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DELTA REPORT

10-Q

TGNA - TEGNA INC

10-Q - JUNE 30, 2024 COMPARED TO 10-Q - MARCH 31, 2024

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TOTAL DELTAS 1507

█ **CHANGES** 101

█ **DELETIONS** 1090

█ **ADDITIONS** 316

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

FORM 10-Q

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

For the quarterly period ended **March 31, June 30, 2024**

OR

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

Commission file number 1-6961

TEGNA INC.

(Exact name of registrant as specified in its charter)

Delaware

16-0442930

(State or other jurisdiction of incorporation
or organization)

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

8350 Broad Street, Suite 2000,

22102-5151

Tysons, Virginia

(Zip Code)

(Address of principal executive offices)

(703) 873-6600

(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock	TGNA	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 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"/>
<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

The total number of shares of the registrant's Common Stock, \$1 par value, outstanding as of April 30, 2024 July 31, 2024 was 169,605,246 165,432,173.

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March 31, 2024 June 30, 2024 FORM 10-Q

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

TEGNA Inc.

CONDENSED CONSOLIDATED BALANCE SHEETS

In thousands of dollars (Unaudited)

	Mar. 31, 2024	Dec. 31, 2023	June 30, 2024	Dec. 31, 2023
ASSETS				
<i>Current assets</i>				
Cash and cash equivalents	\$ 430,764	\$ 361,036	\$ 445,729	\$ 361,036
Accounts receivable, net of allowances of \$2,535 and \$2,845, respectively	604,537	624,445		
Accounts receivable, net of allowances of \$4,170 and \$2,845, respectively	605,226	624,445		
Other receivables	11,023	9,299	10,812	9,299
Syndicated programming rights	21,281	31,530	10,969	31,530
Prepaid expenses and other current assets	28,386	24,008	26,277	24,008
Total current assets	1,095,991	1,050,318	1,099,013	1,050,318
<i>Property and equipment</i>				
Cost	1,082,848	1,078,209	1,079,620	1,078,209
Less accumulated depreciation	(640,149)	(626,029)	(634,024)	(626,029)
Net property and equipment	442,699	452,180	445,596	452,180
<i>Intangible and other assets</i>				
Goodwill	3,015,973	2,981,587	3,015,973	2,981,587
Indefinite-lived and amortizable intangible assets, less accumulated amortization of \$257,433 and \$289,949, respectively	2,349,712	2,328,972		
Indefinite-lived and amortizable intangible assets, less accumulated amortization of \$269,827 and \$289,949, respectively	2,336,049	2,328,972		
Right-of-use assets for operating leases	70,897	73,479	68,084	73,479
Investments and other assets	129,388	113,521	124,616	113,521
Total intangible and other assets	5,565,970	5,497,559	5,544,722	5,497,559

Total assets	\$ 7,104,660	\$ 7,000,057	\$ 7,089,331	\$ 7,000,057
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The accompanying notes are an integral part of these condensed consolidated financial statements.

TEGNA Inc.

CONDENSED CONSOLIDATED BALANCE SHEETS

In thousands of dollars, except par value and share amounts (Unaudited)

	Mar. 31, 2024	Dec. 31, 2023	June 30, 2024	Dec. 31, 2023
LIABILITIES, REDEEMABLE NONCONTROLLING INTEREST AND EQUITY				
<i>Current liabilities</i>				
Accounts payable	\$ 80,001	\$ 114,950	\$ 79,130	\$ 114,950
Accrued liabilities				
Compensation	48,271	54,929	43,869	54,929
Interest	11,891	45,144	43,977	45,144
Contracts payable for programming rights	130,298	119,562	121,629	119,562
Other	97,064	82,782	93,394	82,782
Income taxes payable	66,453	6,005	43,778	6,005
Total current liabilities	433,978	423,372	425,777	423,372
<i>Noncurrent liabilities</i>				
Deferred income tax liability	578,244	578,219	577,334	578,219
Long-term debt	3,073,692	3,072,801	3,074,592	3,072,801
Pension liabilities	69,706	70,483	67,885	70,483
Operating lease liabilities	70,937	73,733	68,050	73,733
Other noncurrent liabilities	61,040	57,765	55,038	57,765
Total noncurrent liabilities	3,853,619	3,853,001	3,842,899	3,853,001
Total liabilities	\$ 4,287,597	\$ 4,276,373	\$ 4,268,676	\$ 4,276,373
Commitments and contingent liabilities (see Note 10)				
Redeemable noncontrolling interest (see Note 1)	\$ 19,174	\$ 18,812	\$ 19,555	\$ 18,812
Shareholders' equity				
<i>Shareholders' equity</i>				
Common stock of \$1 per value per share, 800,000,000 shares authorized, 324,418,632 shares issued	324,419	324,419	324,419	324,419
Additional paid-in capital	27,941	27,941	27,941	27,941
Retained earnings	8,248,066	8,091,245	8,281,037	8,091,245
Accumulated other comprehensive loss	(118,499)	(119,610)	(117,389)	(119,610)
Less treasury stock at cost, 153,095,072 shares and 144,502,338 shares, respectively	(5,684,038)	(5,619,123)		
Less treasury stock at cost, 157,538,421 shares and 144,502,338 shares, respectively	(5,714,908)	(5,619,123)		
Total equity	2,797,889	2,704,872	2,801,100	2,704,872
Total liabilities, redeemable noncontrolling interest and equity	\$ 7,104,660	\$ 7,000,057	\$ 7,089,331	\$ 7,000,057

The accompanying notes are an integral part of these condensed consolidated financial statements.

TEGNA Inc.**CONSOLIDATED STATEMENTS OF INCOME***Unaudited, in thousands of dollars, except per share amounts*

	Quarter ended Mar. 31,		Quarters ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023	2024	2023
Revenues	\$ 714,252	\$ 740,327	\$ 710,363	\$ 731,506	\$ 1,424,615	\$ 1,471,833
Operating expenses:						
Cost of revenues ¹	430,567	426,932	432,044	430,528	862,611	857,460
Business units - Selling, general and administrative expenses	102,260	99,109	94,938	97,231	197,198	196,340
Corporate - General and administrative expenses	14,798	12,100	12,685	26,506	27,483	38,606
Depreciation	14,310	15,049	15,173	14,987	29,483	30,036
Amortization of intangible assets	13,660	13,582	13,663	13,296	27,323	26,878
Asset impairment and other	1,097	—	—	3,359	1,097	3,359
Merger termination fee	—	(136,000)	—	(136,000)	—	—
Total	576,692	566,772	568,503	449,907	1,145,195	1,016,679
Operating income	137,560	173,555	141,860	281,599	279,420	455,154
Non-operating (expense) income:						
Interest expense	(42,368)	(42,906)	(41,748)	(42,797)	(84,116)	(85,703)
Interest income	5,573	7,573	5,873	8,536	11,446	16,109
Other non-operating items, net	149,758	(2,399)	(2,749)	(3,038)	147,009	(5,437)
Total	112,963	(37,732)	(38,624)	(37,299)	74,339	(75,031)
Income before income taxes	250,523	135,823	103,236	244,300	353,759	380,123
Provision for income taxes	61,261	31,819	21,207	44,207	82,468	76,026
Net income	189,262	104,004	82,029	200,093	271,291	304,097
Net loss attributable to redeemable noncontrolling interest	298	299	115	12	413	311
Net income attributable to TEGNA Inc.	\$ 189,560	\$ 104,303	\$ 82,144	\$ 200,105	\$ 271,704	\$ 304,408
Earnings per share:						
Basic	\$ 1.06	\$ 0.46	\$ 0.48	\$ 0.92	\$ 1.56	\$ 1.37
Diluted	\$ 1.06	\$ 0.46	\$ 0.48	\$ 0.92	\$ 1.55	\$ 1.37
Weighted average number of common shares outstanding:						
Basic shares	177,823	224,544	169,512	217,830	173,668	221,168
Diluted shares	178,437	224,839	169,880	217,979	174,158	221,391

¹ Cost of revenues exclude charges for depreciation and amortization expense, which are shown separately.*The accompanying notes are an integral part of these condensed consolidated financial statements.*

TEGNA Inc.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

Unaudited, in thousands of dollars

	Quarter ended Mar. 31,		Quarters ended June 30,		Six months ended June 30,	
	2024		2023		2024	
	\$ 189,262	\$ 104,004	\$ 82,029	\$ 200,093	\$ 271,291	\$ 304,097
Net Income						
Recognition of previously deferred post-retirement benefit plan costs	1,500	1,450	1,495	1,327	2,995	2,777
Income tax effect related to components of other comprehensive income	(389)	(372)	(385)	(339)	(774)	(711)
Other comprehensive income, net of tax	1,111	1,078	1,110	988	2,221	2,066
Comprehensive income	190,373	105,082	83,139	201,081	273,512	306,163
Comprehensive loss attributable to redeemable noncontrolling interest	298	299	115	12	413	311
Comprehensive income attributable to TEGNA Inc.	\$ 190,671	\$ 105,381	\$ 83,254	\$ 201,093	\$ 273,925	\$ 306,474

The accompanying notes are an integral part of these condensed consolidated financial statements.

TEGNA Inc.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

Unaudited, in thousands of dollars

	Three months ended Mar. 31,		Six months ended June 30,	
	2024	2023	2024	2023
Cash flows from operating activities:				
Net income	\$ 189,262	\$ 104,004	\$ 271,291	\$ 304,097
Adjustments to reconcile net income to net cash flow from operating activities:				
Depreciation and amortization	27,970	28,631	56,806	56,914
Employee stock-based compensation awards	11,132	3,688		
Employee stock-based compensation expenses	20,070	8,845		
Company stock 401(k) match contributions	5,429	5,564	10,216	10,226
Gain on investment sale	(152,867)	—		
Gain on investment sales	(153,626)	—		
Equity loss in unconsolidated investments, net	234	237	604	520
Merger termination fee	—	(136,000)		
Pension expense, net of employer contributions	742	1,416	436	2,655
Change in operating assets and liabilities, net of acquisitions:				
Decrease in trade receivables	22,153	20,615	19,830	64,356
(Decrease) increase in accounts payable	(34,950)	12,100	(35,820)	2,576
Increase (decrease) in interest and taxes payable	26,958	(1,627)		
(Decrease) increase in deferred revenue	(533)	1,797		
Increase in interest and taxes payable	33,194	1,100		
Increase in deferred revenue	50	861		
Changes in other assets and liabilities, net	4,850	(6,038)	2,108	(8,665)

Net cash flow from operating activities	100,380	170,387	225,159	307,485
<i>Cash flows from investing activities:</i>				
Purchase of property and equipment	(4,911)	(2,845)	(20,883)	(14,491)
Payments for acquisitions of businesses and assets, net of cash acquired	(52,799)	(1,150)	(52,799)	(1,150)
Payments for investments	(8,985)	(163)	(9,789)	(328)
Proceeds from investments	152,867	23	155,037	23
Proceeds from sale of assets	52	13	64	39
Net cash flow provided by (used for) investing activities	86,224	(4,122)	71,630	(15,907)
<i>Cash flows from financing activities:</i>				
Repurchase of common stock	(82,394)	—	(154,699)	(300,000)
Dividends paid	(19,898)	(21,360)	(40,914)	(40,489)
Payments for debt issuance costs	(6,448)	—		
Payments for financing costs	(6,448)	—		
Other, net	(8,136)	(13,407)	(10,035)	(13,397)
Net cash flow used for financing activities	(116,876)	(34,767)	(212,096)	(353,886)
Increase in cash and cash equivalents	69,728	131,498		
Increase (decrease) in cash and cash equivalents	84,693	(62,308)		
Balance of cash and cash equivalents at beginning of period	361,036	551,681	361,036	551,681
Balance of cash and cash equivalents at end of period	\$ 430,764	\$ 683,179	\$ 445,729	\$ 489,373
Supplemental cash flow information:				
Cash paid for income taxes, net of refunds	\$ 1,044	\$ 914	\$ 48,091	\$ 74,372
Cash paid for interest	\$ 74,240	\$ 73,862	\$ 82,619	\$ 83,058

The accompanying notes are an integral part of these condensed consolidated financial statements.

TEGNA Inc.

CONSOLIDATED STATEMENTS OF EQUITY AND REDEEMABLE NONCONTROLLING INTEREST

Unaudited, in thousands of dollars, except per share data

Quarters ended:	Redeemable noncontrolling interest	Accumulated						Redeemable noncontrolling interest	Accumulated						
		Additional		other					Additional		other				
		Common stock	paid-in capital	Retained earnings	comprehensive loss	Treasury stock	Total Equity		Common stock	paid-in capital	Retained earnings	comprehensive loss	Treasury stock	Total Equity	
Balance as of Dec. 31, 2023	\$ 18,812	\$ 324,419	\$ 27,941	\$ 8,091,245	\$ (119,610)	\$ (5,619,123)	\$ 2,704,872								
Balance as of Mar. 31, 2024	\$ 19,174	\$ 324,419	\$ 27,941	\$ 8,248,066	\$ (118,499)	\$ (5,684,038)	\$ 2,797,889								
Net (loss) income	(298)	—	—	189,560	—	—	189,560	(115)	—	—	82,144	—	—	82	
Other comprehensive income, net of tax	—	—	—	—	1,111	—	1,111	—	—	—	—	1,110	—	1	

Total comprehensive income				190,671						83
Dividends declared: \$0.11375 per share	—	—	(19,898)	—	—	(19,898)				
Dividends declared: \$0.125 per share	—	—	(21,016)	—	—	(21,016)				
Company stock 401(k) match contributions	—	—	(15,532)	(2,719)	—	23,680	5,429	—	—	21,405
Stock-based awards activity	—	—	(54,029)	(9,462)	—	55,354	(8,137)	—	—	18,416
Employee stock-based compensation awards	—	—	11,132	—	—	—	11,132			(1)
Employee stock-based compensation expenses	—	—	8,938	—	—	—	8,938			
Repurchase of common stock	—	—	58,029	—	—	(143,949)	(85,920)	—	—	(70,691)
Adjustment of redeemable noncontrolling interest to redemption value	660	—	—	(660)	—	—	(660)	496	—	(496)
Other activity	—	—	400	—	—	—	400	—	—	—
Balance as of Mar. 31, 2024	\$ 19,174		\$ 324,419	\$ 27,941	\$ 8,248,066	\$ (118,499)	\$ (5,684,038)	\$ 2,797,889		
Balance as of June 30, 2024	\$ 19,555		\$ 324,419	\$ 27,941	\$ 8,281,037	\$ (117,389)	\$ (5,714,908)	\$ 2,801,100		

		Redeemable noncontrolling interest	Accumulated other								
			Common stock	paid-in capital	Retained earnings	comprehensive loss	Treasury stock	Total Equity			
Balance as of Dec. 31, 2022		\$ 17,418	\$ 324,419 \$ 27,941 \$ 7,898,055 \$ (125,533) \$ (5,053,160) \$ 3,071,722								
			Accumulated other								
			Common stock	paid-in capital	Retained earnings	comprehensive loss	Treasury stock	Total Equity			
Balance as of Mar. 31, 2023		\$ 17,754	\$ 324,419	\$ 27,941	\$ 7,879,619	\$ (124,455)	\$ (4,956,259)	\$ 3,151,265			
Net (loss) income		(299)	—	—	104,303	—	—	104,303	(12)	—	200,105
Other comprehensive income, net of tax		—	—	—	—	1,078	—	1,078	—	—	988
											200,105
											988

Total comprehensive income					105,381					201,093
Dividends declared:	—	—	—	(21,360)	—	—	(21,360)	—	—	(19,130)
\$0.095 per share										
Company stock 401(k) match contributions	—	—	(575)	(14,491)	—	20,630	5,564	—	—	4,662
Stock-based awards activity	—	—	(3,425)	(86,253)	—	76,271	(13,407)	—	—	11
Employee stock-based compensation awards	—	—	3,688	—	—	—	3,688			
Employee stock-based compensation expenses	—	—	5,157	—	—	—	5,157			
Repurchase of common stock	—	—	—	—	—	—	—	—	(4,220)	(55,780)
Adjustment of redeemable noncontrolling interest to redemption value	635	—	—	(635)	—	—	(635)	364	—	(378,744)
Other activity	—	—	312	—	—	—	312	—	—	(438,744)
Balance as of Mar. 31, 2023	\$ 17,754	\$ 324,419	\$ 27,941	\$ 7,879,619	\$ (124,455)	\$ (4,956,259)	\$ 3,151,265			
Balance as of June 30, 2023	\$ 18,106	\$ 324,419	\$ 27,941	\$ 7,989,312	\$ (123,467)	\$ (5,314,047)	\$ 2,904,158			

The accompanying notes are an integral part of these condensed consolidated financial statements.

TEGNA Inc.

