement Age is 66	If your Social Security Normal Retirement Age is 67
55	50.0%	53.3%	56.7%
56	53.3%	56.7%	60.0%
57	56.7%	60.0%	63.3%
58	60.0%	63.3%	66.7%
59	63.3%	66.7%	70.0%
60	66.7%	70.0%	73.3%
61	73.3%	73.3%	76.7%
62	80.0%	80.0%	80.0%
63	86.7%	86.7%	86.7%
64	93.3%	93.3%	93.3%
65	100.0%	100.0%	100.0%

If you do not elect to receive an early retirement benefit, your benefit will begin as of your normal retirement date.

Examples of Early Retirement Reductions under “Traditional” Belo Plan Formula

Assume that you retire at age 59 and your accrued benefit under the “traditional” Belo Plan formula as of the date your benefits were frozen, payable at your normal retirement date, is \$2,000, and your Social Security normal retirement age is 66:

	Example 1 Start receiving benefits at age 59	Example 2 Start receiving benefits at age 63	Example 3 Start receiving benefits at age 65
Accrued Benefit	\$2,000	\$2,000	\$2,000
x	x	x	x
Early Retirement Factor	66.7%	86.7%	100.00%
=	=	=	=
Early Retirement Benefit	\$1,334.00	\$1,734.00	\$2,000.00

Journal-Guild Benefits

If you were a Journal-Guild Employee and you actively participated in the Belo Plan as of July 31, 2004, and you elected Classic Choice, your early retirement benefit under the “traditional” Belo Plan formula and the reduction factors described above will not be less than the early retirement benefit you had earned as of July 31, 2004, using the Journal-Guild benefit formula and the early retirement reduction factors that apply to Journal-Guild Employees described below.

The following table shows the percentage of your benefit under the prior Journal-Guild Employee benefit formula that you will receive if you begin receiving payments at the exact ages listed below.

Age Pension Begins	Early Retirement Factor
55	33.33%
56	40.00%
57	46.67%
58	53.33%
59	60.00%
60	66.67%
61	73.33%
62	80.00%
63	86.67%
64	93.33%
65	100.00%

If you elected the STAR Plan, your early retirement benefit will be based on the benefit you had earned as of July 31, 2004, under the prior Journal-Guild benefit formula and the Journal-Guild early retirement reduction factors described above. You must have earned at least 10 years of credited service in order to receive your frozen benefit before age 65.

Late Retirement

Late retirement benefits are determined by including any additional credited service and compensation earned after age 65, but not for periods beyond the date that you stopped earning benefits. Late retirement payments begin as of the first day of the month following your termination of employment. For this purpose, A. H. Belo employees terminated employment under the predecessor Belo Plan on February 8, 2008, the date of the separation of A. H. Belo from Belo. Because active DallasNews employees terminated employment for Belo Plan purposes on this date, a participant must begin receiving Pension Plan benefits no later than his/her "Required Beginning Date." In general, if a participant turned age 70½ on or before December 31, 2019, his or her Required Beginning Date is the April 1 following his or her attainment of age 70½. If a participant did not turn age 70½ on or before December 31, 2019, his or her Required Beginning Date is the April 1 following his or her attainment of age 72. (Prior to February 8, 2008, if you were still employed with a Belo company when you reached age 70½, you could elect to begin receiving your Pension Plan benefit as of the first day of the month following the date you reached age 70½. If you postponed receiving benefits until you terminated employment, your benefit was actuarially adjusted for the period of time you continued to work after age 70½.)

Deferred Vested Retirement

You are eligible for a deferred vested benefit if you terminated employment prior to your early retirement date with a vested interest in your accrued benefit. "Deferred" means that you do not receive a monthly payment immediately upon your termination of employment. For this purpose, A. H. Belo employees terminated employment under the predecessor Belo Plan upon the February 8, 2008 separation of A. H. Belo from Belo. Accordingly, you are not required to terminate employment with DallasNews in order to receive your benefit. You may elect to begin receiving your benefit at any time once you have reached age 55 (age 55 and completion of 10 years of credited service for Journal-Guild benefits). However, if you begin receiving payment before age 65, your monthly benefit will be reduced, as described below.

