UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

☑ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended: September 30, 2009

OR

o **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File No. 1-33741

A. H. Belo Corporation
(Exact name of registrant as specified in its charter)

Delaware	**38-3765318**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. employer identification no.)*
P. O. Box 224866 Dallas, Texas	**75222-4866**
(Address of principal executive offices)	*(Zip code)*

Registrant's telephone number, including area code: **(214) 977-8200**

Former name, former address and former fiscal year, if changed since last report.
None

Indicate by check mark whether registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☑ **No** o

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the proceeding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes o **No** o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer o Accelerated filer o Non-accelerated filer ☑ (Do not check if a smaller reporting company) Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Yes o **No** ☑

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	**Outstanding at November 6, 2009**
Common Stock, $.01 par value	20,544,560

* Consisting of 18,100,970 shares of Series A Common Stock and 2,443,590 shares of Series B Common Stock.

A. H. BELO CORPORATION

FORM 10-Q

TABLE OF CONTENTS

PART I.

Item 1. Financial Statements

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS

A. H. Belo Corporation and Subsidiaries

In thousands, except per share amounts (unaudited)	*Three months ended September 30,* 2009	2008	*Nine months ended September 30,* 2009	2008
Net Operating Revenues				
Advertising	$ 83,816	$ 114,811	$ 260,638	$ 364,575
Circulation	35,228	31,563	100,208	90,943
Other	7,823	7,459	22,019	21,757
Total net operating revenues	126,867	153,833	382,865	477,275
Operating Costs and Expenses				
Salaries, wages and employee benefits	51,668	77,804	166,283	220,909
Other production, distribution and operating costs	48,920	60,768	155,652	182,682
Newsprint, ink and other supplies	12,302	23,523	48,345	70,230
Asset impairments	20,000	4,535	102,689	4,535
Depreciation	9,257	10,962	29,456	35,414
Amortization	1,625	1,625	4,874	4,875
Total operating costs and expenses	143,772	179,217	507,299	518,645
Loss from operations	(16,905)	(25,384)	(124,434)	(41,370)
Other (Expense) Income, Net				
Interest expense	(211)	(52)	(802)	(3,283)
Other (expense) income, net	240	(25)	362	1,237
Total other (expense) income, net	29	(77)	(440)	(2,046)
Loss before income taxes	(16,876)	(25,461)	(124,874)	(43,416)
Income tax benefit	(11,110)	(8,203)	(8,970)	(14,243)
Net loss	$ (5,766)	$ (17,258)	$ (115,904)	$ (29,173)
Net loss per share:				
Basic and diluted	$ (0.28)	$ (0.84)	$ (5.65)	$ (1.42)
Weighted average shares outstanding:				
Basic and diluted	20,538	20,479	20,529	20,477
Dividends declared per share	$ —	$ 0.375	$ —	$ 0.625

See accompanying Notes to Condensed Consolidated Financial Statements.

Table of Contents

CONDENSED CONSOLIDATED BALANCE SHEETS

A. H. Belo Corporation and Subsidiaries

In thousands, except share and per share amounts	September 30, 2009 *(unaudited)*	December 31, 2008
Assets		
Current assets:		
Cash and cash equivalents	$ 10,825	$ 9,934
Accounts receivable (net of allowance of $5,575 and $ 5,332 at September 30, 2009 and December 31, 2008, respectively)	57,697	77,383
Income tax refund receivable through Belo Corp.	11,978	—
Inventories	11,653	22,641
Deferred income taxes, net	5,266	5,415
Assets held for sale	5,268	—
Prepaids and other current assets	8,242	9,344
Total current assets	110,929	124,717
Property, plant and equipment at cost:		
Land	26,378	30,895
Buildings and improvements	213,014	232,120
Publishing equipment	355,404	358,413
Other	149,075	150,065
Advance payments on property, plant and equipment	12,156	9,358
Total property, plant and equipment	756,027	780,851
Less accumulated depreciation	543,162	517,107
Property, plant and equipment, net	212,865	263,744
Intangible assets, net	29,052	33,927
Goodwill	24,582	105,522
Investments	20,123	23,016
Other assets	6,834	6,752
Total assets	$ 404,385	$ 557,678

See accompanying Notes to Condensed Consolidated Financial Statements.

CONDENSED CONSOLIDATED BALANCE SHEETS (continued)

A. H. Belo Corporation and Subsidiaries

In thousands, except share and per share amounts	September 30, 2009 *(unaudited)*	December 31, 2008
Liabilities and Shareholders' Equity		
Current liabilities:		
Current portion of notes payable	$ —	$ 10,000
Accounts payable	14,364	32,950
Accrued compensation and benefits	13,458	27,020
Accrued interest on notes payable	—	11
Other accrued expenses	27,708	18,826
Advance subscription payments	28,116	26,335
Total current liabilities	83,646	115,142
Pension liabilities	11,336	17,096
Other post employment benefits	7,627	7,738
Deferred income taxes, net	5,266	6,620
Other liabilities	2,577	2,430
Commitments and contingent liabilities		
Shareholders' equity:		
Preferred stock, $.01 par value. Authorized 2,000,000 shares; none issued	—	—
Common stock, $.01 par value. Authorized 125,000,000 shares		
Series A: issued 18,100,946 and 17,774,549 shares at September 30, 2009 and December 31, 2008, respectively	180	176
Series B: issued 2,443,614 and 2,704,416 shares at September 30, 2009 and December 31, 2008, respectively	25	28
Additional paid-in capital	485,193	484,009
Accumulated other comprehensive loss	(458)	(458)
Accumulated deficit	(191,007)	(75,103)
Total shareholders' equity	293,933	408,652
Total liabilities and shareholders' equity	$ 404,385	$ 557,678

See accompanying Notes to Condensed Consolidated Financial Statements.

CONDENSED CONSOLIDATED STATEMENT OF SHAREHOLDERS' EQUITY

A. H. Belo Corporation and Subsidiaries

In thousands, except share amounts (unaudited) — *Nine months ended September 30, 2009*

	Common Stock						
	Shares Series A	*Shares Series B*	*Amount*	*Additional Paid-in Capital*	*Accumulated Other Comprehensive Loss*	*Accumulated Deficit*	*Total*
Balance at December 31, 2008	17,774,149	2,704,816	$204	$484,009	$(458)	$ (75,103)	$ 408,652
Contribution to Belo Corp.	—	—	—	(321)	—	—	(321)
Share-based compensation	—	—	—	1,506	—	—	1,506
Conversion of Series B to Series A	261,034	(261,034)	—	—	—	—	—
Issuance of shares for restricted stock units	59,234	—	1	(1)	—	—	—
Net loss	—	—	—	—	—	(115,904)	(115,904)
Balance at September 30, 2009	18,094,417	2,443,782	$205	$485,193	$(458)	$(191,007)	$ 293,933

See accompanying Notes to Condensed Consolidated Financial Statements.

Table of Contents

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

A. H. Belo Corporation and Subsidiaries

In thousands (unaudited)	*Nine months ended September 30,* 2009	2008
Operations		
Net loss	$ (115,904)	$ (29,173)
Adjustments to reconcile net loss to net cash provided by operations:		
Depreciation and amortization	34,330	40,289
Asset impairments	102,689	4,535
Impairment on investment	1,000	—
Deferred income taxes	(73)	(11,656)
Employee retirement benefit expense	99	(361)
Share-based compensation	1,311	(521)
Other non-cash items	(5,518)	4,626
Net changes in operating assets and liabilities, excluding the effects of the Distribution:		
Accounts receivable	7,465	25,276
Inventories	10,988	(9,294)
Prepaids and other current assets	1,102	282
Other, net	(143)	(2,265)
Accounts payable	(18,586)	2,703
Accrued compensation and benefits	(13,684)	(1,490)
Accrued interest on notes payable	(11)	—
Other accrued expenses	9,039	1,145
Advance subscription payments	1,781	1,336
Net cash provided by operations	15,885	25,432
Investments		
Capital expenditures, net	(7,833)	(14,033)
Other, net	2,839	(321)
Net cash used for investments	(4,994)	(14,354)
Financing		
Dividends and distributions	—	(10,240)
Proceeds (payments) on credit facility	(10,000)	10,000
Net cash used for financing activities	(10,000)	(240)
Net increase in cash and temporary cash investments	891	10,838
Cash and cash equivalents at beginning of period	9,934	6,874
Cash and cash equivalents at end of period	$ 10,825	$ 17,712
Supplemental Disclosures		
Interest paid, net of amounts capitalized	$ 232	$ —
Income taxes paid, net of refunds	$ 3,400	$ —

See accompanying Notes to Condensed Consolidated Financial Statements.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

A. H. Belo Corporation and Subsidiaries

(dollars in thousands, except share and per share amounts)

(1) The accompanying unaudited condensed consolidated financial statements of A. H. Belo Corporation and its subsidiaries (the "Company" or "A. H. Belo") have been prepared in accordance with generally accepted accounting principles for interim financial information and in accordance with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by generally accepted accounting principles for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for a fair presentation have been included. Transactions between the companies comprising A. H. Belo have been eliminated in the consolidated financial statements. These condensed consolidated financial statements should be read in conjunction with the audited financial statements and footnotes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2008. Operating results for the three and nine month periods ended September 30, 2009 are not necessarily indicative of the results that may be expected for the year ending December 31, 2009.

(2) Accumulated Other Comprehensive Loss contains the minimum liability related to other post-employment benefits. Comprehensive Loss for all periods presented is equivalent to net loss as the amount of accumulated other comprehensive income has not changed.

