
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549
FORM 10-Q

(Mark One)

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

For the quarterly period ended May 2, 2026

or

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

For the transition period from _____ to _____

Commission File Number: 1-6140

DILLARD'S, INC.

(Exact name of registrant as specified in its charter)

TEXAS
(State or other jurisdiction
of incorporation or organization)

71-0388071
(I.R.S. Employer
Identification No.)

1600 CANTRELL ROAD, LITTLE ROCK, ARKANSAS 72201

(Address of principal executive offices)

(Zip Code)

(501) 376-5200

(Registrant's telephone number, including area code)

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|----------------------|-------------------|---|
| Class A Common Stock | DDS | New York Stock Exchange |

Indicate by check mark whether the 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

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes No

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

| | | | |
|---------------------------|-------------------------------------|-------------------------|--------------------------|
| Large accelerated filer | <input checked="" type="checkbox"/> | Accelerated filer | <input type="checkbox"/> |
| Non-accelerated filer | <input type="checkbox"/> | | |
| Smaller reporting company | <input type="checkbox"/> | Emerging growth company | <input type="checkbox"/> |

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.

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

Yes No

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

| | |
|---|------------|
| CLASS A COMMON STOCK as of May 30, 2026 | 11,633,238 |
| CLASS B COMMON STOCK as of May 30, 2026 | 3,986,233 |

Index

DILLARD'S, INC.

| | <u>Page Number</u> |
|---|-------------------------------|
| <u>PART I. FINANCIAL INFORMATION</u> | |
| <u>Item 1.</u> <u>Financial Statements (Unaudited):</u> | |
| <u>Condensed Consolidated Balance Sheets as of May 2, 2026, January 31, 2026 and May 3, 2025</u> | 3 |
| <u>Condensed Consolidated Statements of Income for the Three Months Ended May 2, 2026 and May 3, 2025</u> | 4 |
| <u>Condensed Consolidated Statements of Comprehensive Income for the Three Months Ended May 2, 2026 and May 3, 2025</u> | 5 |
| <u>Condensed Consolidated Statements of Stockholders' Equity for the Three Months Ended May 2, 2026 and May 3, 2025</u> | 6 |
| <u>Condensed Consolidated Statements of Cash Flows for the Three Months Ended May 2, 2026 and May 3, 2025</u> | 7 |
| <u>Notes to Condensed Consolidated Financial Statements</u> | 8 |
| <u>Item 2.</u> <u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u> | 16 |
| <u>Item 3.</u> <u>Quantitative and Qualitative Disclosures About Market Risk</u> | 26 |
| <u>Item 4.</u> <u>Controls and Procedures</u> | 26 |
| <u>PART II. OTHER INFORMATION</u> | |
| <u>Item 1.</u> <u>Legal Proceedings</u> | 27 |
| <u>Item 1A.</u> <u>Risk Factors</u> | 27 |
| <u>Item 2.</u> <u>Unregistered Sales of Equity Securities and Use of Proceeds</u> | 27 |
| <u>Item 5.</u> <u>Other Information</u> | 27 |
| <u>Item 6.</u> <u>Exhibits</u> | 28 |
| <u>SIGNATURES</u> | 29 |

PART I. FINANCIAL INFORMATION

Item 1. Financial Statements.

DILLARD’S, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)
(In Thousands)

| | <u>May 2, 2026</u> | <u>January 31, 2026</u> | <u>May 3, 2025</u> |
|---|------------------------|-----------------------------|------------------------|
| Assets | | | |
| Current assets: | | | |
| Cash and cash equivalents | \$ 1,157,662 | \$ 861,460 | \$ 900,504 |
| Accounts receivable | 47,051 | 39,724 | 56,935 |
| Short-term investments | 259,743 | 211,497 | 258,488 |
| Merchandise inventories | 1,506,537 | 1,201,098 | 1,469,283 |
| Other current assets | 76,066 | 72,792 | 82,906 |
| Total current assets | 3,047,059 | 2,386,571 | 2,768,116 |
| Property and equipment (net of accumulated depreciation of \$2,920,557, \$2,878,784, and \$2,815,656, respectively) | 884,742 | 911,806 | 976,041 |
| Operating lease assets | 33,904 | 36,177 | 32,453 |
| Deferred income taxes | 78,647 | 77,386 | 71,275 |
| Other assets | 93,401 | 93,083 | 59,139 |
| Total assets | \$ 4,137,753 | \$ 3,505,023 | \$ 3,907,024 |
| Liabilities and stockholders’ equity | | | |
| Current liabilities: | | | |
| Trade accounts payable and accrued expenses | \$ 1,081,388 | \$ 772,398 | \$ 1,056,686 |
| Current portion of long-term debt | 96,000 | 96,000 | — |
| Current portion of operating lease liabilities | 9,364 | 9,547 | 10,810 |
| Federal and state income taxes | 100,566 | 24,139 | 79,279 |
| Total current liabilities | 1,287,318 | 902,084 | 1,146,775 |
| Long-term debt | 225,701 | 225,674 | 321,594 |
| Operating lease liabilities | 24,288 | 26,341 | 21,540 |
| Other liabilities | 374,895 | 371,954 | 359,230 |
| Subordinated debentures | 200,000 | 200,000 | 200,000 |
| Commitments and contingencies | | | |
| Stockholders’ equity: | | | |
| Common stock | 1,241 | 1,241 | 1,241 |
| Additional paid-in capital | 975,349 | 975,349 | 971,528 |
| Accumulated other comprehensive loss | (45,961) | (46,674) | (49,043) |
| Retained earnings | 6,558,519 | 6,312,651 | 6,387,941 |
| Less treasury stock, at cost | (5,463,597) | (5,463,597) | (5,453,782) |
| Total stockholders’ equity | 2,025,551 | 1,778,970 | 1,857,885 |
| Total liabilities and stockholders’ equity | \$ 4,137,753 | \$ 3,505,023 | \$ 3,907,024 |

See notes to condensed consolidated financial statements.

DILLARD'S, INC.
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(Unaudited)
(In Thousands, Except Per Share Data)

| | Three Months Ended | |
|---|---------------------------|--------------------------|
| | May 2, 2026 | May 3, 2025 |
| Net sales | \$ 1,568,427 | \$ 1,528,863 |
| Service charges and other income | 20,194 | 18,108 |
| | <u>1,588,621</u> | <u>1,546,971</u> |
| Cost of sales | 870,368 | 857,691 |
| Selling, general and administrative expenses | 443,980 | 421,690 |
| Depreciation and amortization | 43,278 | 44,485 |
| Rentals | 3,889 | 4,596 |
| Interest and debt (income) expense, net | (699) | (822) |
| Other expense | 5,003 | 5,693 |
| Gain on litigation settlement | (104,081) | — |
| Gain on disposal of assets | <u>(152)</u> | <u>(59)</u> |
| Income before income taxes and equity in earnings of joint ventures | 327,035 | 213,697 |
| Income taxes | 76,780 | 49,880 |
| Equity in earnings of joint ventures | <u>298</u> | <u>—</u> |
| Net income | <u>\$ 250,553</u> | <u>\$ 163,817</u> |
| Earnings per share: | | |
| Basic and diluted | <u>\$ 16.04</u> | <u>\$ 10.39</u> |

See notes to condensed consolidated financial statements.

DILLARD'S, INC.
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(Unaudited)
(In Thousands)

| | Three Months Ended | |
|---|---------------------------|------------------------|
| | May 2, 2026 | May 3, 2025 |
| Net income | \$ 250,553 | \$ 163,817 |
| Other comprehensive income (loss): | | |
| Amortization of retirement plan and other retiree benefit adjustments (net of tax of \$130 and \$121, respectively) | 713 | 808 |
| Comprehensive income | \$ 251,266 | \$ 164,625 |

See notes to condensed consolidated financial statements.

DILLARD'S, INC.
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(Unaudited)
(In Thousands, Except Share and Per Share Data)

| | Three Months Ended May 2, 2026 | | | | | Total |
|---|--------------------------------|----------------------------------|---|----------------------|-----------------------|---------------------|
| | Common Stock | Additional Paid-in Capital | Accumulated Other Comprehensive Loss | Retained Earnings | Treasury Stock | |
| Balance, January 31, 2026 | \$ 1,241 | \$ 975,349 | \$ (46,674) | \$ 6,312,651 | \$ (5,463,597) | \$ 1,778,970 |
| Net income | — | — | — | 250,553 | — | 250,553 |
| Other comprehensive income | — | — | 713 | — | — | 713 |
| Cash dividends declared: | | | | | | |
| Common stock, \$0.30 per share | — | — | — | (4,685) | — | (4,685) |
| Balance, May 2, 2026 | <u>\$ 1,241</u> | <u>\$ 975,349</u> | <u>\$ (45,961)</u> | <u>\$ 6,558,519</u> | <u>\$ (5,463,597)</u> | <u>\$ 2,025,551</u> |
| | | | | | | |
| | Three Months Ended May 3, 2025 | | | | | |
| | Common Stock | Additional Paid-in Capital | Accumulated Other Comprehensive Loss | Retained Earnings | Treasury Stock | Total |
| Balance, February 1, 2025 | \$ 1,241 | \$ 971,524 | \$ (49,851) | \$ 6,228,048 | \$ (5,354,802) | \$ 1,796,160 |
| Net income | — | — | — | 163,817 | — | 163,817 |
| Other comprehensive income | — | — | 808 | — | — | 808 |
| Issuance of 10 shares under equity plans | — | 4 | — | — | — | 4 |
| Purchase of 275,544 shares of treasury stock (including excise tax) | — | — | — | — | (98,980) | (98,980) |
| Cash dividends declared: | | | | | | |
| Common stock, \$0.25 per share | — | — | — | (3,924) | — | (3,924) |
| Balance, May 3, 2025 | <u>\$ 1,241</u> | <u>\$ 971,528</u> | <u>\$ (49,043)</u> | <u>\$ 6,387,941</u> | <u>\$ (5,453,782)</u> | <u>\$ 1,857,885</u> |

See notes to condensed consolidated financial statements.

DILLARD'S, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(Unaudited)
(In Thousands)

| | Three Months Ended | |
|---|---------------------|-------------------|
| | May 2, 2026 | May 3, 2025 |
| Operating activities: | | |
| Net income | \$ 250,553 | \$ 163,817 |
| Adjustments to reconcile net income to net cash provided by operating activities: | | |
| Depreciation and amortization of property and other deferred costs | 43,680 | 44,853 |
| Gain on disposal of assets | (152) | (59) |
| Accrued interest on short-term investments | (2,197) | (3,237) |
| Changes in operating assets and liabilities: | | |
| Increase in accounts receivable | (7,327) | (1,235) |
| Increase in merchandise inventories | (305,439) | (297,236) |
| (Increase) decrease in other current assets | (4,086) | 10,620 |
| (Increase) decrease in other assets | (589) | 1,101 |
| Increase in trade accounts payable and accrued expenses and other liabilities | 313,588 | 263,608 |
| Increase in income taxes | 75,947 | 50,400 |
| Net cash provided by operating activities | 363,978 | 232,632 |
| Investing activities: | | |
| Purchase of property and equipment and capitalized software | (17,208) | (16,853) |
| Proceeds from disposal of assets | 165 | 186 |
| Proceeds from insurance | — | 1,521 |
| Purchase of short-term investments | (258,543) | (212,389) |
| Proceeds from maturities of short-term investments | 212,494 | 282,813 |
| Net cash (used in) provided by investing activities | (63,092) | 55,278 |
| Financing activities: | | |
| Cash dividends paid | (4,684) | (3,976) |
| Purchase of treasury stock | — | (98,001) |
| Issuance cost of line of credit | — | (3,283) |
| Net cash used in financing activities | (4,684) | (105,260) |
| Increase in cash and cash equivalents | 296,202 | 182,650 |
| Cash and cash equivalents, beginning of period | 861,460 | 717,854 |
| Cash and cash equivalents, end of period | \$ 1,157,662 | \$ 900,504 |
| Non-cash transactions of investing and financing activities: | | |
| Accrued capital expenditures | \$ 6,239 | \$ 7,558 |
| Stock awards | — | 4 |
| Accrued purchases of treasury stock and excise taxes | — | 979 |
| Lease assets obtained in exchange for new operating lease liabilities | 283 | 1,784 |

See notes to condensed consolidated financial statements.