CONSOLIDATED STATEMENTS OF EQUITY AND REDEEMABLE NONCONTROLLING INTEREST

Unaudited, in thousands of dollars, except per share data

Six Months Ended:	Redeemable noncontrolling interest	Accumulated other comprehensive loss						Total Equity	
		Common stock	Additional paid-in capital	Retained earnings	comprehensive loss				
					Treasury stock				
Balance as of Dec. 31, 2023	\$ 18,812	\$ 324,419	\$ 27,941	\$ 8,091,245	\$ (119,610)	\$ (5,619,123)	\$ 2,704,872		
Net (loss) income		—	—	271,704	—	—	271,704		
Other comprehensive income, net of tax		—	—	—	2,221	—	2,221		
Total comprehensive income							273,925		
Dividends declared: \$0.23875 per share		—	—	(40,914)	—	—	(40,914)		
Company stock 401(k) match contributions		—	(19,704)	(15,165)	—	45,085	10,216		
Stock-based awards activity		—	(59,128)	(24,677)	—	73,770	(10,035)		
Employee stock-based compensation expenses		—	20,070	—	—	—	20,070		
Repurchase of common stock		—	58,029	—	—	(214,640)	(156,611)		
Adjustment of redeemable noncontrolling interest to redemption value	1,156	—	—	(1,156)	—	—	(1,156)		
Other activity	—	—	733	—	—	—	733		
Balance as of June 30, 2024	\$ 19,555	\$ 324,419	\$ 27,941	\$ 8,281,037	\$ (117,389)	\$ (5,714,908)	\$ 2,801,100		

Redeemable noncontrolling interest	Common stock	Additional paid-in capital	Retained earnings	Accumulated other comprehensive loss	Treasury stock	Total Equity
Balance as of Dec. 31, 2022	\$ 17,418					
Net (loss) income	(311)					
Other comprehensive income, net of tax	—					
Total comprehensive income						306,474
Dividends declared: \$0.19 per share	—		(40,489)	—	—	(40,489)
Company stock 401(k) match contributions	—	(1,536)	(27,188)	—	38,950	10,226
Stock-based awards activity	—	(3,609)	(88,695)	—	78,907	(13,397)
Employee stock-based compensation expenses	—	8,845	—	—	—	8,845
Repurchase of common stock	—	(4,220)	(55,780)	—	(378,744)	(438,744)
Adjusted redeemable noncontrolling interest to redemption value	999	—	(999)	—	—	(999)
Other activity	—	520	—	—	—	520
Balance as of June 30, 2023	\$ 18,106					
	\$ 324,419	\$ 27,941	\$ 7,989,312	\$ (123,467)	\$ (5,314,047)	\$ 2,904,158

The accompanying notes are an integral part of these condensed consolidated financial statements.

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TEGNA Inc.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 – Basis of presentation and accounting policies

Basis of presentation: Our (or TEGNA's) accompanying unaudited condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP) for interim financial reporting, the instructions for Form 10-Q and Article 10 of the U.S. Securities and Exchange Commission (SEC) Regulation S-X. Accordingly, they do not include all information and footnotes which are normally included in the Form 10-K and annual report to shareholders. In our opinion, the condensed consolidated financial statements reflect all adjustments of a normal recurring nature necessary for a fair statement of the results for the interim periods presented. The condensed consolidated financial statements should be read in conjunction with our audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2023.

The preparation of these condensed consolidated financial statements requires us to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements and accompanying notes. We use the best information available in developing significant estimates inherent in our financial statements. Actual results could differ from these estimates, and these differences resulting from changes in facts and circumstances could be material. Significant estimates include, but are not limited to, evaluation of goodwill and other intangible assets for impairment, allocation of purchase price to assets and liabilities in business combinations, fair value measurements, post-retirement benefit plans, income taxes including deferred taxes, and contingencies. The condensed consolidated financial statements include the accounts of subsidiaries we control. We eliminate all intercompany balances, transactions, and profits in consolidation. Investments in entities over which we have significant influence, but do not have control, are accounted for under the equity method. Our share of net earnings and losses from these ventures were previously included in "Equity loss in unconsolidated investments, net" in the Consolidated Statements of Income, however beginning in the first quarter of 2024 such amounts are now included in "Other non-operating items, net". Additionally, we now present interest income separately within the Non-operating income (expense) section of our Consolidated Statements of Income. We have recast the prior year amounts to conform to these new presentations.

We operate one operating and reportable segment, which primarily consists of our 64 television stations and two radio stations operating in 51 markets, providing high-quality television programming and digital content. Our reportable segment determination is based on our management and internal reporting structure, the nature of products and services we offer, and the financial information that is evaluated regularly by our chief operating decision maker.

Accounting guidance adopted in 2024: We did not adopt any new accounting guidance in 2024 that had a material impact on our condensed consolidated financial statements or disclosures.

New accounting guidance not yet adopted: In November 2023, the Financial Accounting Standards Board (FASB) issued new guidance that changes required disclosures related to segment reporting. The guidance will require entities to disclose on a quarterly and annual basis the significant segment expense items that are regularly provided to the entity's chief operating decision maker (CODM). Entities will also be required to disclose the title and position of their CODM. The new guidance is effective for us beginning in 2024 on an annual basis and the first quarter of 2025 on a quarterly basis, and is to be applied on a retrospective basis. Early adoption of the guidance is permitted. We are currently evaluating the effect this new guidance will have on our disclosures.

In December 2023, the FASB issued new guidance that changes certain disclosures related to income taxes. The guidance requires entities to disclose additional quantitative and qualitative information about the reconciliation between their statutory and effective tax rates. Specifically, the guidance requires disaggregation of the reconciling items using standardized categories. This guidance also requires additional disclosure of income taxes paid to now include disaggregation on a federal, state and foreign basis and to specifically include the amount of income taxes paid to individual jurisdictions when they represent five percent or more of total income tax payments. The new guidance is effective for us beginning in 2025 **annual reporting** and may be applied on either a prospective or retrospective basis. Early adoption of the guidance is permitted. We are currently evaluating the effect this new guidance will have on our disclosures.

In March 2024, the U.S. Securities and Exchange Commission ("SEC") adopted the final rule under SEC Release No. 33-11275, The Enhancement and Standardization of Climate-Related Disclosures for Investors. This rule will require companies to make disclosures about climate-related matters, specifically, it will require the disclosure of:

- Climate-related risks that are reasonably likely to have a material impact on a company's business strategy, results of operations or financial condition;
- The nature and extent of management's role in assessing and managing climate-related risks and the board of directors' oversight of such risks, whether and how climate-related risks are integrated into the company's overall risk management processes, and any transition plans to manage material transition risks that are part of the company's risk management strategy;
- The processes for identifying, assessing, and managing climate-related risks;

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- Any climate-related target or goal that has materially affected or is reasonably likely to materially affect the registrant's business, results of operations, or financial condition; and
- Measures related to greenhouse gas emissions.

On April 4, 2024, the SEC stayed these rules due to pending legal challenges.

We are currently evaluating the final rule to determine its impact on our future disclosures.

Trade receivables and allowances for doubtful accounts: Trade receivables are recorded at invoiced amounts and generally do not bear interest. The allowance for doubtful accounts reflects our estimate of credit exposure, determined principally on the basis of our collection experience, aging of our receivables and any specific reserves needed for certain customers based on their credit risk. Our allowance also takes into account expected future trends which may impact our customers' ability to pay, such as economic growth (or declines), unemployment and demand for our products and services. We monitor the credit quality of our customers and their ability to pay through the use of analytics and communication with individual customers. As of **March 31, 2024** **June 30, 2024**, our allowance for doubtful accounts was **\$2.5** **4.2** million as compared to \$2.8 million as of December 31, 2023.

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Redeemable Noncontrolling interest: Our Premion business operates an advertising network for over-the-top (OTT) streaming and connected television platforms. In March 2020, we sold a minority interest in Premion to an affiliate of Gray Television (Gray) and entered into a commercial reselling agreement with the affiliate. **During the first quarter of 2023, we entered into a multi-year extension of the reselling agreement with Gray.** Gray's investment allows it to sell its interest to Premion if there is a change in control of TEGNA or if the commercial agreement terminates. Since redemption of the minority ownership interest is outside our control, Gray's equity interest is presented outside of the Equity section on the Condensed Consolidated Balance Sheets in the caption "Redeemable noncontrolling interest." When the redemption or carrying value (the acquisition date fair value adjusted for the noncontrolling interest's share of net income (loss) and dividends) is less than the recorded redemption value, we adjust the redeemable noncontrolling interest to equal the redemption value with changes recognized as an adjustment to retained earnings. Any such adjustment, when necessary, will be performed as of the applicable balance sheet date.

Treasury Stock: We account for treasury stock under the cost method. When treasury stock is re-issued at a price higher than its cost, the difference is recorded as a component of additional paid-in-capital (APIC) in our Condensed Consolidated Balance Sheets. When treasury stock is re-issued at a price lower than its cost, the difference is recorded as a component of APIC to the extent that there are previously recorded gains to offset the losses. If there are no accumulated gains in APIC, the losses upon re-issuance of treasury stock are recorded as a reduction of retained earnings in our Condensed Consolidated Balance Sheets.

Revenue recognition: Revenue is recognized upon the transfer of control of promised services to our customers in an amount that reflects the consideration we expect to receive in exchange for those services. Revenue is recognized net of any taxes collected from customers, which are subsequently remitted to governmental authorities. Amounts received from customers in advance of providing services to our customers are recorded as deferred revenue.

The primary sources of our revenues are: 1) subscription revenues, reflecting fees paid by satellite, cable, OTT (companies that deliver video content to consumers over the Internet) and telecommunications providers to carry our television signals on their systems; 2) advertising & marketing services revenues, which include local and national non-political television advertising, digital marketing services (including Premion), advertising on the stations' websites, tablet and mobile products, and OTT apps; 3) political advertising revenues, which are driven by even-year election cycles at the local and national level (e.g. 2022, 2024, etc.) and particularly in the second half of those years; and 4) other services, such as production of programming, tower rentals and distribution of our local news content.

Revenue earned by these sources in the **second quarter and first quarter six months** of 2024 and 2023 are shown below (amounts in thousands):

	Quarter ended Mar. 31,	
	2024	2023
Subscription	\$ 375,324	\$ 414,280
Advertising & Marketing Services	298,692	307,845
Political	27,828	5,291
Other	12,408	12,911
Total revenues	\$ 714,252	\$ 740,327

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	Quarters ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023
Subscription	\$ 367,025	\$ 396,126	\$ 742,349	\$ 810,406
Advertising & Marketing Services	300,977	317,726	599,669	625,571
Political	31,643	5,991	59,471	11,282
Other	10,718	11,663	23,126	24,574
Total revenues	\$ 710,363	\$ 731,506	\$ 1,424,615	\$ 1,471,833

NOTE 2 – Goodwill and other intangible assets

The following table displays goodwill, indefinite-lived intangible assets, and amortizable intangible assets as of **March 31, 2024** June 30, 2024 and December 31, 2023 (in thousands):

	Mar. 31, 2024		Dec. 31, 2023		June 30, 2024		Dec. 31, 2023	
	Gross	Accumulated Amortization						
Goodwill	\$ 3,015,973	\$ —	\$ 2,981,587	\$ —	\$ 3,015,973	\$ —	\$ 2,981,587	\$ —
Indefinite-lived intangibles:								
Television and radio station FCC broadcast licenses	2,124,731		2,124,731		2,124,731		2,124,731	
Amortizable intangible assets:								
Retransmission agreements	101,423	(88,477)	113,621	(95,619)	101,423	(92,951)	113,621	(95,619)
Network affiliation agreements	275,524	(116,239)	309,502	(144,834)	275,524	(121,623)	309,502	(144,834)
Other	105,467	(52,717)	71,067	(49,496)	104,198	(55,253)	71,067	(49,496)
Total indefinite-lived and amortizable intangible assets	\$ 2,607,145	\$ (257,433)	\$ 2,618,921	\$ (289,949)	\$ 2,605,876	\$ (269,827)	\$ 2,618,921	\$ (289,949)

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Our retransmission agreements and network affiliation agreements are amortized on a straight-line basis over their estimated useful lives. Other intangibles primarily include distribution agreements from our multicast networks acquisition, which are also amortized on a straight-line basis over their useful lives. In the first **quarter six months** of 2024, gross intangible assets and associated accumulated amortization decreased by **\$46.2 47.4** million, due to certain intangible assets reaching the end of their useful lives.

On January 31, 2024, Premion, LLC acquired substantially all the assets of Octillion Media, a next-generation, demand-side platform focused on Local Connected TV(CTV)/Over-the-Top (OTT) advertising. The acquisition **will expand** **expands** Premion's capabilities in the growing CTV marketplace by combining Octillion's technology with Premion's local CTV/OTT advertising solution.

The base purchase price of the acquisition was \$56.0 million plus an adjustment for working capital and a maximum earnout of \$14.0 million that the sellers will be entitled to receive if the Octillion Media business achieves certain technological and financial milestones during a defined period following the closing. **Through** **During the first quarter of 2024, six months ended June 30, 2024,** \$52.8 million of the purchase price had been paid.

The acquisition was funded with available cash on hand.

We are accounting for the acquisition as a business combination, which **required** **requires** us to record the assets acquired and liabilities assumed at fair value. The amount by which the purchase price exceeds the fair value of the net assets acquired **was** **is** recorded as goodwill. We have commenced the appraisals necessary to assess the fair values of the tangible and intangible assets acquired and liabilities assumed and the amount of goodwill to be recognized. Based on preliminary valuations we have recorded \$34.4 million of intangible assets related to acquired technology and customer relationships. We also recorded an additional \$34.4 million as goodwill, which represents the future economic benefits expected to arise from the acquisition that do not qualify for separate recognition, including assembled workforce, as well as future synergies that we expect to generate. The goodwill and intangible assets are expected to be deductible for tax purposes.

The amounts recorded for acquired assets and liabilities are preliminary in nature and are subject to adjustment as additional information is obtained about the facts and circumstances that existed as of the acquisition date.

NOTE 3 – Investments and other assets

Our investments and other assets consisted of the following as of **March 31, 2024** **June 30, 2024** and December 31, 2023 (in thousands):

	Mar. 31, 2024	Dec. 31, 2023
Cash value life insurance	\$ 51,706	\$ 50,865
Equity method investments	16,520	16,195
Other equity investments	22,454	19,526
Deferred debt issuance costs	7,274	—
Prepaid assets	8,851	9,878
Other long-term assets	22,583	17,057
Total	\$ 129,388	\$ 113,521

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	June 30, 2024	Dec. 31, 2023
Cash value life insurance	\$ 51,644	\$ 50,865
Equity method investments	16,904	16,195
Other equity investments	20,972	19,526
Deferred financing costs	6,898	—
Prepaid assets	7,973	9,878

Other long-term assets	20,225	17,057
Total	\$ 124,616	\$ 113,521

Cash value life insurance: We are the beneficiary of life insurance policies on the lives of certain employees/retirees, which are recorded at their cash surrender value as determined by the insurance carrier. These policies are utilized as a partial funding source for deferred compensation and other non-qualified employee retirement plans. Gains and losses on these investments are included in "Other non-operating items, net" within our Consolidated Statements of Income and were not material for all periods presented.

Equity method investments: These are investments in entities in which we have significant influence, but do not have a controlling financial interest. Our share of net earnings and losses from these ventures is included in "Other non-operating items, net" in the Consolidated Statements of Income.

Other equity investments: Represents investments in non-public businesses that do not have readily determinable pricing, and for which we do not have control and do not exert significant influence. These investments are recorded at cost less impairments, if any, plus or minus changes in observable prices for those investments.

In the first quarter of 2024 we received \$152.9 million of pre-tax cash proceeds upon the completion of the previously announced sale of Broadcast Music, Inc. (BMI) to a private equity firm. The pre-tax gain of \$152.9 million associated with this sale is included in "Other non-operating items, net" in the Consolidated Statements of Income. Following this sale we no longer have any ownership interest in BMI.

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Deferred debt issuance financing costs: These costs consist of amounts paid to lenders related to our revolving credit facility. On January 25, 2024, we entered into an amendment of our credit facility which resulted in the capitalization of \$6.4 million of fees paid to lenders under the new amendment. Additionally, we reclassified approximately \$1.1 million of fees under the previous credit facility agreement as non-current deferred debt issuance financing costs. See Note 4 for additional details of the revolving credit facility amendment. Debt issuance Financing costs paid for our unsecured notes are accounted for as a reduction in the debt obligation.

Prepaid assets: These amounts primarily consist of an asset related to a long-term services agreement for IT security.

NOTE 4 – Long-term debt

Our long-term debt is summarized below (in thousands):

	Mar. 31, 2024	Dec. 31, 2023	June 30, 2024	Dec. 31, 2023
Unsecured notes bearing fixed rate interest at 4.75% due March 2026	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000
Unsecured notes bearing fixed rate interest at 7.75% due June 2027	200,000	200,000	200,000	200,000
Unsecured notes bearing fixed rate interest at 7.25% due September 2027	240,000	240,000	240,000	240,000
Unsecured notes bearing fixed rate interest at 4.625% due March 2028	1,000,000	1,000,000	1,000,000	1,000,000
Unsecured notes bearing fixed rate interest at 5.00% due September 2029	1,100,000	1,100,000	1,100,000	1,100,000
Total principal long-term debt	3,090,000	3,090,000	3,090,000	3,090,000
Debt issuance costs	(21,022)	(22,226)		
Deferred financing costs	(19,805)	(22,226)		
Unamortized premiums and discounts, net	4,714	5,027	4,397	5,027
Total long-term debt	\$ 3,073,692	\$ 3,072,801	\$ 3,074,592	\$ 3,072,801

On January 25, 2024, we entered into an amendment to our revolving credit facility (the Credit Agreement). Among other things, the amendment amends the revolving credit facility Credit Agreement to:

- Reduce the Five-Year Commitments (as defined in the Credit Agreement) from \$1.51 billion to \$750 million;
- Extend the term of such Five-Year Commitments from August 15, 2024 to January 25, 2029, subject to a 91-day springing maturity date if debt in excess of \$300 million (subject to certain exceptions) were to mature before such date;
- Add the right to obtain a temporary 0.5x step-up in the Total Leverage Ratio (as defined in the Credit Agreement) after consummating a Qualified Acquisition (as defined in the Credit

Agreement);

- Increase the amount of Unrestricted Cash (as defined in the Credit Agreement) to \$600 million;
- Amend the definition of Consolidated EBITDA to include an add-back for certain professional fees and expenses; and
- Establish a \$50 million swingline facility.

