

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): May 10, 2017

A. H. BELO CORPORATION
(Exact name of registrant as specified in its charter)

Commission file number: 1-33741

Delaware

(State or other jurisdiction of incorporation or organization)

38-3765318

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

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

(Address of principal executive offices, including zip code)

(214) 977-8222

(Registrant's telephone number, including area code)

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

Emerging growth company

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

(d) On May 11, 2017, the shareholders of A. H. Belo Corporation approved the A. H. Belo 2017 Incentive Compensation Plan, which is intended to replace the A. H. Belo 2008 Incentive Compensation Plan that expires in February 2018. The A. H. Belo 2017 Incentive Compensation Plan was filed as Exhibit I to the Company's Proxy Statement on Schedule 14A filed on March 28, 2017 (the "2017 Proxy Statement"), and is incorporated herein by reference. The vote results regarding the 2017 Incentive Compensation Plan are set forth in Item 5.07 below. The forms of Evidence of Grant for equity grants to be awarded under the 2017 Incentive Compensation Plan to Non-Employee Directors and to Employees are filed herewith as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference.

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

The 2017 Annual Meeting of Shareholders of A. H. Belo Corporation (the "Company" or "A. H. Belo") was held on May 11, 2017, in Dallas, Texas. The following are the final voting results and a brief description of each matter submitted to the Company's shareholders at that meeting. Each proposal is described in more detail in the Company's 2017 Proxy Statement, dated March 28, 2017.

Proposal 1: Election of Directors. The shareholders of the Company elected each of the three director nominees nominated by the Company's Board of Directors, as follows: John A. Beckert, Robert W. Decherd, and Tyree B. (Ty) Miller were elected as Class III directors and are eligible to serve a three-year term until the 2020 annual meeting.

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

<u>Director</u>	<u>Votes For</u>	<u>Withheld</u>	<u>Broker Non-Votes</u>
John A. Beckert	34,253,194	3,137,565	4,234,817
Robert W. Decherd	35,131,809	2,258,950	4,234,817
Tyree B. (Ty) Miller	34,151,391	3,239,368	4,234,817

Proposal 2: Ratification of the Appointment of Independent Registered Public Accounting Firm. The Company's shareholders ratified the appointment of KPMG LLP as the Company's independent registered public accounting firm for the year ending December 31, 2017 by the following vote:

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
40,699,576	916,389	9,611	0

Proposal 3: Resolution Approving the A. H. Belo 2017 Incentive Compensation Plan. The Company's shareholders approved the A. H. Belo 2017 Incentive Compensation Plan by the affirmative vote of a majority of the voting power represented at the annual meeting and entitled to vote:

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
28,043,312	9,264,425	83,022	4,234,817

Proposal 4: Approval of an Advisory Resolution regarding Executive Compensation (Say-on-Pay). The Company's shareholders approved the following advisory resolution by the affirmative vote of a majority of the voting power represented at the annual meeting and entitled to vote:

"RESOLVED, that the shareholders of A. H. Belo Corporation ("A. H. Belo" or the "Company") approve, on an advisory basis, the compensation of A. H. Belo's named executive officers as disclosed in the "Compensation Discussion and Analysis" section, the Summary Compensation Table and the related compensation tables, notes and narrative contained in the 2017 proxy statement."

The shareholder vote was as follows:

<u>For</u>	<u>Against</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
36,138,652	1,161,597	90,510	4,234,817

Proposal 5: Advisory Vote regarding the Frequency of Future Say-on-Pay Votes (Say-on-Frequency). The results of the shareholder advisory vote on the frequency of future say-on-pay votes were:

<u>One Year</u>	<u>Two Years</u>	<u>Three Years</u>	<u>Abstain</u>	<u>Broker Non-Votes</u>
9,520,076	531,722	27,242,744	96,217	4,234,817

The choice of every three years was approved by the Company's shareholders, having received the affirmative vote of more than a majority of the voting power represented at the annual meeting and entitled to vote on this proposal. In light of this result, the Company's Board of Directors has decided to conduct future advisory votes on executive compensation every three years. Accordingly, the next shareholder advisory say-on-pay vote is scheduled to be held at the Company's 2020 annual meeting of shareholders.

Item 8.01. Other Events.