(3) The Company owns and operates three primary daily newspapers: *The Dallas Morning News*, *The Providence Journal*, and *The Press-Enterprise* (Riverside, CA). Each publishes and distributes local, state, national, and international news. In addition to these three daily newspapers, the Company publishes various niche products in the same or nearby markets where the primary daily newspapers are located. Each of the Company's daily newspapers and niche publications operates and maintains its own Web site. The Company also operates direct mail and commercial printing businesses. The Company's operating segments are defined as its newspapers within a given market. The Company has determined that according to the applicable accounting guidance all of its operating segments meet the criteria to be aggregated into one reporting segment.

On February 8, 2008, Belo Corp. ("Belo") contributed all of the stock of its subsidiaries engaged in the newspaper business and related assets to A. H. Belo (herein referred to as the "Distribution"). On February 8, 2008 (the "Distribution Date"), Belo also distributed, through a pro rata, tax-free dividend to its shareholders, 0.20 shares of A. H. Belo Series A common stock for every share of Belo Series A common stock, and 0.20 shares of A. H. Belo Series B common stock for every share of Belo Series B common stock, owned as of the close of business on January 25, 2008. As a result of the Distribution, A. H. Belo issued 17,603,499 shares of Series A common stock and 2,848,496 shares of Series B common stock. This resulted in A. H. Belo becoming a separate public company with its own management and board of directors. The assets and liabilities transferred to A. H. Belo were recorded at historical cost as a reorganization of entities under common control. Following the Distribution, Belo does not have any ownership interest in A. H. Belo but continues to conduct business with A. H. Belo pursuant to various agreements, as more fully described in Note 8, and co-own certain investments.

The reported results for the nine months ended September 30, 2008 include allocated Belo corporate expenses up to the Distribution Date only. Corporate expenses for the remainder of the nine-month period (post-Distribution) comprise actual costs incurred by the Company. The allocations from Belo include certain costs associated with Belo's corporate facilities, information systems, legal, internal audit, finance (including public company accounting and reporting), employee compensation and benefits administration, risk management, treasury administration and tax functions, and are based on actual costs incurred by Belo. Allocations of corporate facility costs are based on the actual space used. Information technology costs and employee compensation and benefits administration are allocated based on headcount. Other costs are allocated to A. H. Belo based on the Company's size relative to the Belo subsidiaries. Costs allocated to the Company by Belo totaled $7,430 for the 39 days ended February 8, 2008.

On the Distribution Date, Belo settled or assigned intercompany indebtedness between and among Belo and its subsidiaries, including Belo's subsidiaries engaged in the newspaper business and related assets. Belo settled accounts through contributions of such indebtedness to the capital of the debtor subsidiaries, distributions by creditor subsidiaries, and other non-cash transfers, or assigned indebtedness to A. H. Belo. As of the effective time of the Distribution, Belo had contributed to the capital of A. H. Belo and its subsidiaries the net intercompany indebtedness owed to Belo by A. H. Belo and its subsidiaries, and A. H. Belo assumed the indebtedness owed by Belo to the A. H. Belo subsidiaries.

All dollar amounts are in thousands, other than per share amounts, unless otherwise indicated.

(4) The following table presents stock-based awards that are excluded for purposes of calculating diluted earnings per share for the three and nine months ended September 30, 2009 and 2008:

	Three Months Ended		*Nine Months Ended*	
	September 30, 2009	*September 30, 2008*	*September 30, 2009*	*September 30, 2008*
Options excluded as the effects are antidilutive:				
Number outstanding	4,068	2,989	4,068	2,464
Weighted average exercise price	$12.95	$18.50	$12.95	$21.04

(5) Prior to the Distribution, A. H. Belo established a long-term incentive plan under which awards may be granted to employees and outside directors in the form of non-qualified stock options, incentive stock options, restricted shares, restricted stock units, performance shares, performance units and stock appreciation rights. In addition, options may be accompanied by stock appreciation rights and limited stock appreciation rights. Rights and limited rights may also be issued without accompanying options. Cash-based bonus awards are also available under the plan.

In connection with the Distribution, holders of outstanding Belo options received an adjusted Belo option for the same number of shares of Belo common stock as held before the Distribution but with a reduced exercise price based on the closing price on February 8, 2008. Holders also received one new A. H. Belo option for every five Belo options held as of the Distribution Date (the distribution ratio) with an exercise price based on the closing share price on February 8, 2008. The Belo restricted stock units (“RSUs”) were treated as if they were issued and outstanding shares. Holders of Belo RSUs retained their existing RSUs and also received A. H. Belo RSUs. The number of A. H. Belo RSUs awarded to Belo’s RSU holders was determined using the distribution ratio. As a result, the Belo RSUs and the A. H. Belo RSUs, taken together, had the same aggregate value, based on the closing prices of the Belo stock and the A. H. Belo stock on the Distribution Date, as the Belo RSUs immediately prior to the Distribution.

Each stock option and RSU (of A. H. Belo and of Belo) otherwise has the same terms as the original awards. The awards continue to vest as under the existing vesting schedule based on continued employment with A. H. Belo or Belo, as applicable.

Share-based compensation cost recognized for awards to A. H. Belo’s employees and non-employee directors was $1,489 and $2,598 for the three and nine months ended September 30, 2009, respectively, and $604 and $1,339 for the three and nine months ended September 30, 2008, respectively. No compensation cost is recognized related to options issued by A. H. Belo held by employees and non-employee directors of Belo.

A. H. Belo also recognizes compensation expense for any pre-Distribution awards related to its employees that were issued under Belo’s long-term incentive plans. A. H. Belo’s share-based compensation expense includes $1,458 and $2,542 for the three and nine months ended September 30, 2009, respectively, and $263 and $691 for the three and nine months ended September 30, 2008, respectively, related to awards that were issued by Belo.

A. H. Belo Option Activity

The following table summarizes the option activity under A. H. Belo’s long-term incentive plan for the period ended September 30, 2009:

	Number of Options	Weighted Average Exercise Price
Outstanding at December 31, 2008	3,784,388	$ 14.32
Granted	466,620	$ 1.26
Exercised	—	$ —
Canceled	(183,474)	$ 11.62
Outstanding at September 30, 2009	4,067,534	$ 12.95

Of the total A. H. Belo options outstanding at September 30, 2009, 2,752,340 options with a weighted average exercise price of $8.96 are held by A. H. Belo employees and non-employee directors.

A. H. Belo RSU Activity

The following table summarizes the RSU activity under A. H. Belo's long-term incentive plan for the period ended September 30, 2009:

	Number of RSUs	Weighted Average Price on Date of Grant
Outstanding at December 31, 2008	402,951	$ 16.63
Granted	155,540	$ 1.26
Vested	(109,509)	$ 19.78
Canceled	(6,587)	$ 16.78
Outstanding at September 30, 2009	442,395	$ 10.40

Of the total A. H. Belo RSUs outstanding at September 30, 2009, 324,150 RSUs are held by A. H. Belo employees and non-employee directors.

(6) Belo retained sponsorship and funding obligations of the G. B. Dealey Retirement Pension Plan (Pension Plan), in which some of A. H. Belo employees participate. Under the employee matters agreement between the Company and Belo, A. H. Belo is obligated to reimburse Belo for 60 percent of each contribution Belo makes to the Pension Plan. As of September 30, 2009, the Company has recorded a liability of $17,096 for these anticipated future fundings, of which $5,760 is included in other current liabilities on the balance sheet and will be funded by the tax refund received by Belo discussed below. The Company's future contribution obligations could range between $17,100 and $91,000. In September 2009, A. H. Belo and Belo amended the tax matters agreement executed between the two companies. The amendment allows for the carry-back of A. H. Belo's losses since February 2008 to Belo's pre-Distribution tax returns. See Note 8 for additional information related to the amended tax matters agreement. After the tax matters agreement was amended, Belo amended a previously filed tax return to generate a tax refund of $11,978. This tax refund was received by Belo during the fourth quarter of 2009. Belo will apply the refund towards A. H. Belo's future pension obligations. Each reporting period, the Company assesses the adequacy of its liability recorded for its obligation to reimburse Belo based on current information available regarding the operation of the Pension Plan. On an annual basis, the plan sponsor, Belo, measures the funded status of the plan as of December 31. Changes in general market conditions may affect the funded status of the Pension Plan at each December 31 measurement date.

(7) On August 23, 2004, August 26, 2004 and October 5, 2004, three related lawsuits, later consolidated, were filed by purported shareholders of Belo in the United States District Court for the Northern District of Texas against Belo, Robert W. Decherd, and Barry T. Peckham, a former executive officer of *The Dallas Morning News*, arising out of the circulation overstatement at *The Dallas Morning News*. James M. Moroney III was added later as a defendant. The plaintiffs sought to represent a purported class of shareholders who purchased Belo common stock between May 12, 2003 and August 6, 2004, and alleged violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934. Under the terms of the February 8, 2008 separation and distribution agreement between the Company and Belo, the two companies agreed to share equally in any liability, net of any applicable insurance, resulting from the consolidated lawsuit. On April 2, 2008, the District Court denied plaintiffs' motion for class certification. On August 12, 2009, the United States Court of Appeals for the Fifth Circuit affirmed the District Court's denial of class certification. On November 9, 2009, Belo and the other parties to the consolidated lawsuit settled the lawsuit on terms that the Company considers favorable, without payment of any settlement amount that is material to the Company.

On October 24, 2006, 18 former employees of *The Dallas Morning News* filed a lawsuit against various A. H. Belo-related parties in the United States District Court for the Northern District of Texas. The plaintiffs' lawsuit alleges unlawful discrimination and ERISA violations and includes allegations relating to *The Dallas Morning News* circulation overstatement. In June 2007, the court issued a memorandum order granting in part and denying in part defendants' motion to dismiss. In August 2007 and in March 2009, the court dismissed certain additional claims. A trial date, originally set in January 2009, has been reset to November 2010. The Company believes the lawsuit is without merit and is defending vigorously against it.