Under the amended Credit Agreement, the Company's maximum Total Leverage Ratio (as defined in the Credit Agreement) will remain unchanged at 4.50x.

As of **March 31, 2024** **June 30, 2024**, cash and cash equivalents totaled **\$430.8** **445.7** million and we had \$12.7 million of letters of credit outstanding and unused borrowing capacity of \$737.3 million under our \$750 million revolving credit facility, which **now** expires in January 2029. We were in compliance with all covenants, including the leverage ratio (our one financial covenant) contained in our debt agreements and revolving credit facility. We believe, based on our current financial forecasts and trends, that we will remain compliant with all covenants for the foreseeable future.

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NOTE 5 – Retirement plans

We have various defined benefit retirement plans. Our principal defined benefit pension plan is the TEGNA Retirement Plan (TRP). The total net pension obligations, including both current and non-current liabilities, as of **March 31, 2024** **June 30, 2024**, were **\$75.5** **73.7** million, of which \$5.8 million is recorded as a current obligation within accrued liabilities on the Condensed Consolidated Balance Sheet. Sheets.

Pension costs (income), which primarily include costs for the qualified TRP and the non-qualified TEGNA Supplemental Retirement Plan (SERP), are presented in the following table (in thousands):

	Quarter ended Mar. 31,		Quarters ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023	2024	2023
Interest cost on benefit obligation	\$ 5,675	\$ 6,150	\$ 5,697	\$ 6,116	\$ 11,372	\$ 12,266
Expected return on plan assets	(5,500)	(5,225)	(5,533)	(5,245)	(11,033)	(10,470)
Amortization of prior service cost (credit)	25	(125)	20	(107)	45	(232)
Amortization of actuarial loss	1,475	1,575	1,475	1,434	2,950	3,009
Expense for company-sponsored retirement plans	\$ 1,675	\$ 2,375	\$ 1,659	\$ 2,198	\$ 3,334	\$ 4,573

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Benefits no longer accrue for TRP and SERP participants as a result of amendments to the plans in past years, and as such we no longer incur a service cost component of pension expense. All other components of our pension expense presented above are included within the "Other non-operating items, net" line item of the Consolidated Statements of Income.

During the **three** **six** months ended **March 31, 2024** **June 30, 2024** and 2023 we **did not make any** **made** cash contributions to the **TRP**. **TRP** of \$1.0 million and \$0.0 million, respectively. We made benefit payments to participants of the SERP of \$0.9 **1.9** million during both of the **three** **six** month periods ended **March 31, 2024** **June 30, 2024** and 2023. Based on actuarial projections and funding levels, we expect to make **additional** cash payments of \$6.9 **2.8** million to the TRP in 2024. We expect to make additional cash payments of \$4.9 **3.0** million to our SERP participants during the remainder of 2024.

NOTE 6 – Accumulated other comprehensive loss

The following table summarizes the components of, and the changes in, Accumulated Other Comprehensive Loss (AOCL), net of tax (in thousands):

	Retirement Plans		Foreign Currency		Total	Retirement Plans		Foreign Currency		Total
	Quarters ended:	Plans	Currency	Total		Plans	Currency	Total		
Balance as of Mar. 31, 2024	\$ (119,031)	\$ 532	\$ (118,499)							
Amounts reclassified from AOCL	1,110	—	—	1,110						
Total other comprehensive income	1,110	—	—	1,110						
Balance as of June 30, 2024	\$ (117,921)	\$ 532	\$ (117,389)							
Balance as of Mar. 31, 2023	\$ (124,987)	\$ 532	\$ (124,455)							
Amounts reclassified from AOCL	988	—	—	988						
Total other comprehensive income	988	—	—	988						
Balance as of June 30, 2023	\$ (123,999)	\$ 532	\$ (123,467)							
Six Months Ended:										
Balance as of Dec. 31, 2023	\$ (120,142)	\$ 532	\$ (119,610)	\$ (120,142)	\$ 532	\$ (119,610)				
Amounts reclassified from AOCL	1,111	—	—	1,111	2,221	—	—			2,221
Total other comprehensive income	1,111	—	—	1,111	2,221	—	—			2,221
Balance as of Mar. 31, 2024	\$ (119,031)	\$ 532	\$ (118,499)							
Balance as of June 30, 2024	\$ (117,921)	\$ 532	\$ (117,389)							
Balance as of Dec. 31, 2022	\$ (126,065)	\$ 532	\$ (125,533)	\$ (126,065)	\$ 532	\$ (125,533)				
Amounts reclassified from AOCL	1,078	—	—	1,078	2,066	—	—			2,066
Total other comprehensive income	1,078	—	—	1,078	2,066	—	—			2,066
Balance as of Mar. 31, 2023	\$ (124,987)	\$ 532	\$ (124,455)							
Balance as of June 30, 2023	\$ (123,999)	\$ 532	\$ (123,467)							

Reclassifications from AOCL to the Consolidated Statements of Income are comprised of pension and other post-retirement components. Pension and other post-retirement reclassifications are related to the amortizations amortization of prior service costs and actuarial losses. Amounts reclassified out of AOCL are summarized below (in thousands):

	Quarter ended Mar. 31,		Quarters ended June 30,		Six months ended June 30,	
	2024	2023	2024	2023	2024	2023
Amortization of prior service cost (credit), net	\$ 25	\$ (125)	\$ 20	\$ (107)	\$ 45	\$ (232)
Amortization of actuarial loss	1,475	1,575	1,475	1,434	2,950	3,009
Total reclassifications, before tax	1,500	1,450	1,495	1,327	2,995	2,777
Income tax effect	(389)	(372)	(385)	(339)	(774)	(711)
Total reclassifications, net of tax	\$ 1,111	\$ 1,078	\$ 1,110	\$ 988	\$ 2,221	\$ 2,066

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NOTE 7 – Earnings per share

Our earnings per share (basic and diluted) are presented below (in thousands, except per share amounts):

Quarter ended Mar. 31,	Quarters ended June 30,	Six months ended June 30,
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	2024		2023		2024		2023		2024		2023	
Net income	\$ 189,262	\$ 104,004	\$ 82,029	\$ 200,093	\$ 271,291	\$ 304,097						
Net loss attributable to the noncontrolling interest	298	299	115	12	413	311						
Adjustment of redeemable noncontrolling interest to redemption value	(660)	(635)	(496)	(364)	(1,156)	(999)						
Earnings available to common shareholders	\$ 188,900	\$ 103,668	\$ 81,648	\$ 199,741	\$ 270,548	\$ 303,409						
Weighted average number of common shares outstanding - basic	177,823	224,544	169,512	217,830	173,668	221,168						
<i>Effect of dilutive securities:</i>												
Restricted stock units	438	187	250	64	344	126						
Performance share awards	176	108	118	85	146	97						
Weighted average number of common shares outstanding - diluted	178,437	224,839	169,880	217,979	174,158	221,391						
Net income per share - basic	\$ 1.06	\$ 0.46	\$ 0.48	\$ 0.92	\$ 1.56	\$ 1.37						
Net income per share - diluted	\$ 1.06	\$ 0.46	\$ 0.48	\$ 0.92	\$ 1.55	\$ 1.37						

Our calculation of diluted earnings per share includes the dilutive effects for the assumed vesting of outstanding restricted stock units and performance share awards. The diluted earnings per share amounts exclude the effects of approximately 400 thousand and 500 thousand stock awards for the three and six months ended March 31, 2024 June 30, 2024, respectively, as their inclusion would be accretive to earnings per share.

NOTE 8 – Fair value measurement

We measure and record certain assets and liabilities at fair value in the accompanying condensed consolidated financial statements. U.S. GAAP establishes a hierarchy for those instruments measured at fair value that distinguishes between market data (observable inputs) and our own assumptions (unobservable inputs). The hierarchy consists of three levels:

Level 1 – Quoted market prices in active markets for identical assets or liabilities;

Level 2 – Inputs other than Level 1 inputs that are either directly or indirectly observable; and

Level 3 – Unobservable inputs developed using our own estimates and assumptions, which reflect those that a market participant would use.

We also hold other financial instruments including cash and cash equivalents, receivables, accounts payable, contingent consideration and debt. The carrying amounts for cash and cash equivalents, receivables and accounts payable approximated their fair values. The fair value of our total debt, based on the bid and ask quotes for the related debt (Level 2), totaled \$2.90 2.86 billion on March 31, 2024 June 30, 2024, and \$2.93 billion on December 31, 2023.

As described in Note 2, in connection with the Octillion acquisition, the sellers may be entitled to earn additional consideration in the form of earnouts depending on the achievement of certain technological and financial milestones. The maximum value of these earnouts is \$14.0 million and we currently estimate their fair value to be \$12.8 million. The estimated fair value is based on unobservable inputs and is therefore a Level 3 fair value. The Company's valuation was based on an income approach, which utilized Monte Carlo simulations that included expected payoff estimates calculated based on various discounted cash flow valuations.

NOTE 9 – Share repurchase program

On June 2, 2023, we entered into our first accelerated share repurchase program (the first ASR) with JPMorgan Chase Bank, National Association (JPMorgan). Under the terms of the first ASR, we repurchased \$300 million in TEGNA common stock from JPMorgan, with an initial delivery of approximately 15.2 million shares received on June 6, 2023, representing 80% (\$240 million) of the value of the first ASR contract. The first ASR program was completed during the third quarter of 2023 at which time JPMorgan delivered an additional 3.1 million shares to us. The final share settlement was based on the average daily volume-weighted average price of TEGNA shares during the term of the first ASR program, less a discount, less the previously delivered 15.2 million shares.

On November 9, 2023, we entered into a second accelerated share repurchase (the second ASR) program with JPMorgan. Under the terms of the second ASR, we repurchased \$325 million in TEGNA common stock from JPMorgan, with an initial delivery of approximately 17.3 million shares received on November 13, 2023, representing 80% (\$260 million) of the value of the second ASR contract. The second ASR program was completed on February 22, 2024, shortly after which date JPMorgan delivered an additional 4.0 million shares to us. The final share settlement was based on the average daily volume-weighted average price of TEGNA shares during the term of the second ASR program, less a discount, less the previously delivered 17.3 million shares.

In December 2023, our Board of Directors authorized a new share repurchase program for up to \$650.0 million of our common stock, which was in addition to the second ASR program. This new share repurchase program expires on December 31, 2025. In the ~~first~~ second quarter of 2024, ~~5.8~~ ~~5.1~~ million shares were repurchased under this program at an average share price of ~~\$14.50~~ ~~14.05~~ for an aggregate cost of ~~\$84.5~~ ~~71.3~~ million. In the first six months of 2024, ~~10.9~~ million shares were repurchased under this program at an average share price of ~~which~~ ~~\$2.1~~ ~~14.29~~ for an aggregate cost of ~~\$155.8~~ million. Of the shares repurchased in 2024, ~~\$1.1~~ million had not yet been paid ~~for~~ as of the end of the ~~first~~ second quarter.

During the first ~~quarter~~ ~~six months~~ of 2024, we returned ~~\$102.3~~ ~~195.6~~ million of capital to shareholders with ~~\$82.4~~ ~~154.7~~ million of share repurchases, representing ~~5.7~~ ~~10.8~~ million shares, and paid ~~\$19.9~~ ~~40.9~~ million in dividends. Excluded from this commitment are share repurchases completed under our previously announced accelerated share repurchase program which were completed during the quarter on February 27, 2024, including final settlement of approximately 4.0 million shares.

Our capital allocation plan is subject to a variety of factors, including our strategic plans, market and economic conditions and the discretion of our Board of Directors.

NOTE 10 – Other matters

Litigation

Antitrust matters

In the third quarter of 2018, certain national media outlets reported the existence of a confidential investigation by the United States Department of Justice Antitrust Division (DOJ) into the local television advertising sales practices of station owners. We received a Civil Investigative Demand (CID) in connection with the DOJ's investigation. On November 13 and December 13, 2018, the DOJ and seven other broadcasters settled a DOJ complaint alleging the exchange of certain competitively sensitive information in the broadcast television industry. In June 2019, we and four other broadcasters entered into a substantially identical agreement with DOJ, which was entered by the court on December 3, 2019. The settlement contains no finding of wrongdoing or liability and carries no penalty. It prohibits us and the other settling entities from sharing certain confidential business information as alleged by the DOJ, or using such information pertaining to other broadcasters, except under limited circumstances. The settlement also requires the settling parties to make certain enhancements to their antitrust compliance programs, to continue to cooperate with the DOJ's investigation, and to permit DOJ to verify compliance. The costs of compliance have not been material, nor do we expect future compliance costs to be material.

Since the national media reports, numerous putative class action lawsuits were filed against owners of television stations (the Advertising Cases) in different jurisdictions. Plaintiffs are a class consisting of all persons and entities in the United States who paid for all or a portion of advertisement time on local television provided by the defendants. The Advertising Cases assert antitrust and other claims and seek monetary damages, attorneys' fees, costs and interest, as well as injunctions against the allegedly wrongful conduct.

These cases were consolidated into a single proceeding in the United States District Court for the Northern District of Illinois, captioned *In re: Local TV Advertising Antitrust Litigation* on October 3, 2018. At the court's direction, plaintiffs filed an amended complaint on April 3, 2019, that superseded the original complaints. Although we were named as a defendant in sixteen of the original complaints, the amended complaint did not name TEGNA as a defendant. After TEGNA and four other broadcasters entered into the consent decrees with the DOJ in June 2019, the plaintiffs sought leave from the court to further amend the complaint to add TEGNA and the other settling broadcasters to the proceeding. The court granted the plaintiffs' motion, and the plaintiffs filed the second amended complaint on September 9, 2019. On October 8, 2019, the defendants jointly filed a motion to dismiss the matter. On November 6, 2020, the court denied the motion to dismiss. On March 16, 2022, the plaintiffs filed a third amended complaint, which, among other things, added ShareBuilders, Inc., as a named defendant. ShareBuilders filed a motion to dismiss on April 15, 2022, which was granted by the court without prejudice on August 29, 2022. TEGNA has filed its answer to the third amended complaint denying any violation of law and asserting various affirmative defenses.

On May 26, 2023, plaintiffs moved for preliminary approval of settlements with four co-defendants – CBS Corp (n/k/a Paramount Global), Fox Corp., certain Cox entities (including Cox Media Group, LLC, Cox Enterprises, Inc., CMG Media Corporation and Cox Reps, Inc.) and ShareBuilders, Inc. Although ShareBuilders prevailed on its motion to dismiss the case, as noted above, because the court had dismissed the claims without prejudice, ShareBuilders entered into a zero-dollar settlement with the plaintiffs in order to ensure that the plaintiffs do not re-file the claims in the future. In exchange for a release of plaintiffs' claims against them, the settling defendants, among other things, collectively agreed to pay \$48 million, while expressly denying any liability or wrongdoing. The court approved the settlements in December 2023.

Discovery in the Advertising Cases is ongoing. We believe that the claims asserted in the Advertising Cases are without merit and intend to defend vigorously against them.

Other litigation matters

We, along with a number of our subsidiaries, also are defendants in other judicial and administrative proceedings involving matters incidental to our business. We do not believe that any material liability will be imposed as a result of any of the foregoing matters.

Related Party Transactions

We have an equity investment in MadHive, Inc. (MadHive) which is a related party of TEGNA. We also have commercial agreements with MadHive, under which MadHive supports our Premion business in acquiring over-the-top advertising inventory and delivering corresponding advertising impressions. In the second quarter and first six months of 2024, we incurred expenses of \$23.0 million and \$37.3 million, respectively, as a result of the commercial agreement with MadHive. In the second quarter 2024 and first six months of 2023, we incurred expenses of \$14.3 million and \$25.1 million, respectively, as a result of the commercial agreements with MadHive. As of March 31, 2024, June 30, 2024, and December 31, 2023, we had accounts payable and accrued liabilities associated with the MadHive commercial agreements of \$4.9 million and \$5.4 million, respectively.

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

Company Overview

We are an innovative media company serving the greater good of our communities. Across platforms, we tell empowering stories, conduct impactful investigations and deliver innovative marketing services. With 64 television stations and two radio stations in 51 U.S. markets, we are the largest owner of top four network affiliates in the top 25 markets among independent station groups, reaching approximately 39% of all U.S. television households. We also own leading multicast networks True Crime Network and Quest. Each television station also has a robust digital presence across online, mobile, connected television and social platforms, reaching consumers on all devices and platforms they use to consume news content. We have been consistently honored with the industry's top awards, including Edward R. Murrow, George Polk, Alfred I. DuPont and Emmy Awards. Through TEGNA Marketing Solutions (TMS), our integrated sales We also own leading multicast networks True Crime Network and back-end fulfillment operations, we deliver results for advertisers across television, digital and over-the-top (OTT) platforms, including Premion, our OTT advertising network. Quest.