DILLARD’S, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

Note 1. Basis of Presentation

The accompanying unaudited interim condensed consolidated financial statements of Dillard’s, Inc. (the “Company”) have been prepared in accordance with the rules of the Securities and Exchange Commission (“SEC”). Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States of America (“GAAP”) 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. Operating results for the three months ended May 2, 2026 are not necessarily indicative of the results that may be expected for the fiscal year ending January 30, 2027 due to, among other factors, the seasonal nature of the business.

These unaudited interim condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and footnotes thereto included in the Company’s Annual Report on Form 10-K for the fiscal year ended January 31, 2026 filed with the SEC on March 27, 2026.

Note 2. Accounting Standards

Recently Adopted Accounting Pronouncements

There have been no recently adopted accounting pronouncements that had a material impact on the Company’s condensed consolidated financial statements.

Recently Issued Accounting Pronouncements

Management has considered all recent accounting pronouncements, except as noted below, and believes there is no accounting guidance issued but not yet effective that would be material to the Company’s condensed consolidated financial statements.

Disaggregation of Income Statement Expenses

In November 2024, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) No. 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40)*. The update requires disclosure, in the notes to financial statements, of specified information about certain costs and expenses. The amendments in the update require that at each interim and annual reporting period an entity (i) disclose the amounts of (a) purchases of inventory, (b) employee compensation, (c) depreciation, (d) intangible asset amortization, and (e) depreciation, depletion, and amortization recognized as part of oil and gas-producing activities (DD&A) (or other amounts of depletion expense) included in each relevant expense caption; (ii) include certain amounts that are already required to be disclosed under current GAAP in the same disclosure as the other disaggregation requirements; (iii) disclose a qualitative description of the amounts remaining in relevant expense captions that are not separately disaggregated quantitatively; and (iv) disclose the total amount of selling expenses and, in annual reporting periods, an entity’s definition of selling expenses. The amendments in this update are effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods beginning after December 15, 2027. Early adoption is permitted. The Company is currently evaluating the impact that this guidance will have on its consolidated financial statements and accompanying notes.

Accounting for Internal-Use Software

In September 2025, the FASB issued ASU No. 2025-06, *Intangibles – Goodwill and Other – Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software*. The update requires an entity to start capitalizing software costs when specific conditions are met and removes all references to software development project stages so that the guidance is neutral to different software development methods, including methods that entities

may use to develop software in the future. ASU 2025-06 is effective for all entities for annual reporting periods beginning after December 15, 2027, and interim reporting periods within those annual reporting periods. Early adoption is permitted as of the beginning of an annual reporting period. The Company is currently evaluating the impact this ASU will have on potential future capitalizable software costs.

Note 3. Business Segments

The Company operates in two reportable segments: the operation of retail department stores (“retail operations”) and a general contracting construction company (“construction”).

For the Company’s retail operations segment, the Company determined its operating segments on a store-by-store basis. Each store’s operating performance has been aggregated into one reportable segment for financial reporting purposes because stores are similar in each of the following areas: economic characteristics, class of consumer, nature of products and distribution methods. Revenues from external customers are derived from merchandise sales, and the Company does not rely on any major customers as a source of revenue. Across all stores, the Company operates one store format under the Dillard’s name where each store offers the same general mix of merchandise with similar categories and similar customers. The Company believes that disaggregating its retail operations segment would not provide meaningful additional information.

The Company’s chief operating decision maker is the Executive Committee of the Board of Directors, which is comprised of Dillard’s Chief Executive Officer and its President. The members of Dillard’s Executive Committee use their experience in the retail industry and extensive and specific knowledge of the Dillard’s businesses when assessing segment performance and deciding how to allocate resources.

The following table summarizes the percentage of net sales by segment and major product line:

| | Three Months Ended | |
|----------------------------------|--------------------|----------------|
| | May 2, 2026 | May 3, 2025 |
| Retail operations segment: | | |
| Cosmetics | 15 % | 15 % |
| Ladies’ apparel | 23 | 23 |
| Ladies’ accessories and lingerie | 13 | 12 |
| Juniors’ and children’s apparel | 10 | 11 |
| Men’s apparel and accessories | 18 | 18 |
| Shoes | 15 | 14 |
| Home and furniture | 3 | 3 |
| | <u>97</u> | <u>96</u> |
| Construction segment | 3 | 4 |
| Total | <u>100 %</u> | <u>100 %</u> |

[Table of Contents](#)

The following tables summarize certain segment information, including the reconciliation of those items to the Company's consolidated operations:

| (in thousands of dollars) | Three Months Ended May 2, 2026 | | |
|---|--------------------------------|--------------|--------------|
| | Retail Operations | Construction | Consolidated |
| Net sales from customers | \$ 1,518,165 | \$ 54,712 | \$ 1,572,877 |
| Elimination of intersegment revenues | - | (4,450) | (4,450) |
| Net sales from external customers | 1,518,165 | 50,262 | 1,568,427 |
| <i>Reconciliation of revenue</i> | | | |
| Service charges and other income | 20,175 | 19 | 20,194 |
| Total net sales and service charges and other income | 1,538,340 | 50,281 | 1,588,621 |
| Less: (a) | | | |
| Cost of sales | 823,285 | 47,083 | 870,368 |
| Payroll expense (b) | 274,512 | 1,840 | 276,352 |
| Depreciation and amortization | 43,213 | 65 | 43,278 |
| Rentals | 3,821 | 68 | 3,889 |
| Interest and investment income | (10,975) | (220) | (11,195) |
| Interest and debt expense | 10,496 | - | 10,496 |
| Gain on litigation settlement | (104,081) | - | (104,081) |
| Other segment items (c) | 171,762 | 717 | 172,479 |
| Income before income taxes and equity in earnings of joint ventures | \$ 326,307 | \$ 728 | 327,035 |
| Income taxes | | | 76,780 |
| Equity in earnings of joint ventures | | | 298 |
| Net income | | | \$ 250,553 |
| Gross margin (d) | \$ 694,880 | \$ 3,179 | \$ 698,059 |
| Gross margin percentage | 45.8 % | 6.3 % | 44.5 % |
| Total assets | \$ 4,068,981 | \$ 68,772 | \$ 4,137,753 |
| Capital expenditures | \$ 17,087 | \$ 121 | \$ 17,208 |

- (a) The significant expense categories and amounts align with the segment-level information that is regularly provided to the chief operating decision maker.
- (b) Payroll expense does not include amounts capitalized on the balance sheet or included within other expense categories.
- (c) Other segment items for each reportable segment includes:
- All selling, general and administrative expenses other than payroll expense
 - Other expense
 - Gain on disposal of assets
- (d) The calculation of gross margin is net sales from external customers less cost of sales.

[Table of Contents](#)

| (in thousands of dollars) | Three Months Ended May 3, 2025 | | |
|---|--------------------------------|--------------|--------------|
| | Retail Operations | Construction | Consolidated |
| Net sales from customers | \$ 1,467,937 | \$ 67,290 | \$ 1,535,227 |
| Elimination of intersegment revenues | - | (6,364) | (6,364) |
| Net sales from external customers | 1,467,937 | 60,926 | 1,528,863 |
| <i>Reconciliation of revenue</i> | | | |
| Service charges and other income | 18,082 | 26 | 18,108 |
| Total net sales and service charges and other income | 1,486,019 | 60,952 | 1,546,971 |
| Less: (a) | | | |
| Cost of sales | 799,672 | 58,019 | 857,691 |
| Payroll expense (b) | 263,360 | 1,580 | 264,940 |
| Depreciation and amortization | 44,413 | 72 | 44,485 |
| Rentals | 4,539 | 57 | 4,596 |
| Interest and investment income | (10,950) | (210) | (11,160) |
| Interest and debt expense | 10,338 | - | 10,338 |
| Gain on litigation settlement | - | - | - |
| Other segment items (c) | 161,789 | 595 | 162,384 |
| Income before income taxes and equity in earnings of joint ventures | \$ 212,858 | \$ 839 | 213,697 |
| Income taxes | | | 49,880 |
| Equity in earnings of joint ventures | | | - |
| Net income | | | \$ 163,817 |
| Gross margin (d) | \$ 668,265 | \$ 2,907 | \$ 671,172 |
| Gross margin percentage | 45.5 % | 4.8 % | 43.9 % |
| Total assets | \$ 3,828,525 | \$ 78,499 | \$ 3,907,024 |
| Capital expenditures | \$ 16,820 | \$ 33 | \$ 16,853 |

- (a) The significant expense categories and amounts align with the segment-level information that is regularly provided to the chief operating decision maker.
- (b) Payroll expense does not include amounts capitalized on the balance sheet or included within other expense categories.
- (c) Other segment items for each reportable segment includes:
- All selling, general and administrative expenses other than payroll expense
 - Other expense
 - Gain on disposal of assets
- (d) The calculation of gross margin is net sales from external customers less cost of sales.

[Table of Contents](#)

The retail operations segment gives rise to contract liabilities through the customer loyalty program associated with Dillard's private label cards and through the issuances of gift cards. The customer loyalty program liability and a portion of the gift card liability are included in trade accounts payable and accrued expenses, and a portion of the gift card liability is included in other liabilities on the condensed consolidated balance sheets. Our retail operations segment contract liabilities are as follows:

| Retail | | | | |
|---------------------------|----------------|---------------------|----------------|---------------------|
| (in thousands of dollars) | May 2, 2026 | January 31, 2026 | May 3, 2025 | February 1, 2025 |
| Contract liabilities | \$ 70,654 | \$ 78,386 | \$ 67,407 | \$ 76,667 |

During the three months ended May 2, 2026 and May 3, 2025, the Company recorded \$22.7 million and \$22.6 million, respectively, in revenue that was previously included in the retail operations contract liability balances of \$78.4 million and \$76.7 million at January 31, 2026 and February 1, 2025, respectively.

Construction contracts give rise to accounts receivable, contract assets and contract liabilities. We record accounts receivable based on amounts expected to be collected from customers. We also record costs and estimated earnings in excess of billings on uncompleted contracts (contract assets) and billings in excess of costs and estimated earnings on uncompleted contracts (contract liabilities) in other current assets and trade accounts payable and accrued expenses, respectively, in the condensed consolidated balance sheets. The amounts included in the condensed consolidated balance sheets are as follows:

| Construction | | | | |
|---|----------------|---------------------|----------------|---------------------|
| (in thousands of dollars) | May 2, 2026 | January 31, 2026 | May 3, 2025 | February 1, 2025 |
| Accounts receivable | \$ 39,953 | \$ 30,598 | \$ 51,903 | \$ 46,646 |
| Costs and estimated earnings in excess of billings on uncompleted contracts | 1,617 | 2,018 | 2,019 | 3,913 |
| Billings in excess of costs and estimated earnings on uncompleted contracts | 9,490 | 4,493 | 10,107 | 6,983 |

During the three months ended May 2, 2026 and May 3, 2025, the Company recorded \$3.7 million and \$6.3 million, respectively, in revenue that was previously included in billings in excess of costs and estimated earnings on uncompleted contracts of \$4.5 million and \$7.0 million at January 31, 2026 and February 1, 2025, respectively.

The remaining performance obligations related to executed construction contracts totaled \$176.9 million, \$140.8 million and \$173.9 million at May 2, 2026, January 31, 2026 and May 3, 2025, respectively.

Note 4. Earnings Per Share

The following table sets forth the computation of basic and diluted earnings per share for the periods indicated (in thousands, except per share data).

| | Three Months Ended | |
|---|--------------------|----------------|
| | May 2, 2026 | May 3, 2025 |
| Net income | \$ 250,553 | \$ 163,817 |
| Weighted average shares of common stock outstanding | 15,617 | 15,773 |
| Basic and diluted earnings per share | \$ 16.04 | \$ 10.39 |

The Company maintains a capital structure in which common stock is the only equity security issued and outstanding, and there were no shares of preferred stock, stock options, other dilutive securities or potentially dilutive securities issued or outstanding during the three months ended May 2, 2026 and May 3, 2025.