On April 13, 2009, four former independent contractor newspaper carriers of *The Press-Enterprise*, on behalf of themselves and other similarly situated individuals, filed a purported class-action lawsuit against A. H. Belo, Belo, Press-Enterprise Company, and as yet unidentified defendants in the Superior Court of the State of California, County of Riverside. The complaint alleges that the defendants violated California laws by allegedly improperly categorizing the plaintiffs and the purported class members as independent contractors rather than employees, and in doing so, allegedly failed to pay minimum, hourly and overtime wages to the purported class members and allegedly failed to comply with other laws and regulations applicable to an employer-employee relationship. Plaintiffs and purported class members are seeking minimum wages, unpaid regular and overtime wages, unpaid rest break and meal period compensation, reimbursement of expenses and losses incurred by them in discharging their duties, payment of minimum wage to all employees who failed to receive minimum wage for all hours worked in each payroll period, penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs. The Company believes the lawsuit is without merit and intends to vigorously defend against these claims.

In addition to the proceedings disclosed above, a number of other legal proceedings are pending against A. H. Belo, including several actions for alleged libel and/or defamation. In the opinion of management, liabilities, if any, arising from these other legal proceedings would not have a material adverse effect on A. H. Belo's results of operations, liquidity, or financial condition.

(8) In connection with the Distribution, the Company entered into a separation and distribution agreement; a services agreement; a tax matters agreement; an employee matters agreement which allocates liabilities and responsibilities regarding employee compensation and benefit plans and related matters; and, other agreements with Belo or its subsidiaries. Under the separation and distribution agreement, effective as of the Distribution Date, A. H. Belo and Belo have agreed to indemnify each other and certain related parties from all liabilities existing or arising from acts and events occurring, or failing to occur (or alleged to have occurred or to have failed to occur), regarding each other's businesses, whether occurring before, at or after the effective time of the Distribution; provided, however, that under the terms of the separation and distribution agreement, the Company and Belo will share equally in any liabilities, net of any applicable insurance, resulting from certain circulation-related litigation.

Under the services agreement, for a period of up to two years after the Distribution Date, A. H. Belo and Belo (or their respective subsidiaries) will provide each other various services and/or support. Payments made or other consideration provided in connection with all continuing transactions between the Company and Belo will be on an arm's-length basis or on a basis consistent with the business purpose of the parties.

Belo's Dallas/Fort Worth television station, WFAA-TV, and *The Dallas Morning News*, owned by A. H. Belo, have agreed to provide media content, cross-promotion, and other services to the other. In addition, A. H. Belo and Belo co-own certain downtown Dallas real estate through a limited liability company formed in connection with the Distribution.

The tax matters agreement sets out each party's rights and obligations with respect to payment deficiencies and refunds, if any, of federal, state, local, or foreign taxes for periods before and after the Distribution and related matters such as the filing of tax returns and the conduct of IRS and other audits. Under this agreement, Belo is responsible for all income taxes prior to the Distribution, except that A. H. Belo is responsible for its share of income taxes paid on a consolidated basis for the period of January 1, 2008 through February 8, 2008. A. H. Belo is responsible for its income taxes subsequent to the Distribution Date.

On September 14, 2009, the Company and Belo entered into the first amendment to the tax matters agreement. The amendment allows for the carry-back of A. H. Belo's losses since February 2008 to Belo's pre-Distribution tax returns. In exchange, the Company and Belo have agreed that any tax refund relating to these net operating losses will be held by Belo and applied to the Company's share of future contributions to the Pension Plan.

On September 24, 2009, Belo amended a previously filed tax return to generate an $11,978 federal income tax refund. This refund was received by Belo in the fourth quarter of 2009. Belo will apply the refund towards A. H. Belo's future pension obligations and expects the refund to cover any 2010 pension contributions required of A. H. Belo. Correspondingly, A. H. Belo reversed the associated valuation allowance on its deferred tax assets related to the net operating losses carried-back by Belo, resulting in an $11,978 million tax benefit for A. H. Belo.

(9) On January 30, 2009, the Company announced that it would pursue a number of initiatives that focus on cost reduction. Included in these cost reduction initiatives was a reduction-in-force of approximately 500 jobs. These reductions were completed in the first half of 2009, with all associated costs of $3,336 both expensed and paid in the same period.

(10) The Company had approximately $756,207 of property, plant and equipment as of September 30, 2009, including approximately $355,404 related to publishing equipment and other fixed assets. In addition to the original cost of these assets, their recorded value is determined by a number of estimates made by the Company, including estimated useful lives. In accordance with the applicable accounting guidance, the Company records impairment charges on long-lived assets used in operations when events and circumstances indicate that the assets may be impaired, the undiscounted cash flows estimated to be generated by those assets are less than the carrying amount of those assets and the net book value of the assets exceeds their estimated fair value. In making these determinations, the Company uses certain assumptions, including, but not limited to: (i) the estimated fair value of the assets; and (ii) the estimated future cash flows expected to be generated by the assets, which estimates are based on additional assumptions such as asset utilization, length of service and estimated salvage values.

(11) Assets held for sale consist of land and buildings and improvements related to the decision to market for sale a 133,390 square foot warehouse-assembly facility located on 49.85 acres in Dallas near Interstate 20 and Interstate 45 (the "South Plant"). During the three months ended September 30, 2009, in an additional step to reduce its cost structure, *The Dallas Morning News* elected to consolidate its production facilities and is in the process of relocating production equipment from the South Plant to its plant in Plano where the newspapers are printed (the "North Plant"). The South Plant was built in 2007 and is utilized by *The Dallas Morning News* for the collating and assembly of the preprint packages included in the Sunday paper. The Company, with the assistance of a third party, estimated the market value of the South Plant based on market information for comparable properties in the Dallas-Fort Worth area. The estimated market value was compared to carrying value and, as a result, the Company recorded $20,000 of impairment expense to align the carrying value with estimated market value, less selling costs. The Company began marketing the South Plant for sale during the third quarter of 2009.

Assets held for sale consist of the following:

	September 30, 2009	December 31, 2008
Land	$ 1,067	$ —
Building and improvements	$ 4,201	
Total assets held for sale	$ 5,268	$ —

(12) Accounting guidance related to goodwill requires that goodwill be tested for impairment using the two-step method at least annually or between annual tests if an event occurs or circumstances change that would more likely than not reduce the fair value of a reporting unit below its carrying amount. The Company measures the fair value of its reporting units annually on December 31. Changes in general market conditions may affect the fair value of a reporting unit at the December 31 measurement date, which could lead to an impairment when the Company completes its annual impairment test. However, any such impairment would not impact the Company's liquidity. Please refer to Notes 1 and 3 to the Company's consolidated financial statements in the 2008 Annual Report on Form 10-K for a full description of the Company's goodwill impairment policies.

During the nine months ended September 30, 2009, primarily based upon the continued declining economic environment which resulted in a larger than anticipated decline in advertising demand during the first quarter of 2009 and potentially the remainder of the year, the Company determined that sufficient evidence existed to require it to perform an interim goodwill impairment analysis. During the first quarter of 2009, the Company performed the first step of its interim goodwill impairment test for both *The Dallas Morning News* and *The Providence Journal*. The Company uses the discounted cash flows method to determine fair value of its operating units. The use of discounted cash flows is based on assumptions requiring significant judgment regarding revenue growth rates, margins, discount factors and tax rates. The assumptions used in the step one analysis are consistent with the Company's current estimates and projections, some of which differ from the assumptions used for the annual impairment testing in December 2008. The change in assumptions is driven by greater than anticipated declines in revenue in the first quarter of 2009 which resulted in lower margins, despite significant cost reductions.

The step one analysis results indicated a potential goodwill impairment existed at *The Providence Journal*, but not at *The Dallas Morning News*. While the step one analysis for both reporting units reflected significant declines in forecasted advertising revenue based on the results from the first three months of 2009, when the analysis was performed, *The Dallas Morning News* expected to continue to produce sufficient margins such that the carrying amount of its goodwill is not impaired. In performing the step one analysis for *The Dallas Morning News*, management also considered the sensitivity of its assumptions to additional risk and concluded that the step one analysis would continue to not indicate impairment with more conservative inputs. However, due to the relative size of the carrying amount and estimated fair value of *The Providence Journal*, its margins were impacted such that the carrying amount of the reporting unit exceeded its estimated fair value. Therefore, the Company performed the second step of the goodwill impairment analysis, which involves calculating the implied impairment of goodwill for *The Providence Journal*. The second step involved allocating the estimated fair value of the operating unit to all of its assets and liabilities, except goodwill, and comparing the residual fair value to the carrying amount of goodwill of *The Providence Journal*. During the first quarter of 2009, the Company determined the goodwill related to *The Providence Journal* was impaired and recorded a non-cash goodwill impairment charge of $80,940. After recording the impairment charge, no goodwill remained related to *The Providence Journal.*

A summary of the changes in the Company's recorded goodwill is below:

	Total Goodwill	*The Dallas Morning News*	*The Providence Journal*	*The Press-Enterprise*
Balance at December 31, 2008	$ 105,522	$ 24,582	$ 80,940	$ —
Goodwill impairment	(80,940)	—	(80,940)	—
Balance at September 30, 2009	24,582	24,582	—	—