If you elected the Classic Choice option under the predecessor Belo Plan, your deferred vested benefit amount is calculated as described above under "Traditional Formula Accrued Benefits" as of the earlier of March 31, 2007, and the date of your termination of employment. If you were a Journal-Guild Employee and an active Belo Plan participant as of August 1, 2004, and you elected Classic Choice, your benefit will not be less than your frozen accrued benefit as of July 31, 2004, under the prior Journal-Guild benefit formula.

If you elected the STAR Plan, your deferred vested benefit is calculated as of the earlier of your date of termination or June 30, 2000 (July 31, 2004, for Journal-Guild Employees whose frozen benefits were determined using the prior Journal-Guild benefit formula).

Deferred vested benefits generally begin on your normal retirement date, but you may request that

your benefit under the “traditional” Belo Plan formula begin as early as the month after you reach age 55. Benefits under the prior benefit formula for Journal-Guild Employees may also begin as early as age 55, but only if you had earned at least 10 years of credited service. If you elect to begin receiving your deferred vested benefit before your normal retirement date, the benefit will be reduced to account for the longer period of time over which payments will be made. The reduction is calculated in the same manner as the reduction described above for “Early Retirement” benefits.

If you do not elect to receive your deferred vested benefit early, your benefit will automatically commence as of your normal retirement date, so it is important that you keep your address and other information up to date with the Pension Plan administrator. If you cannot be located until after your normal retirement date, you will receive payments retroactive to your normal retirement date, without interest. Be sure to keep DallasNews Benefits informed of any address changes so that you can receive information and benefit payments without delay.

For information on payment options, refer to the section, “Payments From the Pension Plan.”

If You Are Disabled

The Pension Plan may pay you a benefit if you become disabled before age 65 while actively employed by a participating employer. Pension Plan disability benefits depend on whether you qualify for disability payments under your employer’s Long-Term Disability (LTD) plan or Social Security.

If Covered by LTD Plan

If you are covered by DallasNews’s LTD Plan, you are not eligible for disability benefits under the Pension Plan. Prior to April 1, 2007, if you were actively earning benefits under the Belo Plan at the time of your disability and you qualified for benefits from Belo’s LTD Plan, you were eligible to accrue credited service during your period of disability. However, no participant is eligible to accrue service for any period after March 31, 2007. If you were covered by Belo’s LTD plan but you did not qualify for disability benefits under Belo’s LTD plan, you were not eligible to accrue service during a period of disability.

If Not Covered by LTD Plan

If you are not covered by DallasNews’s LTD plan but you become eligible for disability benefits under the Social Security Act while actively employed by a participating employer before age 65, you are eligible for immediate commencement of your accrued Pension Plan benefit. Payment begins on the first of the month following your disability. The amount is not reduced for early payment (unlike early retirement and deferred vested retirement benefits). You must continue to qualify for Social Security disability benefits to remain eligible to receive this disability benefit from the Pension Plan.

Journal-Guild Disabilities Before August 1, 2004

If you were a Journal-Guild Employee who became disabled before August 1, 2004, and you were earning disability benefits under the provisions of the Belo Plan that applied to Journal-Guild Employees on July 31, 2004, then your benefits will be determined under the prior provisions applicable to Journal-Guild Employees. Contact the Pension Plan administrator for more information. If you returned to employment with a participating employer, you did not resume active participation in the Belo Plan or the Pension Plan.

Payments From The Pension Plan

When Your Benefit Is Paid

To elect to commence Pension Plan benefits, you must notify the Pension Plan administrator at least 90 days before the date you wish to commence benefits. The administrator may require written proof of your age and your spouse's age (for example, a birth certificate that validates age). The administrator will explain to you any other required documentation after receiving your notification.