We have one operating and reportable segment. The primary sources of our revenues are: 1) subscription revenues, reflecting fees paid by satellite, cable, OTT over-the-top (OTT) (companies that deliver video content to consumers over the Internet) and telecommunications providers to carry our television signals on their systems; 2) advertising & marketing services (AMS) revenues, which include local and national non-political television advertising, digital marketing services (including Premion), and advertising on the stations' websites, tablet and mobile products and OTT apps; 3) political advertising revenues, which are driven by even year election cycles at the local and national level (e.g. 2022, 2024, etc.) and particularly in the second half of those years; and 4) other services, such as production of programming, tower rentals, and distribution of our local news content.

Consolidated Results from Operations

The following discussion is a comparison of our consolidated results on a GAAP basis. The year-to-year comparison of financial results is not necessarily indicative of future results. In addition, see the section titled "Results from Operations - Non-GAAP Information" for additional tables presenting information that supplements our financial information provided on a GAAP basis.

Our consolidated results of operations on a GAAP basis were as follows (in thousands, except per share amounts):

	Quarter ended Mar. 31,			Quarters ended June 30,			Six months ended June 30,		
	2024	2023	Change	2024	2023	Change	2024	2023	Change
Revenues	\$ 714,252	\$ 740,327	(4%)	\$ 710,363	\$ 731,506	(3%)	\$ 1,424,615	\$ 1,471,833	(3%)
Operating expenses:									
Cost of revenues	430,567	426,932	1%	432,044	430,528	0%	862,611	857,460	1%
Business units - Selling, general and administrative expenses	102,260	99,109	3%	94,938	97,231	(2%)	197,198	196,340	0%
Corporate - General and administrative expenses	14,798	12,100	22%	12,685	26,506	(52%)	27,483	38,606	(29%)
Depreciation	14,310	15,049	(5%)	15,173	14,987	1%	29,483	30,036	(2%)
Amortization of intangible assets	13,660	13,582	1%	13,663	13,296	3%	27,323	26,878	2%
Asset impairment and other	1,097	—	***	—	3,359	***	1,097	3,359	(67%)
Merger termination fee	—	(136,000)	***	—	(136,000)	***			
Total	\$ 576,692	\$ 566,772	2%	\$ 568,503	\$ 449,907	26%	\$ 1,145,195	\$ 1,016,679	13%
Operating income	\$ 137,560	\$ 173,555	(21%)	\$ 141,860	\$ 281,599	(50%)	\$ 279,420	\$ 455,154	(39%)
Non-operating income (expense)	112,963	(37,732)	***						
Non-operating (expense) income	(38,624)	(37,299)	4%	74,339	(75,031)	***			
Provision for income taxes	61,261	31,819	93%	21,207	44,207	(52%)	82,468	76,026	8%
Net income	189,262	104,004	82%	82,029	200,093	(59%)	271,291	304,097	(11%)
Net loss attributable to redeemable noncontrolling interest	298	299	(0%)	115	12	***	413	311	33%
Net income attributable to TEGNA Inc.	\$ 189,560	\$ 104,303	82%	\$ 82,144	\$ 200,105	(59%)	\$ 271,704	\$ 304,408	(11%)
Net Income per share - basic	\$ 1.06	\$ 0.46	***	\$ 0.48	\$ 0.92	(48%)	\$ 1.56	\$ 1.37	14%
Net Income per share - diluted	\$ 1.06	\$ 0.46	***	\$ 0.48	\$ 0.92	(48%)	\$ 1.55	\$ 1.37	13%

*** Not meaningful

Revenues

Our Subscription revenue category includes revenue earned from cable, satellite and telecommunication providers for the right to carry our signals and the distribution of TEGNA stations on OTT streaming services. Our AMS category includes all sources of our traditional television advertising and digital revenues, including Premion and other digital advertising and marketing revenues across our platforms.

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Our revenues and operating results are subject to seasonal fluctuations. Generally, our second and fourth quarter revenues and operating results are stronger than those we report for the first and third quarters. This is driven by the second quarter reflecting increased spring seasonal advertising, while the fourth quarter typically includes increased advertising related to the holiday season. In addition, our revenue and operating results are subject to significant fluctuations across yearly periods resulting from political advertising. In even numbered years, political spending is usually significantly higher than in odd numbered years due to advertising for the local, state and national elections. Additionally, every four years, we typically experience even greater increases in political advertising in connection with the presidential election. The strong demand for advertising from political advertisers in these even years can result in the significant use of our available inventory (leading to a "crowd out" effect), which can diminish our AMS revenue in the even year of a two-year election cycle, particularly in the fourth quarter of those years.

In recent years, our business has evolved toward generating more recurring and highly profitable revenue streams, driven by the increased contribution of political and subscription revenue streams as a percentage of our total revenue. Such revenues have been a majority of our overall revenue in the past few years and we expect this to continue.

The following table summarizes the year-over-year changes in our revenue categories (in thousands):

	Quarter ended Mar. 31,			Quarters ended June 30,			Six months ended June 30,		
	2024	2023	Change	2024	2023	Change	2024	2023	Change
Subscription	\$ 375,324	\$ 414,280	(9%)	\$ 367,025	\$ 396,126	(7%)	\$ 742,349	\$ 810,406	(8%)
Advertising & Marketing Services	298,692	307,845	(3%)	300,977	317,726	(5%)	599,669	625,571	(4%)
Political	27,828	5,291	***	31,643	5,991	***	59,471	11,282	***
Other	12,408	12,911	(4%)	10,718	11,663	(8%)	23,126	24,574	(6%)
Total revenues	\$ 714,252	\$ 740,327	(4%)	\$ 710,363	\$ 731,506	(3%)	\$ 1,424,615	\$ 1,471,833	(3%)

*** Not meaningful

Total revenues decreased \$26.1 million \$21.1 million in the second quarter of 2024 and \$47.2 million in the first quarter six months of 2024 compared to the same period periods in 2023. The net decrease was decreases were primarily driven by a \$39.0 million decline in subscription revenue (\$29.1 million second quarter, \$68.1 million first six months) primarily due to declines in subscribers and, for the six-month period only, a temporary disruption of service with a distribution partner which was successfully resolved on January 13, 2024. These declines were partially offset by annual contractual rate increases under our retransmission agreements. Also contributing to the decline these declines was a reduction of \$9.2 million in AMS revenue (\$16.7 million second quarter, \$25.9 million first six months) due to continued softness in the national advertising market. Partially offsetting these decreases was a \$22.5 million an increase in political revenue. revenue (\$25.7 million second quarter, \$48.2 million first six months).

Cost of revenues

Cost of revenues increased \$3.6 million \$1.5 million in the second quarter of 2024 and \$5.2 million in the first quarter six months of 2024 compared to the same period periods in 2023. The increase was increases were primarily due to a \$2.3 million increase in payroll payroll-related costs and \$1.3 million of (\$4.7 million second quarter, \$8.2 million first six months), employee retention costs. costs (\$1.0 million second quarter, \$2.3 million first six months), workforce restructuring costs (\$0.6 million second quarter, \$0.7 million first six months), and employee stock-based compensation (\$0.7 million second quarter, \$2.7 million first six months). Partially offsetting these increases was a decline in programming costs (\$4.2 million second quarter, \$6.0 million first six months).

Business units - Selling, general and administrative expenses

Business unit selling, general and administrative expenses decreased \$2.3 million in the second quarter of 2024 and increased \$3.2 million \$0.9 million in the first quarter six months of 2024 compared to the same period periods in 2023. The increase second quarter decrease was primarily due to a \$1.5 million increase declines in workforce restructuring expense and \$1.2 million of professional service costs, partially offset by increases from employee retention costs, incurred employee stock-based compensation, and workforce restructuring costs. The increase in 2024, the first six months was primarily due to increases from employee retention costs, employee stock-based compensation, and workforce restructuring costs. These increases were partially offset by declines in professional service costs.

Corporate - General and administrative expenses

Our corporate costs are separated from our direct business expenses and are recorded as general and administrative expenses in our Consolidated Statements of Income. This category primarily consists of corporate management and support functions including Legal, Human Resources, and Finance.

Corporate general and administrative expenses increased \$2.7 million decreased \$13.8 million in the second quarter of 2024 and \$11.1 million in the first quarter six months of 2024 compared to the same period in 2023. The increase was decreases were primarily due to declines in M&A-related costs (\$17.1 million second quarter, \$17.6 million first six months) incurred in connection with the now terminated merger. Partially offsetting these declines were increases in employee stock-based compensation, employee retention costs (\$1.2 million second quarter, \$2.2 million first six months) and workforce restructuring costs. costs (\$0.5 million second quarter, \$0.6 million first six months).

Depreciation

Depreciation expense increased by \$0.2 million in the second quarter of 2024 and decreased by \$0.7 million \$0.6 million in the first quarter six months of 2024 compared to the same period in 2023. The decrease was primarily due to the impact of certain assets reaching the end of their assumed useful lives during 2023.

Amortization of intangible assets

Intangible asset amortization expense increased \$0.1 million \$0.4 million in the first second quarter of 2024 and the six months of 2024 compared to the same period in 2023. The increase was primarily due to the amortization of intangible assets acquired in the Octillion Media acquisition, partially offset by a decrease in amortization due to certain intangible assets reaching the end of their assumed useful lives and therefore becoming fully amortized.

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Asset impairment and other

Asset impairment and other expenses were \$0.0 million in the second quarter of 2024 and \$1.1 million in the first six months of 2024 compared to no expense \$3.4 million in both the second quarter of 2023 and the first six months of 2023. The 2024 activity was due to a contract termination fee. The 2023 activity was due to a \$3.4 million impairment charge recognized on programming assets in the second quarter of 2023.

Merger termination fee

On February 22, 2022, we entered into an Agreement and Plan of Merger (as amended, the Merger Agreement), with Teton Parent Corp. On May 22, 2023, after a protracted regulatory review, we terminated the Merger Agreement in accordance with its terms. Per the terms of the Merger Agreement, we received \$136.0 million as a result of this termination which was satisfied in TEGNA common stock and recorded as a reduction in operating expense.

Operating income

Operating income decreased \$36.0 million \$139.7 million in the second quarter of 2024 and \$175.7 million in the first six months of 2024 compared to the same period in 2023. These decreases were primarily driven by the absence in 2024 of the \$136.0 million Merger termination fee received in the second quarter of 2023 and net declines in revenue, partially offset by declines in corporate expenses. Non-GAAP operating income declined \$19.1 million in the second quarter of 2024 and \$49.3 million in the first six months of 2024 due to the declines in subscription revenues and AMS revenues discussed above. For information on the nature and magnitude of items excluded from non-GAAP results, and a reconciliation to the most directly comparable GAAP measure, see the "Results from Operations- Non-GAAP Information" section.

Non-operating (expense) income

Non-operating expense increased \$1.3 million in the second quarter of 2024 compared to the same period in 2023. This decrease The increase in expense was primarily driven by the decline due to a decrease in subscription and AMS revenues described above, interest income.

Non-operating income (expense)

Non-operating income (expense) increased \$150.7 million in the first quarter six months of 2024, non-operating income increased \$149.4 million compared to the same period in 2023. The increase was primarily due to a \$152.9 million gain recognized on the sale of our investment in Broadcast Music, Inc. in the first quarter of 2024.

Provision for income taxes

Income tax expense increased \$29.4 million decreased \$23.0 million in the first second quarter of 2024 compared to the same period in 2023. The increase decrease was primarily due to increases a decrease in net income before tax partially offset by an increase in the effective income tax rate. Income tax expense increased \$6.4 million in the first six months of 2024 compared to the same period in 2023. The increase in the first six months was primarily due to an increase in the effective income tax rate partially offset by a decrease in net income before tax. Our effective income tax rate was 24.5% 20.5% for the first second quarter of 2024, compared to 23.4% 18.1% for the second quarter of 2023. Our effective income tax rate was 23.3% for the first quarter six months of 2024, compared to 20.0% for the same period in 2023. The tax rate for the second quarter and the first quarter six months of 2024 is higher than the comparable amount rate in 2023 primarily due to net excess the 2023 tax expense recognized with respect to stock-based compensation. rate being favorably impacted by the deduction of previously capitalized transaction costs resulting from the termination of the Merger Agreement and a portion of the Merger termination fee being treated as non-taxable. The effective income tax rate for 2023 was also favorably impacted by net deferred 2024 benefited from the purchase of federal clean energy tax credits and discrete tax benefits as a result of state tax planning strategies, a favorable settlement of an IRS audit from 2016 and 2017.

Net income attributable to TEGNA Inc.

Net income attributable to TEGNA Inc. was \$189.3 million \$82.1 million, or \$1.06 \$0.48 per diluted share, in the second quarter of 2024 compared to \$200.1 million, or \$0.92 per diluted share, during the same period in 2023. On a non-GAAP basis, net income attributable to TEGNA Inc. was \$86.2 million, or \$0.50 per diluted share, in the second quarter of 2024 compared to \$97.4 million, or \$0.44 per diluted share, during the same period in 2023. For the first six months of 2024, net income attributable to TEGNA Inc. was \$271.7 million, or \$1.55 per diluted share, compared to \$304.4 million, or \$1.37 per diluted share, during the same period of 2023. On a non-GAAP basis, net income attributable to TEGNA Inc. was \$166.3 million, or \$0.95 per diluted share, in the first quarter six months of 2024 compared to \$104.0 million \$204.3 million, or \$0.46 \$0.91 per diluted share, during the same period in 2023. Both income and earnings per share, on a GAAP and non-GAAP basis, were affected by the factors discussed above. For information on the nature and magnitude of items excluded from non-GAAP results, and a reconciliation to the most directly comparable GAAP measure, see the "Results from Operations- Non-GAAP Information" section.

The weighted average number of diluted common shares outstanding as of the first second quarter of 2024 and 2023 were 178.4 million 169.9 million and 224.8 million 218.0 million, respectively. The weighted average number of diluted shares outstanding in the first six months of 2024 and 2023 was 174.2 million and 221.4 million, respectively. The decline in the number of diluted common shares outstanding was primarily due to share repurchases of 39.5 million under our ASR programs which began in the second quarter of 2023, the receipt of 8.6 million shares to satisfy the Merger termination fee which occurred in the second quarter of 2023 and share repurchases of 7.6 million 12.7 million starting in the third quarter of 2023 through the first second quarter of 2024 under our authorized repurchase program, programs.

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Results from Operations - Non-GAAP Information

Presentation of Non-GAAP information

We use

The Company uses non-GAAP financial performance measures to supplement the financial information presented on a GAAP basis. These non-GAAP financial measures should not be considered in isolation from, or as a substitute for, the related GAAP measures, nor should they be considered superior to the related GAAP measures and should be read together with financial information presented on a GAAP basis. Also, our non-GAAP measures may not be comparable to similarly titled measures of other companies.

Management and our the Company's Board of Directors (the "Board") regularly use Corporate – General and administrative expenses, Operating expenses, Operating income, and Income before income taxes, Provision for income taxes, Net income attributable to TEGNA Inc., and Diluted earnings per share, each presented on a non-GAAP basis, for purposes of evaluating company performance. Management and our the Board of Directors also use Adjusted EBITDA and Adjusted free cash flow to evaluate Company performance. Furthermore, the The Leadership Development and Compensation Committee of our Board of Directors uses non-GAAP measures such as Adjusted EBITDA, non-GAAP net income, non-GAAP EPS and Adjusted free cash flow to evaluate management's performance. Therefore, we believe and compensate senior management. The Company, therefore, believes that each of the non-GAAP measures presented provides useful information to investors and other stakeholders by allowing them to view our business through the eyes of management and our Board, of Directors, facilitating comparisons of results across historical periods and focus on the underlying ongoing operating performance of our business. We The Company also believe believes these non-GAAP measures are frequently used by investors, securities analysts and other interested parties in their evaluation of our business and other companies in the broadcast industry.

We discuss

The Company discusses in this Form 10-Q non-GAAP financial performance measures that exclude from our its reported GAAP results the impact of "special items" which are described in detail below in the section titled "Discussion of Special Charges and Credits Affecting Reported Results." We believe The Company believes that such expenses and gains are not indicative of normal, ongoing operations. While these items should not be disregarded in evaluation of our earnings performance, it is useful to exclude such items when analyzing current results and trends compared to other periods as these items can vary significantly from period to period depending on specific underlying transactions or events that may occur. Therefore, while we may incur or recognize these types of expenses, charges, and gains in the future, we believe the Company believes that removing these items for purposes of calculating the non-GAAP financial measures provides investors with a more focused presentation of our ongoing operating performance.

We discuss

The Company also discusses Adjusted EBITDA (with and without stock-based compensation expense), a non-GAAP financial performance measure that we believe it believes offers a useful view of the overall operation of our its businesses. We define The Company defines Adjusted EBITDA as net income attributable to TEGNA before (1) net (loss) loss attributable to redeemable noncontrolling interest, (2) income taxes, (3) interest expense, (4) interest income, (5) other non-operating items, net, (6) M&A-related costs, (7) asset impairment and other, (8) workforce restructuring, (9) employee retention costs, (10) the Merger termination fee, (11) depreciation and (12) amortization of intangible assets. We believe The Company believes these adjustments facilitate company-to-company operating performance comparisons by removing potential differences caused by variations unrelated to operating performance, such as capital structures (interest expense), income taxes,

and the age and book appreciation of property and equipment (and related depreciation expense). The most directly comparable GAAP financial measure to Adjusted EBITDA is Net income attributable to TEGNA. Users should consider the limitations of using Adjusted EBITDA, including the fact that this measure does not provide a complete measure of our operating performance. Adjusted EBITDA is not intended to purport to be an alternate to net income as a measure of operating performance or to cash flows from operating activities as a measure of liquidity. In particular, Adjusted EBITDA is not intended to be a measure of cash flow available for management's discretionary expenditures, as this measure does not consider certain cash requirements, such as working capital needs, capital expenditures, contractual commitments, interest payments, tax payments and other debt service requirements.