(13) On January 30, 2009, the Company entered into an amendment and restatement of its existing Credit Agreement dated as of February 4, 2008 with JP Morgan Chase Bank, N.A., J.P. Morgan Securities Inc., Banc of America Securities LLC, Bank of America, N.A. and certain other lenders party thereto (the "Amended and Restated Credit Agreement"). The Amended and Restated Credit Agreement was effective as of January 30, 2009 and matures April 30, 2011. The Amended and Restated Credit Agreement provides for a $50,000 working capital facility that is subject to a borrowing base. Among other matters, the Amended and Restated Credit Agreement creates an asset-based revolving credit facility secured by the Company's accounts receivable, inventory, specified real property and other assets; sets pricing at the London Interbank Offered Rate ("LIBOR") plus 375 basis points; establishes minimum quarterly adjusted EBITDA covenant requirements in 2009; establishes a fixed charge coverage ratio in 2010 of 1.0 to 1.0; allows capital expenditures and investments of up to $16,000 per year in total; allows the Company to pay dividends when the Company's fixed charge coverage ratio exceeds 1.2 to 1.0 and the aggregate availability under the credit facility exceeds $15,000; and contains other covenants and restrictions, including those which have limitations on indebtedness, liens, and asset sales. Adjusted EBITDA means, for any period, net income for such period plus (a) without duplication and to the extent deducted in determining net income for such period, the sum of (i) interest expense for such period, (ii) income tax expense for such period, (iii) all amounts attributable to depreciation and amortization expense for such period, (iv) any extraordinary or non-recurring non-cash charges or expenses for such period, (v) any other non-cash charges for such period including, without limitation, any non-cash stock-based compensation expenses for such period, and (vi) restructuring costs in an amount not to exceed $10,000 minus (b) without duplication and to the extent included in net income, (i) any cash payments made during such period in respect of non-cash charges described in clause (a)(v) taken in a prior period and (ii) any extraordinary gains and any non-cash items of income for such period, all calculated for the Company and its subsidiaries on a consolidated basis in accordance with generally accepted accounting principles, ("GAAP"). In connection with the Amended and Restated Credit Agreement, the Company and each of specified subsidiaries entered into an Amended and Restated Pledge and Security Agreement granting a security interest in substantially all personal property and other assets now owned or thereafter acquired. In addition, the Amended and Restated Credit Agreement requires certain of the Company's subsidiaries to enter into mortgages or deeds of trust granting liens on certain specified real property. Under the revolving credit facility, the Company must meet the minimum adjusted EBITDA covenants as outlined below:

For the 12 months ended September 30, 2009:	$15,000
For the 12 months ended December 31, 2009:	$22,500

The Company was in compliance with the minimum adjusted EBITDA covenant at September 30, 2009.

Compliance with the minimum adjusted EBITDA and other financial covenants depends on the Company's financial condition and results of operations, which are subject to a number of factors, including current and future economic conditions. Based on the Company's projections for the remainder of fiscal year 2009, which incorporate the Company's assessment of current economic conditions, the projections currently indicate that the Company should be able to meet these financial covenants throughout fiscal year 2009. These projections are based on revenue and expense estimates for the remainder of 2009 and include the implementation of continuing expense savings initiatives, as well as other expense and revenue expectations for the remainder of fiscal year 2009. However, there can be no assurance of the Company's ability to meet these projections, achieve the performance estimates or assumptions underlying these projections or these financial covenants.

Throughout 2008 and the first nine months of 2009, the economy has experienced disruptions resulting from the sub-prime mortgage crisis and general credit market conditions in the United States. The full effect that these disruptions will have on the Company's results as well as their length and ultimate severity are difficult to predict. Should these or other economic conditions worsen or persist for an extended time, the Company's results could be materially adversely affected. Due to the dynamic nature of assumptions used in estimating the Company's financial results and the Company's inability to control the effect of the current economic conditions, actual results may differ materially from the Company's projections. Furthermore, the Company's results may be affected by continued economic and political developments and those effects could be material to the consolidated financial statements.

If the current economic environment causes advertising revenues to decline more than currently anticipated, if other parts of our business experience adverse effects, or if our expense-saving initiatives prove insufficient, then we may not be able to meet these financial covenants. Absent a waiver from the Amended and Restated Credit Agreement lenders, not meeting these financial covenants will result in an event of default under the Amended and Restated Credit Agreement. Upon the occurrence of an event of default, the Amended and Restated Credit Agreement lenders could elect to terminate all commitments to extend further credit and declare all amounts outstanding to be immediately due and payable.

The Company's ability to borrow under the Amended and Restated Credit Agreement depends on a borrowing base determined from a formula based on the levels of our accounts receivable and inventory. If our accounts receivable and inventory are insufficient (including, with respect to accounts receivable, as a result of decreased revenues), then we may be unable to borrow under the Amended and Restated Credit Agreement notwithstanding compliance with the Amended and Restated Credit Agreement's financial covenants. Notes payable at September 30, 2009 and December 31, 2008 consist of the following:

	September 30, 2009	*December 31, 2008*
Current maturity of revolving notes	$—	$10,000

(14) Management has determined that the fair value of the Company's financial instruments which include cash and cash equivalents, accounts receivable, cost method investments, accounts payable and notes payable approximate their carrying values as of September 30, 2009 and December 31, 2008 primarily due to the short-term nature, and/or the variable interest rates associated with such instruments.

(15) The total number of authorized shares of common stock is 125,000,000 shares. The Company has two series of common stock outstanding, Series A and Series B, each with a par value of $0.01 per share. The Series A and Series B shares are identical except as noted herein. Series B shares are entitled to 10 votes per share on all matters submitted to a vote of shareholders, while the Series A shares are entitled to one vote per share. Series B shares are convertible at any time on a one-for-one basis into Series A shares but Series A shares are not convertible into Series B shares. Shares of The Company's Series A common stock are traded on the New York Stock Exchange (NYSE symbol: AHC). There is no established public trading market for shares of Series B common stock. Transferability of the Series B shares is limited to family members and affiliated entities of the holder. Upon any other type of transfer, the Series B shares automatically convert into Series A shares.

(16) Management has evaluated the period from September 30, 2009 to November 13, 2009, the date the financial statements were issued, for recognizable and reportable subsequent events.

(17) In June 2009, the Financial Accounting Standards Board ("FASB") issued "The FASB Accounting Standards Codification™ and the Hierarchy of Generally Accepted Accounting Principles," which establishes the FASB Accounting Standards Codification™ (the "Codification") as the source of authoritative US GAAP recognized by the FASB to be applied to nongovernmental entities. Rules and interpretive releases of the Securities and Exchange Commission ("SEC") under authority of federal securities laws are also included in the Codification as sources of authoritative US GAAP for SEC registrants. The Codification is effective for financial statements issued for interim and annual periods ending after September 15, 2009. The Company implemented the Codification in its Form 10-Q for the quarter ended September 30, 2009. The adoption of the Codification did not affect reported results of operations, financial condition or cash flows.

Table of Contents

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations (dollars in thousands, except per share amounts)

The following information should be read in conjunction with the Company's Condensed Consolidated Financial Statements and related Notes filed as part of this report.

Overview

A. H. Belo Corporation, headquartered in Dallas, Texas, is a distinguished news and information company that owns and operates three daily newspapers and 12 associated Web sites. A. H. Belo publishes *The Dallas Morning News*, Texas' leading newspaper; *The Providence Journal*, the oldest major daily newspaper of general circulation and continuous publication in the U.S.; and *The Press-Enterprise* (Riverside, CA), serving southern California's Inland Empire region. These newspapers produce extensive local, state, national and international news. In addition, the Company publishes various specialty publications targeting niche audiences, young adults and the fast-growing Hispanic market. A. H. Belo also owns direct mail and commercial printing businesses.

The Company intends for the discussion of its financial condition and results of operations that follows to provide information that will assist in understanding A. H. Belo's financial statements, the changes in certain key items in those statements from period to period and the primary factors that accounted for those changes, as well as how certain accounting principles, policies and estimates affect the Company's financial statements.

Results of Operations

(Dollars in thousands, except per share amounts)

Consolidated Results of Operations

	Three months ended September 30,			*Nine months ended September 30,*		
	2009	*Percentage Change*	*2008*	*2009*	*Percentage Change*	*2008*
Net operating revenues	$ 126,867	(17.5)%	$ 153,833	$ 382,865	(19.8)%	$ 477,275
Operating costs and expenses	143,772	(19.8)%	179,217	507,299	(2.2)%	518,645
Other income (expense), net	29	137.7%	(77)	(440)	(78.5)%	(2,046)
Loss before income taxes	(16,876)	(33.7)%	(25,461)	(124,874)	187.6%	(43,416)
Income tax expense (benefit)	(11,110)	(35.4)%	(8,203)	(8,970)	37.0%	(14,243)
Net loss	$ (5,766)	(66.6)%	$ (17,258)	$ (115,904)	297.3%	$ (29,173)

The table below presents the components of net operating revenues for the three and nine months ended September 30, 2009 and 2008, respectively:

Revenues

	Three months ended September 30,			*Nine months ended September 30,*		
	2009	*Percentage Change*	*2008*	*2009*	*Percentage Change*	*2008*
Advertising	$ 83,816	(27.0)%	$ 114,811	$ 260,638	(28.5)%	$ 364,575
Circulation	35,228	11.6%	31,563	100,208	10.2%	90,943
Other	7,823	4.9%	7,459	22,019	1.2%	21,757
Net operating revenues	$ 126,867	(17.5)%	$ 153,833	$ 382,865	(19.8)%	$ 477,275

Advertising revenues accounted for 66.1 and 68.1 percent of total revenues for the three and nine months ended September 30, 2009, respectively, compared to 74.6 and 76.4 percent for the same periods in the prior year. Circulation revenues accounted for 27.8 and 26.2 percent of total revenues for the three and nine months ended September 30, 2009, respectively, compared to 20.5 and 19.1 percent for the same periods in the prior year. Total revenue decreased 17.5 and 19.8 percent for the three and nine months ended September 30, 2009, respectively, versus the same periods in the prior year.