Note 5. Commitments and Contingencies

Various legal proceedings, in the form of lawsuits and claims, which occur in the normal course of business, are pending against the Company and its subsidiaries. In the opinion of management, disposition of these matters, individually or in the aggregate, is not expected to materially affect the Company's financial position, cash flows or results of operations.

At May 2, 2026, letters of credit totaling \$25.3 million were issued under the Company's revolving credit facility. See Note 7, *Revolving Credit Agreement*, for additional information.

Note 6. Benefit Plans

The Company has an unfunded, nonqualified defined benefit plan ("Pension Plan") for its officers. The Pension Plan is noncontributory and provides benefits based on years of service and compensation during employment. Pension expense is determined using an actuarial cost method to estimate the total benefits ultimately payable to officers and allocates this cost to service periods. The actuarial assumptions used to calculate pension costs are reviewed annually. The Company contributed \$2.2 million to the Pension Plan during the three months ended May 2, 2026 and expects to make additional contributions to the Pension Plan of approximately \$6.7 million during the remainder of fiscal 2026.

The components of net periodic benefit costs are as follows:

| (in thousands of dollars) | Three Months Ended | |
|---|--------------------|-----------------|
| | May 2, 2026 | May 3, 2025 |
| Components of net periodic benefit costs: | | |
| Service cost | \$ 1,532 | \$ 1,439 |
| Interest cost | 4,160 | 4,106 |
| Net actuarial loss | 843 | 929 |
| Net periodic benefit costs | <u>\$ 6,535</u> | <u>\$ 6,474</u> |

The service cost component of net periodic benefit costs is included in selling, general and administrative expenses, and the interest costs and net actuarial loss components are included in other expense in the condensed consolidated statements of income.

Note 7. Revolving Credit Agreement

The Company maintains a credit facility ("credit agreement") for general corporate purposes including, among other uses, working capital financing, the issuance of letters of credit, capital expenditures and, subject to certain restrictions, the repayment of existing indebtedness and share repurchases. The credit agreement, which is secured by certain deposit accounts of the Company and certain inventory of certain subsidiaries, provides a borrowing capacity of \$800 million, subject to certain limitations as outlined in the credit agreement, with a \$200 million expansion option. The Company pays a variable rate of interest on borrowings under the credit agreement and a commitment fee to the participating banks. There are no financial covenant requirements under the credit agreement provided availability exceeds \$80 million and no specified event of default has occurred or is continuing.

In March 2025, the Company amended and extended the credit agreement (the "2025 amendment"), replacing the Company's previous amended credit agreement. The 2025 amendment continues to have the 0.10% per annum credit spread adjustment to the interest rate for term benchmark and RFR loans but reduced the applicable rate to (A) (x) 1.25% per annum in the case of term benchmark and RFR loans and (y) 0.25% per annum in the case of base rate loans when average quarterly availability is greater than or equal to 50% of the total commitments and (B) (x) 1.50% per annum in the case of term benchmark and RFR loans and (y) 0.50% per annum in the case of base rate loans when average quarterly availability is less than 50% of the total commitments. The 2025 amendment reduced the unused commitment fee to (A) 0.25% per annum when the average amount utilized is less than 50% of the total commitments and (B) 0.20% per annum when the average amount utilized is greater than or equal to 50% of the total commitments. The facility was

arranged by JPMorgan Chase Bank, N.A. The credit agreement, as amended by the 2025 amendment, matures on March 12, 2030.

No borrowings under the credit agreement were outstanding at May 2, 2026. Letters of credit totaling \$25.3 million were issued under the credit agreement leaving unutilized availability under the facility of \$774.7 million at May 2, 2026. The Company had no borrowings during the three months ending May 2, 2026.

Note 8. Stock Repurchase Programs

In May 2023, the Company's Board of Directors approved a stock repurchase program authorizing the Company to repurchase up to \$500 million of its Class A Common Stock ("May 2023 Stock Plan"). The May 2023 Stock Plan permits the Company to repurchase its Class A Common Stock in the open market, pursuant to preset trading plans meeting the requirements of Rule 10b5-1 under the Securities Exchange Act of 1934, as amended, or through privately negotiated transactions. The May 2023 Stock Plan has no expiration date.

The following is a summary of share repurchase activity for the periods indicated (in thousands, except per share data):

| | Three Months Ended | |
|------------------------------|---------------------------|------------------------|
| | May 2, 2026 | May 3, 2025 |
| Cost of shares repurchased | \$ — | \$ 97,997 |
| Number of shares repurchased | — | 276 |
| Average price per share | \$ — | \$ 355.65 |

All repurchases of the Company's Class A Common Stock above were made at the market price at the trade date, and all amounts paid to reacquire these shares were allocated to treasury stock. As of May 2, 2026, \$165.2 million of authorization remained under the May 2023 Stock Plan.

Note 9. Gain on Litigation Settlement

During the three months ended May 2, 2026, the Company received a settlement related to credit card interchange fee litigation of \$104.1 million, net of legal expenses, which was recorded in gain on litigation settlement.

Note 10. Income Taxes

During the three months ended May 2, 2026 and May 3, 2025, income tax expense differed from what would be computed using the statutory federal income tax rate primarily due to the effects of state and local income taxes.

Note 11. Fair Value Disclosures

The estimated fair values of financial instruments presented herein have been determined by the Company using available market information and appropriate valuation methodologies. However, considerable judgment is required in interpreting market data to develop estimates of fair value. Accordingly, the estimates presented herein are not necessarily indicative of amounts the Company could realize in a current market exchange.

The fair value of the Company's long-term debt and subordinated debentures are based on market prices and are categorized as Level 1 in the fair value hierarchy.

The fair value of the Company's cash and cash equivalents and trade accounts receivable approximates their carrying values at May 2, 2026 due to the short-term maturities of these instruments. The Company's short-term investments are classified as held-to-maturity and are recorded at amortized cost, which approximated fair value. The fair value of the Company's long-term debt at May 2, 2026 was approximately \$330 million. The carrying value of the Company's long-term debt, including current portion, at May 2, 2026 was approximately \$322 million. The fair value of

the Company's subordinated debentures at May 2, 2026 was approximately \$208 million. The carrying value of the Company's subordinated debentures at May 2, 2026 was \$200 million.

Note 12. Subsequent Event

On May 28, 2026, the Company's shareholders approved an agreement and plan of merger with W.D. Company, Inc. ("WDC"), a privately held Arkansas corporation organized as a family holding company to own and hold shares of Dillard's Common Stock primarily for the benefit of the Dillard family. WDC had no business operations and engaged in no business activities other than (a) owning, holding, and disposing of certain equity securities, including 41,496 shares of Dillard's Class A Common Stock and 3,985,776 shares of Dillard's Class B Common Stock and a *de minimis* amount of shares of another publicly-traded common stock, and (b) receiving cash dividends from Dillard's and distributing such dividends directly to WDC's shareholders.

On June 4, 2026, the merger was consummated and WDC merged with and into the Company, with the Company surviving the merger, and the separate corporate existence of WDC terminated. Each share of WDC common stock issued and outstanding was automatically cancelled, and in exchange therefor, each WDC shareholder received such WDC shareholder's pro rata share of the merger consideration, which included:

- the cash held by WDC *plus* the value of other public company common stock owned by WDC; and
- 41,494 shares of Dillard's Class A Common Stock and 3,985,758 shares of Dillard's Class B Common Stock, which had been reduced by fractional shares.

The shares of Dillard's Common Stock held by WDC immediately prior to the merger automatically became treasury stock of the Company and, immediately thereafter, were cancelled and returned to the status of authorized but unissued shares available for future reissuance.

Because the merger consideration received consisted of a number of shares of Dillard's Class A Common Stock and Dillard's Class B Common Stock which had been reduced by fractional shares from the number of shares of Dillard's Class A Common Stock and Dillard's Class B Common Stock held by WDC immediately prior to the merger, the WDC shareholders, collectively, had a slightly lower percentage interest in the voting power, liquidation value and aggregate book value of Dillard's following the consummation of the merger as such shareholders held immediately prior to the merger. Accordingly, there was no dilution to current shareholders of Dillard's as a result of the merger.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion should be read in conjunction with the condensed consolidated financial statements and the footnotes thereto included elsewhere in this report, as well as the financial and other information included in our Annual Report on Form 10-K for the fiscal year ended January 31, 2026.

EXECUTIVE OVERVIEW

The Company reported a good start to fiscal 2026, marked by a 3% comparable store sales growth for the first quarter supported by a strong, increased retail gross margin of 45.8% of sales.

For the three months ended May 2, 2026, the Company reported net income of \$250.6 million (\$16.04 per share) compared to net income of \$163.8 million (\$10.39 per share) for the three months ended May 3, 2025. Included in net income for the 13 weeks ended May 2, 2026 is a pre-tax gain on litigation settlement, net of legal fees, of \$104.1 million (\$79.6 million after tax or \$5.10 per share) related to the Company's favorable settlement of a long-standing lawsuit involving credit card interchange fees.

Compared to the prior year first quarter, both total retail sales (which exclude construction sales) and comparable store sales increased 3%. Retail gross margin increased to 45.8% of sales from 45.5% reported in the prior year first quarter. Ending inventory increased 3% at May 2, 2026 compared to May 3, 2025.

Selling, general and administrative expenses for the three months ended May 2, 2026 were \$444.0 million (28.3% of sales) compared to \$421.7 million (27.6% of sales) for the prior year first quarter. The increase of \$22.3 million was largely due to higher payroll and payroll-related expenses.

Net cash provided by operating activities was \$364.0 million for the three months ended May 2, 2026 compared to \$232.6 million for the prior year first quarter.

As of May 2, 2026, the Company had working capital of \$1.760 billion (including cash and cash equivalents of \$1.158 billion and short-term investments of \$259.7 million) and \$521.7 million of total debt outstanding, including one scheduled debt maturity of \$96.0 million due July 2026, \$225.7 million of long-term debt and \$200.0 million of subordinated debentures.

The Company operated 272 Dillard's stores, including 28 clearance centers, and an internet store as of May 2, 2026.

Key Performance Indicators

We use a number of key indicators of financial condition and operating performance to evaluate our business, including the following:

| | Three Months Ended | |
|---|--------------------|----------------|
| | May 2, 2026 | May 3, 2025 |
| Net sales (in millions) | \$ 1,568.4 | \$ 1,528.9 |
| Retail stores sales trend | 3 % | (2)% |
| Comparable retail stores sales trend | 3 % | (1)% |
| Gross margin (in millions) | \$ 698.1 | \$ 671.2 |
| Gross margin as a percentage of net sales | 44.5 % | 43.9 % |
| Retail gross margin as a percentage of retail net sales | 45.8 % | 45.5 % |
| Selling, general and administrative expenses as a percentage of net sales | 28.3 % | 27.6 % |
| Cash flow provided by operations (in millions) | \$ 364.0 | \$ 232.6 |
| Total retail store count at end of period | 272 | 272 |
| Retail sales per square foot | \$ 33 | \$ 32 |
| Retail store inventory trend | 3 % | 6 % |
| Annualized retail merchandise inventory turnover | 2.4 | 2.3 |

General

Net sales. Net sales includes merchandise sales of comparable and non-comparable stores and revenue recognized on contracts of CDI Contractors, LLC (“CDI”), the Company’s general contracting construction company. Comparable store sales includes sales for those stores which were in operation for a full period in both the most recently completed quarter and the corresponding quarter for the prior fiscal year, including our internet store. Comparable store sales excludes changes in the allowance for sales returns. Non-comparable store sales includes: sales in the current fiscal year from stores opened during the previous fiscal year before they are considered comparable stores; sales from new stores opened during the current fiscal year; sales in the previous fiscal year for stores closed during the current or previous fiscal year that are no longer considered comparable stores; sales in clearance centers; and changes in the allowance for sales returns.