If you are not beyond your normal retirement date, payments generally begin on your normal retirement date, unless you elect early commencement.

How Your Benefit Is Paid

The amount of your Pension Plan payment depends on the payment option you choose.

Payment of Benefits of \$5,000 or Less

If the value of your Pension Plan benefit is \$1,000 or less (\$5,000 or less, in the event of your death before receipt of payments), you (or your surviving spouse) will automatically receive a lump sum cash payment. Similarly, if the value of the benefit payable to you as an alternate payee under a Qualified Domestic Relations Order is \$5,000 or less, it will be paid in a lump sum.

If the value of your Pension Plan benefit exceeds \$1,000 but does not exceed \$5,000, you will receive a lump sum payment that you may elect to have paid either as a direct rollover to an eligible retirement plan or a direct payment to you. (Refer to the "[Tax Considerations](#)" section for more information regarding rollovers.) If you fail to make an election, your lump sum payment will be made as a direct rollover to an Individual Retirement Account (an "IRA") designated for this purpose by the Pension Plan administrator.

If you receive a lump sum distribution, no further benefits, including survivor benefits, will be paid from the Pension Plan.

Payment of Benefits More Than \$5,000

If the value of your Pension Plan benefit is greater than \$5,000, no lump sum payment is available (unless the benefit is being paid under a Qualified Domestic Relations Order that provides for a lump sum payment or was paid during the one of the Lump Sum Offerings described below). You may choose how your benefit is paid from the optional forms of payment available under the Pension Plan. If you do not make a choice, your benefit will be paid in the Pension Plan's normal form of payment corresponding to your marital status at the time benefits start.

Normal Forms of Payment

If you are unmarried, the Pension Plan's normal form of payment is a 10-year certain and continuous annuity that guarantees at least 120 payments. In other words, payments will be made for your life, but if you die before 120 monthly payments have been made, the remainder of the 120 guaranteed payments will go to your beneficiary. If you were a Journal-Guild Employee and you terminated employment prior to August 1, 2004, or you have a minimum benefit under the Journal-Guild Employee benefit formula as of July 31, 2004, or you were a participant in The Providence Journal Company Retirement Plan and terminated employment prior to January 1, 1998, the normal form of payment for an unmarried participant for that benefit is a straight life annuity (with no guaranteed payments).

If you are married, the normal form of payment is an actuarially equivalent joint and survivor annuity. This form provides payments for your lifetime and, after your death, continues to pay your surviving spouse 50% of the benefit until his or her death.

For purposes of federal law and the Pension Plan, "married" means that you are legally married.

Optional Forms of Payment

The Pension Plan offers other types of benefit payments that may better meet your retirement needs. The amount payable under each of these options is adjusted to be the actuarial equivalent of the normal form of annuity for unmarried participants described above. These options include:

- **Straight life annuity**: Your benefit is paid in equal monthly payments until your death. No payments are made after your death.
- **Contingent annuitant annuity**: Your benefit is paid in equal monthly payments for your lifetime. In the event of your death, your surviving beneficiary will receive a percentage of your payment (50%, 75% or 100%, whichever you choose) until his or her death. If your designated beneficiary predeceases you, payments will end upon your death.
- **Ten-year certain and continuous annuity**: This is the normal form of payment under the traditional formula for an unmarried participant but is available as an optional form for married participants. Payments will be made for your life, but if you die before 120 monthly payments have been made, the remainder of the 120 guaranteed payments will go to your beneficiary.

If you participated in The Providence Journal Company Retirement Plan (or you are a Journal-Guild Employee with a frozen or minimum benefit under the prior Journal-Guild Employee formula as of July 31, 2004), you may also be eligible to elect an optional form of payment, referred to as the Social Security level income option. This form of payment attempts to provide a level total monthly retirement benefit, including the benefit payable from Social Security, by providing a larger Pension Plan benefit until Social Security benefits can begin. The Pension Plan then pays a reduced amount (which could be \$0) for your remaining lifetime. Please contact the Pension Plan administrator for additional information.