The Company's revenues were adversely affected by economic pressures. Advertising expense budgets tend to be reduced more than other expenses in times of economic uncertainty or a recession. The continued economic slowdown adversely affected advertising demand and the Company's business, financial condition and results of operations. Total advertising revenue, including print and Internet revenue, was down 27.0 and 28.5 percent for the three and nine months ended September 30, 2009, respectively, when compared to the same periods last year. Retail advertising revenue was down 29.7 and 26.1 percent, general advertising revenue was down 7.3 and 20.8 percent, and classified advertising revenue (exclusive of Internet revenue) was down 40.6 and 43.4 percent for the three and nine month periods, respectively. *The Dallas Morning News*, *The Press-Enterprise* and *The Providence Journal* experienced declines in substantially all advertising categories that are included in retail, general and classified. *The Dallas Morning News*' advertising revenues were down 24.5 and 27.8 percent for the three and nine months ended September 30, 2009, respectively, when compared to the same periods in the prior year. *The Press-Enterprise*'s advertising revenues were down 28.3 and 26.8 percent for the three and nine months ended September 30, 2009, respectively, when compared to the same periods in the prior year. *The Providence Journal*'s advertising revenues were down 33.1 and 32.0 percent for the three and nine months ended September 30, 2009, respectively, when compared to the same periods in the prior year. The Company had $9,696 and $28,724 in Internet revenue for the three and nine months ended September 30, 2009, respectively, which accounted for 7.6 and 7.5 percent of total revenues, respectively. Compared to the prior year, Internet revenues decreased 15.0 and 48.2 percent for the three and nine months ended September 30, 2009, respectively. Decreases in Internet revenues resulted from declines in auto, employment and real estate classifieds, which depend on upsells from the same print categories. Internet ad revenue, exclusive of classified revenue, increased 21.9 and 6.6 percent for the three and nine months ended September 30, 2009, respectively, when compared to the same periods in the prior year.

Circulation revenue increased 11.6 and 10.2 percent for the three and nine months ended September 30, 2009, respectively, primarily due to single-copy and home delivery price increases and less discounting.

Other revenue increased 4.9 and 1.2 percent for the three and nine months ended September 30, 2009, respectively.

Operating Costs and Expenses

The Company's operating costs and expenses decreased $35,445, or 19.8 percent, and $11,346, or 2.2 percent, for the three and nine months ended September 30, 2009, respectively, compared to the same periods in the prior year. The decreases for the three and nine months ended September 30, 2009 were due to decreases in all operating expense categories except asset impairment and goodwill impairment. Salaries, wages and employee benefits decreased $26,136 and $54,626 for the three and nine months ended September 30, 2009, respectively, due to restructuring initiatives undertaken during 2008 and the first quarter of 2009 that included headcount reductions. Other production, distribution and operation costs decreased $11,848 and $27,030 for the three and nine months ended September 30, 2009, respectively, when compared to the same periods in 2008. This decrease is related to decreases in distribution expense, outside services and outside solicitation expense. Newsprint, ink and other supplies decreased $11,221 and $21,885 for the three and nine months ended September 30, 2009, respectively, when compared to the same periods in 2008. This decrease is related to a decrease in newsprint consumed. During the three and nine months ended September 30, 2009, the Company's publishing operations used approximately 16,009 and 54,468 metric tons of newsprint, respectively, at an average cost of $685 and $689 per ton, respectively. Consumption of newsprint for the same periods in 2008 was approximately 26,830 and 85,929 metric tons, respectively, at an average cost of $684 and $650 per metric ton, respectively. During the three months ended September 30, 2009, the Company recorded an asset impairment charge at *The Dallas Morning News* of $20,000, related to the impairment of the South Plant. See Note 11 for additional information related to the impairment of the South Plant. During the nine months ended September 30, 2009, the Company recorded a goodwill impairment charge at *The Providence Journal* of $80,940 and in addition to the $20,000 South Plant impairment, recorded an additional asset impairment charge of $1,749 at *The Dallas Morning News.* Depreciation expense decreased $1,705 and $5,958 for the three and nine months ended September 30, 2009, respectively, when compared to the same periods in 2008. This decrease is primarily due to lower depreciable assets in service.

Interest Expense

Interest expense increased $159 or 305.8 percent during the three months ended September 30, 2009 compared to the prior year period. This increase is related to borrowing under the Company's credit facility. Interest expense decreased $2,481 or 75.6 percent for the nine months ended September 30, 2009. This decrease is related to the reduction in borrowings from Belo Corp. As of February 8, 2008, in connection with the Distribution of the Company, Belo Corp. contributed to the capital of A. H. Belo and its subsidiaries the net intercompany indebtedness owed to Belo by A. H. Belo and its subsidiaries or assigned indebtedness to the Company. This effectively settled A. H. Belo's notes payable balances owed to Belo. As a result, no interest expense for these notes was accrued after February 8, 2008.

Other Income, Net

Other income, net increased $265 for the three months ended September 30, 2009 and decreased $875 for the nine months ended September 30, 2009 compared to the same periods in 2008. This decrease for the nine months ended September 30, 2009 is primarily related to a write down of investments of $1,000.

Income Taxes

Income tax expense decreased approximately $2,907 for the three months ended September 30, 2009, and increased approximately $5,273 for the nine months ended September 30, 2009 compared to the same periods in 2008. The tax benefit for the three and nine months ended September 30, 2009, is primarily attributable to tax expense incurred related to the Texas margin tax and Rhode Island state income tax offset by an $11,978 benefit from the reversal of the valuation allowance associated with the Company's 2008 net operating loss. In accordance with the amended tax matters agreement, on September 24, 2009, Belo amended a previously filed tax return to generate an $11,978 federal income tax refund. See Note 8 for additional information related to the amended tax matters agreement. This refund was received by Belo in the fourth quarter of 2009. Correspondingly, A. H. Belo reversed the associated valuation allowance on its deferred tax assets related to the net operating losses carried-back by Belo, resulting in an $11,978 million tax benefit for A. H. Belo. As a result of filing the amended return, the more likely than not threshold for recognition was met in order to recognize this deferred tax asset.

The Company projects a current year taxable net operating loss. Net operating losses can be carried forward to offset future taxable income. The Company's net operating loss carry forwards will begin to expire in the years 2029 and 2030 if not utilized. The applicable accounting guidance places a threshold for recognition of deferred tax assets. Based on the criteria established by the applicable accounting guidance, the Company established a valuation allowance against the deferred tax assets originating in the three and nine months ended September 30, 2009, as it is more likely than not that the benefit resulting from these net operating loss carry forwards will not be realized. The factors used to assess the likelihood of realization of the deferred tax asset include reversal of future deferred tax liabilities, available tax planning strategies, and future taxable income. Any reversal relating to the valuation allowance will be recorded as a reduction of income tax expense.

Liquidity and Capital Resources

Operating Cash Flows

Net cash provided by operations was $15,885 for the nine months ended September 30, 2009 compared to net cash provided by operations of $25,432 for the same period last year. The changes in cash flows from operations were caused primarily by the increased net loss and changes in normal working capital requirements.

The Company believes its current financial condition and committed credit facilities are adequate to fund its current obligations.

Investing Cash Flows

Net cash flows used for investing activities were $4,994 for the nine months ended September 30, 2009 compared to $14,354 for the same period in 2008. The decrease reflects capital spending of $7,833 for the first nine months of 2009 compared to $14,033 during the same period of 2008. This decrease in capital spending is primarily due to lower capital expenditures, as part the Company's overall cost reduction initiatives. Investing activities also include proceeds received from the sale of real property and capital distributions from two investments.

Financing Cash Flows

There was $10,000 of cash used in financing activities for the nine months ended September 30, 2009 compared to $240 used in financing activities during the same period in 2008. The cash used in 2009 was to reduce the outstanding amount under the Company's credit facility. The cash used in 2008 was related to the payment of a dividend to shareholders partially offset by increases in borrowing under the Company's Credit Agreement.

On January 30, 2009, the Company entered into an amendment and restatement of its existing Credit Agreement dated as of February 4, 2008 with JP Morgan Chase Bank, N.A., J.P. Morgan Securities Inc., Banc of America Securities LLC, Bank of America, N.A. and certain other lenders party thereto (the "Amended and Restated Credit Agreement"). The Amended and Restated Credit Agreement was effective as of January 30, 2009 and matures April 30, 2011. The Amended and Restated Credit Agreement provides for a $50,000 working capital facility that is subject to a borrowing base. Among other matters, the Amended and Restated Credit Agreement creates an asset-based revolving credit facility secured by the Company's accounts receivable, inventory, specified real property and other assets; sets pricing at LIBOR plus 375 basis points; establishes minimum quarterly adjusted EBITDA covenant requirements in 2009; establishes a fixed charge coverage ratio in 2010 of 1.0 to 1.0; allows capital expenditures and investments of up to $16,000 per year in total; allows the Company to pay dividends when the Company's fixed charge coverage ratio exceeds 1.2 to 1.0 and the aggregate availability under the credit facility exceeds $15,000; and contains other covenants and restrictions, including those which have limitations on indebtedness, liens, and asset sales. Adjusted EBITDA means, for any period, net income for such period plus (a) without duplication and to the extent deducted in determining net income for such period, the sum of (i) interest expense for such period, (ii) income tax expense for such period, (iii) all amounts attributable to depreciation and amortization expense for such period, (iv) any extraordinary or non-recurring non-cash charges or expenses for such period, (v) any other non-cash charges for such period including, without limitation, any non-cash stock-based compensation expenses for such period, and (vi) restructuring costs in an amount not to exceed $10,000 minus (b) without duplication and to the extent included in net income, (i) any cash payments made during such period in respect of non-cash charges described in clause (a)(v) taken in a prior period and (ii) any extraordinary gains and any non-cash items of income for such period, all calculated for the Company and its subsidiaries on a consolidated basis in accordance with GAAP. In connection with the Amended and Restated Credit Agreement, the Company and each of specified subsidiaries entered into an Amended and Restated Pledge and Security Agreement granting a security interest in all personal property and other assets now owned or thereafter acquired. In addition, the Amended and Restated Credit Agreement requires certain of the Company's subsidiaries to enter into mortgages or deeds of trust granting liens on certain specified real property.