We also discuss Adjusted free cash flow and Adjusted free cash flow as a percentage of revenues, non-GAAP performance measures that the Board of Directors uses to review the performance of the business and compensate senior management. Adjusted free cash flow is reviewed by the Board of Directors as a percentage of revenue over a trailing two-year period (reflecting both an even and odd year reporting period given the political cyclicity of our business). The most directly comparable GAAP financial measure to Adjusted free cash flow is Net income attributable to TEGNA. Adjusted free cash flow is calculated as Adjusted EBITDA (as defined above), further adjusted by adding back (1) employee stock-based compensation awards, (2) Company stock 401(k) match contributions, (3) syndicated programming amortization, (4) dividends received from equity method investments, (5) reimbursements from spectrum repacking, (6) proceeds from company-owned life insurance policies and (7) interest income. This is further adjusted by deducting payments made for (1) syndicated programming, (2) pension, (3) interest, (4) taxes (net of refunds) and (5) purchases of property and equipment. Adjusted free cash flow is not intended to be a measure of residual cash available for management's discretionary use since it omits significant sources and uses of cash flow including mandatory debt repayments and changes in working capital.

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Discussion of Special Charges and Credits Affecting Reported Results

Our results included the following items we consider "special items" that, while at times recurring, are not normal and can vary significantly from period to period:

Quarter and six months ended **March 31, 2024** **June 30, 2024:**

- Retention costs, including stock-based compensation (SBC) and cash payments to certain employees to ensure their continued service to the Company following the termination of the previously proposed merger;
- M&A-related costs;
- Workforce restructuring expenses;
- Asset impairment and other consisting of a contract termination fee; **and**
- Other non-operating item consisting of a gain recognized on the sale of one of our investments, investment in Broadcast Music Inc. (BMI).

Quarter and six months ended March 31, 2023 June 30, 2023:

- M&A-related costs;
- Merger termination fee;
- Asset impairment and other consisting of programming asset impairments; and
- Tax benefit associated with previously disallowed transaction costs.

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Reconciliations of certain line items impacted by special items to the most directly comparable financial measure calculated and presented in accordance with GAAP on our Consolidated Statements of Income follow (in thousands, except per share amounts):

Income before income taxes	250,523	2,893	570	2,290	1,807	1,097	(152,867)	106,313	103,236	2,198	1,003	1,830	108,267
Provision for income taxes	61,261	431	77	593	445	284	(36,621)	26,470	21,207	362	171	445	22,185
Net income attributable to TEGNA Inc.	189,560	2,462	493	1,697	1,362	813	(116,246)	80,141	82,144	1,836	832	1,385	86,197
Earnings per share - diluted ^(a)	\$ 1.06	\$ 0.01	\$ —	\$ 0.01	\$ 0.01	\$ —	\$ (0.65)	\$ 0.45	\$ 0.48	\$ 0.01	\$ —	\$ 0.01	\$ 0.50
Special Items													
GAAP													
Quarter ended June 30, 2023							measure	M&A-related costs	Merger termination fee	Asset impairment and other	Special tax item	Non-GAAP measure	
Corporate - General and administrative expenses	\$ 26,506	\$ (17,082)	\$ —	\$ —	\$ —	\$ —	\$ 26,506	\$ (17,082)	\$ 136,000	\$ (3,359)	\$ —	\$ 9,424	
Operating expenses	449,907	(17,082)	136,000	(3,359)	—	—	—	—	—	—	—	565,466	
Operating income	281,599	17,082	(136,000)	3,359	—	—	281,599	17,082	(136,000)	3,359	—	166,040	
Income before income taxes	244,300	17,082	(136,000)	3,359	—	—	244,300	17,082	(136,000)	3,359	—	128,741	
Provision for income taxes	44,207	4,371	(24,504)	860	—	—	44,207	4,371	(24,504)	860	6,443	31,377	
Net income attributable to TEGNA Inc.	200,105	12,711	(111,496)	2,499	—	—	200,105	12,711	(111,496)	2,499	(6,443)	97,376	
Earnings per share - diluted ^(a)	\$ 0.92	\$ 0.06	\$ (0.51)	\$ 0.01	\$ 0.01	\$ (0.03)	\$ 0.92	\$ 0.06	\$ (0.51)	\$ 0.01	\$ (0.03)	\$ 0.44	

^(a) Per share amounts do not sum due to rounding.

Special Items														
GAAP										Special Items				
Quarter ended Mar. 31, 2023										measure	M&A-related costs	Non-GAAP measure		
GAAP	Retention costs	Retention costs - SBC	Cash	M&A-related costs	Workforce restructuring	Asset impairment and other	BMI sale gain	GAAP measure	Non-GAAP					
Six months ended June 30, 2024	measure	- SBC	Cash	costs	costs	and other	gain	measure						
Corporate - General and administrative expenses	\$ 12,100	\$ (2,766)	\$ 9,334	\$ 27,483	\$ (1,323)	\$ (875)	\$ (2,290)	\$ (603)	\$ —	\$ —	\$ —	\$ 22,392		
Operating expenses	566,772	(2,766)	564,006	1,145,195	(5,091)	(1,573)	(2,290)	(3,637)	(1,097)	—	—	1,131,507		
Operating income	173,555	2,766	176,321	279,420	5,091	1,573	2,290	3,637	1,097	—	—	293,108		
Income before income taxes	135,823	2,766	138,589	353,759	5,091	1,573	2,290	3,637	1,097	(152,867)	—	214,580		
Provision for income taxes	31,819	181	32,000	82,468	793	248	593	890	284	(36,621)	—	48,655		
Net income attributable to TEGNA Inc.	104,303	2,585	106,888	271,704	4,298	1,325	1,697	2,747	813	(116,246)	—	166,338		
Earnings per share - diluted ^(a)	\$ 0.46	\$ 0.01	\$ 0.47	\$ 1.55	\$ 0.03	\$ 0.01	\$ 0.01	\$ 0.02	\$ 0.01	\$ (0.67)	—	\$ 0.95		

^(a) Per share amounts do not sum due to rounding.

Special Items														
GAAP										Special Items				
Six months ended June 30, 2023										measure	M&A-related costs	Non-GAAP measure		
GAAP	Retention costs	Retention costs - SBC	Cash	M&A-related costs	Workforce restructuring	Asset impairment and other	BMI sale gain	GAAP measure	Non-GAAP					
Corporate - General and administrative expenses	\$ 38,606	\$ (19,848)	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ 18,758					
Operating expenses	1,016,679	(19,848)	1,016,679	136,000	(136,000)	(3,359)	—	—	1,129,472					
Operating income	455,154	19,848	455,154	3,359	—	—	—	—	342,361					
Income before income taxes	380,123	19,848	380,123	(136,000)	3,359	—	—	—	267,330					
Provision for income taxes	76,026	4,552	76,026	(24,504)	860	860	6,443	6,443	63,377					
Net income attributable to TEGNA Inc.	304,408	15,296	304,408	(111,496)	2,499	2,499	(6,443)	(6,443)	204,264					
Earnings per share - diluted ^(a)	\$ 1.37	\$ 0.07	\$ (0.50)	\$ 0.01	\$ 0.01	\$ (0.03)	\$ 0.91	\$ 0.91						

^(a) Per share amounts do not sum due to rounding.

Adjusted EBITDA - Non-GAAP

Reconciliations of Adjusted EBITDA to net income presented in accordance with GAAP on our Consolidated Statements of Income are presented below (in thousands):

	Quarter ended Mar. 31,			Quarters ended June 30,			Six months ended June 30,		
	2024	2023	Change	2024	2023	Change	2024	2023	Change
Net income attributable to TEGNA Inc. (GAAP basis)	\$ 189,560	\$ 104,303	82%	\$ 82,144	\$ 200,105	(59%)	\$ 271,704	\$ 304,408	(11%)
Less: Net loss attributable to redeemable noncontrolling interest	(298)	(299)	(0%)	(115)	(12)	***	(413)	(311)	33%
Plus: Provision for income taxes	61,261	31,819	93%	21,207	44,207	(52%)	82,468	76,026	8%
Plus: Interest expense	42,368	42,906	(1%)	41,748	42,797	(2%)	84,116	85,703	(2%)
Less: Interest income	(5,573)	(7,573)	(26%)	(5,873)	(8,536)	(31%)	(11,446)	(16,109)	(29%)
(Less) Plus: Other non-operating items, net	(149,758)	2,399	***						
Plus (Less): Other non-operating items, net	2,749	3,038	(10%)	(147,009)	5,437	***			
Operating income (GAAP basis)	137,560	173,555	(21%)	141,860	281,599	(50%)	279,420	455,154	(39%)
Plus: M&A-related costs	2,290	2,766	(17%)	—	17,082	***	2,290	19,848	(88%)
Plus: Asset impairment and other	1,097	—	***	—	3,359	***	1,097	3,359	(67%)
Plus: Workforce restructuring	1,807	—	***	1,830	—	***	3,637	—	***
Plus: Retention costs - Employee stock-based compensation awards	2,893	—	***						
Plus: Retention costs - Employee stock-based compensation expenses	2,198	—	***	5,091	—	***			
Plus: Retention costs - Cash	570	—	***	1,003	—	***	1,573	—	***
Less: Merger termination fee	—	(136,000)	***	—	(136,000)	***			
Adjusted operating income (non-GAAP basis)	146,217	176,321	(17%)	146,891	166,040	(12%)	293,108	342,361	(14%)
Plus: Depreciation	14,310	15,049	(5%)	15,173	14,987	1%	29,483	30,036	(2%)
Plus: Amortization of intangible assets	13,660	13,582	1%	13,663	13,296	3%	27,323	26,878	2%
Adjusted EBITDA	\$ 174,187	\$ 204,952	(15%)	\$ 175,727	\$ 194,323	(10%)	\$ 349,914	\$ 399,275	(12%)
Stock-based compensation:									
Stock-based compensation expenses:									
Employee awards	8,240	3,688	***	6,740	5,157	31%	14,980	8,845	69%
Company stock 401(k) match contributions	5,429	5,564	(2%)	4,787	4,662	3%	10,216	10,226	(0%)
Adjusted EBITDA before stock-based compensation costs	\$ 187,856	\$ 214,204	(12%)	\$ 187,254	\$ 204,142	(8%)	\$ 375,110	\$ 418,346	(10%)

*** Not meaningful

In the **first** **second** quarter of 2024 Adjusted EBITDA margin was **24%** **25%** with stock-based compensation expense or **26%** without those expenses. For the six months ended June 30, 2024, **Adjusted EBITDA margin of 25%** with stock-based compensation expense or **26%** without those expenses. Our total Adjusted EBITDA decreased **\$30.8 million** **\$18.6 million**, or **15%** **10%**, in the **second quarter of 2024 and decreased \$49.4 million, or 12%, in the first six months of 2024**, compared to 2023. This decrease was primarily driven by the operational factors discussed above within the revenue and operating expense fluctuation explanation sections, most notably, the **decrease** **decreases** in subscription and AMS revenues offset by an increase in political revenue.

Adjusted Free Cash Flow Reconciliation

Adjusted free cash flow as a percentage of revenue is computed over a trailing two-year period (reflecting both an even and odd year reporting period given the political cyclical of our business).

Reconciliation from "Net income" to "Adjusted free cash flow" follow (in thousands):

	Two-year period ended Mar. 31,	
	2024	2023
Net income attributable to TEGNA Inc. (GAAP basis)	\$ 1,162,519	\$ 1,099,110
Plus: Provision for income taxes	349,092	334,056
Plus: Interest expense	345,674	356,093
Plus: M&A-related costs	32,421	27,021
Plus: Depreciation	119,969	125,189
Plus: Amortization of intangible assets	112,009	120,715
Plus: Employee stock-based compensation awards	55,615	56,923
Plus: Company stock 401(k) match contribution	37,381	36,063
Plus: Syndicated programming amortization	114,427	136,964
Plus: Workforce restructuring expense	1,807	—
Plus: Advisory fees related to activism defense	—	12,012
Plus: Cash dividend from equity investments for return on capital	500	4,276
Plus: Cash reimbursements from spectrum repacking	265	3,842
Plus: Net income attributable to redeemable noncontrolling interest	1	1,457
Plus: Reimbursement from Company-owned life insurance policies	1,879	1,929
Plus: Retention costs, cash portion	5,018	—
Plus (Less): Asset impairment and other	4,191	(1,207)
Less: Other non-operating items, net	(162,922)	(5,746)
Less: Merger termination fee	(136,000)	—
Less: Syndicated programming payments	(110,970)	(140,650)
Less: Income tax payments, net of refunds	(298,525)	(351,206)
Less: Pension contributions	(9,613)	(12,149)
Less: Interest payments	(332,842)	(345,153)
Less: Purchases of property and equipment	(105,400)	(104,069)
Adjusted free cash flow (non-GAAP basis)	\$ 1,186,496	\$ 1,355,470
Revenue	\$ 6,130,304	\$ 6,286,614
Adjusted free cash flow as a % of Revenue	19.4 %	21.6 %

Our Adjusted free cash flow was \$1.19 billion and \$1.36 billion for the two-year periods ended March 31, 2024 and 2023, respectively.

Our share of net earnings and losses from investments that we have significant influence over, but do not have control, were previously included in "Equity loss in unconsolidated investments, net" in the Consolidated Statements of Income. However, beginning in the first quarter of 2024 such amounts are now included in "Other non-operating items, net". Prior year amounts have been reclassified to conform to the new presentation.

Starting in the fourth quarter of 2023, TEGNA began presenting interest income as a separate line item on its Statements of Income as a result of its increasing size. Prior to this, interest income was included in Other non-operating items, net. Prior year amounts have been reclassified to conform to the new presentation. Interest income is included in Adjusted free cash flow while Other non-operating items, net is not, consistent with past presentations.

Liquidity, Capital Resources and Cash Flows

Our operations have historically generated positive cash flow that, along with availability under our existing revolving credit facility and cash and cash equivalents on hand, has been sufficient to fund our capital expenditures, interest payments, dividends, share repurchases, investments in strategic initiatives and other operating requirements.

We paid dividends totaling \$19.9 million \$40.9 million and \$21.4 million \$40.5 million in the three six months ended March 31, 2024 June 30, 2024 and 2023, respectively. On May 8, 2024 we announced that our Board of Directors further increased the quarterly dividend by 10%, from 11.375 to 12.5 cents per share. This increase builds on a 20 percent increase to TEGNA's dividend in 2023. The increased dividend will be in took effect for quarterly dividend payments, beginning with the July 1, 2024 dividend payment, to stockholders of record as of the close of business on June 7, 2024.

On June 2, 2023, we entered into our first accelerated share repurchase program (the first ASR) with JPMorgan Chase Bank, National Association (JPMorgan). Under the terms of the first ASR, we repurchased \$300 million in TEGNA common stock from JPMorgan, with an initial delivery of approximately 15.2 million shares received on June 6, 2023, representing 80% (\$240 million) of the value of the first ASR contract. The first ASR program was completed during the third quarter of 2023 at which time JPMorgan delivered an additional 3.1 million shares to us. The final share settlement was based on the average daily volume-weighted average price of TEGNA shares during the term of the first ASR program, less a discount, less the previously delivered 15.2 million shares.

On November 9, 2023, we entered into a second accelerated share repurchase (the second ASR) program with JPMorgan. Under the terms of the second ASR, we repurchased \$325 million in TEGNA common stock from JPMorgan, with an initial delivery of approximately 17.3 million shares received on November 13, 2023, representing 80% (\$260 million) of the value of the second ASR contract. The second ASR program was completed on February 22, 2024, shortly after which JPMorgan delivered an additional 4.0 million shares to us. The final share settlement was based on the average daily volume-weighted average price of TEGNA shares during the term of the second ASR program, less a discount, less the previously delivered 17.3 million shares.

In December 2023, our Board of Directors authorized a **new** share repurchase program for up to \$650.0 million of our common stock, which was in addition to the second ASR program. This **new** share repurchase program expires on December 31, 2025. In the first **quarter** **six months** of 2024, **5.8 million** **10.9 million** shares were repurchased under this program at an average share price of **\$14.50** **\$14.29** for an aggregate cost of **\$84.5 million** **\$155.8 million**, of which **\$2.1 million** **\$1.1 million** had not yet been paid as of the end of the **first** **second** quarter.

Our comprehensive capital allocation framework supports shareholder value creation through a predictable and sustained distribution of free cash flow to shareholders. We are on track and reaffirm our expectation to return 40-60 percent of Adjusted free cash flow generated in 2024-2025 to shareholders through share repurchases and dividends, with the remaining Adjusted free cash flow expected to be used for organic investments and/or bolt-on acquisitions and to prepare for future debt retirement. We will continue to analyze all uses of capital, including regular evaluation of the dividend, with a goal of maximizing long-term shareholder value creation.

Consistent with this framework, we are on track to return approximately \$350 million of capital to shareholders in 2024 through dividends and **opportunistic** share repurchases from time to time on the open market at prevailing prices or in negotiated transactions.

Our Adjusted **free cash flow guidance** free cash flow guidance includes the impact of transformation initiatives to streamline operations, pursue innovation-driven opportunities, and achieve cost reductions. We expect to complete these transformation initiatives by the end of 2025, with initial benefits **expected to occur** **occurring** in the second **half** **quarter** of 2024. We expect to realize annualized cost savings of \$90-\$100 million exiting 2025.