Note: If you are married, you must have your spouse's written consent to choose a beneficiary other than your spouse, or to choose an option other than the 50% joint and survivor normal form (unless you elect the contingent annuitant annuity option with your spouse as your designated beneficiary). Your spouse's written consent to a beneficiary or an optional form of payment election must be witnessed by a notary public.

Benefit Restrictions

If the Pension Plan's funding level (its "adjusted funding target attainment percentage" or "AFTAP") is less than 80% for a plan year, then the Pension Plan is subject to benefit payment restrictions imposed by the Pension Protection Act of 2006. Further benefit restrictions apply if the Pension Plan's AFTAP is less than 60%. Each year, the Pension Plan's actuary determines whether these restrictions apply.

Under the Pension Plan, the only forms of payment potentially affected by these restrictions are:

- (i) The Social Security level income option, which is available only to certain Journal-Guild Employees and prior participants in The Providence Journal Company Retirement Plan, and
- (ii) Lump sum payments, which are only available to certain "alternate payees" who are entitled to Pension Plan benefits pursuant to a Qualified Domestic Relations Order.

These payment restrictions do not apply to the Pension Plan's other forms of payment, nor do they apply to automatic small amount lump sum distributions that do not exceed \$5,000.

Since the 2012 plan year, the Pension Plan has not been subject to these restrictions during any plan year.

Limited Lump Sum Offerings

Certain Pension Plan participants were offered the opportunity to elect to receive lump sum distributions of their entire Pension Plan benefits during a limited period of time prescribed by the Administrative Committee for the Pension Plan (the "Lump Sum Offerings"). Several Lump Sum Offerings were conducted since 2012. Currently, no Lump Sum Offering is being conducted. The applicable terms and conditions of the Lump Sum Offerings are set forth in the Plan and the materials provided to the individuals eligible for each of the Lump Sum Offerings.

Paying Taxes on Your Benefits

Benefits you receive from the Pension Plan are considered taxable income. The method of payment and the age at which you receive payment can affect the taxes you owe. For additional information, refer to the “[Tax Considerations](#)” section.

Survivor Benefits

The Pension Plan may provide a benefit to your survivors if you die and are vested in your Pension Plan benefit. Eligibility for and the amount and length of survivor benefits depend on your marital status under federal law and whether or not your Pension Plan payments have already started.

Death Before Pension Payments Have Begun

If you die before pension payments have begun:

- If you were married at the time of your death, your spouse is entitled to receive a qualified preretirement survivor annuity. This is a monthly annuity equal to 50% of your vested accrued benefit, converted to the 50% joint and survivor form of payment, and reduced for commencement earlier than your age 65.
- If you were not married at the time of your death, no death benefit is payable from the Pension Plan.

For purposes of federal law and the Pension Plan, “married” means that you are legally married.

Minimum Death Benefit

If you were not a Journal-Guild Employee and you attained age 55 while an employee on or before December 31, 1994 (or terminated employment before January 1, 1995, but after reaching age 55), and you die before Pension Plan benefits begin, any benefit payable to your surviving spouse will not be less than your accrued benefit as of December 31, 1994 (or your earlier date of termination), actuarially adjusted for the life of your spouse and reduced for commencement earlier than your age 65.

Death After Pension Payments Have Begun

If you die after you have started to receive Pension Plan payments (or you started to receive Belo Plan benefits and your benefit was transferred to the Pension Plan), the payment option you chose at retirement will determine if your beneficiary will receive benefit payments. For example, if you selected a straight life annuity, your beneficiary would not receive a benefit, because no payments are made following your death under this form of payment. If you selected

a 50% contingent annuitant annuity and your beneficiary survives you, he or she would receive 50% of the benefit that you were receiving before you died, payable for his or her remaining life.

Your beneficiary is the person or persons you indicate on the beneficiary designation form at the time you elect your form of benefit payment. For information on selecting a beneficiary, refer to “Your Beneficiary.”