Under the revolving credit facility, the Company must meet the minimum adjusted EBITDA covenants as outlined below:

For the 12 months ended September 30, 2009:	$15,000
For the 12 months ended December 31, 2009:	$22,500

The Company was in compliance with the minimum adjusted EBITDA covenant at September 30, 2009.

Compliance with the minimum adjusted EBITDA and other financial covenants depends on the Company's financial condition and results of operations, which are subject to a number of factors, including current and future economic conditions. Based on the Company's projections for the remainder of fiscal year 2009, which incorporate the Company's assessment of current economic conditions, the projections currently indicate that the Company should be able to meet these financial covenants throughout fiscal year 2009. These projections are based on revenue and expense estimates for the remainder of 2009 and include the implementation of continuing expense savings initiatives, as well as other expense and revenue expectations for the remainder of fiscal year 2009. However, there can be no assurance of the Company's ability to meet these projections, achieve the performance estimates or assumptions underlying these projections or satisfy these financial covenants.

Throughout 2008 and the first nine months of 2009, the economy has experienced disruptions resulting from the sub-prime mortgage crisis and general credit market conditions in the United States. The full effect that these disruptions will have on the Company's financial results as well as their length and ultimate severity are difficult to predict. Should these or other economic conditions worsen or persist for an extended time, the Company's financial results could be materially adversely affected. Due to the dynamic nature of assumptions used in estimating the Company's financial results and the Company's inability to control the effect of the current economic conditions, actual results may differ materially from the Company's projections. Furthermore, the Company's results may be affected by continued economic and political developments and those effects could be material to the consolidated financial statements.

If the current economic recession causes advertising revenues to decline more than currently anticipated, if other parts of our business experience adverse effects, or if our expense saving initiatives prove insufficient, then we may not be able to meet these financial covenants. Absent a waiver from the Amended and Restated Credit Agreement lenders, not meeting these financial covenants will result in an event of default under the Amended and Restated Credit Agreement. Upon the occurrence of an event of default, the Amended and Restated Credit Agreement lenders could elect to terminate all commitments to extend further credit and declare all amounts outstanding to be immediately due and payable.

The Company's ability to borrow under the Amended and Restated Credit Agreement depends on a borrowing base determined from a formula based on the levels of our accounts receivable and inventory. If our accounts receivable and inventory are insufficient (including, with respect to accounts receivable, as a result of decreased revenues), then we may be unable to borrow under the Amended and Restated Credit Agreement notwithstanding compliance with the Amended and Restated Credit Agreement's financial covenants.

Under the employee matters agreement between the Company and Belo, the Company is obligated to reimburse Belo for 60 percent of each contribution Belo makes to the Pension Plan. Future contribution obligations could range between $17,100 and $91,000. While the Company has recorded a liability to reflect the minimum amount in this range, the amount of future payments related to future contributions is uncertain. An increase in the amount of future payments related to future contributions may negatively impact the Company's long-term liquidity. The Company does not believe that the amount of future payments related to future contributions will affect short-term liquidity.

Forward-Looking Statements

Statements in this communication concerning A. H. Belo Corporation's business outlook or future economic performance, anticipated financial performance, revenues, expenses, dividends, capital expenditures, investments, impairments, future financings, and other financial and non-financial items that are not historical facts, are "forward-looking statements" as the term is defined under applicable federal securities laws. Forward-looking statements are subject to risks, uncertainties and other factors that could cause actual results to differ materially from those statements.

Such risks, uncertainties and factors include, but are not limited to, general economic conditions, changes in capital market conditions and prospects, and other factors such as changes in advertising demand, interest rates, and newsprint prices; newspaper circulation trends and other circulation matters, including changes in readership patterns and demography, and audits and related actions by the Audit Bureau of Circulations; challenges in achieving expense reduction goals, and on schedule, and the resulting potential effects on operations; technological changes; development of Internet commerce; industry cycles; changes in pricing or other actions by competitors and suppliers; regulatory, tax and legal changes; adoption of new accounting standards or changes in existing accounting standards by the Financial Accounting Standards Board or other accounting standard-setting bodies or authorities; the effects of Company acquisitions, dispositions, co-owned ventures, and investments; significant armed conflict; and other factors beyond our control, as well as other risks described in the Company's Annual Report on Form 10-K for the year ended December 31, 2008, and other public disclosures and filings with the SEC.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Other than as disclosed, there have been no material changes in A. H. Belo's exposure to market risk from the disclosure included in the Annual Report on Form 10-K for the year ended December 31, 2008.

Item 4T. Controls and Procedures

During the three months ended September 30, 2009, there were no changes in A. H. Belo's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

The Company carried out an evaluation under the supervision and with the participation of the Company's management, including the Company's Chairman of the Board, President and Chief Executive Officer and the Senior Vice President/Chief Financial Officer, of the effectiveness of the Company's disclosure controls and procedures, as of the end of the period covered by this report. Based upon that evaluation, the Chairman of the Board, President and Chief Executive Officer and the Senior Vice President/Chief Financial Officer concluded that, as of the end of the period covered by this report, the Company's disclosure controls and procedures were effective such that information relating to the Company (including its consolidated subsidiaries) required to be disclosed in the Company's SEC reports (1) is recorded, processed, summarized and reported within the time periods specified in the SEC rules and forms and (2) is accumulated and communicated to the Company's management, including the Chairman of the Board, President and Chief Executive Officer and Senior Vice President/Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

PART II.

Item 1. Legal Proceedings

On August 23, 2004, August 26, 2004 and October 5, 2004, three related lawsuits, later consolidated, were filed by purported shareholders of Belo in the United States District Court for the Northern District of Texas against Belo, Robert W. Decherd, and Barry T. Peckham, a former executive officer of *The Dallas Morning News*, arising out of the circulation overstatement at *The Dallas Morning News.* James M. Moroney III was added later as a defendant. The plaintiffs sought to represent a purported class of shareholders who purchased Belo common stock between May 12, 2003 and August 6, 2004, and alleged violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934. Under the terms of the February 8, 2008 separation and distribution agreement between the Company and Belo, the two companies agreed to share equally in any liability, net of any applicable insurance, resulting from the consolidated lawsuit. On April 2, 2008, the District Court denied plaintiffs' motion for class certification.. On August 12, 2009, the United States Court of Appeals for the Fifth Circuit affirmed the District Court's denial of class certification. On November 9, 2009, Belo and the other parties to the consolidated the lawsuit settled the lawsuit on terms that the Company considers favorable, without payment of any settlement amount that is material to the Company.

In addition to the matters previously disclosed (see Note 7 to the Condensed Consolidated Financial Statements in Part I, Item 1), for which there are no material developments to report except as described in the immediately preceding paragraph, a number of other legal proceedings are pending against the Company, including several actions for alleged libel and/or defamation. In the opinion of management, liabilities, if any, arising from these other legal proceedings would not have a material adverse effect on the consolidated results of operations, liquidity or financial position of the Company.

Item 1A. Risk Factors

There have been no material changes from the risk factors disclosed under the heading "Risk Factors" in Item 1A of our 2008 Annual Report on Form 10-K.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Issuer Purchases of Equity Securities

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Submission of Matters to a Vote of Security Holders

None.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibits marked with an asterisk (*) are incorporated by reference to documents previously filed by the Company with the Securities and Exchange Commission, as indicated. All other documents are filed with this report. Exhibits marked with a tilde (~) are management contracts, compensatory plan contracts or arrangements filed pursuant to Item 601(b)(10)(iii)(A) of Regulation S-K.