During the first **quarter** **half** of 2024, we returned **\$102.3 million** **\$195.6 million** of capital to shareholders with **\$82.4 million** **\$154.7 million** of share repurchases, representing **5.7 million** **10.8 million** shares, and paid **\$19.9 million** **\$40.9 million** in dividends. **Excluded from this commitment are share repurchases under our previously announced accelerated share repurchase program, which were completed during the quarter on February 27, 2024, including final settlement of approximately 4.0 million shares.**

Our capital allocation plan is subject to a variety of factors, including our strategic plans, market and economic conditions and the discretion of our Board of Directors.

In addition to the above share repurchase initiatives, during 2024 we deployed surplus cash in time deposit and money market investments with several financial institutions.

On January 25, 2024, we entered into an amendment to our revolving credit facility. Among other things, the amendment amends the revolving credit facility to:

- Reduce the Five-Year Commitments (as defined in the Credit Agreement) from \$1.51 billion to \$750 million;
- Extend the term of such Five-Year Commitments from August 15, 2024 to January 25, 2029, subject to a 91-day springing maturity date if debt in excess of \$300 million (subject to certain exceptions) were to mature before such date;
- Add the right to obtain a temporary 0.5x step-up in the Total Leverage Ratio (as defined in the Credit Agreement) after consummating a Qualified Acquisition (as defined in the Credit Agreement);
- Increase the amount of Unrestricted Cash (as defined in the Credit Agreement) to \$600 million;
- Amend the definition of Consolidated EBITDA to include an add-back for certain professional fees and expenses; and
- Establish a \$50 million swingline facility.

Under the amended Credit Agreement, the Company's maximum Total Leverage Ratio (as defined in the Credit Agreement) will remain unchanged at 4.50x. None of the available capacity on the revolving credit facility was drawn on the amendment date.

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As of **March 31, 2024** **June 30, 2024**, we were in compliance with all covenants contained in our debt agreements and credit facility. Our leverage ratio, calculated in accordance with our revolving Credit Agreement, was **2.79x** **2.89x**, below the maximum permitted leverage ratio of 4.50x. The leverage ratio is calculated using annualized adjusted EBITDA (as defined in the Credit Agreement) for the trailing eight quarters. We expect to remain compliant with all covenants for the foreseeable future.

As of **March 31, 2024** **June 30, 2024**, our total debt was \$3.07 billion, cash and cash equivalents totaled **\$430.8 million** **\$445.7 million**, and we had unused borrowing capacity of \$737.3 million under our revolving credit facility after giving effect to outstanding letters of credit. Our debt consists of unsecured notes which have fixed interest rates.

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Our financial and operating performance, as well as our ability to generate sufficient cash flow to maintain compliance with credit facility covenants, are subject to certain risk factors. See Item 1A. "Risk Factors," in our 2023 Annual Report on Form 10-K for further discussion. We expect our existing cash and cash equivalents, expected future cash flow from our operations, and borrowing capacity under the revolving credit facility will be more than sufficient to satisfy our recurring contractual commitments, debt service obligations, capital expenditure requirements, and other working capital needs for the next twelve months and beyond.

Cash Flows

The following table provides a summary of our cash flow information followed by a discussion of the key elements of our cash flow (in thousands):

	Three months ended Mar. 31,		Six months ended June 30,	
	2024	2023	2024	2023
Cash and cash equivalents at beginning of the period	\$ 361,036	\$ 551,681	\$ 361,036	\$ 551,681
Operating activities:				
Net income	189,262	104,004	271,291	304,097
Gain on investment sale	(152,867)	—		
Gain on investment sales	(153,626)	—		
Merger termination fee	—	(136,000)		
Depreciation, amortization and other non-cash adjustments	44,765	38,120	87,696	76,505
Pension expense, net of contributions	742	1,416	436	2,655
Decrease in trade receivables	22,153	20,615	19,830	64,356
(Decrease) increase in accounts payable	(34,950)	12,100	(35,820)	2,576
Increase (decrease) in interest and taxes payable	26,958	(1,627)		
Increase in interest and taxes payable	33,194	1,100		
All other operating activities	4,317	(4,241)	2,158	(7,804)
Net cash flow from operating activities	100,380	170,387	225,159	307,485
Investing activities:				
Purchase of property and equipment	(4,911)	(2,845)	(20,883)	(14,491)
Payments for acquisitions of businesses and assets, net of cash acquired	(52,799)	(1,150)	(52,799)	(1,150)
Proceeds from investments	152,867	23	155,037	23
All other investing activities	(8,933)	(150)	(9,725)	(289)

Net cash flow provided by (used for) investing activities	86,224	(4,122)	71,630	(15,907)
Financing activities:				
Repurchase of common stock	(82,394)	—	(154,699)	(300,000)
Dividends paid	(19,898)	(21,360)	(40,914)	(40,489)
Payment of debt issuance costs	(6,448)	—		
Payments for financing costs	(6,448)	—		
All other financing activities	(8,136)	(13,407)	(10,035)	(13,397)
Net cash flow used for financing activities	(116,876)	(34,767)	(212,096)	(353,886)
Net change in cash and cash equivalents	69,728	131,498	84,693	(62,308)
Cash and cash equivalents at end of the period	\$ 430,764	\$ 683,179	\$ 445,729	\$ 489,373

Operating activities - Cash flow from operating activities was **\$100.4 million** **\$225.2 million** for the **three** **six** months ended **March 31, 2024** **June 30, 2024**, compared to **\$170.4 million** **\$307.5 million** for the same period in 2023. The decrease of **\$70.0 million** **\$82.3 million** was primarily driven by changes in working capital, primarily accounts receivable of **\$44.5 million** and accounts payable due to of **\$38.4 million**. The change in accounts receivable was driven in part by a decline in revenue and the change in accounts payable was driven by the timing of payments. Also contributing to the decrease was the impact of the December 2023 temporary service disruption with one of our distribution partners which negatively impacted collections in the first quarter of 2024. These declines decreases were partially offset by a decline in cash paid for taxes of **\$26.3 million**, driven in part by the timing utilization of payments to one of our network affiliation partners, clean energy tax credits in 2024.

Investing activities - Cash flow from investing activities was a net cash inflow of **\$86.2 million** **\$71.6 million** for the **three** **six** months ended **March 31, 2024** **June 30, 2024**, compared to a net cash outflow of **\$4.1 million** **\$15.9 million** for the same period in 2023. The increase in net cash flows of **\$90.3 million** **\$87.5 million** from investing activities was primarily driven by proceeds of **\$152.9 million** from the sale of our investment in BMI in the first quarter of 2024. This was partially offset by cash outflows of **\$52.8 million** for the acquisition of Octillion Media.

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Financing activities - Cash flow used for financing activities was **\$116.9 million** **\$212.1 million** for the **three** **six** months ended **March 31, 2024** **June 30, 2024**, compared to **\$34.8 million** **\$353.9 million** for the same period in 2023. The increase decrease was primarily due to our repurchase of common stock, which included a **\$300.0 million** ASR program payment in the second quarter of 2023 that did not recur in 2024. In the first quarter **six** months of 2024 we repurchased approximately **\$82.4 million** **\$154.7 million** of shares common stock on the open market under our authorized share repurchase program. Additionally, we paid **\$6.4 million** in fees in conjunction with the amendment of our credit revolver in the first quarter of 2024.

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Certain Factors Affecting Forward-Looking Statements

Certain statements in this Quarterly Report on Form 10-Q that do not describe historical facts may constitute forward-looking statements within the meaning of the "safe harbor" provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. When used in the communication, the words "believes," "estimates," "plans," "expects," "should," "could," "outlook," and "anticipates" and similar expressions as they relate to the Company, or its financial results are intended to identify forward-looking statements. Forward-looking statements in this communication may include, without limitation, statements regarding anticipated growth rates the Company's capital allocation framework, the Company's business transformation initiatives, and the Company's other plans, objectives and expectations. Forward-looking statements are based on a number of assumptions about future events and are subject to various risks, uncertainties and other factors that may cause actual results to differ materially from the views, beliefs, projections and estimates expressed in such statements, many of which are outside the Company's control. These risks, uncertainties and other factors include, but are not limited to, risks and uncertainties related to: changes in the market price of the Company's shares, general market conditions, constraints, volatility, or disruptions in the capital markets; the possibility that the Company's capital allocation plan, including dividends, share repurchases, including through ASR programs, and/or strategic acquisitions, investments, and the execution of the capital allocation framework partnerships may not enhance long-term stockholder value; the Company's ability to realize cost savings and execute its business transformation initiatives; the possibility that share repurchases could increase the volatility of the price of the Company's common stock; legal proceedings, judgments or settlements; the Company's ability to re-price or renew subscribers; potential regulatory actions; changes in consumer behaviors and impacts on and

modifications to the Company's TEGNA's operations and business relating thereto; and economic, competitive, governmental, technological and other factors and risks that may affect the Company's operations or financial results, which are discussed in our Annual Report on Form 10-K, 10-K and Quarterly Reports on Form 10-Q. Any forward-looking statements in this communication should be evaluated in light of these important risk factors. The Company is not responsible for updating the information contained in this communication beyond the published date, or for changes made to this press release by wire services, Internet service providers or other media.

Readers are cautioned not to place undue reliance on forward-looking statements made by or on behalf of the Company. Each such statement speaks only as of the day it was made. We undertake no obligation to update or to revise any forward-looking statements.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

For quantitative and qualitative disclosures about market risk, refer to the following section of our 2023 Annual Report on Form 10-K: "Item 7A. Quantitative and Qualitative Disclosures about Market Risk." Our exposures to market risk have not changed materially since December 31, 2023.

As of March 31, 2024 June 30, 2024, we did not have any floating interest obligations outstanding and had unused borrowing capacity of \$737.3 million under our \$750 million revolving credit facility, which expires in January 2029. Any amounts borrowed under the revolving credit facility in the future are subject to a variable rate. Refer to Note 8 to the condensed consolidated financial statements for information regarding the fair value of our long-term debt.

Item 4. Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of the Company's disclosure controls and procedures as of March 31, 2024 June 30, 2024. Based on that evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures are effective, as of March 31, 2024 June 30, 2024, to ensure that information required to be disclosed in the reports that we file or submit under the Securities Exchange Act of 1934 are recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission's rules and forms.

There have been no material changes in our internal controls or in other factors during the fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal controls over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

See Note 10 to the condensed consolidated financial statements for information regarding our legal proceedings.

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Item 1A. Risk Factors

While we attempt to identify, manage and mitigate risks and uncertainties associated with our business, some level of risk and uncertainty will always be present. "Item 1A. Risk Factors" of our 2023 Annual Report on Form 10-K describes the risks and uncertainties that we believe may have the potential to materially affect our business, results of operations, financial condition, cash flows, projected results and future prospects. We do not believe that there have been any material changes from the risk factors previously disclosed in our 2023 Annual Report on Form 10-K.

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

Issuer Purchases of Equity Securities

The following table presents stock repurchases by the Company during the three months ended **March 31, 2024** **June 30, 2024** (in thousands, except per share amounts):

Period Ended	Total			Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet be Purchased Under the Plans or Programs
	Number of Shares Purchased	Average Price Paid per Share		Plans or Programs	Plans or Programs
January 1, 2024 - January 31, 2024	—	\$	—	—	715,000 (1)
February 1, 2024 - February 29, 2024	3,999		14.51	3,999	650,000 (2)
March 1, 2024 - March 31, 2024	5,828	\$	14.50	5,828	565,505 (3)
Total First Quarter 2024	9,827			9,827	

Period	Total			Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet be Purchased Under the Plans or Programs
	Number of Shares Purchased	Average Price Paid per Share		Plans or Programs	Plans or Programs
April 1, 2024 - April 30, 2024	1,835	\$	13.88	1,835	540,043
May 1, 2024 - May 31, 2024	1,604		14.66	1,604	516,527
June 1, 2024 - June 30, 2024	1,638	\$	13.66	1,638	494,150
Total Second Quarter 2024	5,077			5,077	

(1) Represents as of the beginning of the first quarter of 2024 (i) the remaining value of the \$650 million share repurchase program authorized by our Board of Directors in December 2023 and (ii) the remaining \$65 million (20% of the total value) under the second ASR program described in footnote 2 below.

(2) In the fourth quarter of 2023, we entered into a second ASR agreement with JPMorgan to repurchase TEGNA common stock with an aggregate value of \$325 million. Under the terms of the ASR, we paid JPMorgan \$325 million and received an initial delivery of approximately 17.3 million shares in November of 2023, representing approximately 80% (\$260 million) of the value of the second ASR. The second ASR program was completed on February 22, 2024, shortly after which date JPMorgan delivered an additional 4.0 million shares to us. The second ASR program was separately authorized by our Board of Directors and therefore did not impact the \$650 million share repurchase program authorized by our Board of Directors in December 2023 described in Note 3 below.

(3) In December 2023, our Board of Directors authorized the renewal of our share repurchase program for up to \$650 million of our common stock over two years. The shares may be repurchased at management's discretion, either on the open market or in privately negotiated block transactions. Management's decision to repurchase shares will depend on price, blackout periods and other corporate developments. Purchases may occur from time to time and no maximum purchase price has been set. In March Since the inception of 2024, this program, we have repurchased 5.8 million 10.9 million shares under this program, including the 5.1 million shares shown in the above table, at an aggregate cost price of \$84.5 million, of which \$2.1 million had not yet been paid as \$155.8 million. As of the end of the first quarter, second quarter of 2024, \$494.2 million of common stock may still be purchased under this program.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

Rule 10b5-1 Trading PlansNone.

On March 7, 2024, Lynn Beall (Trelstad), Executive Vice President and Chief Operating Officer, entered into a Rule 10b5-1 trading arrangement (as defined in Item 408 of Regulation S-K of the Exchange Act) with the intent of selling up to 75,000 shares of the Company's common stock for diversification purposes. The plan expires upon the earlier of October 31, 2024, or the completion of all authorized transactions under the plan.

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The adoption of this trading plan occurred during an open insider trading window and is intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Securities Exchange Act of 1934, as amended.

Item 6. Exhibits

<u>Exhibit Number</u>	<u>Description</u>
3-1	Fifth Restated Certificate of Incorporation of TEGNA Inc. (incorporated by reference to Exhibit 3-1 to TEGNA Inc.'s Form 8-K filed on April 25, 2024).
3-2	By-laws, as amended through April 24, 2024 (incorporated by reference to Exhibit 3-2 to TEGNA Inc.'s Form 8-K filed on April 25, 2024).
10-1	Offer Letter, dated as of June 17, 2024, by and between TEGNA Inc. and Michael Steib.* (incorporated by reference to Exhibit 10-1 to Form of Executive Officer Restricted Stock Unit Award Agreement.* 8-K filed June 20, 2024).
10-2	Letter Agreement, dated as of June 17, 2024, by and between TEGNA Inc. and David T. Lougee.* (incorporated by reference to Exhibit 10-2 to Form of CEO Restricted Stock Unit Award Agreement.* 8-K filed June 20, 2024).
10-3	Form of Executive Officer Performance Share Award Agreement.*
10-4	Form of CEO Performance Share Unit Award Agreement.*
10-5	Amendment No. 2 to the TEGNA Inc. 2015 Change in Control Severance Plan, as amended through May 30, 2017* (incorporated by reference to Exhibit 10-18-2 11 to TEGNA Inc.'s Form 10-K Deferred Compensation Plan Rules for the fiscal year ended December 31, 2023).
10-6	Amendment No. 2 to the TEGNA Inc. Executive Severance Plan, as amended through May 30, 2017* (incorporated by reference to Exhibit 10-19-2 to TEGNA Inc.'s Form 10-K for the fiscal year ended December 31, 2023).
10-7	Fifteenth Amendment, Post-2004 Deferrals, dated as of January 25, 2024, and effective as of January 25, 2024, to the Amended and Restated Competitive Advance and Revolving Credit Agreement, dated December 13, 2004 and effective as of January 5, 2005, and as amended and restated as of August 5, 2013, as further amended as of June 29, 2015, as further amended as of September 30, 2016, as further amended as of August 1, 2017, as further amended as of June 21, 2018, as further amended as of August 15, 2019, as further amended as of June 11, 2020, and as further amended as of May 14, 2023, among TEGNA Inc., JPMorgan Chase Bank, N.A., as administrative agent, and the several banks and other financial institutions from time to time parties thereto (incorporated by reference to Exhibit 10-1 to TEGNA Inc.'s Form 8-K filed on January 25, 2024) June 25, 2024.* (attached).
31-1	Rule 13a-14(a) Certification of CEO.
31-2	Rule 13a-14(a) Certification of CFO.
32-1	Section 1350 Certification of CEO.
32-2	Section 1350 Certification of CFO.
101.INS	Inline XBRL Instance Document - the instance document does not appear in the Interactive Data File as its XBRL tags are embedded within the inline XBRL document.
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents

* Asterisks identify management contracts and compensatory plans and arrangements.

28 29

SIGNATURE

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

Date: May 8, 2024 August 7, 2024

TEGNA INC.