Social Security

Social Security benefits are another source of income if you retire, become disabled, or die.

The Cost of Social Security

Both you and DallasNews contribute to your Social Security benefit. Each paycheck, you pay up to 7.65% of your income, and DallasNews pays up to 7.65% of your income. As noted earlier, annual wages above the Social Security taxable wage base are not subject to the OASDI portion of Social Security taxes. The Social Security taxable wage base is redetermined annually by the Social Security Administration and is \$147,000 for 2022.

Retirement Benefits

Full Social Security benefits begin between ages 65 and 67, depending on your date of birth. The date that full Social Security retirement benefits can begin is referred to as your Social Security normal retirement age in this summary. Reduced Social Security benefits can begin at any time after age 62. Generally, your spouse also will receive a benefit based on your earnings unless a higher benefit is payable based on his or her own earnings.

Other Social Security Benefits

In addition to retirement benefits, Social Security provides:

- disability benefits;
- survivor benefits for your spouse and children (up to age 18); and
- hospital, surgical, and other medical benefits under Medicare.

Applying for Social Security Benefits

Social Security benefits are not paid automatically – you must apply for them. Your local Social Security office can supply more information on these benefits and how and when to apply for them.

Tax Considerations

Tax laws could affect your Pension Plan benefits. This section describes Federal income tax issues; your Pension Plan benefits may also be affected by state and local income tax laws. You should consult with your tax advisor regarding Federal, state and local tax law considerations. Benefits you receive from the Pension Plan are generally considered taxable income by the Internal Revenue Service. Tax laws affect different people in different ways. Their effect on you depends on:

- the type of benefit you receive;
- the amount of the benefit; and
- your income.

The following section offers some general tax guidelines. However, you should get professional tax advice before you choose your pension payment option. This description of Federal tax considerations is based on DallasNews's understanding of current tax laws and is subject to change without notice.

Annuity Payments

Annuity payments are generally taxed at ordinary income rates in the year you receive them. To calculate the amount of taxes that are withheld from your pension payments, the Pension Plan generally assumes that you are married with three exemptions; however, you can request a different withholding rate or no withholding at all. Contact the Plan administrator for more information.

Lump Sum Payments

If the total value of your accrued benefit is \$1,000 or less (\$5,000 or less, for a benefit payable under a Qualified Domestic Relations Order), you will receive a lump sum payment from the Pension Plan. Furthermore, if the lump sum value of your accrued benefit exceeds \$1,000 but does not exceed \$5,000, you will receive a lump sum payment in the form of a rollover or a direct payment to you, as you elect. If you fail to make an election, your lump sum payment will be made as a direct rollover to an IRA designated for this purpose by the Pension Plan administrator.

Under current law, you may rollover your lump sum payment to another employer's eligible retirement plan or an IRA within 60 days and continue to defer paying taxes on the money until you begin receiving distributions or, if earlier, until you reach your "Required Beginning Date." In general, if you turned age 70 ½ on or before December 31, 2019, your Required Beginning Date is the April 1 following the date you attain age 70½. If you did not turn age 70 ½ on or before December 31, 2019, your Required Beginning Date is the April 1 following the date you attain of age 72. A 20% income tax withholding will be made from this lump sum payment unless you elect a "direct rollover" into another employer's plan or into an IRA.

Lump sum payments are not an optional form of payment generally available under the Pension Plan. However, a Qualified Domestic Relations Order may provide for a lump sum payment and certain former participants may have received a lump sum payment of their Pension Plan benefits if they elected to participate in one of the Lump Sum Offerings described above.

Deferring Taxes

If your benefit is paid as a lump sum, you can defer taxes on part or all of most lump sum payments by making a rollover. There are two types of rollovers:

- a direct rollover; and
- a participant rollover.

Direct Rollover

You can ask the Pension Plan administrator to rollover all or part of your Pension Plan lump sum payment directly into an IRA or another employer's eligible retirement plan.