Exhibit Number		Description
2.1	*	Separation and Distribution Agreement by and between Belo Corp. and A. H. Belo Corporation dated as of February 8, 2008 (Exhibit 2.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 12, 2008 (Securities and Exchange Commission File No. 001-33741) (the "February 12, 2008 Form 8-K"))
3.1	*	Amended and Restated Certificate of Incorporation of the Company (Exhibit 3.1 to Amendment No. 3 to the Company's Form 10 dated January 18, 2008 (Securities and Exchange Commission File No. 001-33741) (the "Third Amendment to Form 10"))
3.2	*	Certificate of Designations of Series A Junior Participating Preferred Stock of the Company dated January 11, 2008 (Exhibit 3.2 to Post-Effective Amendment No. 1 to Form 10 dated January 31, 2008 (Securities and Exchange Commission File No. 001-33741))
3.3	*	Amended and Restated Bylaws of the Company, effective January 11, 2008 (Exhibit 3.3 to the Third Amendment to Form 10)
4.1		Certain rights of the holders of the Company's Common Stock are set forth in Exhibits 3.1-3.3 above
4.2	*	Specimen Form of Certificate representing shares of the Company's Series A Common Stock (Exhibit 4.2 to the Third Amendment to Form 10)
4.3	*	Specimen Form of Certificate representing shares of the Company's Series B Common Stock (Exhibit 4.3 to the Third Amendment to Form 10)
4.4	*	Rights Agreement dated as of January 11, 2008 between the Company and Mellon Investor Services LLC (Exhibit 4.4 to the Third Amendment to Form 10)
10.1		Financing agreements:
		(1)* Credit Agreement dated as of February 4, 2008 among the Company, as Borrower, JPMorgan Chase, N.A., as Administrative Agent, JPMorgan Securities Inc. and Banc of America Securities LLC, as Joint Lead Arrangers and Bookrunners, Bank of America, N.A., as Syndication Agent, SunTrust Bank and Capitol One Bank, N.A. as Co-Documentation Agents (Exhibit 99.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 5, 2008 (Securities and Exchange Commission File No. 001-33741))
		(2)* First Amendment and Waiver to the Credit Agreement dated as of October 23, 2008 (Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on October 24, 2008 (Securities and Exchange Commission File No. 001-33741))
		(3)* Amended and Restated Credit Agreement dated as of January 30, 2009, (Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 2, 2009 (Securities and Exchange Commission File No. 001-33741) (the "February 2, 2009 Form 8-K"))
		(4)* Amended and Restated Pledge and Security Agreement dated as of January 30, 2009 (Exhibit 10.2 to the February 2, 2009 From 8-K)
		(5) First Amendment to the Amended and Restated Credit Agreement dated as of August 18, 2009.
10.2		Compensatory plans:
	~	(1)* A. H. Belo Corporation Savings Plan (Exhibit 10.4 to the February 12, 2008 Form 8-K)
		* (a) First Amendment to the A. H. Belo Savings Plan dated September 23, 2008 (Exhibit 10.2(1)(A) to the

Exhibit Number	Description
	Company's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 14, 2008 (Securities and Exchange Commission File No. 001-33741))
	*(b) Second Amendment to the A. H. Belo Savings Plan effective March 27, 2009 (Exhibit 10.1 to the Company's Current Report on From 8-K filed with the Securities and Exchange Commission on April 2, 2009 (Securities and Exchange Commission File No. 001-33741) (the "April 2, 2009 Form 8-K"))
	*(c) Third Amendment to the A. H. Belo Savings Plan effective March 31, 2009 (Exhibit 10.2 to the April 2, 2009 Form 8-K)
	*(d) Fourth Amendment to the A. H. Belo Savings Plan dated September 10, 2009, (Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 10, 2009 (Securities and Exchange Commission File No. 001-33741))
~	(2)* A. H. Belo Corporation 2008 Incentive Compensation Plan (Exhibit 10.5 to the February 12, 2008 Form 8-K)
	*(a) First Amendment to A. H. Belo 2008 Incentive Compensation Plan effective July 23, 2008 (Exhibit 10.2(2)(A) to the Company's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on August 14, 2008 (Securities and Exchange Commission File No. 001-33741))
	*(b) Form of A. H. Belo 2008 Incentive Compensation Plan Non-Employee Director Evidence of Award (Exhibit 10.2(2)(A) to the Company's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on May 15, 2008 (Securities and Exchange Commission File No. 001-33741) (the "First Quarter 2008 Form 10-Q"))
	*(c) Form of A. H. Belo 2008 Incentive Compensation Plan Evidence of Award (for Employee Awards) (Exhibit 10.2(2)(B) to the First Quarter 2008 Form 10-Q)
~	(3)* A. H. Belo Pension Transition Supplement Restoration Plan effective January 1, 2008 (Exhibit 10.6 to the February 12, 2008 Form 8-K)
	*(a) First Amendment to the A. H. Belo Pension Transition Supplement Restoration Plan dated March 31, 2009 (Exhibit 10.4 to the April 2, 2009 From 8-K)
~	(4)* A. H. Belo Corporation Change In Control Severance Plan (Exhibit 10.7 to the February 12, 2008 Form 8-K)
	*(a) Amendment to the A. H. Belo Change in Control Severance Plan dated March 31, 2009 (Exhibit 10.3 to the April 2, 2009 Form 8-K)
10.3	Agreements relating to the Distribution of A. H. Belo:
	(1)* Tax Matters Agreement by and between Belo Corp. and A. H. Belo Corporation dated as of February 8, 2008 (Exhibit 10.1 to the February 12, 2008 Form 8-K)
	* (a) First Amendment to Tax Matters Agreement by and between Belo Corp. and A. H. Belo Corporation dated September 14, 2009 (Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 15, 2009 (Securities and Exchange Commission file No. 00-00741))
	(2)* Employee Matters Agreement by and between Belo Corp. and A. H. Belo Corporation dated as of February 8, 2008 (Exhibit 10.2 to the February 12, 2008 Form 8-K)
	(3)* Services Agreement by and between Belo Corp. and A. H. Belo Corporation dated as of February 8, 2008 (Exhibit 10.3 to the February 12, 2008 Form 8-K)
	(4)* Separation and Distribution Agreement by and between Belo Corp. and A. H. Belo Corporation dated as of February 8, 2008 (See Exhibit 2.1 to the February 12, 2008 Form 8-K)

Table of Contents

Exhibit Number	Description
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32	Certification of Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

SIGNATURES

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

A. H. BELO CORPORATION

November 13, 2009

By: /s/ Alison K. Engel
Alison K. Engel
Senior Vice President/Chief Financial Officer and
Treasurer (Principal Financial Officer &
Principal Accounting Officer)

EXHIBIT INDEX

Exhibit Number	Description
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31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
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EXHIBIT 10.1

FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED CREDIT AGREEMENT ("Amendment"), dated as of August 18, 2009 (the "Effective Date"), is among A.H. BELO CORPORATION, THE PROVIDENCE JOURNAL COMPANY, PRESS-ENTERPRISE COMPANY, DENTON PUBLISHING COMPANY, DMI ACQUISITION SUB, INC., THE DALLAS MORNING NEWS, INC., and DFW PRINTING COMPANY, INC. (collectively, the "Borrowers"), the other Loan Parties party hereto, the Lenders party hereto, and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

RECITALS:

A. The Borrowers, the other Loan Parties, the Administrative Agent and the Lenders have entered into that certain Amended and Restated Credit Agreement dated as of January 30, 2009 (the "Credit Agreement"), pursuant to which the Lenders have provided certain credit facilities to the Borrowers.

B. Effective July 20, 2009, The Providence Journal Company sold all of the Equity Interests issued by Rhode Island Monthly Communications, Inc. and, as a result, Rhode Island Monthly Communications, Inc. is no longer a Loan Party.

C. Subject to the limitations and satisfaction of the conditions set forth herein, the Administrative Agent and the Lenders hereby agree to amend the Credit Agreement as specifically provided herein.

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

ARTICLE 1

Definitions

Section 1.1 Definitions. Term defined by the Credit Agreement, where used in this Amendment, to the extent not otherwise defined herein shall have the same meanings as are prescribed by the Credit Agreement.

ARTICLE 2

Amendment

Section 2.1 Amendment to Section 6.05 of the Credit Agreement. Effective as of the Effective Date, clause (j) of Section 6.05 of the Credit Agreement is amended and restated to read in its entirety as follows:

> (j) disposition of real property assets located in Arlington, Texas owned by DFW Printing Company provided the Borrowers receive no less than $1,000,000 in Net Proceeds from such disposition and such Net Proceeds are applied in accordance with

Section 2.11 hereto and no Default or Event of Default exists or would result from such disposition;

ARTICLE 3

Miscellaneous

Section 3.1 Ratifications. Each of the Loan Parties agrees that the terms and provisions of the Credit Agreement and the other Loan Documents are ratified and confirmed and shall continue in full force and effect after giving effect to this Amendment. Each of the Loan Parties, the Administrative Agent and the Lenders agrees that the Credit Agreement as amended hereby and the other Loan Documents shall continue to be legal, valid, binding, and enforceable in accordance with their respective terms.

Section 3.2 Representations and Warranties. Each Loan Party hereby represents and warrants to the Administrative Agent and the Lenders that, as of the date of and after giving effect to this Amendment, (a) the execution, delivery, and performance of this Amendment and any and all other documents and/or delivered in connection herewith have been authorized by all requisite action on the part of such Loan Party and will not violate such Loan Party's organizational or governing document, (b) the representations and warranties contained in the Credit Agreement and in the other Loan Documents are true and correct on and as of the date hereof, in all material respects, as if made again on and as of the date hereof except for such representations and warranties limited by their terms to a specific date, (c) after giving effect to this Amendment, no Default or Event of Default exists; and (d) the articles of incorporation, bylaws, and other governing documents that are attached to each Loan Parties' respective officer's certificates dated as of January 30, 2009 have not been modified or rescinded and remain in full force and effect.

Section 3.3 Survival of Representations and Warranties. All representations and warranties made in this Amendment, the Credit Agreement, or any other Loan Document, including any other Loan Document furnished in connection with this Amendment, shall survive the execution and delivery of this Amendment, and no investigation by the Administrative Agent or any Lender, or any closing, shall affect the representations and warranties or the right of the Administrative Agent and the Lenders to rely upon them.

Section 3.4 Reference to Credit Agreement. The Credit Agreement and each of the other Loan Documents, and any and all other agreements, documents, or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Credit Agreement as amended hereby, are hereby amended so that any reference in such agreements, documents, and instruments, whether direct or indirect, shall mean a reference to the Credit Agreement as amended hereby. When effective pursuant to Section 3.13 hereof, this Amendment shall be a Loan Document.