Sales occur as a result of interaction with customers across multiple points of contact, creating an interdependence between in-store and online sales. Online orders are fulfilled from both fulfillment centers and retail stores. Additionally, online customers have the ability to buy online and pick up in-store. Retail in-store customers have the ability to purchase items that may be ordered and fulfilled from either a fulfillment center or another retail store location. Online customers may return orders via mail, or customers may return orders placed online to retail store locations. Customers who earn reward points under the private label credit card program may earn and redeem rewards through in-store or online purchases.

Service charges and other income. Service charges and other income includes income generated through the Company’s long-term private label credit card marketing and servicing alliance with Citibank, N.A. (“Citibank Alliance”). Other income includes rental income, shipping and handling fees and gift card breakage.

Cost of sales. Cost of sales includes the cost of merchandise sold (net of purchase discounts, non-specific margin maintenance allowances and merchandise margin maintenance allowances), bankcard fees, freight to the distribution centers, employee and promotional discounts, shipping to customers and direct payroll for salon personnel. Cost of sales also includes CDI contract costs, which comprise all direct material and labor costs, subcontract costs and those indirect costs related to contract performance, such as indirect labor, employee benefits and insurance program costs.

Selling, general and administrative expenses. Selling, general and administrative expenses include buying, occupancy, selling, distribution, warehousing, store and corporate expenses (including payroll and employee benefits), insurance, employment taxes, advertising, management information systems, legal and other corporate level expenses. Buying expenses consist of payroll, employee benefits and travel for design, buying and merchandising personnel.

Depreciation and amortization. Depreciation and amortization expenses include depreciation and amortization on property and equipment.

Rentals. Rentals includes expenses for store leases, including contingent rent, data processing and other equipment rentals and office space leases.

Interest and debt (income) expense, net. Interest and debt (income) expense includes interest, net of interest income from demand deposits and short-term investments and capitalized interest, relating to the Company's unsecured notes, subordinated debentures and commitment fees and borrowings, if any, under the Company's credit agreement. Interest and debt expense also includes the amortization of financing costs and interest on finance lease obligations, if any.

Other expense. Other expense includes the interest cost and net actuarial loss components of net periodic benefit costs related to the Company's unfunded, nonqualified defined benefit plan and charges related to the write off of certain deferred financing fees in connection with the amendment and extension of the Company's secured revolving credit facility, if any.

Gain on litigation settlement. Gain on litigation settlement includes the proceeds received, net of legal expenses, from the settlement of credit card interchange fee litigation.

Gain on disposal of assets. Gain on disposal of assets includes the net gain or loss on the sale or disposal of property and equipment, as well as gains from insurance proceeds in excess of the cost basis of insured assets, if any.

Seasonality

Our business, like many other retailers, is subject to seasonal influences, with a significant portion of sales and income typically realized during the last quarter of our fiscal year due to the holiday season. Because of the seasonality of our business, results from any quarter are not necessarily indicative of the results that may be achieved for a full fiscal year.

RESULTS OF OPERATIONS

The following table sets forth the results of operations as a percentage of net sales for the periods indicated (percentages may not foot due to rounding):

| | Three Months Ended | |
|---|---------------------------|------------------------|
| | May 2, 2026 | May 3, 2025 |
| Net sales | 100.0 % | 100.0 % |
| Service charges and other income | 1.3 | 1.2 |
| | <u>101.3</u> | <u>101.2</u> |
| Cost of sales | 55.5 | 56.1 |
| Selling, general and administrative expenses | 28.3 | 27.6 |
| Depreciation and amortization | 2.8 | 2.9 |
| Rentals | 0.2 | 0.3 |
| Interest and debt (income) expense, net | 0.0 | (0.1) |
| Other expense | 0.3 | 0.4 |
| Gain on litigation settlement | (6.6) | 0.0 |
| Gain on disposal of assets | <u>0.0</u> | <u>0.0</u> |
| Income before income taxes and equity in earnings of joint ventures | 20.9 | 14.0 |
| Income taxes | 4.9 | 3.3 |
| Equity in earnings of joint ventures | <u>0.0</u> | <u>0.0</u> |
| Net income | <u>16.0 %</u> | <u>10.7 %</u> |

Net Sales

| (in thousands of dollars) | Three Months Ended | | \$ Change |
|----------------------------------|---------------------------|------------------------|------------------|
| | May 2, 2026 | May 3, 2025 | |
| Net sales: | | | |
| Retail operations segment | \$ 1,518,165 | \$ 1,467,937 | \$ 50,228 |
| Construction segment | 50,262 | 60,926 | (10,664) |
| Total net sales | <u>\$ 1,568,427</u> | <u>\$ 1,528,863</u> | <u>\$ 39,564</u> |

[Table of Contents](#)

The percent change by segment and product category in the Company's sales for the three months ended May 2, 2026 compared to the three months ended May 3, 2025 as well as the sales percentage by segment and product category to total net sales for the three months ended May 2, 2026 are as follows:

| | % Change 2026 - 2025 | % of Net Sales |
|----------------------------------|-------------------------|---------------------|
| Retail operations segment | | |
| Cosmetics | 0.9 % | 15 % |
| Ladies' apparel | 1.9 | 23 |
| Ladies' accessories and lingerie | 6.6 | 13 |
| Juniors' and children's apparel | 2.9 | 10 |
| Men's apparel and accessories | 3.6 | 18 |
| Shoes | 5.1 | 15 |
| Home and furniture | 8.4 | 3 |
| | | <u>97</u> |
| Construction segment | (17.5) | 3 |
| Total | | <u><u>100 %</u></u> |

Net sales from the retail operations segment increased \$50.2 million, or approximately 3%, and sales in comparable stores increased approximately 3% during the three months ended May 2, 2026 compared to the three months ended May 3, 2025. Sales in home and furniture, ladies' accessories and lingerie and shoes increased significantly. Sales in men's apparel and accessories, juniors' and children's apparel and ladies' apparel increased moderately, while sales in cosmetics increased slightly.

The number of sales transactions decreased 3% for the three months ended May 2, 2026 compared to the three months ended May 3, 2025, while the average dollars per sales transaction increased 7%.

We recorded a return asset of \$13.4 million and \$13.9 million and an allowance for sales returns of \$26.6 million and \$27.4 million as of May 2, 2026 and May 3, 2025, respectively.

During the three months ended May 2, 2026, net sales from the construction segment decreased \$10.7 million, or approximately 18%, compared to the three months ended May 3, 2025 due to a decrease in construction activity. The remaining performance obligations related to executed construction contracts totaled \$176.9 million as of May 2, 2026, increasing approximately 26% from January 31, 2026 and increasing approximately 2% from May 3, 2025. We expect these remaining performance obligations to be satisfied over the next nine to eighteen months.

Service Charges and Other Income

| (in thousands of dollars) | Three Months Ended | | Three Months \$ Change |
|---|---------------------------|-------------------------|---------------------------------------|
| | May 2, 2026 | May 3, 2025 | 2026 - 2025 |
| Service charges and other income: | | | |
| Retail operations segment | | | |
| Income from the Citibank Alliance | \$ 9,241 | \$ 5,872 | \$ 3,369 |
| Shipping and handling income | 7,764 | 8,061 | (297) |
| Other | 3,170 | 4,149 | (979) |
| | <u>20,175</u> | <u>18,082</u> | <u>2,093</u> |
| Construction segment | 19 | 26 | (7) |
| Total service charges and other income | <u><u>\$ 20,194</u></u> | <u><u>\$ 18,108</u></u> | <u><u>\$ 2,086</u></u> |

Service charges and other income includes the income from the Citibank Alliance. Income from the alliance increased \$3.4 million for the three months ended May 2, 2026 compared to the three months ended May 3, 2025, primarily from decreases in credit losses.

Gross Margin

| (in thousands of dollars) | May 2, 2026 | May 3, 2025 | \$ Change | % Change |
|---------------------------|-------------------|-------------------|------------------|--------------|
| Gross margin: | | | | |
| Three months ended | | | | |
| Retail operations segment | \$ 694,880 | \$ 668,265 | \$ 26,615 | 4.0 % |
| Construction segment | 3,179 | 2,907 | 272 | 9.4 |
| Total gross margin | \$ 698,059 | \$ 671,172 | \$ 26,887 | 4.0 % |

| | Three Months Ended | |
|---|--------------------|----------------|
| | May 2, 2026 | May 3, 2025 |
| Gross margin as a percentage of segment net sales: | | |
| Retail operations segment | 45.8 % | 45.5 % |
| Construction segment | 6.3 | 4.8 |
| Total gross margin as a percentage of net sales | 44.5 | 43.9 |

Gross margin, as a percentage of sales, increased to 44.5% from 43.9% during the three months ended May 2, 2026 compared to the three months ended May 3, 2025.

Gross margin from retail operations, as a percentage of sales, increased to 45.8% from 45.5% during the three months ended May 2, 2026 compared to the three months ended May 3, 2025. Gross margin increased moderately in shoes, while gross margin in ladies' accessories and lingerie increased slightly. Gross margin decreased slightly in ladies' apparel, while gross margin in home and furniture decreased moderately. Gross margin was essentially unchanged in all other product categories.

Total inventory increased 3% at May 2, 2026 compared to May 3, 2025. A 1% change in the dollar amount of markdowns would have impacted net income by approximately \$1 million for the three months ended May 2, 2026.

Inflation and changing trade restrictions, including tariffs, pose a risk to our operations. The extent to which our business will be affected by these factors depends on our customers' continuing ability and willingness to accept higher prices and the effectiveness of our ongoing initiatives to manage these fluctuating costs.

Selling, General and Administrative Expenses (“SG&A”)

| (in thousands of dollars) | May 2, 2026 | May 3, 2025 | \$ Change | % Change |
|---------------------------|-------------------|-------------------|------------------|--------------|
| SG&A: | | | | |
| Three months ended | | | | |
| Retail operations segment | \$ 441,409 | \$ 419,515 | \$ 21,894 | 5.2 % |
| Construction segment | 2,571 | 2,175 | 396 | 18.2 |
| Total SG&A | <u>\$ 443,980</u> | <u>\$ 421,690</u> | <u>\$ 22,290</u> | <u>5.3 %</u> |

| | Three Months Ended | |
|---|--------------------|----------------|
| | May 2, 2026 | May 3, 2025 |
| SG&A as a percentage of segment net sales: | | |
| Retail operations segment | 29.1 % | 28.6 % |
| Construction segment | 5.1 | 3.6 |
| Total SG&A as a percentage of net sales | 28.3 | 27.6 |

SG&A increased to 28.3% of sales during the three months ended May 2, 2026 from 27.6% of sales during the three months ended May 3, 2025, increasing \$22.3 million in total dollars. During the three months ended May 2, 2026 and May 3, 2025, payroll and payroll-related expenses were \$311.0 million and \$297.9 million, respectively, increasing \$13.1 million. Inflation continues to be a concern for management, impacting many areas of our operating expenses.

Interest and Debt (Income) Expense, Net

| (in thousands of dollars) | May 2, 2026 | May 3, 2025 | \$ Change | % Change |
|---|-----------------|-----------------|---------------|----------------|
| Interest and debt (income) expense, net: | | | | |
| Three months ended | | | | |
| Retail operations segment | \$ (479) | \$ (612) | \$ 133 | (21.7)% |
| Construction segment | (220) | (210) | (10) | 4.8 |
| Total interest and debt (income) expense, net | <u>\$ (699)</u> | <u>\$ (822)</u> | <u>\$ 123</u> | <u>(15.0)%</u> |

Interest and debt (income) expense, net, includes interest income of \$11.2 million for the three months ended May 2, 2026 and May 3, 2025.

Gain on Litigation Settlement

| (in thousands of dollars) | May 2, 2026 | May 3, 2025 | \$ Change |
|---------------------------------------|---------------------|----------------|---------------------|
| Gain on litigation settlement: | | | |
| Three months ended | | | |
| Retail operations segment | \$ (104,081) | \$ — | \$ (104,081) |
| Construction segment | — | — | — |
| Total gain on litigation settlement | <u>\$ (104,081)</u> | <u>\$ —</u> | <u>\$ (104,081)</u> |

During the three months ended May 2, 2026, the Company received a settlement related to credit card interchange fee litigation of \$104.1 million, net of legal expenses, which was recorded in gain on litigation settlement.