/s/ Clifton A. McClelland III

Clifton A. McClelland III

Senior Vice President and Controller

(on behalf of Registrant and as Principal Accounting Officer)

29 30

EXHIBIT 10-1 10-3

**AWARD AGREEMENT TEGNA INC.
STOCK UNITS DEFERRED COMPENSATION PLAN
RULES FOR POST-2004 DEFERRALS**

Restated as of January 1, 2005

Amendment No. 11

The Leadership Development and Compensation Committee of TEGNA Inc. (the "Company") hereby amends the TEGNA Inc. Board Deferred Compensation Plan, Rules for Post-2004 Deferrals, restated as of Directors has approved an award of Restricted Stock Units (referred to herein January 1, 2005, as "Stock Units") to you under the TEGNA Inc. 2020 Omnibus Incentive Compensation Plan amended (the "Plan"), as set forth below, follows:

1. Section 2.6(a) is amended by adding the following sentence after the first sentence of such section:

Notwithstanding the forgoing, the Committee may elect to record keep Participants' Deferred Compensation Accounts based on the year for which the deferral election is made and the source of the deferral (e.g., salary or bonus deferrals), in which case the Committee may permit a Participant to make separate Payment Commencement Date (as defined in Section 2.9(b)) and Method of Payment (as defined in Section 2.9(c)) elections for such deferrals.

This Award Agreement and the enclosed Terms and Conditions effective as of #GrantDate#, constitute the formal agreement governing this award.

Please sign both copies of this Award Agreement to evidence your agreement with the terms hereof. Keep one copy and return the other to the undersigned.

Please keep the enclosed Terms and Conditions for future reference.

Employee:

#ParticipantName#

Grant Date:	#GrantDate#
Stock Unit Commencement Date:	3/1/24
Stock Unit Expiration Date:	2/29/28
Stock Unit Vesting Schedule:	25% of the Stock Units shall vest on 2/28/25* 25% of the Stock Units shall vest on 2/28/26* 25% of the Stock Units shall vest on 2/28/27* 25% of the Stock Units shall vest on 2/29/28* 25% of the Stock Units shall vest on 3/1/25* 25% of the Stock Units shall vest on 3/1/26* 25% of the Stock Units shall vest on 3/1/27* 25% of the Stock Units shall vest on 3/1/28*
Payment Date:	

* Provided the Employee is continuously employed until such vesting dates and has not terminated employment on or before such vesting

dates. Such dates are hereinafter referred to as the "Vesting Date" or "Payment Date" for the Stock Units that vest or are paid on such dates.

Number of Stock Units: #QuantityGranted#

TEGNA Inc.

By:

Employee's Signature or Acceptance by
Electronic Signature

Jeffrey Newman
Senior Vice President/Human Resources

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STOCK UNITS
TERMS AND CONDITIONS
 Under the
 TEGNA Inc.
2020 Omnibus Incentive Compensation Plan

These Terms and Conditions, dated #GrantDate#, govern the grant of Restricted Stock Units (referred to herein as "Stock Units") to the employee (the "Employee") designated in the Award Agreement dated coincident with these Terms and Conditions. The Stock Units are granted under, and are subject to, the TEGNA Inc. (the "Company") 2020 Omnibus Incentive Compensation Plan (the "Plan"). Terms used herein that are defined in the Plan shall have the meanings ascribed to them in the Plan. If there is any inconsistency between these Terms and Conditions and the terms Section 2.9(b) of the Plan is amended by adding the Plan's terms shall supersede and replace the conflicting terms herein.

1. Grant of Stock Units. Pursuant following new provisions to the end of such Section:

Notwithstanding the foregoing provisions, for deferral elections made after September 1, 2024, the following rules shall apply:

- At the time a deferral election is made, the Participant shall choose the date on which payment of (i) the Plan, (ii) the individual Award Agreement governing the grant, and (iii) these Terms and Conditions, the Company has granted amount credited to the Employee the number of Stock Units set forth on the applicable Award Agreement. Each vested Stock Unit shall entitle the Employee Deferred Compensation Account is to receive from the Company one share of the Company's common stock ("Common Stock") upon the earliest of the Employee's termination of employment, a Change in Control (but only to the extent provided in Section 14) or the Payment Date, as defined below. The Employee shall not be entitled to receive any shares of Common Stock with respect to unvested Stock Units, and the Employee shall have no further rights with regard to a Stock Unit once the underlying share of Common Stock has been delivered with respect to that Stock Unit.

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2. Payment Date. The Payment Date commence, which date shall be the dates specified in the Award Agreement with respect to the Stock Units that are vested on such date under the schedule set forth in the Award Agreement.

3. Vesting Schedule. Subject to the special vesting rules set forth in Sections 7 and 14, the Stock Units shall vest in accordance with the Vesting Schedule specified in the Award Agreement to the extent that the Employee is continuously employed by the Company or its Subsidiaries until the Vesting Dates specified in the Vesting Schedule and has not terminated employment on or before such dates. An Employee will not be treated as remaining in continuous employment if the Employee's employer ceases to be a Subsidiary of the Company.

4. No Dividend Equivalents. No dividend equivalents shall be paid to the Employee with regard to the Stock Units.

5. Delivery of Shares. The Company shall deliver to the Employee a certificate or certificates, or at the election of the Company make an appropriate book-entry, for the number of shares of Common Stock equal to the number of vested Stock Units as soon as administratively practicable (but always by the 30th day) after the earliest of the Employee's termination of employment, a Change in Control (but only to the extent provided in Section 14) or the Payment Date. The number of shares delivered shall be reduced by the value of all taxes withheld by reason of such delivery; provided that the amount that is withheld cannot exceed the amount of the taxes owed by the Employee using the maximum statutory tax rate in the Employee's applicable jurisdiction(s). The Employee shall not be entitled to receive any shares of Common Stock with respect to unvested Stock Units, and the Employee shall have no further rights with regard to a Stock Unit once the underlying share of Common Stock has been delivered with respect to that Stock Unit.

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6. Cancellation of Stock Units.

(a) Termination of Employment. Subject to Sections 7 and 14, all Stock Units granted to the Employee that have not vested as of the date of the Employee's termination of employment shall automatically be cancelled upon the Employee's termination of employment. Unvested Stock Units shall also be cancelled in connection with an event that results in the Employee's employer ceasing to be a Subsidiary of the Company.

(b) Forfeiture of Stock Units/Recovery of Common Stock. Stock Units granted under this Award Agreement are subject to the Company's Recoupment Policy, dated as of February 26, 2013, as amended as of December 7, 2018, and which may be further amended from time-to-time with retroactive effect. In addition, the Company may assert any other remedies that may be available to the Company under applicable law, including, without limitation, those available under Section 304 of the Sarbanes-Oxley Act of 2002.

7. Death, Disability, Retirement. In the event that the Employee's employment terminates on or prior to the Stock Unit Expiration Date by reason of death, permanent disability (as determined under the Company's Long Term Disability Plan), termination of employment after attaining age 65 (other than for "Cause"), or termination of employment after both attaining age 55 and completing at least 5 years of service (other than for "Cause"), the Employee (or in the case of the Employee's death, the Employee's estate or designated beneficiary) shall become vested in a number of Stock Units equal to the product of (i) the total number of Stock Units in which the Employee would have become vested upon the Stock Unit Expiration Date had the Employee's employment not terminated, and (ii) a fraction, the numerator of which shall be the number of full calendar months between the Stock Unit Commencement Date and the date that employment terminated, and the denominator of which shall be the number of full calendar months from the

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Stock Unit Commencement Date to the Stock Unit Expiration Date; provided such number of Stock Units so vested shall be reduced by the number of Stock Units that had previously become vested. In the event the Employee is terminated for "Cause" all unpaid awards shall be forfeited. "Cause" shall mean a termination of the Employee's employment following the occurrence of any of the following events, each of which shall constitute a "Cause" for such termination:

- (i) any material misappropriation of funds or property of the Company or its affiliate by the Employee;
- (ii) unreasonable and persistent neglect or refusal by the Employee to perform his or her duties which is not remedied within thirty (30) days after receipt of written notice from the Company;

(iii) conviction, including a plea of guilty or of nolo contendere, of the Employee of a securities law violation or a felony;
(iv) material violation of the Company's employment policies by the Employee; or
(v) material harm to the Company (financial, competitive, reputational or otherwise) caused by the Employee's gross negligence, intentional misconduct or knowing or reckless disregard of supervisory responsibility for a direct report who engaged in gross negligence or intentional misconduct.

The Committee, in its sole discretion, shall be responsible for making the determination whether an Employee's termination is for "Cause", and its decision shall be binding on all parties.

8. Non-Assignability. Stock Units may not be transferred, assigned, pledged or hypothecated, whether by operation of law or otherwise, nor may the Stock Units be made subject to execution, attachment or similar process.

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9. Rights as a Shareholder. The Employee shall have no rights as a shareholder by reason of the Stock Units.

10. Discretionary Plan; Employment. The Plan is discretionary in nature and may be suspended or terminated by the Company at any time. With respect to the Plan, (a) each grant of Stock Units is a one-time benefit which does not create any contractual or other right to receive future grants of Stock Units, or benefits in lieu of Stock Units; (b) all determinations with respect to any such future grants, including, but not limited to, the times when the Stock Units shall be granted, the number of Stock Units, the Vesting Dates and the Payment Dates, will be at the sole discretion of the Company; (c) the Employee's participation in the Plan shall not create a right to further employment with the Employee's employer and shall not interfere with the ability of the Employee's employer to terminate the Employee's employment relationship at any time with or without cause; (d) the Employee's participation in the Plan is voluntary; (e) the Stock Units are not part of normal and expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payment, bonuses, long-service awards, pension or retirement benefits, or similar payments; and (f) the future value of the Stock Units is unknown and cannot be predicted with certainty.

11. Effect of Plan and these Terms and Conditions. The Plan is hereby incorporated by reference into these Terms and Conditions, and these Terms and Conditions are subject in all respects to the provisions of the Plan, including without limitation the authority of the Leadership Development and Compensation Committee of the Board of Directors of the Company (the "Committee") in its sole discretion to adjust awards and to make interpretations and other determinations with respect to all matters relating to the applicable Award Agreements, these Terms and Conditions, the Plan and awards made pursuant thereto. These Terms and Conditions

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shall apply to the grant of Stock Units made to the Employee on the date hereof and shall not apply to any future grants of Stock Units made to the Employee.

12. Notices. Notices hereunder shall be in writing and if to the Company shall be addressed to the Secretary of the Company at 8350 Broad Street, Suite 2000, Tysons, Virginia 22102, and, if to the Employee, shall be addressed to the Employee at his or her address as it appears on the Company's records.

13. Successors and Assigns. The applicable Award Agreement and these Terms and Conditions shall be binding upon and inure to the benefit of the successors and assigns of the Company and, to the extent provided in Section 7 hereof, to the estate or designated beneficiary of the Employee.

14. Change in Control Provisions.

Notwithstanding anything to the contrary in these Terms and Conditions, the following provisions shall apply to all Stock Units granted under the attached Award Agreement.

(a) Definitions.

As used in Articles 2 and 14 of the Plan and in these Terms and Conditions, a "Change in Control" shall mean the first to occur of the following:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this Section, the following

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acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or one of its affiliates or (iv) any acquisition pursuant to a transaction that complies with Sections 14(a)(iii)(A), 14(a)(iii)(B) and 14(a)(iii)(C);

(ii) individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election or nomination for election by the Company's stockholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each, a "Business Combination"), in each case, unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding

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voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation or entity resulting from such Business Combination (including, without limitation, a corporation or entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any employee benefit plan (or related trust) of the Company or any corporation or entity resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then-outstanding shares of common stock of the corporation or entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation or entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the corporation or entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

(b) Acceleration Provisions. (i) In the event of the occurrence of a Change in Control in which the Stock Units are not continued or assumed (i.e., the Stock Units are not equitably converted into, or substituted for, a right to receive cash and/or equity of a successor entity or its affiliate), the Stock Units that have not been cancelled or paid out shall become fully vested. The vested Stock Units shall be paid out to the Employee as soon as administratively practicable on or following after the effective date first day of the Change in Control (but in no event later than 30 days after such

event); provided that the Change in Control also constitutes a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company within the meaning of Section 409A of the Internal Revenue Code of 1986 (the "Code") and the regulations and guidance issued thereunder ("Section 409A"), and such payout will not result in additional taxes under Section 409A. Otherwise, the vested Stock Units shall be paid out as soon as administratively practicable **second month** after the earlier of the Employee's termination of employment or the applicable Payment Date for such Stock Units (but in no event later than 30 days after such events).

(ii) In the event of the occurrence of a Change in Control **month** in which the Stock Units are continued or assumed (i.e., the Stock Units are equitably converted into, or substituted for, a right to receive cash and/or equity of a successor entity or its affiliate), the Stock Units shall not vest upon the Change in Control, provided that the Stock Units that are not subsequently vested and paid under the other provisions of this Award shall become fully vested in the event that the Employee has a "qualifying termination of employment" within two years following the date of the Change in Control. In the event of the occurrence of a Change in Control in which the Stock Units are continued or assumed, vested Stock Units shall be paid out as soon as administratively practicable after the earlier of the Employee's termination of employment or the applicable Payment Date for such Stock Units (but in no event later than 10 days after such events).

A "qualifying termination of employment" shall occur if the Company involuntarily terminates the Employee without "Cause" or the Employee voluntarily terminates for "Good Reason". For this purpose, "Cause" shall mean:

- any material misappropriation of funds or property of the Company or its affiliate by the Employee;

- unreasonable and persistent neglect or refusal by the Employee to perform his or her duties which is not remedied within (30) days after receipt of written notice from the Company; or
- conviction, including a plea of guilty or of nolo contendere, of the Employee of a securities law violation or a felony.

For this purpose, "Good Reason" means the occurrence after a Change in Control of any of the following circumstances without the Employee's express written consent, unless such circumstances are fully corrected within 90 days of the Notice of Termination described below:

- the material diminution of the Employee's duties, authorities or responsibilities from those in effect immediately prior to the Change in Control;
- a reduction in the Employee's base salary or target bonus opportunity as in effect on the date immediately prior to the Change in Control;
- failure to provide the Employee with an annual long-term incentive opportunity the grant date value of which is equivalent to or greater in value than Employee's regular annual long-term incentive opportunity in effect on the date of the Change in Control (counting only normal long-term incentive awards made as a part of the regular annual pay package, not special awards made on a regular basis), calculated using widely recognized valuation methodologies by an experienced compensation consultant at a nationally recognized firm;
- the relocation of the Employee's office from the location at which the Employee is principally employed immediately prior to the date of the Change in Control to a location 35 or more miles farther from the Employee's residence immediately prior to the Change in Control, or the Company's requiring the Employee to be based anywhere other than the Company's office in such location, except for required travel on the Company's business to an extent substantially consistent with the Employee's business travel obligations prior to the Change in Control; or

- the failure by the Company or its affiliate to pay any compensation or benefits due to the Employee.

Any termination by the Employee for Good Reason shall be communicated by a Notice of Termination that (x) indicates the specific termination provision in the Award Agreement relied upon, and (y) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated. Such notice must be provided to the Company within ninety (90) days after the event

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that created the "Good Reason".

(iii) If in connection with a Change in Control, the Stock Units are assumed (i.e., the Stock Units are equitably converted into, or substituted for, a right to receive cash and/or equity of a successor entity or its affiliate), the Stock Units shall refer to the right to receive such cash and/or equity. An assumption of this Stock Unit award must satisfy the following requirements:

- The converted or substituted award must be a right to receive an amount of cash and/or equity that has a value, measured at the time of such conversion or substitution, that is equal to the value of this Award as of the date of the Change in Control;
- Any equity payable in connection with a converted or substituted award must be publicly traded equity securities of the Company, a successor company or their direct or indirect parent company, and such equity issuable with respect to the converted or substituted award must be covered by a registration statement filed with the Securities Exchange Commission that permits the immediate sale of such shares on a national exchange;
- The vesting terms of any converted or substituted award must be substantially identical to the terms of this Award; and
- The other terms and conditions of any converted or substituted award must be no less favorable to the Employee than the terms of this Award as of the date of the Change in Control (including the provisions that would apply in the event of a subsequent Change in Control).

The determination of whether the conditions of this Section 14(b)(iii) are satisfied shall be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(c) Legal Fees. The Company shall pay all legal fees, court costs, fees of experts and other costs and expenses when incurred by Employee in connection with any actual, threatened or contemplated litigation or legal, administrative or other proceedings involving the provisions of this Section 14, whether or not initiated by the Employee. The Company agrees to pay such

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amounts within 10 days following the Company's receipt of an invoice from the Employee, provided that the Employee shall have submitted an invoice for such amounts at least 30 days before the end of the calendar year next following the calendar year in which such fees and disbursements were incurred.

15. Employment or Similar Agreements. The provisions of Sections 1, 3, 5, 6, 7 and 14 of these Terms and Conditions shall not be applied to or interpreted in a manner which would decrease the rights held by, or the payments owing to, an Employee under an employment agreement, termination benefits agreement or similar agreement with the Company that pre-exists the Grant Date and contains specific provisions applying to Plan awards in the case of any change in control or similar event or termination of employment, and if there is any conflict between the terms of such employment agreement, termination benefits agreement or similar agreement and the terms of Sections 1, 3, 5, 6, 7 and 14, the employment agreement, termination benefits agreement or similar agreement shall control.

16. Grant Subject to Applicable Regulatory Approvals. Any grant of Stock Units under the Plan is specifically conditioned on, and subject to, any regulatory approvals required in the Employee's country. These approvals cannot be assured. If necessary

approvals for grant or payment are not obtained, the Stock Units may be cancelled or rescinded, or they may expire, as determined by the Company in its sole and absolute discretion.

