

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): December 23, 2024

DallasNews CORPORATION

(Exact name of registrant as specified in its charter)

Commission file number: **1-33741**

Texas

(State or other jurisdiction of incorporation or organization)

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

(Address of principal executive offices, including zip code)

38-3765318

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

(214) 977-8869

(Registrant's telephone number, including area code)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

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

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

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement.

On December 23, 2024, The Dallas Morning News, Inc. (“TDMN”), a Delaware corporation and a wholly-owned subsidiary of DallasNews Corporation, a Texas corporation, and 2201 Luna Road, LLC, a Texas limited liability company (the “Purchaser”), entered into a First Amendment to Purchase and Sale Agreement (the “Amendment”), which amends that certain Purchase and Sale Agreement, by and between TDMN and the Purchaser, dated December 16, 2024 (the “Sale Agreement”), with respect to the sale of the property located at 3900 Plano Parkway, Plano, Texas 75075, including the building that currently serves as TDMN’s print facility and the surrounding land (collectively, the “North Plant Property”).

As previously disclosed, the Sale Agreement provides for a customary inspection period with respect to the North Plant Property ending on January 17, 2025, and contemplates a closing date of February 1, 2025. The Amendment provides the Purchaser a one-time right to concurrently extend (i) the expiration of the inspection period to January 31, 2025, and (ii) the closing date to February 28, 2025, so long as, no later than 5:00 p.m. on January 17, 2025, the Purchaser (x) provides notice to TDMN of its election to exercise the extension right and (y) releases to TDMN \$500,000 of the Purchaser’s deposit, which amount would cease to be a portion of the deposit, would be fully earned by TDMN and would be nonrefundable to the Purchaser except in certain limited circumstances involving a default by TDMN under the Sale Agreement.

The foregoing description of the Amendment is not complete and is qualified in its entirety by reference to the full text of the Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit Number	Description
10.1	First Amendment to Purchase and Sale Agreement, dated December 23, 2024, by and between The Dallas Morning News, Inc. and 2201 Luna Road, LLC.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

Date: December 30, 2024

DALLASNEWS CORPORATION

By: /s/ Catherine G. Collins
Catherine G. Collins
Chief Financial Officer

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**First Amendment**”) is executed as of December 23, 2024 (the “**Effective Date**”), by and between The Dallas Morning News, Inc., a Delaware corporation (“**Seller**”), and 2201 Luna Road, LLC, a Texas limited liability company (“**Purchaser**”) Capitalized terms used but not defined herein have the meanings assigned to such terms in the Purchase Agreement.

RECITALS:

WHEREAS, Seller and Purchaser are parties to that certain Purchase and Sale Agreement dated as of December 16, 2024, by and between Seller and Purchaser (the “*Original Agreement*”);

WHEREAS, Seller and Purchaser now desire to amend the Original Agreement in accordance with the terms herein set forth herein (the Original Agreement as amended by this First Amendment is hereinafter referred to as the “*Agreement*”).

AGREEMENTS:

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

1. **Incorporation of Recitals.** The recitals set forth above are fully incorporated herein by reference as if same were fully set forth herein.

2. **Deposits.** Purchaser shall deposit the Deposit and the Inspection Non-Refundable Deposit in accordance with the terms of the Agreement prior to 5:00 pm on the Effective Date of this First Amendment. Notwithstanding anything in the Original Agreement to the contrary, failure to comply with the terms of this Section 2, time being of the essence, shall be an immediate default entitling Seller to exercise all remedies under **Section 11.2** of the Agreement.

3. **Closing Extension.** Notwithstanding anything in the Original Agreement to the contrary, Purchaser shall have a one-time right to concurrently extend the expiration of the Inspection Period to January 31, 2025 and the Closing Date to February 28, 2025, so long as, no later than 5:00 pm on January 17, 2025, Purchaser (i) gives written notice to Seller of its election to exercise such extension, and (ii) cause the Title Company to release to Seller a portion of the Deposit in the sum of Five Hundred Thousand Dollars (\$500,000.00) (the “**Closing Extension Deposit**”), which shall cease to be a portion of the Deposit and instead shall be fully earned by Seller and non-refundable to Purchaser except solely in the event the Agreement terminates due to a default of Seller pursuant to **Section 11.1** of the Agreement. Upon deposit with Seller, the Closing Extension Deposit shall be deemed part of the “**Non-Refundable Deposits**” under the Agreement and as such, if the sale of the Property is consummated under the Agreement, the Closing Extension Deposit shall be applied to the Purchase Price at Closing. The remainder of the Deposit shall continue to be held by the Escrow Agent pursuant to the terms of the Agreement.

4. **No Other Changes.** Except as herein expressly amended or otherwise provided, each and every term, condition, warranty and provision of the Original Agreement shall remain in full force and effect, and such are hereby ratified, confirmed and approved by the parties hereto.

5. Counterparts. This First Amendment may be executed in any number of counterparts and by each of the undersigned on separate counterparts, and each such counterpart shall be deemed an original signature and be binding upon the parties hereto (it being agreed that facsimile or other electronic signature shall have the same force and effect as an original signature).

6. Governing Law. This First Amendment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Texas.

7. Authority. Each party hereto represents to the other party hereto that such party has the legal right, power and authority and has obtained all necessary consents to enter into this First Amendment.

8. Time is of the Essence. Time is of the essence with respect to each and every provision in this First Amendment.

[Remainder of page intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to be effective as of the date first written above.

SELLER:

The Dallas Morning News, Inc.,
a Delaware corporation

By: /s/ Katy Murray
Name: Katy Murray
Title: President

PURCHASER:

2201 Luna Road, LLC,
a Texas limited liability company

By: /s/ Yaoyao Cao
Name: Yaoyao Cao
Title: Manager

*First Amendment to
Purchase and Sale Agreement
(DMN Plano)*