Income Taxes

The Company's estimated federal and state effective income tax rate was approximately 23.5% and 23.3% for the three months ended May 2, 2026 and May 3, 2025, respectively. During the three months ended May 2, 2026 and May 3, 2025, income tax expense differed from what would be computed using the statutory federal income tax rate primarily due to the effects of state and local income taxes.

The Company expects the fiscal 2026 federal and state effective income tax rate to approximate 23%. This rate may change if results of operations for fiscal 2026 differ from management's current expectations. Changes in the Company's assumptions and judgments can materially affect amounts recognized in the condensed consolidated financial statements.

FINANCIAL CONDITION

A summary of net cash flows for the three months ended May 2, 2026 and May 3, 2025 follows:

| (in thousands of dollars) | Three Months Ended | | \$ Change |
|---|--------------------|-------------------|-------------------|
| | May 2, 2026 | May 3, 2025 | |
| Operating activities | \$ 363,978 | \$ 232,632 | \$ 131,346 |
| Investing activities | (63,092) | 55,278 | (118,370) |
| Financing activities | (4,684) | (105,260) | 100,576 |
| Total Increase in Cash and Cash Equivalents | <u>\$ 296,202</u> | <u>\$ 182,650</u> | <u>\$ 113,552</u> |

Net cash flows from operations increased \$131.3 million during the three months ended May 2, 2026 compared to the three months ended May 3, 2025. This increase was primarily related to proceeds of \$104.1 million, net of legal expenses, received from a settlement agreement the Company entered into related to credit card interchange fee litigation.

Citibank, N.A. ("Citi") establishes, owns and manages Dillard's private label credit cards, including credit cards co-branded with Mastercard Incorporated ("Mastercard," collectively the "private label cards"), under the Citibank Alliance, which began in fiscal 2024. The term of the Citibank Alliance is 10 years with automatic extensions for successive two-year terms unless the agreement is terminated by either party in accordance with the terms and conditions of the agreement.

Under the Citibank Alliance, Citi retains the benefits and risks associated with the ownership of the private label card accounts, provides key customer service functions, including new account openings, transaction authorization, billing adjustments and customer inquiries, receives the finance charge income and incurs the bad debts associated with those accounts.

Pursuant to the Citibank Alliance, we receive on-going cash compensation from Citi based upon the portfolio's earnings. The compensation received from the portfolio is determined monthly and has no recourse provisions. The Company recognized income of \$9.2 million and \$5.9 million from the Citibank Alliance during the three months ended May 2, 2026 and May 3, 2025, respectively.

Capital expenditures were \$17.2 million and \$16.9 million for the three months ended May 2, 2026 and May 3, 2025, respectively. The capital expenditures were primarily related to equipment purchases, the continued construction of new stores and the remodeling of existing stores. During the three months ended May 2, 2026, the Company opened a new location at The Mall at Fairfield Commons in Beavercreek, Ohio (160,000 square feet).

We remain committed to closing stores where appropriate and may incur future closing costs related to such stores when they close.

During the three months ended May 2, 2026 and May 3, 2025, the Company purchased certain treasury bills for \$258.5 million and \$212.4 million, respectively, that are classified as short-term investments. During the three months ended May 2, 2026 and May 3, 2025, the Company received proceeds of \$212.5 million and \$282.8 million, respectively, related to maturities of these short-term investments.

The Company had cash and cash equivalents of \$1.158 billion as of May 2, 2026. The Company maintains a credit facility (“credit agreement”) for general corporate purposes including, among other uses, working capital financing, the issuance of letters of credit, capital expenditures and, subject to certain restrictions, the repayment of existing indebtedness and share repurchases. The credit agreement is secured by certain deposit accounts of the Company and certain inventory of certain subsidiaries and provides a borrowing capacity of \$800 million, subject to certain limitations as outlined in the credit agreement, with a \$200 million expansion option.

In March 2025, the Company amended the credit agreement (the “2025 amendment”). See Note 7, *Revolving Credit Agreement*, in the “Notes to Condensed Consolidated Financial Statements,” in Part I, Item 1 hereof for additional information. During the three months ended May 3, 2025, the Company paid \$3.3 million in issuance costs related to the 2025 amendment, which were recorded in other assets on the condensed consolidated balance sheet. At May 2, 2026, no borrowings were outstanding, and letters of credit totaling \$25.3 million were issued under the credit agreement leaving unutilized availability of \$774.7 million.

During the three months ended May 2, 2026, no share repurchases were made under the Company’s stock repurchase plan. During the three months ended May 3, 2025, the Company repurchased 0.3 million shares of Class A Common Stock at an average price of \$355.65 per share for \$98.0 million under the Company’s stock repurchase plan. As of May 2, 2026, \$165.2 million of authorization remained under the Company’s open stock repurchase plan. The ultimate disposition of the repurchased stock has not been determined. See Note 8, *Stock Repurchase Programs*, in the “Notes to Condensed Consolidated Financial Statements,” in Part I, Item 1 hereof for additional information. During the three months ended May 3, 2025, the Company accrued \$1.0 million of excise tax related to its share repurchase program as an additional cost of treasury shares.

The Company expects to finance its operations in the short-term and long-term from cash on hand, cash flows generated from operations and, if necessary, utilization of the credit facility. Depending upon our actual and anticipated sources and uses of liquidity, the Company will from time to time consider other possible financing transactions, the proceeds of which could be used to fund working capital or for other corporate purposes.

There have been no material changes in the information set forth under the caption “Commercial Commitments” in Item 7-Management’s Discussion and Analysis of Financial Condition and Results of Operations, in the Company’s Annual Report on Form 10-K for the fiscal year ended January 31, 2026.

OFF-BALANCE-SHEET ARRANGEMENTS

The Company has not created, and is not party to, any special-purpose entities or off-balance-sheet arrangements for the purpose of raising capital, incurring debt or operating the Company’s business. The Company does not have any off-balance-sheet arrangements or relationships that are reasonably likely to materially affect the Company’s financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or the availability of capital resources.

CRITICAL ACCOUNTING POLICIES AND ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions about future events that affect the amounts reported in the consolidated financial statements and accompanying notes. The Company evaluates its estimates and judgments on an ongoing basis and predicates those estimates and judgments on historical experience and on various other factors that are believed to be reasonable under the circumstances. Since future events and their effects cannot be determined with absolute certainty, actual results could differ from those estimates. For further information on our critical accounting policies and estimates, see “Item 7-Management’s Discussion and Analysis of Financial Condition

and Results of Operations” and the notes to our audited financial statements included in our Annual Report on Form 10-K for the year ended January 31, 2026. As of May 2, 2026, there have been no material changes to these critical accounting policies and estimates.

NEW ACCOUNTING STANDARDS

For information with respect to new accounting pronouncements and the impact of these pronouncements on our condensed consolidated financial statements, see Note 2, *Accounting Standards*, in the “Notes to Condensed Consolidated Financial Statements,” in Part I, Item 1 hereof.

FORWARD-LOOKING INFORMATION

This report contains certain forward-looking statements. The following are or may constitute forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995: (a) statements including words such as “may,” “will,” “could,” “should,” “believe,” “expect,” “future,” “potential,” “anticipate,” “intend,” “plan,” “estimate,” “continue,” or the negative or other variations thereof; (b) statements regarding matters that are not historical facts; and (c) statements about the Company’s future occurrences, plans and objectives, including statements regarding management’s expectations and forecasts for the remainder of fiscal 2026 and beyond, statements concerning the opening of new stores or the closing of existing stores, statements concerning sources of liquidity, statements concerning share repurchases, statements concerning pension contributions, statements regarding the impacts of inflation, wages, trade restrictions, including tariffs, and the effectiveness of our ongoing initiatives to manage such costs, statements regarding remaining performance obligations, statements regarding expense management and statements concerning estimated taxes. The Company cautions that forward-looking statements contained in this report are based on estimates, projections, beliefs and assumptions of management and information available to management at the time of such statements and are not guarantees of future performance. The Company disclaims any obligation to update or revise any forward-looking statements based on the occurrence of future events, the receipt of new information or otherwise. Forward-looking statements of the Company involve risks and uncertainties and are subject to change based on various important factors. Actual future performance, outcomes and results may differ materially from those expressed in forward-looking statements made by the Company and its management as a result of a number of risks, uncertainties and assumptions. Representative examples of those factors include (without limitation) general retail industry conditions and macro-economic conditions including inflation, economic recession and changes in traffic at malls and shopping centers; economic and weather conditions for regions in which the Company’s stores are located and the effect of these factors on the buying patterns of the Company’s customers, including the effect of changes in prices and availability of oil and natural gas; the availability of and interest rates on consumer credit; the impact of competitive pressures in the department store industry and other retail channels including specialty, off-price, discount and Internet retailers; changes in the Company’s ability to meet labor needs amid nationwide labor shortages and an intense competition for talent; changes in consumer spending patterns, debt levels and their ability to meet credit obligations; high levels of unemployment; changes in tax legislation; trade disputes and changes in trade policies including the imposition (or threat) of new or increased duties, taxes, tariffs and other charges impacting our products or supply chain; changes in legislation and governmental regulations; adequate and stable availability and pricing of materials, production facilities and labor from which the Company sources its merchandise; changes in operating expenses, including employee wages, commission structures and related benefits; system failures or data security breaches; inability to effectively utilize advancements in technology, including artificial intelligence; possible future acquisitions of store properties from other department store operators; the continued availability of financing in amounts and at the terms necessary to support the Company’s future business; fluctuations in SOFR and other base borrowing rates; potential disruption from terrorist activity and the effect on ongoing consumer confidence; epidemic, pandemic or public health issues and their effects on public health, our supply chain, the health and well-being of our employees and customers and the retail industry in general; potential disruption of international trade and supply chain efficiencies; global conflicts (including the ongoing conflicts in the Middle East and Ukraine) and the possible impact on consumer spending patterns and other economic and demographic changes of similar or dissimilar nature, and other risks and uncertainties, including those detailed from time to time in our periodic reports filed with the Securities and Exchange Commission, particularly those set forth under the caption “Item 1A-Risk Factors” in the Company’s Annual Report on Form 10-K for the fiscal year ended January 31, 2026.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

There have been no material changes in the information set forth under the caption “Item 7A-Quantitative and Qualitative Disclosures about Market Risk” in the Company’s Annual Report on Form 10-K for the fiscal year ended January 31, 2026.

Item 4. Controls and Procedures.

The Company has established and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) under the Securities Exchange Act of 1934). The Company’s management, with the participation of our Principal Executive Officer and Co-Principal Financial Officers, has evaluated the effectiveness of the Company’s disclosure controls and procedures as of the end of the fiscal quarter covered by this quarterly report, and based on that evaluation, the Company’s Principal Executive Officer and Co-Principal Financial Officers have concluded that these disclosure controls and procedures were effective.

There were no changes in our internal control over financial reporting that occurred during the fiscal quarter ended May 2, 2026 that have materially affected, or are reasonably likely to materially affect, the Company’s internal control over financial reporting.

PART II. OTHER INFORMATION**Item 1. Legal Proceedings.**

From time to time, the Company is involved in litigation relating to claims arising out of the Company's operations in the normal course of business. This may include litigation with customers, employment related lawsuits, class action lawsuits, purported class action lawsuits and actions brought by governmental authorities. As of June 5, 2026, the Company is not a party to any legal proceedings that, individually or in the aggregate, are reasonably expected to have a material adverse effect on the Company's business, results of operations, financial condition or cash flows.

Item 1A. Risk Factors.

There have been no material changes in the information set forth under the caption "Item 1A-Risk Factors" in the Company's Annual Report on Form 10-K for the fiscal year ended January 31, 2026.