Section 3.5 Severability. Any provision of this Amendment held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Amendment and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.

Section 3.6 Effect of Amendment. No consent or waiver, express or implied, by the Administrative Agent or any Lender to or for any breach of or deviation from any covenant, condition, or duty by any Loan Party shall be deemed a consent or waiver to or of any other breach of the same or any other covenant, condition, or duty. Each of the Loan Parties (individually, a "Subject Loan Party") hereby (a) consents to the execution and delivery of this Amendment by the other Loan Parties, (b) agrees that this Amendment shall not limit or diminish the obligations of the Subject Loan Party under its certain Loan Documents delivered in connection with the Credit Agreement, executed or joined in by the Subject

Loan Party and delivered to the Administrative Agent, (c) reaffirms the Subject Loan Party's obligations under each of such Loan Documents, and (d) agrees that each of such Loan Documents remains in full force and effect and is hereby ratified and confirmed.

Section 3.7 Applicable Law. THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAW APPLICABLE TO NATIONAL BANKS.

Section 3.8 Successors and Assigns. This Amendment is binding upon and shall inure to the benefit of the Loan Parties, the Administrative Agent and the Lenders and their respective successors and assigns, except that no Loan Party may assign or transfer any of its respective rights or obligations hereunder without the prior written consent of the Administrative Agent and the Lenders.

Section 3.9 Counterparts. This Amendment may be executed in one or more counterparts, and on telecopy counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement.

Section 3.10 Headings. The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment. A telecopy or other electronic transmission of any executed counterpart shall be deemed valid as an original.

Section 3.11 Release. TO INDUCE THE ADMINISTRATIVE AGENT AND THE LENDERS TO AGREE TO THE TERMS OF THIS AMENDMENT, EACH OF THE LOAN PARTIES REPRESENTS AND WARRANTS THAT AS OF THE DATE OF THIS AMENDMENT THERE ARE NO CLAIMS OR OFFSETS AGAINST OR DEFENSES OR COUNTERCLAIMS TO SUCH LOAN PARTY'S OBLIGATIONS UNDER THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS, AND WAIVES ANY AND ALL SUCH CLAIMS, OFFSETS, DEFENSES, OR COUNTERCLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING PRIOR TO THE DATE OF THIS AMENDMENT AND RELEASES AND DISCHARGES THE ADMINISTRATIVE AGENT, THE LENDERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, AFFILIATES, AND ATTORNEYS (COLLECTIVELY THE "RELEASED PARTIES") FROM ANY AND ALL OBLIGATIONS, INDEBTEDNESS, LIABILITIES, CLAIMS, RIGHTS, CAUSES OF ACTION, OR DEMANDS WHATSOEVER, WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, IN LAW OR EQUITY, WHICH SUCH LOAN PARTY NOW HAS OR MAY HAVE AGAINST ANY RELEASED PARTY ARISING PRIOR TO THE DATE HEREOF AND FROM OR IN CONNECTION WITH THE CREDIT AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED THEREBY.

Section 3.12 Entire Agreement. THIS AMENDMENT AND ALL OTHER INSTRUMENTS, DOCUMENTS, AND AGREEMENTS EXECUTED AND DELIVERED IN CONNECTION WITH THIS AMENDMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THIS AMENDMENT, AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

Section 3.13 Required Lenders. Pursuant to Section 9.02 of the Credit Agreement, the Credit Agreement may be modified as provided in this Amendment with the agreement of the Required Lenders which means Lenders having Revolving Credit Exposure and unused Commitments representing more than 51.0% of the sum of the total Revolving Credit Exposure and unused Commitments (such percentage applicable to a Lender, herein such Lender's "Required Lender Percentage"). For purposes of determining the effectiveness of this Amendment, each Lender's Required Lender Percentage is set forth on Schedule 3.13 hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their duly authorized officers in several counterparts effective as of the Effective Date specified in the preamble hereof.

BORROWERS:

A.H. BELO CORPORATION

By: /s/ Alison K. Engel
Alison K. Engel,
Senior Vice President/Chief Financial Officer

THE DALLAS MORNING NEWS, INC.

By: /s/ Alison K. Engel
Alison K. Engel,
Treasurer/Assistant Secretary

DENTON PUBLISHING COMPANY

By: /s/ Alison K. Engel
Alison K. Engel,
Treasurer/Assistant Secretary

DFW PRINTING COMPANY, INC.

By: /s/ Alison K. Engel
Alison K. Engel,
Treasurer/Assistant Secretary

DMI ACQUISITION SUB, INC.

By: /s/ Alison K. Engel
Alison K. Engel,
Treasurer/Assistant Secretary

PRESS-ENTERPRISE COMPANY

By: /s/ Alison K. Engel
Alison K. Engel,
Treasurer/Assistant Secretary

THE PROVIDENCE JOURNAL COMPANY

By: /s/ Alison K. Engel
Alison K. Engel,
Treasurer/Assistant Secretary

OTHER LOAN PARTIES:

A.H. BELO MANAGEMENT SERVICES, INC.

By: /s/ Alison K. Engel
Alison K. Engel,
Treasurer/Assistant Secretary

AL DIA, INC.

By: /s/ Alison K. Engel
Alison K. Engel,
Treasurer/Assistant Secretary

THE BELO COMPANY

By: /s/ Julian H. Baumann, Jr.
Julian H. Baumann, Jr.,
Vice President/Assistant Secretary

BELO ENTERPRISES, INC.

By: /s/ Julian H. Baumann, Jr.
Julian H. Baumann, Jr.,
Vice President/Assistant Secretary

BELO INTERACTIVE, INC.

By: /s/ Alison K. Engel
Alison K. Engel,
Treasurer/Assistant Secretary

BELO INVESTMENTS II, INC.

By: /s/ Julian H. Baumann, Jr.
Julian H. Baumann, Jr.,
Vice President/Assistant Secretary

BELO TECHNOLOGY ASSETS, INC.

By: /s/ Alison K. Engel
Alison K. Engel,
Treasurer/Assistant Secretary

NEWS-TEXAN, INC.

By: /s/ Alison K. Engel
Alison K. Engel,
Treasurer/Assistant Secretary

PROVIDENCE HOLDINGS, INC.

By: /s/ Julian H. Baumann, Jr.
Julian H. Baumann, Jr.,
Vice President/Assistant Secretary

TDMN NEW PRODUCTS, INC.

By: /s/ Alison K. Engel
Alison K. Engel,
Treasurer/Assistant Secretary

TRUE NORTH REAL ESTATE LLC

By: A. H. Belo Corporation, its the sole member

By: /s/ Alison K. Engel
Alison K. Engel, Senior Vice President/
Chief Financial Officer

WASHINGTON STREET GARAGE CORPORATION

By: /s/ Alison K. Engel
Alison K. Engel,
Treasurer/Assistant Secretary

ADMINISTRATIVE AGENT AND LENDERS:

JPMORGAN CHASE BANK, N.A.,
individually, as a Lender, Administrative Agent,
Issuing Bank and Swingline Lender

By: /s/ Jeff A. Tompkins
Name: Jeff A. Tompkins
Title: Vice President

BANK OF AMERICA, N.A., as a Lender

By /s/ Christopher T. Ray
Name: Christopher T. Ray
Title: Senior Vice President

SUNTRUST BANK, as a Lender

By /s/ Nicholas Hahn
Name: Nicholas Hahn
Title: Director

CAPITAL ONE BANK, N.A., as a Lender

By /s/ Thomas W. Chiasson
Name: Thomas W. Chiasson
Title: Senior Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION, as a Lender

By ______________________
Name: ______________________
Title: ______________________

THE NORTHERN TRUST COMPANY, as a Lender

By /s/ Morgan A. Lyons
Name: Morgan A. Lyons
Title: Vice President

COMERICA BANK, as a Lender

By /s/ Sarah R. West
Name: Sarah R. West
Title: Vice President

THE BANK OF NEW YORK MELLON, as a Lender

By /s/ Lily A. Dastur
Name: Lily A. Dastur
Title: Vice President

AMEGY BANK, NATIONAL ASSOCIATION as a Lender

By /s/ Aaron Wade
Name: Aaron Wade
Title: Officer

US BANK NATIONAL ASSOCIATION, as a Lender

By /s/ Colleen McEvoy
Name: Colleen McEvoy
Title: Vice President

Exhibit 31.1

Section 302 Certification

I, Robert W. Decherd, Chairman of the Board, President and Chief Executive Officer of A. H. Belo Corporation, certify that:

1. I have reviewed this quarterly report on Form 10-Q of A. H. Belo Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 13, 2009

/s/ Robert W. Decherd

Robert W. Decherd
Chairman of the Board, President and
Chief Executive Officer

Exhibit 31.2

Section 302 Certification

I, Alison K. Engel, Senior Vice President/Chief Financial Officer of A. H. Belo Corporation, certify that:

1. I have reviewed this quarterly report on Form 10-Q of A. H. Belo Corporation;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 13, 2009

/s/ Alison K. Engel

Alison K. Engel
Senior Vice President/Chief Financial Officer

Exhibit 32

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of A. H. Belo Corporation (the “Company”) on Form 10-Q for the period ending September 30, 2009, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), the undersigned, Robert W. Decherd, Chairman of the Board, President and Chief Executive Officer of the Company, and Alison K. Engel, Senior Vice President/Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Robert W. Decherd

Robert W. Decherd
Chairman of the Board, President and Chief Executive Officer
November 13, 2009

/s/ Alison K. Engel

Alison K. Engel
Senior Vice President/Chief Financial Officer
November 13, 2009