On May 10, 2017, the Company's Board of Directors approved a third quarter 2017 dividend of \$0.08 per share. The dividend will be payable on September 1, 2017 to shareholders of record at the close of business on August 11, 2017. A copy of the announcement press release is furnished with this report as Exhibit 99.1.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

10.1 Form of Evidence of Grant under the 2017 ICP (Non-Employee Directors)

10.2 Form of Evidence of Grant under the 2017 ICP (Employees)

99.1 Press release issued by A. H. Belo Corporation on May 11, 2017

EXHIBIT INDEX

- 10.1 Form of Evidence of Grant under the 2017 ICP (Non-Employee Directors)
 - 10.2 Form of Evidence of Grant under the 2017 ICP (Employees)
 - 99.1 Press release issued by A. H. Belo Corporation on May 11, 2017
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**A. H. BELO 2017 INCENTIVE COMPENSATION PLAN
[FORM OF] NON-EMPLOYEE DIRECTOR EVIDENCE OF GRANT**

Director: <<Name>>
Date of Grant: <<Date>>

Under the terms of the A. H. Belo 2017 Incentive Compensation Plan (the "Plan"), you have been awarded the following time-based restricted stock unit (TBRSU) grant. This grant is effective on the Date of Grant set forth above and is subject to the applicable terms and conditions in the Plan, which are incorporated herein by reference. Your TBRSU grant is described below.

1. Time-Based Restricted Stock Units (TBRSU)

Number of TBRSU: #####

Vesting: 100% on the date of the Annual Meeting of Shareholders in
 [Month/Year] (*one year from date of grant*)

Payment date: Within 10 business days following the date of the Annual Meeting of
 Shareholders in [Year] (*3 years from date of grant*)

Form of payment: 60% in shares of A. H. Belo Corporation Series A Common Stock;
 40% in cash

Your right, if any, to payment with respect to your TBRSU upon your termination of service is set forth in the attached termination guidelines.

2. Change in Control

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

If you have any questions concerning this grant, please contact [Internal Contact] at [telephone number].

**Termination Guidelines for Stock Options and Restricted Stock Units
Granted to Non-Employee Directors**

Termination Reason	Restricted Stock Units (RSUs)	Stock Options
Voluntary Resignation	Vesting will be pro-rated based on actual service rendered. Payment is made on the normal payment date (3 years from Grant Date).	Unvested stock options are forfeited immediately. Vested stock options remain exercisable for the original term of the stock option.
Retirement	Vesting will be pro-rated based on actual service rendered. Payment is made on the normal payment date (3 years from Grant Date).	Vesting is accelerated and stock options remain exercisable for the original term of the stock option.
Death or Disability	Vesting is accelerated and RSUs are paid as soon as practicable.	Vesting is accelerated and stock options remain exercisable for the original term of the stock option.

**2017 A. H. BELO INCENTIVE COMPENSATION PLAN
[FORM OF] EVIDENCE OF GRANT**

Participant: Name

Date of Grant: Date

Under the terms of the A. H. Belo 2017 Incentive Compensation Plan (the "Plan"), you have been granted the following grant(s). All grant(s) are effective on the Date of Grant set forth above and are subject to the applicable terms and conditions of the Plan, which are incorporated herein by reference. Your long-term incentive grant(s) are described below.

1. Time-Based Restricted Stock Units (RSUs)

Number of RSUs:	####
Vesting:	#### shares (40% of total grant) on the third trading day following the annual earnings release for the year ending December 31, [Year] (<i>one year from grant date</i>)
	#### shares (30% of total grant) on the third trading day following the annual earnings release for the year ending December 31, [Year] (<i>2 years from grant date</i>)
	#### shares (30% of total grant) on the third trading day following the annual earnings release for the year ending December 31, [Year] (<i>3 years from grant date</i>)
Payment date:	40% within 10 business days following the vesting date for the year ending December 31, [Year] (<i>one year from grant date</i>)
	30% within 10 business days following the vesting date for the year ending December 31, [Year] (<i>two years from grant date</i>)
	30% within 10 business days following the vesting date for the year ending December 31, [Year] (<i>three years from grant date</i>)
Form of payment:	60% in shares of A. H. Belo Corporation Series A Common Stock; 40% in cash

Termination of employment

Your right, if any, to payment with respect to your time-based RSUs upon termination of employment with the Company or its subsidiaries is set forth in the termination guidelines attached to this Evidence of Grant.