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

(c) Purchases of Equity Securities

Issuer Purchases of Equity Securities

| Period | (a) Total Number of Shares Purchased | (b) Average Price Paid per Share | (c) Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs | (d) Approximate Dollar Value of Shares that May Yet Be Purchased Under the Plans or Programs |
|--|---|---|---|---|
| February 1, 2026 through February 28, 2026 | — | \$ — | — | \$ 165,215,709 |
| March 1, 2026 through April 4, 2026 | — | — | — | 165,215,709 |
| April 5, 2026 through May 2, 2026 | — | — | — | 165,215,709 |
| Total | — | \$ — | — | \$ 165,215,709 |

In May 2023, the Company's Board of Directors approved a stock repurchase program authorizing the Company to repurchase up to \$500 million of its Class A Common Stock under an open-ended plan ("May 2023 Stock Plan"). During the three months ended May 2, 2026, the Company repurchased no shares under its stock repurchase plan. As of May 2, 2026, \$165.2 million of authorization remained under the May 2023 Stock Plan.

Reference is made to the discussion in Note 8, *Stock Repurchase Programs*, in the "Notes to Condensed Consolidated Financial Statements" in Part I, Item 1 of this Quarterly Report on Form 10-Q, which information is incorporated by reference herein.

Item 5. Other Information.

(c) During the three months ended May 2, 2026, none of the Company's directors or officers (as defined in Rule 16a-1(f) under the Securities Exchange Act of 1934) adopted or terminated a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K).

Item 6. Exhibits.

| Number | Description |
|---------------|--|
| 2.1*§ | Agreement and Plan of Merger (Exhibit 2.1 to Form 8-K dated as of March 20, 2026, File No. 1-6140). |
| 2.2* | Amendment No. 1 to Agreement and Plan of Merger (Exhibit 2(c) to Form 10-K for the fiscal year ended January 31, 2026, File No. 1-6140). |
| 10.1 | Voting and Exchange Agreement, dated effective as of June 4, 2026, by and among Dillard's Inc. and the shareholders named therein. |
| 31.1 | Certification of Chief Executive Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. |
| 31.2 | Certification of Co-Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. |
| 31.3 | Certification of Co-Principal Financial Officer Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. |
| 32.1 | Certification of Chief Executive Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350). |
| 32.2 | Certification of Co-Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350). |
| 32.3 | Certification of Co-Principal Financial Officer Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350). |
| 101.INS | XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document |
| 101.SCH | Inline XBRL Taxonomy Extension Schema Document |
| 101.CAL | Inline XBRL Taxonomy Extension Calculation Linkbase Document |
| 101.DEF | Inline XBRL Taxonomy Extension Definition Linkbase Document |
| 101.LAB | Inline XBRL Taxonomy Extension Label Linkbase Document |
| 101.PRE | Inline XBRL Taxonomy Extension Presentation Linkbase Document |
| 104 | Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101) |

* Incorporated by reference as indicated.

§ Certain schedules and exhibits to this agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish to the SEC a copy of any omitted schedule or exhibit upon request.

SIGNATURES

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.

DILLARD'S, INC.
(Registrant)

Date: June 5, 2026

/s/ Phillip R. Watts
Phillip R. Watts
Senior Vice President, Co-Principal Financial Officer and
Principal Accounting Officer

/s/ Chris B. Johnson
Chris B. Johnson
Senior Vice President and Co-Principal Financial Officer

Voting and Exchange Agreement

This Voting and Exchange Agreement (this “*Agreement*”) is entered into as of the Effective Date by and among Dillard’s, Inc., a Texas corporation (the “*Company*”), and each of the undersigned persons (each a “*Stockholder*” and collectively, the “*Stockholders*”). The Company and the Stockholders are referred to herein as the “*Parties*” and each, a “*Party*.”

WHEREAS, each of the Stockholders anticipates becoming a record holder of shares of Class B Common Stock, par value \$0.01 per share, of the Company (the “*Class B Common Stock*”);

WHEREAS, the Stockholders and the Company desire to enter into this Agreement to ensure that, following the Effective Date, (a) the Company retains its status as a “controlled company” under the listing rules of the New York Stock Exchange (or any successor stock exchange), (b) the Stockholders vote their shares of Class B Common Stock in a consistent and unified manner and (c) all shares of Class B Common Stock subject to this Agreement are held only by Lineal Descendants (as defined below) of William Thomas Dillard and other Permitted Transferees (as defined below).

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth below and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Stockholders, intending to be legally bound, do hereby agree as follows:

1. Definitions. When used in this Agreement, the following terms shall have the meanings assigned to them in this Section 1.

(a) “Authorized Representative” means an Owner of Subject Shares that is elected to serve as an “Authorized Representative” under this Agreement as contemplated in Section 3.

(b) “Class A Common Stock” means the Class A Common Stock, par value \$0.01 per share, of the Company.

(c) “Effective Date” means the date on which the Subject Shares set forth on Schedule 1 attached hereto are issued to the Stockholders.

(d) “Exchange Act” means the Securities Exchange Act of 1934, as amended.

(e) “Fair Market Value” means, with respect to a Subject Share (i) if there exists a public market for the shares of Class A Common Stock, either the closing price per share of Class A Common Stock for the last market trading day prior to the date of determination (if traded on a national securities exchange) or the average between the reported high and low bid and asked prices of the Class A Common Stock on the most recent date on which shares of Class A Common Stock were publicly traded (if traded over

the counter) and (ii) if there does not exist a public market for the shares of the Class A Common Stock, then such amount as determined in good faith by the Authorized Representatives.

(f) “Governmental Entity” means any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulatory organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

(g) “Incapacity” of an Authorized Representative shall be determined to arise without the necessity of any judicial proceeding if each of the other Authorized Representatives determines that the Authorized Representative in question is no longer capable, because of physical or mental disease, accident or disability, age or infirmity, of conducting his or her duties set forth in this Agreement with the care, skill and diligence with which he or she has customarily conducted such matters.

(h) “Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Entity.

(i) “Lineal Descendant” of a person means an individual in the direct line of descent of such person including, but not limited to, a child or grandchild, and shall include only lineal descendants by and through birth or by legal adoption of an individual who has not attained age 18 at the time of such adoption.

(j) “Own” or “Ownership” means record ownership of securities.

(k) “Owner” means the Person who Owns the referenced securities.

(l) “Permitted Transfer” means a Transfer of Subject Shares by a Stockholder to a Permitted Transferee; provided that the transferring Stockholder is not then in breach of any provision of this Agreement.

(m) “Permitted Transferee” means (i) a Lineal Descendant of William Thomas Dillard; (ii) a surviving spouse of a Lineal Descendant of William Thomas Dillard; (iii) a trust, the sole current and remainder beneficiaries of which, at all times that the trust is the Owner of Subject Shares, are persons described in clause (i) or (ii); or (iv) a corporation, limited liability company or other entity of which, at all times that such entity is the Owner of Subject Shares, all of the equity ownership is Owned by persons described in clause (i) or (ii) or by a trust or trusts described in clause (iii); in each case, provided such transferee executes a joinder to this Agreement and agrees to be bound by and subject to the terms of this Agreement as a Stockholder hereunder.

(n) “Person” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Entity, unincorporated organization, trust, association or other entity.

(o) “*Pro Rata Portion*” means, with respect to any Stockholder desiring to acquire shares of Class B Common Stock pursuant to Section 6(c), the number of shares of Class B Common Stock equal to the product of (i) the total number of Subject Shares that are subject to the proposed Transfer, multiplied by (ii) a fraction (x) the numerator of which is the total number of Subject Shares owned by such acquiring Stockholder, and (y) the denominator of which is the total number of Subject Shares owned by all of the Stockholders who deliver Exercise Notices indicating a desire to acquire shares of Class B Common Stock pursuant to Section 6(c).

(p) “*Subject Shares*” means all shares of Class B Common Stock Owned by the Stockholders or any of them.

(q) “*Transfer*” means any direct or indirect transfer, sale, offer, exchange, assignment, gift, pledge, conveyance of any legal or Ownership interest in, or other disposition (by merger (including by conversion into securities or other consideration), by tendering into any tender or exchange offer, by testamentary disposition, by operation of Law, or otherwise), encumbrance or conversion (including, for the avoidance of doubt, a conversion of shares of Class B Common Stock into shares of Class A Common Stock other than as contemplated by Section 6(c)(vi)), whether voluntary or involuntary. Without limiting the foregoing, a Transfer includes any disposition or purported disposition resulting from death, intestacy, succession, bankruptcy, insolvency or receivership proceeding, foreclosure, execution, levy or other creditor process, divorce, legal separation, domestic relations or community property order or agreement, court order, or any similar process (each, an “*Involuntary Transfer*”).

2. Representations of Each Stockholder. Each Stockholder, severally and not jointly, hereby represents and warrants to each other Stockholder that:

(a) *Ownership of Shares*. As of the Effective Date, such Stockholder: (i) will be the Owner of, and will have good and marketable title to the Subject Shares set forth adjacent to such Stockholder’s name on Schedule 1 attached hereto, free and clear of any proxy, voting restriction, adverse claim, or other liens, other than those created by this Agreement or under applicable federal or state securities laws; and (ii) except as otherwise provided in this Agreement, will have the sole voting and sole disposition power over such Subject Shares. Except pursuant to this Agreement, there are no options, warrants, or other rights, agreements, arrangements, or commitments of any character to which such Stockholder is a party relating to the pledge, disposition, or voting of any of such Subject Shares and there are no voting trusts or voting agreements with respect to such Subject Shares.

(b) *Power and Authority; Binding Agreement*. Such Stockholder has full power and authority and legal capacity to enter into, execute, and deliver this Agreement and to perform fully such Stockholder’s obligations hereunder (including delivering the proxy described in Section 4(b) below). This Agreement has been duly and validly executed and delivered by such Stockholder and constitutes the legal, valid, and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms,

except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or other similar Laws affecting creditors' rights generally.

(c) *No Conflict.* The execution and delivery of this Agreement by such Stockholder does not, and the consummation of the transactions contemplated hereby and the compliance with the provisions hereof will not, conflict with or violate any Law applicable to such Stockholder or result in any breach or violation of, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration, or cancellation of, or result in the creation of any lien on any of such Stockholder's Subject Shares pursuant to, any agreement or other instrument or obligation (including organizational documents) binding upon such Stockholder or any of such Stockholder's Subject Shares.

(d) *No Consents.* No consent, approval, order, or authorization of, or registration, declaration, or filing with, any Governmental Entity or any other Person on the part of such Stockholder is required in connection with the valid execution, delivery, or performance of this Agreement, except for filings as may be required (i) by any federal or state securities Laws or (ii) by the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

(e) *No Litigation.* There is no action, suit, investigation, or proceeding (whether judicial, arbitral, administrative, or otherwise) (each an "*Action*") pending against, or, to the knowledge of such Stockholder, threatened against or affecting, such Stockholder that could reasonably be expected to materially impair or materially adversely affect the ability of such Stockholder to perform such Stockholder's obligations hereunder or to consummate the transactions contemplated by this Agreement on a timely basis.

3. Authorized Representatives.

(a) The Stockholders shall from time to time elect, by a majority vote of the Subject Shares, three (3) individuals from among the Owners of the Subject Shares to serve as Authorized Representatives hereunder. Each Authorized Representative shall serve in such capacity under this Agreement until his or her earlier death, Incapacity, resignation or removal. Any Authorized Representative may be removed at any time for any reason or no reason upon a majority vote of the Subject Shares.

(b) The Authorized Representatives shall initially be (i) William Thomas Dillard II, (ii) Dennis Alexander Dillard and (iii) James Michael Dillard.

4. Agreement to Vote Shares; Irrevocable Proxy.

(a) *Agreement to Vote and Approve.* With respect to any matter that requires or permits the vote of the Subject Shares, each Stockholder irrevocably and unconditionally agrees during the term of this Agreement to vote his or her Subject Shares on such matter in such a manner as determined by a majority of the Authorized Representatives (which, for the avoidance of doubt, shall also include an abstention from voting if so determined by a majority of the Authorized Representatives). The foregoing obligation shall apply

regardless of whether the vote is taken at a meeting of stockholders of the Company or pursuant to an action or approval by written consent of stockholders of the Company.