To make a direct rollover, you must give the Pension Plan administrator specific information about the IRA or the other employer's plan before the Pension Plan makes any payment. With a direct rollover, taxes will be deferred on the amount rolled over until you actually receive payment from the IRA or the other employer's plan.

The Pension Plan will send you a check, made payable to either your IRA or your new employer's plan. You are responsible for ensuring that the money is properly delivered to the appropriate plan administrator or investment organization within any time limits specified by any tax laws in effect at the time of the distribution.

Participant Rollover

You can receive your lump sum payment and rollover all or part of the payment into an IRA or another employer's eligible plan yourself. You must make the rollover within 60 days of receiving your payment.

Even though you may plan to rollover your payment, the Pension Plan is required to withhold 20% of your lump sum amount. The Pension Plan will deduct this amount and will mail the remainder, in a check made payable to you, to your home.

The Internal Revenue Code places a 10% penalty tax on any lump sum benefit that is eligible for rollover treatment and is not rolled over into another employer's eligible plan or an IRA within 60 days, except for distributions made:

- if you retire from all DallasNews companies after age 55;
- after you reach age 59½;
- in the event of your disability or death;

- that do not exceed your tax-deductible medical expenses; or
- because they are required by a Qualified Domestic Relations Order.

The penalty tax is in addition to the regular income taxes you may owe on your lump sum payment. The additional 10% penalty is not withheld by DallasNews, so you are responsible for calculating and paying the required amount in a timely manner.

You should obtain professional tax advice regarding the potential rollover treatment and tax implications of a distribution from the Pension Plan.

Requesting Benefit Payment

You may request payment of your benefit from the Pension Plan by contacting the Pension Plan administrator.

To receive benefits from the Pension Plan, you must provide proof of age for yourself and your beneficiaries. Other information may also be necessary; however, the Pension Plan administrator will notify you of any other requirements.

Usually, your request is processed within 90 days. Although the Pension Plan administrator makes every effort to process claims promptly and correctly, an error could exist in records or processing that could delay payment.

Claims and Appeals

If you do not receive the benefits that you believe you are entitled to under the Pension Plan, you may file a claim for benefits with the Pension Plan administrator in writing. You (or your beneficiary) will receive a notice approving or disapproving your claim within 90 days following receipt of information necessary to process the claim, unless special circumstances require an extension of time not later than 180 days after receipt of the information, in which case you (or your beneficiary) will be furnished with a notice of the extension prior to the termination of the initial 90-day period.

A notice of an adverse determination regarding your claim will explain:

- the reason for the adverse determination;
- the Pension Plan provisions on which the adverse determination is based;
- any additional material or information needed to make the claim acceptable and an explanation of why it's necessary; and

- a description of the Pension Plan's review procedures and the time limits applicable to such procedures, and a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse determination on review.

You (or your beneficiary) may make a written request for a review of the decision within 60 days after being notified of the determination. The request must:

- state that you want the claim reviewed;
- provide the reasons for your request and any supporting facts; and
- provide any other issues or comments that you believe are relevant to the claim and the review.

You or your authorized representative may submit a written request to obtain copies of any documents, records, and other information relevant to the claim, which will be provided free of charge. You may provide additional written comments, documents, records, and other information relating to the claim. The final decision on your claim will normally be made within 60 days (but no later than 120 days) after your request for review is received.

If you fail to request a review within the time set forth above, you will have waived review of your denied claim. If your claim for benefits is denied, you may not bring a lawsuit to recover the denied benefits until you have exercised all of your appeal rights under the Pension Plan and your appeal has been denied in whole or in part.