Change in Control

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

Section 409A Payment Rules

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

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

Tax Withholding

The Company will withhold from any payment to you all federal, state, city or other taxes as may be required to be withheld pursuant to any law or governmental regulation or ruling.

General Information

Your right to receive an LTI grant or any payment with respect thereto will not be transferrable or assignable by you, other than with respect to a transfer upon your death by will or the laws of descent and distribution if you are entitled to payment of a vested portion of your LTI that has not been paid as of the date of your death.

Nothing contained in this Evidence of Grant will confer upon you any right to be employed by or remain employed by the Company or any of its subsidiaries or affiliates, or limit or affect in any manner the

right of the Company and its subsidiaries and affiliates to terminate your employment or modify your compensation.

This document will in all respects be interpreted, governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules

If you have questions concerning this grant, please contact [name] at [phone number].

**A. H. Belo Corporation
2017 Incentive Compensation Plan
Termination Guidelines for Stock Options and Restricted Stock Units**

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

Termination Reason All Participants (Regardless of Retirement ₁ Eligibility)	Stock Options	Time-Based RSU's	Performance-Based RSUs
Discharge for Cause ₂	All options, unvested and vested, are forfeited immediately	Unvested RSUs are forfeited immediately	Unvested RSUs are forfeited immediately
Death or Long-Term Disability ₃	Unvested options fully vest and remain exercisable for original term of option	Unvested RSUs fully vest and are paid as soon as practicable	RSUs still subject to performance goals (within one-year of grant) are forfeited immediately. RSUs earned after the one-year performance period become fully vested and are paid as soon as practicable

Termination Reason Participants Who Are Not Retirement ₁ Eligible	Stock Options	Time-Based RSU's	Performance-Based RSUs
Voluntary Resignation	All options, unvested and vested, are forfeited immediately	Unvested RSUs are forfeited immediately	Unvested RSUs are forfeited immediately
Discharge Without Cause ₂ (Named Executive Officers and Publishers)	Unvested options are forfeited immediately. Vested options remain exercisable for the shorter of one year from date of termination or the original term of option	Unvested RSUs are forfeited immediately	Unvested RSUs are forfeited immediately
Discharge Without Cause ₂ (Participants with 10 or more years of service)	Unvested options are forfeited immediately. Vested options remain exercisable for the shorter of one year from date of termination or the original term of option	Unvested RSUs are forfeited immediately	Unvested RSUs are forfeited immediately
Discharge Without Cause ₂ (Participants with more than 5 but less than 10 years of service)	Unvested options are forfeited immediately. Vested options remain exercisable for the shorter of six months from date of termination or the original term of option	Unvested RSUs are forfeited immediately	Unvested RSUs are forfeited immediately

Termination Reason Participants Who Are Not Retirement ₁ Eligible	Stock Options	Time-Based RSU's	Performance-Based RSUs
Discharge Without Cause ₂ (Participants with 5 or fewer years of service)	Unvested options are forfeited immediately. Vested options remain exercisable for the shorter of three months from date of termination or the original term of option	Unvested RSUs are forfeited immediately	Unvested RSUs are forfeited immediately

Termination Reason Retirement ¹ Eligible Participants (Age 55+ and 3-Years Service)	Stock Options	Time-Based RSU's	Performance-Based RSUs
Voluntary Resignation	Unvested options vest immediately and remain exercisable for original term of option	Unvested RSUs fully vest and are paid as soon as practicable	RSUs still subject to performance goals (within one-year of grant) are forfeited immediately. RSUs earned after the one-year performance period become fully vested and are paid as soon as practicable
Discharge Without Cause ²	Unvested options vest immediately and remain exercisable for original term of option	Unvested RSUs fully vest and are paid as soon as practicable	RSUs still subject to performance goals (within one-year of grant) are forfeited immediately. RSUs earned after the one-year performance period become fully vested and are paid as soon as practicable

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

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

² Cause is determined by the Compensation Committee

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

A. H. BELO CORPORATION

A. H. Belo Corporation Announces Third Quarter 2017 Dividend

DALLAS - A. H. Belo Corporation (NYSE: AHC) announced today that the Company's Board of Directors declared a quarterly cash dividend of \$0.08 per share on May 10, 2017. The dividend will be payable on September 1, 2017 to shareholders of record at the close of business on August 11, 2017.

About A. H. Belo Corporation

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

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