(b) Irrevocable Proxy. Each Stockholder hereby appoints each Authorized Representative, each successor Authorized Representative and any designee of any Authorized Representative or successor Authorized Representative, and each of them individually, until the Expiration Time (as defined below) (at which time this proxy shall automatically be revoked), as its proxies and attorneys-in-fact, with full power of substitution and resubstitution, to vote or act by written consent during the term of this Agreement with respect to the Subject Shares in accordance with Section 4(a). This proxy and power of attorney is given to secure the performance of the duties of each Stockholder under this Agreement. Each Stockholder shall take such further action or execute such other instruments as may be necessary to effectuate the intent of this proxy. This proxy and power of attorney granted by each Stockholder hereunder shall be irrevocable during the term of this Agreement, shall be deemed to be coupled with an interest sufficient in law to support an irrevocable proxy, and shall revoke any and all prior proxies granted by a Stockholder with respect to any of the Subject Shares. The power of attorney granted by each Stockholder herein is a durable power of attorney and shall survive the bankruptcy, death, or incapacity of such Stockholder. The proxy and power of attorney granted hereunder shall terminate upon the termination of this Agreement.

5. No Voting Trusts or Other Arrangement. Each Stockholder agrees that, during the term of this Agreement, such Stockholder will not, and will not permit any Person under such Stockholder's control to, deposit any of the Subject Shares in a voting trust, grant any proxies with respect to the Subject Shares, or subject any of the Subject Shares to any arrangement with respect to the voting of the Subject Shares, in each case other than those set forth herein.

6. Transfer and Encumbrance.

(a) *Generally*. Each Stockholder agrees that during the term of this Agreement, such Stockholder will not Transfer any of the Subject Shares or enter into any contract, option, or other agreement with respect to, or consent to, a Transfer of any of the Subject Shares or such Stockholder's voting or economic interest therein, except (i) for Permitted Transfers or (ii) as permitted by and in accordance with Section 6(b) below. Any attempted Transfer of Subject Shares or any interest therein that is not (A) a Permitted Transfer or (B) conducted in accordance with Section 6(b) shall be null and void *ab initio*, and the Company shall not record such Transfer or treat any purported transferee as the holder of Class B Common Stock for any purpose. For the avoidance of doubt, if following a Permitted Transfer, a Permitted Transferee shall cease to qualify as a Permitted Transferee hereunder, the actions or events causing such Person to no longer qualify as a Permitted Transferee hereunder shall constitute a "Transfer" hereunder.

(b) *Transfers to Persons Other Than Permitted Transferees*. Any Transfer or purported Transfer of Subject Shares to any Person who is not a Permitted Transferee will be effected and recognized if, and only if, prior to the consummation of such Transfer, the Stockholder desiring to Transfer Subject Shares (the "Transferring Stockholder") (or, if

applicable, a Personal Representative (as defined below)) provides advance written notice thereof, including the number of Subject Shares to be Transferred (the “Transfer Notice”), to the Secretary of the Company, and the Subject Shares being Transferred shall have been Transferred in compliance with Section 6(c) below.

(c) *Right of First Offer.* Beginning on the Effective Date and ending at the Expiration Time, before a Transferring Stockholder may Transfer any Subject Shares (other than a Permitted Transfer), the Transferring Stockholder shall comply with the following terms and conditions:

(i) The Transfer Notice shall constitute the Transferring Stockholder’s offer to the Company and to the other Stockholders to initiate the transactions contemplated by this Section 6(c) with respect to the Subject Shares that the Transferring Stockholder proposes to Transfer (the “ROFO Shares”).

(ii) Within five (5) business days of receipt of the Transfer Notice, the Secretary of the Company shall provide written notice (the “ROFO Notice”) to each Stockholder (other than the Transferring Stockholder) of (A) the proposed Transfer, (B) the number of ROFO Shares, (C) such Stockholder’s right to acquire shares of Class B Common Stock and (D) the last day of the Election Period (as defined below). For a period of ten (10) days following the date the ROFO Notice is delivered (the “Election Period”), each other Stockholder may elect to purchase up to, but not more than, its Pro Rata Portion of the ROFO Shares by delivering to the Company an irrevocable written notice of exercise (an “Exercise Notice”) specifying the number of shares of Class B Common Stock it elects to acquire and whether it elects to acquire such shares of Class B Common Stock (A) by paying cash directly to the Transferring Stockholder or (B) through the Company-facilitated exchange mechanism described in this Section 6(c). If no Exercise Notice is delivered by a Stockholder within the Election Period, such Stockholder shall be deemed to have waived its rights with respect to such proposed Transfer.

(iii) At the close of the Election Period, the Company shall promptly (and in any event within (2) business days) deliver to the Transferring Stockholder and all Exercising Stockholders a written allocation notice setting forth each Exercising Stockholder’s Pro Rata Portion and the aggregate number of shares of Class B Common Stock to be purchased by all Exercising Stockholders. The total number of shares of Class B Common Stock to be purchased by the Exercising Stockholders shall not exceed the number of ROFO Shares specified in the Transfer Notice. For the avoidance of doubt, if the aggregate number of shares of Class B Common Stock elected to be purchased by the Exercising Stockholders is less than the number of ROFO Shares specified in the Transfer Notice, the unpurchased balance may be Transferred as set forth in Section 6(c)(v) below.

(iv) The closing of all purchases and exchanges under this Section 6(c) shall occur contemporaneously on a single date specified by the Company in the allocation notice, which date shall be not less than three (3) business days and not more than ten (10) business days after the end of the Election Period (the “ROFO”).

Closing”). Notwithstanding the foregoing, if the ROFO Closing would trigger an obligation of the Company or any Stockholder to make a public filing, report, or announcement (under the Exchange Act or otherwise) during a “blackout period,” the Administrator (as defined below) may determine that the ROFO Closing shall be delayed until the second (2nd) business day following the end of the “blackout period.” At the ROFO Closing:

(A) For each Exercising Stockholder that elected to acquire its Pro Rata Portion for cash, such Exercising Stockholder shall deliver to the Transferring Stockholder, by wire transfer of immediately available funds, an amount equal to the product of (x) the number of shares of Class B Common Stock to be purchased for cash by such Exercising Stockholder and (y) the Fair Market Value per share of Class B Common Stock as of the ROFO Closing, against delivery by the Transferring Stockholder of certificates or book-entry notations evidencing such shares of Class B Common Stock free and clear of all liens (other than restrictions under this Agreement and applicable securities laws).

(B) For each Exercising Stockholder that elected to acquire its Pro Rata Portion through the Company-facilitated exchange, (i) the Transferring Stockholder shall surrender to the Company the applicable number of shares of Class B Common Stock, and concurrently receive from the Company an equal number of newly issued shares of Class A Common Stock, in an exchange intended to be exempt from registration under Section 3(a)(9) of the Securities Act of 1933, as amended (the “*Securities Act*”), (ii) such Exercising Stockholder shall surrender to the Company a number of shares of Class A Common Stock equal to the number of shares of Class B Common Stock such Exercising Stockholder elects to acquire, and concurrently receive from the Company an equal number of newly issued shares of Class B Common Stock, in an exchange intended to be exempt from registration under Section 3(a)(9) of the Securities Act, and (iii) the Transferring Stockholder and such Exercising Stockholder shall not make or receive any cash payment in respect of such exchanged shares. The Company shall not receive any commission or other remuneration for effecting such exchanges.

All deliveries shall be made against customary stock powers and transfer instruments reasonably acceptable to the Company and the participating Stockholders, and the Company shall make, as applicable, appropriate entries in its books and records to reflect the transactions described in this Section 6(c).

(v) In the event of any Involuntary Transfer or proposed Involuntary Transfer to any Person who is not a Permitted Transferee, the Transferring Stockholder or, if applicable, any executor, administrator, trustee in bankruptcy, receiver, spouse or former spouse, or other personal representative, fiduciary or transferee by operation of Law (each, a “*Personal Representative*”) shall promptly, and in any event within five (5) business days after becoming aware of such

Involuntary Transfer or proposed Involuntary Transfer, deliver a Transfer Notice in accordance with Section 6(b). If a Transfer Notice is not delivered within such period, the Company may (but shall not be obligated to) deliver a ROFO Notice on behalf of the Transferring Stockholder or the Personal Representative, as applicable, based on the information then available to the Company, and such ROFO Notice shall be effective for all purposes of this Section 6(c). Each Personal Representative shall be bound by, and shall perform, the obligations of the Transferring Stockholder under this Agreement. No Involuntary Transfer (other than a Permitted Transfer) shall be effective to convey any interest in Subject Shares except in compliance with this Section 6.

(vi) If any of the Subject Shares that are the subject of the proposed Transfer are not (A) acquired by the other Stockholders for cash pursuant to this Section 6(c) or (B) exchanged in a Company-facilitated exchange pursuant to this Section 6(c), then such remaining Subject Shares may thereafter be Transferred without restriction, provided such Subject Shares have been converted to shares of Class A Common Stock prior to such Transfer. Any Subject Shares Transferred and converted into shares of Class A Common Stock pursuant to this Section 6(c)(vi) shall, following such Transfer, no longer constitute Subject Shares under this Agreement.

(vii) All Transfers and exchanges under this Section 6(c) shall be subject to compliance with the Texas Business Organizations Code, the Company's organizational documents, applicable federal and state securities laws (including the Securities Act), the rules of any national securities exchange on which the Company's securities are listed, and any contractual restrictions to which the Company is subject. Each Stockholder shall execute and deliver such additional instruments and take such further actions as may be reasonably necessary to effect the transactions contemplated hereby, including providing customary representations regarding title, authority and non-contravention.

(d) The rights and obligations set forth in this Section 6 are in addition to, and not in limitation of, the other provisions of this Agreement, including the grant of irrevocable proxy and the agreement to vote as provided herein. No failure or delay by any Party in exercising any right, power or privilege under this Section 6 shall operate as a waiver thereof.

(e) The Secretary of the Company or such other officer or person as the Secretary may designate in writing (the Secretary, together with any such designee, the "Administrator") shall have the exclusive authority and discretion to administer and interpret this Section 6, to resolve any and all questions, conflicts, ambiguities or inconsistencies arising under this Section 6 (including with respect to the timing, sufficiency and content of any notices), and to make any and all determinations and take any and all actions the Administrator deems necessary or advisable to implement the provisions of this Section 6. All decisions, interpretations and determinations of the Administrator made in good faith shall be final, conclusive and binding on all Parties and all other Persons claiming any rights or interests hereunder, and shall not be subject to *de*

novo review. No Stockholder shall have any claim against the Administrator or the Company arising from any action taken or omitted by the Administrator in connection with the administration of this Section 6, except to the extent such action or omission constitutes fraud, willful misconduct or bad faith. The Administrator may rely in good faith on information provided by any Party, on the advice or opinion of legal counsel, accountants, valuation experts or other advisors selected by the Administrator, and on the Company's books and records, and shall be fully protected in so relying.

7. Additional Shares. Each Stockholder agrees that all shares of Class B Common Stock that such Stockholder purchases, acquires the right to vote, or otherwise acquires Ownership of, after the execution of this Agreement and prior to the Expiration Time shall be subject to the terms and conditions of this Agreement and shall constitute Subject Shares for all purposes of this Agreement. In the event of any stock split, stock dividend, merger, reorganization, recapitalization, reclassification, combination, exchange of shares, or the like of the capital stock of the Company affecting the Subject Shares, the terms of this Agreement shall apply to the resulting securities and such resulting securities shall be deemed to be "Subject Shares" for all purposes of this Agreement.

8. Termination. This Agreement shall terminate upon (the "Expiration Time") the mutual written consent of Stockholders holding at least ninety percent (90%) of the Subject Shares; *provided, however*, that (a) this Section 8 and Section 15 shall survive the termination of this Agreement and remain in full force and effect, and (b) nothing in this Section 8 shall relieve or otherwise limit the liability of any Stockholder for any intentional breach of this Agreement prior to such termination.

9. No Agreement as Director or Officer. Each Stockholder has entered into this Agreement solely in such Stockholder's capacity as the Owner of the Subject Shares (and not in any other capacity, including any capacity as a director or officer of the Company). Nothing in this Agreement: (a) will limit or affect any actions or omissions taken by a Stockholder in such Stockholder's capacity as a director or officer of the Company, and no such actions or omissions shall be deemed a breach of this Agreement; or (b) will be construed to prohibit, limit, or restrict a Stockholder from exercising such Stockholder's fiduciary duties as a director or officer to the Company or its stockholders.