Situations Affecting Your Pension Plan Benefits

Some situations that could affect your Pension Plan benefits are summarized here:

- Benefits may be delayed if you fail to make proper application or do not provide necessary information.
- Benefits may be delayed if you do not provide the Pension Plan administrator with your most recent address and cannot be located. Once you (or your beneficiary) provide a current address, benefits can be paid.
- The Internal Revenue Code sets maximum limits on the amount of your annual pension benefit. You will be notified if these limits affect you.
- Under most circumstances, your benefits belong to you and may not be sold, assigned, transferred, pledged, or garnished. If you become divorced or separated, a domestic relations order issued by a court which satisfies the requirements under the Internal Revenue Code to

be a Qualified Domestic Relations Order (a “QDRO”) may affect your Pension Plan benefit. A QDRO requires that part of your benefit be paid to someone else – your children or former spouse, for example. This could apply to benefits paid to you, as well as to any beneficiary. As soon as you are aware of any court proceeding that could affect your Pension Plan benefit, contact the Pension Plan administrator. A copy of the Pension Plan’s QDRO procedures are available without charge upon request.

- If you are unable to care for yourself or if your beneficiary is a minor or legally disabled, benefits may be paid only to a guardian or conservator of your estate.
- If the Pension Plan is subject to benefit restrictions due to its funded status, and you are eligible to receive one of the forms of payment affected by these restrictions, you may not be able to receive your Pension Plan benefit in the restricted form.

Top-Heavy Rules

A plan that primarily benefits an employer’s more highly compensated employees is called a “top-heavy” plan. The Internal Revenue Code defines and imposes additional qualification requirements on such plans. The Pension Plan is not top-heavy, nor has the predecessor Belo Plan ever been top-heavy, but the Pension Plan will comply with the applicable rules in the unlikely event that it should become so.

Assignment of Benefits

The Pension Plan does not permit you to assign, alienate, transfer, pledge, encumber, commute, or anticipate any interest in the trust or in any payment to be made under the Pension Plan. In general, this means you cannot use your Pension Plan benefit as collateral when taking out a commercial loan. Your interest in the Pension Plan shall not be in any manner subject to levy, attachment, or other legal process to enforce payment of any claim against you as a participant in the Pension Plan, except for claims by the Federal government for unpaid Federal taxes.

Under ERISA, a QDRO is not considered an impermissible assignment or alienation of your right to benefits. If a domestic relations order follows a certain form and contains certain information, it will qualify, and the Pension Plan administrator must comply with the order.

Effect on Employment Status

The Pension Plan is designed and maintained as an employee benefit plan. Nothing in the Pension Plan should be construed or interpreted as giving any employee the right to be retained in the service of DallasNews or any DallasNews company, or to be afforded any particular condition of employment. Nothing in the Pension Plan will affect or impair the rights of DallasNews or any other DallasNews company to manage its employees or terminate the service of any employee at any time.

If The Pension Plan Should End

DallasNews expects to continue the Pension Plan indefinitely. However, DallasNews reserves the right to amend or end the Pension Plan at any time. You will be notified of a termination of the Pension Plan if this should ever occur.

If the Pension Plan is terminated, your Pension Plan benefit will be distributed to you as soon as practicable after appropriate government approvals are obtained. After all benefits have been paid and legal requirements have been met, the Pension Plan will turn over any remaining assets to DallasNews and other participating companies.

Your benefits under the Pension Plan are insured by the Pension Benefit Guaranty Corporation (the "PBGC"), a Federal insurance agency. If the Pension Plan terminates without enough money to pay all Pension Plan benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plan, but some people may lose certain benefits.

The PBGC guarantee generally covers (i) normal and early retirement benefits; (ii) disability benefits if you become disabled before the Pension Plan terminates; and (iii) certain benefits for your survivors.

The PBGC guarantee generally does not cover:

- (i) benefits greater than the maximum guaranteed amount set by law for the year in which the Pension Plan terminates;
- (ii) some or all of benefit increases and new benefits based on plan provisions that have been in place for fewer than five years at the time the Pension Plan terminates;
- (iii) benefits that are not vested because you have not worked long enough for your employer;
- (iv) benefits for which you have not met all of the requirements at the time the Pension Plan terminates;
- (v) certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Pension Plan's normal retirement age (age 65); and
- (vi) non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay, and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money the Pension Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask the Pension Plan administrator, or contact the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the Federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's web site on the Internet at <http://www.pbgc.gov>.