10. Further Assurances. Each Stockholder agrees, from time to time, and without additional consideration, to execute and deliver such additional proxies, documents, and other instruments and to take all such further action as any Authorized Representative may reasonably request to consummate and make effective the transactions contemplated by this Agreement.

11. Stop Transfer Instructions; Restrictive Legend.

(a) At all times commencing with the execution and delivery of this Agreement and continuing until the Expiration Time, in furtherance of this Agreement, each Stockholder hereby authorizes the Company or its counsel to notify the Company's transfer agent (or in the absence of a transfer agent with respect to the Subject Shares, the Secretary of the Company or such other Person responsible for maintaining the stock transfer records

with respect to the Subject Shares), that there is a stop transfer order with respect to all of the Subject Shares (and that this Agreement places limits on the voting and transfer of the Subject Shares), subject to the provisions hereof and provided that any such stop transfer order and notice will immediately be withdrawn and terminated by the Company following the Expiration Time.

(b) Each of the Subject Shares shall be represented by physical stock certificates and shall be deposited with the Secretary of the Company who shall serve as custodian and retain possession of such stock certificates on behalf of the Owners thereof. Stock certificates representing the Subject Shares shall include thereon the following legend:

THESE SHARES ARE SUBJECT TO THE PROVISIONS OF A VOTING AGREEMENT THAT SUBJECT THE HOLDER OF THESE SHARES TO CERTAIN OBLIGATIONS OR LIABILITIES NOT OTHERWISE IMPOSED ON STOCKHOLDERS IN OTHER CORPORATIONS. NO TRANSFER, SALE, EXCHANGE, ASSIGNMENT, GIFT, PLEDGE, CONVEYANCE, ENCUMBRANCE, HYPOTHECATION, CONVERSION, OR OTHER DISPOSITION OF THE SHARES REPRESENTED BY THIS CERTIFICATE MAY BE MADE EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF SUCH VOTING AGREEMENT. IN ADDITION, PURSUANT TO THE VOTING AGREEMENT, THESE SHARES ARE SUBJECT TO AN IRREVOCABLE PROXY. THE HOLDER OF THIS CERTIFICATE, BY ACCEPTANCE OF THIS CERTIFICATE, AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF SUCH VOTING AGREEMENT. THE COMPANY WILL PROVIDE A FREE COPY OF THE VOTING AGREEMENT TO THE RECORD HOLDER OF THIS CERTIFICATE UPON WRITTEN REQUEST TO THE COMPANY'S PRINCIPAL PLACE OF BUSINESS.

12. Specific Performance. Each Stockholder acknowledges that it will be impossible to measure in money the damage to the other Stockholders if a Stockholder fails to comply with any of the obligations imposed by this Agreement, that every such obligation is material and that, in the event of any such failure, the other Stockholders will not have an adequate remedy at law or in damages. Accordingly, each Stockholder agrees that injunctive relief or other equitable remedy, in addition to remedies at law or damages, is the appropriate remedy for any such failure and will not oppose the seeking of such relief on the basis that the other Stockholders have an adequate remedy at law. Each Stockholder agrees that it will not seek, and agrees to waive any requirement for, the securing or posting of a bond in connection with any other Stockholder's seeking or obtaining such equitable relief.

13. Entire Agreement. This Agreement supersedes all prior agreements, written or oral, among the Parties with respect to the subject matter hereof and contains the entire agreement among the Parties with respect to the subject matter hereof. This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by the Company and Stockholders holding at least ninety percent (90%) of the Subject Shares. No waiver of any provisions hereof by any Stockholder shall be deemed a waiver of any other provisions hereof by such

Stockholder, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such Stockholder.

14. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given upon the earlier of: (a) when delivered by hand (providing proof of delivery); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (c) on the date sent by email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient. Such communications must be sent to a Stockholder at the address for such Stockholder set forth on Schedule 1 (or at such other address for a Stockholder as shall be specified in a notice given to all other Stockholders in accordance with this Section 14).

15. Miscellaneous.

(a) Governing Law. This Agreement, and all Actions (whether based on contract, tort, or statute) arising out of or relating to, or in connection with this Agreement or the actions of any of the Parties in the negotiation, administration, performance, or enforcement hereof, shall be governed by and construed in accordance with the internal laws of the State of Arkansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Arkansas or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Arkansas.

(b) Submission to Jurisdiction. Each of the Parties irrevocably agrees that any Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder brought by any Party or its successors or assigns shall be brought and determined exclusively in Arkansas state court sitting in Pulaski County, Arkansas, or in the event (but only in the event) that such court does not have subject matter jurisdiction over such Action, in the United States District Court for the Eastern District of Arkansas. Each of the Parties agrees that service of process or other papers in connection with any such Action in the manner provided for notices in Section 14 or in such other manner as may be permitted by applicable Law, will be valid and sufficient service thereof. Each of the Parties hereby irrevocably submits with regard to any such Action for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the aforesaid courts and agrees that it will not bring any Action relating to this Agreement or any of the transactions contemplated by this Agreement in any court or tribunal other than the aforesaid courts. Each of the Parties hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim, or otherwise, in any Action with respect to this Agreement and the rights and obligations arising hereunder, or for recognition and enforcement of any judgment in respect of this Agreement and the rights and obligations arising hereunder: (i) any claim that it is not personally subject to the jurisdiction of the above named courts for any reason other than the failure to serve process in accordance with this Section 15(b); (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment, or

otherwise); and (iii) to the fullest extent permitted by applicable Law, any claim that (x) the Action in such court is brought in an inconvenient forum, (y) the venue of such Action is improper, or (z) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

(c) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF AN ACTION; (II) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY; AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 15(c).

(d) Severability; Rule Against Perpetuities. If any term or provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible. If any term or provision of this Agreement shall be unlawful or void for violation of: (i) the rule against perpetuities or some analogous statutory provision; (ii) the rule restricting restraints on alienation; or (iii) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for the shorter of (x) the term of such restriction, or (y) the period of the lives of the Stockholders as of the Effective Date, their now living descendants, if any, and the survivor of them, plus twenty-one (21) years.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, DocuSign or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(f) Interpretation. The section headings herein are for convenience of reference only, do not constitute part of this Agreement, and shall not be deemed to limit or otherwise affect any of the provisions hereof. Where a reference in this Agreement is made to a

Section, such reference shall be to a section of this Agreement unless otherwise indicated. Whenever the words “include,” “includes,” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” As used herein, the word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends, and does not simply mean “if,” and the word “or” is not exclusive. The definitions of terms defined herein shall apply equally to the singular and plural forms of such terms. The words “hereof,” “herein,” “hereby,” “hereto,” and “hereunder,” and words of similar import, when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) Assignment. No Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Parties. Subject to the immediately preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and permitted assigns. Any assignment contrary to the provisions of this Section 15(g) shall be null and void.

(h) No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person, other than the Parties and their respective successors and permitted assigns, any legal or equitable right, benefit, or remedy of any nature under or by reason of this Agreement.

(i) Spousal Acknowledgment. Each spouse or civil union partner of each Stockholder or “beneficial owner” (as such term is defined in Rule 13d-3 promulgated under the Exchange Act) of Subject Shares, to the extent applicable, shall execute a spousal consent and acknowledgement in the form attached hereto as Exhibit A pursuant to which such spouse or civil union partner, as applicable, shall agree to be bound by the terms and provisions of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Voting and Exchange Agreement to be duly executed as of the date first written above.

COMPANY:

Dillard's, Inc.

By: /s/ Dean L. Worley

Name: Dean L. Worley
Title: Vice President and
Secretary

STOCKHOLDERS:

/s/ James Michael
Dillard

James Michael Dillard

/s/ Dennis Alexander
Dillard

Dennis Alexander
Dillard

/s/ Drue Dillard
Corbusier

Drue Dillard Corbusier

/s/ Denise Dillard
Mahaffy

Denise Dillard Mahaffy

/s/ William Thomas
Dillard II

William Thomas Dillard
II

/s/ William Thomas
Dillard III

William Thomas Dillard
III

/s/ Amanda Dillard
Shufeldt

Amanda Dillard Shufeldt

/s/ Tabietha Tennant
Dillard

Tabietha Tennant Dillard

[Signature Page to Voting and Exchange Agreement]

*/s/ Charles Frederic
Shufeldt*

Charles Frederic
Shufeldt

ACD Irrevocable Trust

*By: /s/ Annemarie
Cannell Dillard*

Name: Annemarie
Cannell Dillard
Title: Trustee

AMD Irrevocable Trust

*By: /s/ Adrienne
Michelle Dillard*

Name: Adrienne
Michelle Dillard
Title: Trustee

**DADL Irrevocable
Trust**

*By: /s/ Denise
Alexandra Dillard Lucie*

Name: Denise
Alexandra Dillard Lucie
Title: Trustee

**Ellen Wren Dillard
QSST**

*By: /s/ William Thomas
Dillard, III*

Name: William Thomas
Dillard, III
Title: Trustee

**Georgia McRae Dillard
QSST**

*By: /s/ William Thomas
Dillard, III*

Name: William Thomas
Dillard, III
Title: Trustee

**William Thomas
Dillard IV QSST**

*By: /s/ William Thomas
Dillard, III*

Name: William Thomas
Dillard, III
Title: Trustee

Ellis Ava Dillard QSST

By: /s/ *William Thomas
Dillard, III*

Name: William Thomas
Dillard, III
Title: Trustee

**Aiden Leigh Dillard
QSST**

By: /s/ *Amanda Latimer
Dillard Shufeldt*

Name: Amanda Latimer
Dillard Shufeldt
Title: Trustee

**Anderson Todd Dillard
QSST**

By: /s/ *Amanda Latimer
Dillard Shufeldt*

Name: Amanda Latimer
Dillard Shufeldt
Title: Trustee

**Margaret Amanda
Shufeldt QSST**

By: /s/ *Amanda Latimer
Dillard Shufeldt*

Name: Amanda Latimer
Dillard Shufeldt
Title: Trustee

**Alexa Duval Shufeldt
QSST**

By: /s/ *Amanda Latimer
Dillard Shufeldt*

Name: Amanda Latimer
Dillard Shufeldt
Title: Trustee

**Charlotte Frances
Shufeldt QSST**

By: /s/ *Amanda Latimer
Dillard Shufeldt*

Name: Amanda Latimer
Dillard Shufeldt
Title: Trustee

CERTIFICATIONS

I, William Dillard, II, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Dillard's, Inc.;
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: June 5, 2026

/s/ William Dillard, II

William Dillard, II

Chairman of the Board and Chief Executive Officer

CERTIFICATIONS

I, Phillip R. Watts, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Dillard's, Inc.;
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: June 5, 2026

/s/ Phillip R. Watts

Phillip R. Watts

Senior Vice President, Co-Principal Financial Officer and Principal Accounting Officer

CERTIFICATIONS

I, Chris B. Johnson, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Dillard's, Inc.;
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: June 5, 2026

/s/ Chris B. Johnson

Chris B. Johnson

Senior Vice President and Co-Principal Financial Officer

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 Dillard's, Inc. (the "Company") on Form 10-Q for the period ended May 2, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, William Dillard, II, Chairman of the Board and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) and 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.

Date: June 5, 2026

/s/ William Dillard, II

William Dillard, II
Chairman of the Board and
Chief Executive Officer

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 Dillard's, Inc. (the "Company") on Form 10-Q for the period ended May 2, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Phillip R. Watts, Senior Vice President, Co-Principal Financial Officer and Principal Accounting Officer, of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) and 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.

Date: June 5, 2026

/s/ Phillip R. Watts

Phillip R. Watts

Senior Vice President, Co-Principal Financial Officer and Principal
Accounting Officer

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 Dillard's, Inc. (the "Company") on Form 10-Q for the period ended May 2, 2026 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Chris B. Johnson, Senior Vice President and Co-Principal Financial Officer, of the Company, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) and 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.

Date: June 5, 2026

/s/ Chris B. Johnson

Chris B. Johnson

Senior Vice President and Co-Principal Financial Officer