Administrative Information

In this section, you will find information about the administration of the Pension Plan.

Plan Sponsor

The Pension Plan is sponsored by DallasNews Corporation:

DallasNews Corporation
1954 Commerce Street
Dallas, Texas 75201
Attention: DallasNews Benefits

Phone: (214) 977-5911 or (877) 235-6242 (toll-free)

Pension Plan participants and beneficiaries may receive from the Pension Plan administrator, upon written request, information as to whether a particular employer is participating in the Pension Plan and, if the employer is participating in the Pension Plan, the employer's address.

Pension Plan Administrator

The Pension Plan administrator is responsible for operating and interpreting the Pension Plan and making final decisions on issues such as eligibility and payment of benefits. The Pension Plan is administered by the DallasNews Corporation Benefits Administrative Committee:

DallasNews Corporation Benefits Administrative Committee
1954 Commerce Street
Dallas, Texas 75201
Attention: DallasNews Benefits

Phone: (214) 977-5911 or (877) 235-6242 (toll-free)

Fidelity Investments provides recordkeeping and other administrative services for the Pension Plan. Most questions regarding your Pension Plan benefit can then be addressed by contacting the DallasNews Corporation Retirement Service Center at (866) 236-6124 (toll-free) or by accessing the website for the Pension Plan at NetBenefits.com.

You may also write to the DallasNews Corporation Retirement Service Center at the following address:

DallasNews Corporation Retirement Service Center
P.O. Box 770003
Cincinnati, Ohio 45277-0069

Plan Type, Year, and Identification Numbers

The official name of the Pension Plan is the DallasNews Corporation Pension Plan II. The Pension Plan is a defined benefit pension plan designed to provide retirement benefits. Plan records are kept on a plan year that begins on January 1 and ends on December 31. The Pension Plan is filed with the United States Internal Revenue Service and the Department of Labor under the following two numbers:

- Employer Identification Number (EIN): 38-3765318.
- Plan Number (PN): 005.

Plan Trustee

Pension Plan assets are held and invested in a trust. The trustee for the Pension Plan is:

The Bank of New York Mellon
225 Liberty Street
New York, New York 10286

Agent for Service of Legal Process

Service of legal process regarding the Pension Plan can be delivered to the Pension Plan trustee, the Pension Plan administrator, or to the legal department of DallasNews:

DallasNews Corporation
1954 Commerce Street
Dallas, Texas 75201
Attention: Legal Department

Your Rights Under ERISA

As a participant in the Pension Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”) and to receive information about the Pension Plan and your benefits. ERISA provides that all Pension Plan participants shall be entitled to:

- Examine, without charge, at the Pension Plan administrator’s office, all documents governing the Pension Plan, including collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Pension Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Pension Plan administrator, copies of documents governing the operation of the Pension Plan, including collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Pension Plan administrator may make a reasonable charge for the copies.
- Receive an annual funding notice with respect to the Pension Plan. The Pension Plan administrator is required by law to furnish each participant with a copy of this annual notice at no charge.
- Obtain a statement telling you whether you have a right to receive a Pension Plan benefit at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Pension Plan now. This statement must be requested in writing and is not required to be given more than once every 12 months. The Pension Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for participants, ERISA imposes duties upon those responsible for the operation of the Pension Plan. The people who operate the Pension Plan, called “fiduciaries” of the Pension Plan, have a duty to do so prudently and in the interest of you and other participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a Pension Plan benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Pension Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Pension Plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Pension Plan administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, after exhausting the claims and appeals procedures described in this summary plan description, you may file suit in a state or Federal court. In addition, if you disagree with the Pension Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, after exhausting the claims and appeals procedures described in this summary plan description, you may file suit in Federal court.

If it should happen that Pension Plan fiduciaries misuse the Pension Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance With Your Questions

If you have any questions about the Pension Plan or this summary, you should contact the Pension Plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Pension Plan administrator, you should contact:

- the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory; or
- the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.