17. Applicable Laws and Consent to Jurisdiction. The validity, construction, interpretation and enforceability of this Agreement shall be determined and governed by the laws of the State of Delaware without giving effect to the principles of conflicts of law. For the purpose of litigating any dispute that arises under this Agreement, the parties hereby consent to exclusive

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jurisdiction in Virginia and agree that such litigation shall be conducted in the courts of Fairfax County, Virginia or the federal courts of the United States for the Eastern District of Virginia.

18. Compliance with Section 409A. This Award is intended to comply with the requirements of Section 409A so that no taxes under Section 409A are triggered, and shall be interpreted and administered in accordance with that intent (e.g., the definition of "termination of employment" (or similar term used herein) shall have the meaning ascribed to "separation from service" under Section 409A). If any provision of these Terms and Conditions would otherwise conflict with or frustrate this intent, the provision shall not apply. Notwithstanding any provision in this Award Agreement to the contrary and solely to the extent required by Section 409A, if the Employee is a "specified employee" within the meaning of Code Section 409A and if delivery of shares is being made in connection with the Employee's separation from service other than by reason of the Employee's death, delivery of the shares shall be delayed until six months and one day after the Employee's separation from service with the Company (or, if earlier than the end of the six-month period, the date of the Employee's death). The Company shall not be responsible or liable for the consequences of any failure of the Award to avoid taxation under Section 409A.

2024

US employees

EXHIBIT 10-2

**AWARD AGREEMENT
STOCK UNITS**

The Leadership Development and Compensation Committee of the TEGNA Inc. Board of Directors has approved an award of Restricted Stock Units (referred to herein as "Stock Units") to you under the TEGNA Inc. 2020 Omnibus Incentive Compensation Plan (the "Plan"), as set forth below.

This Award Agreement and the enclosed Terms and Conditions effective as of #GrantDate#, constitute the formal agreement governing this award.

Please sign both copies of this Award Agreement to evidence your agreement with the terms hereof. Keep one copy and return the other to the undersigned.

Please keep the enclosed Terms and Conditions for future reference.

Employee:	#ParticipantName#
Grant Date:	#GrantDate#
Stock Unit Commencement Date:	3/1/24
Stock Unit Expiration Date:	2/29/28
Stock Unit Vesting Schedule:	25% of the Stock Units shall vest on 2/28/25* 25% of the Stock Units shall vest on 2/28/26* 25% of the Stock Units shall vest on 2/28/27* 25% of the Stock Units shall vest on 2/29/28* 25% of the Stock Units shall be paid on 3/1/25*
Payment Date:	

25% of the Stock Units shall be paid on 3/1/26*
25% of the Stock Units shall be paid on 3/1/27*
25% of the Stock Units shall be paid on 3/1/28*

* Provided the Employee is continuously employed until such vesting dates and has not terminated employment on or before such vesting dates. Such dates are hereinafter referred to as the "Vesting Date" or "Payment Date" for the Stock Units that vest or are paid on such dates.

Number of Stock Units: #QuantityGranted#

TEGNA Inc.

By:

Employee Signature or Acceptance by
Electronic Signature

Jeffery Newman

Senior Vice President/Human Resources

STOCK UNITS

TERMS AND CONDITIONS

Under the
TEGNA Inc.

2020 Omnibus Incentive Compensation Plan

These Terms and Conditions, dated #GrantDate#, govern the grant of Restricted Stock Units (referred to herein as "Stock Units") to the employee (the "Employee") designated in the Award Agreement dated coincident with these Terms and Conditions. The Stock Units are granted under, and are subject to, the TEGNA Inc. (the "Company") 2020 Omnibus Incentive Compensation Plan (the "Plan"). Terms used herein that are defined in the Plan shall have the meanings ascribed to them in the Plan. If there is any inconsistency between these Terms and Conditions and the terms of the Plan, the Plan's terms shall supersede and replace the conflicting terms herein.

1. **Grant of Stock Units.** Pursuant to the provisions of (i) the Plan, Participant retires; (ii) the individual Award Agreement governing the grant, and (iii) these Terms and Conditions, the Company has granted to the Employee the number of Stock Units set forth on the applicable Award Agreement. Each vested Stock Unit shall entitle the Employee to receive from the Company one share of the Company's common stock ("Common Stock") upon the earliest of the Employee's termination of employment, a Change in Control (but only to the extent provided in Section 14) or the Payment Date, as defined below. The Employee shall not be entitled to receive any shares of Common Stock with respect to unvested Stock Units, and the Employee shall have no further rights with regard to a Stock Unit once the underlying share of Common Stock has been delivered with respect to that Stock Unit.

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2. **Payment Date.** The Payment Date shall be the dates specified in the Award Agreement with respect to the Stock Units that are vested on such date under the schedule set forth in the Award Agreement.

3. **Vesting Schedule.** Subject to the special vesting rules set forth in Sections 7 and 14, the Stock Units shall vest in accordance with the Vesting Schedule specified in the Award Agreement to the extent that the Employee is continuously employed by the Company or its Subsidiaries until the Vesting Dates specified in the Vesting Schedule and has not terminated employment on or before such dates. An Employee will not be treated as remaining in continuous employment if the Employee's employer ceases to be a Subsidiary of the Company.

4. **No Dividend Equivalents.** No dividend equivalents shall be paid to the Employee with regard to the Stock Units.

5. Delivery of Shares. The Company shall deliver to the Employee a certificate or certificates, or at the election of the Company make an appropriate book-entry, for the number of shares of Common Stock equal to the number of vested Stock Units as soon as administratively practicable (but always by the 30th day) after the earliest of the Employee's termination of employment, a Change in Control (but only to the extent provided in Section 14) or the Payment Date. The number of shares delivered shall be reduced by the value of all taxes withheld by reason of such delivery; provided that the amount that is withheld, or may be withheld at the Employee's discretion, cannot exceed the amount of the taxes owed by the Employee using the maximum statutory tax rate in the Employee's applicable jurisdiction(s). The Employee shall not be entitled to receive any shares of Common Stock with respect to unvested Stock Units, and the Employee shall have no further rights with regard to a Stock Unit once the underlying share of Common Stock has been delivered with respect to that Stock Unit.

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6. Cancellation of Stock Units.

(a) Termination of Employment. Subject to Sections 7 and 14, all Stock Units granted to the Employee that have not vested as of the date of the Employee's termination of employment shall automatically be cancelled upon the Employee's termination of employment. Unvested Stock Units shall also be cancelled in connection with an event that results in the Employee's employer ceasing to be a Subsidiary of the Company.

(b) Forfeiture of Stock Units/Recovery of Common Stock. Stock Units granted under this Award Agreement are subject to the Company's Recoupment Policy, dated as of February 26, 2013, as amended as of December 7, 2018, and which may be further amended from time-to-time with retroactive effect. In addition, the Company may assert any other remedies that may be available to the Company under applicable law, including, without limitation, those available under Section 304 of the Sarbanes-Oxley Act of 2002.

7. Death, Disability, Retirement. In the event that the Employee's employment terminates on or prior to the Stock Unit Expiration Date by reason of death, permanent disability (as determined under the Company's Long Term Disability Plan), termination of employment after attaining age 65 (other than for "Cause"), or termination of employment after both attaining age 55 and completing at least 5 years of service (other than for "Cause"), the Employee (or in the case of the Employee's death, the Employee's estate or designated beneficiary) shall become vested in a number of Stock Units equal to the product of (i) the total number of Stock Units in which the Employee would have become vested upon the Stock Unit Expiration Date had the Employee's employment not terminated, and (ii) a fraction, the numerator of which shall be the number of full calendar months between the Stock Unit Commencement Date and the date that employment terminated, and the denominator of which shall be the number of full calendar months from the

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Stock Unit Commencement Date to the Stock Unit Expiration Date; provided such number of Stock Units so vested shall be reduced by the number of Stock Units that had previously become vested. In the event the Employee is terminated for "Cause" all unpaid awards shall be forfeited. "Cause" shall mean a termination of the Employee's employment following the occurrence of any of the following events, each of which shall constitute a "Cause" for such termination:

- (i) any material misappropriation of funds or property of the Company or its affiliate by the Employee;
- (ii) unreasonable and persistent neglect or refusal by the Employee to perform his or her duties which is not remedied within thirty (30) days after receipt of written notice from the Company;
- (iii) conviction, including a plea of guilty or of nolo contendere, of the Employee of a securities law violation or a felony;
- (iv) material violation of the Company's employment policies by the Employee; or
- (v) material harm to the Company (financial, competitive, reputational or otherwise) caused by the Employee's gross negligence, intentional misconduct or knowing or reckless disregard of supervisory responsibility for a direct report who engaged in gross negligence or intentional misconduct.

The Committee, in its sole discretion, shall be responsible for making the determination whether an Employee's termination is for "Cause", and its decision shall be binding on all parties.

8. Non-Assignability. Stock Units may not be transferred, assigned, pledged or hypothecated, whether by operation of law or otherwise, nor may the Stock Units be made subject to execution, attachment or similar process.

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9. Rights as a Shareholder. The Employee shall have no rights as a shareholder by reason of the Stock Units.

10. Discretionary Plan; Employment. The Plan is discretionary in nature and may be suspended or terminated by the Company at any time. With respect to the Plan, (a) each grant of Stock Units is a one-time benefit which does not create any contractual or other right to receive future grants of Stock Units, or benefits in lieu of Stock Units; (b) all determinations with respect to any such future grants, including, but not limited to, the times when the Stock Units shall be granted, the number of Stock Units, the Vesting Dates and the Payment Dates, will be at the sole discretion of the Company; (c) the Employee's participation in the Plan shall not create a right to further employment with the Employee's employer and shall not interfere with the ability of the Employee's employer to terminate the Employee's employment relationship at any time with or without cause; (d) the Employee's participation in the Plan is voluntary; (e) the Stock Units are not part of normal and expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payment, bonuses, long-service awards, pension or retirement benefits, or similar payments; and (f) the future value of the Stock Units is unknown and cannot be predicted with certainty.

11. Effect of Plan and these Terms and Conditions. The Plan is hereby incorporated by reference into these Terms and Conditions, and these Terms and Conditions are subject in all respects to the provisions of the Plan, including without limitation the authority of the Leadership Development and Compensation Committee of the Board of Directors of the Company (the "Committee") in its sole discretion to adjust awards and to make interpretations and other determinations with respect to all matters relating to the applicable Award Agreements, these Terms and Conditions, the Plan and awards made pursuant thereto. These Terms and Conditions

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shall apply to the grant of Stock Units made to the Employee on the date hereof and shall not apply to any future grants of Stock Units made to the Employee.

12. Notices. Notices hereunder shall be in writing and if to the Company shall be addressed to the Secretary of the Company at 8350 Broad Street, Suite 2000, Tysons, Virginia 22102, and, if to the Employee, shall be addressed to the Employee at his or her address as it appears on the Company's records.

13. Successors and Assigns. The applicable Award Agreement and these Terms and Conditions shall be binding upon and inure to the benefit of the successors and assigns of the Company and, to the extent provided in Section 7 hereof, to the estate or designated beneficiary of the Employee.

14. Change in Control Provisions.

Notwithstanding anything to the contrary in these Terms and Conditions, the following provisions shall apply to all Stock Units granted under the attached Award Agreement.

(a) Definitions.

As used in Articles 2 and 14 of the Plan and in these Terms and Conditions, a "Change in Control" shall mean the first to occur of the following:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock")

or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this Section, the following

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acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or one of its affiliates or (iv) any acquisition pursuant to a transaction that complies with Sections 14(a)(iii)(A), 14(a)(iii)(B) and 14(a)(iii)(C);

(ii) individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election or nomination for election by the Company's stockholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each, a "Business Combination"), in each case, unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding

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voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation or entity resulting from such Business Combination (including, without limitation, a corporation or entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any employee benefit plan (or related trust) of the Company or any corporation or entity resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then-outstanding shares of common stock of the corporation or entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation or entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the corporation or entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

(b) **Acceleration Provisions.** (i) In the event of the occurrence of a Change in Control in which the Stock Units are not continued or assumed (i.e., the Stock Units are not equitably converted into, or substituted for, a right to receive cash and/or equity of a successor entity or its affiliate), the Stock Units that have not been cancelled or paid out shall become fully vested. The vested Stock Units shall be paid out to the Employee as soon as administratively practicable on or following the effective date after June 1st of the Change in Control (but in no event later than 30 days after such

event); provided that the Change in Control also constitutes a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company within the meaning of Section 409A of the Internal Revenue Code of 1986 (the "Code") and the regulations and guidance issued thereunder ("Section 409A"), and such payout will not result in additional taxes under Section 409A. Otherwise, the vested Stock Units shall be paid out as soon as administratively practicable after the earlier of the Employee's termination of employment or the applicable Payment Date for such Stock Units (but in no event later than 30 days after such events).

(ii) In the event of the occurrence of a Change in Control in which the Stock Units are continued or assumed (i.e., the Stock Units are equitably converted into, or substituted for, a right to receive cash and/or equity of a successor entity or its affiliate), the Stock Units shall not vest upon the Change in Control, provided that the Stock Units that are not subsequently vested and paid under the other provisions of this Award shall become fully vested in the event that the Employee has a "qualifying termination of employment" within two years following the date of the Change in Control. In the event of the occurrence of a Change in Control in which the Stock Units are continued or assumed, vested Stock Units shall be paid out as soon as administratively practicable after the earlier of the Employee's termination of employment or the applicable Payment Date for such Stock Units (but in no event later than 10 days after such events).

A "qualifying termination of employment" shall occur if the Company involuntarily terminates the Employee without "Cause" or the Employee voluntarily terminates for "Good Reason". For this purpose, "Cause" shall mean:

- any material misappropriation of funds or property of the Company or its affiliate by the Employee;

- unreasonable and persistent neglect or refusal by the Employee to perform his or her duties which is not remedied within (30) days after receipt of written notice from the Company; or
- conviction, including a plea of guilty or of nolo contendere, of the Employee of a securities law violation or a felony.

For this purpose, "Good Reason" means the occurrence after a Change in Control of any of the following circumstances without the Employee's express written consent, unless such circumstances are fully corrected within 90 days of the Notice of Termination described below:

- the material diminution of the Employee's duties, authorities or responsibilities from those in effect immediately prior to the Change in Control;
- a reduction in the Employee's base salary or target bonus opportunity as in effect on the date immediately prior to the Change in Control;
- failure to provide the Employee with an annual long-term incentive opportunity the grant date value of which is equivalent or greater in value than Employee's regular annual long-term incentive opportunity in effect on the date of the Change in Control (counting only normal long-term incentive awards made as a part of the regular annual pay package, not special awards made on a regular basis), calculated using widely recognized valuation methodologies by an experienced compensation consultant at a nationally recognized firm;
- the relocation of the Employee's office from the location at which the Employee is principally employed immediately prior to the date of the Change in Control to a location 35 or more miles farther from the Employee's residence immediately prior to the Change in Control, or the Company's requiring the Employee to be based anywhere other than the Company's office in such location, except for required travel on the Company's business to an extent substantially consistent with the Employee's business travel obligations prior to the Change in Control; or
- the failure by the Company or its affiliate to pay any compensation or benefits due to the Employee.

Any termination by the Employee for Good Reason shall be communicated by a Notice of Termination that (x) indicates the specific termination provision in the Award Agreement relied upon, and (y) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated. Such notice must be provided to the Company within ninety (90) days after the event

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that created the "Good Reason".

(iii) If in connection with a Change in Control, the Stock Units are assumed (i.e., the Stock Units are equitably converted into, or substituted for, a right to receive cash and/or equity of a successor entity or its affiliate), the Stock Units shall refer to the right to receive such cash and/or equity. An assumption of this Stock Unit award must satisfy the following requirements:

- The converted or substituted award must be a right to receive an amount of cash and/or equity that has a value, measured at the time of such conversion or substitution, that is equal to the value of this Award as of the date of the Change in Control;
- Any equity payable in connection with a converted or substituted award must be publicly traded equity securities of the Company, a successor company or their direct or indirect parent company, and such equity issuable with respect to the converted or substituted award must be covered by a registration statement filed with the Securities Exchange Commission that permits the immediate sale of such shares on a national exchange;
- The vesting terms of any converted or substituted award must be substantially identical to the terms of this Award; and
- The other terms and conditions of any converted or substituted award must be no less favorable to the Employee than the terms of this Award as of the date of the Change in Control (including the provisions that would apply in the event of a subsequent Change in Control).

The determination of whether the conditions of this Section 14(b)(iii) are satisfied shall be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(c) Legal Fees. The Company shall pay all legal fees, court costs, fees of experts and other costs and expenses when incurred by Employee in connection with any actual, threatened or contemplated litigation or legal, administrative or other proceedings involving the provisions of this Section 14, whether or not initiated by the Employee. The Company agrees to pay such

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amounts within 10 days following the Company's receipt of an invoice from the Employee, provided that the Employee shall have submitted an invoice for such amounts at least 30 days before the end of the first calendar year next immediately following the calendar year in which such fees are incurred; or (iii) the date specified by the Participant, which must be at least one year after the year for which the Participant is making the deferral (collectively (i), (ii) and disbursements were incurred).

15. Employment or Similar Agreements. The provisions of Sections 1, 3, 5, 6, 7 and 14 of these Terms and Conditions shall not be applied to or interpreted in (ii) a manner which would decrease the rights held by, or the payments owing to, an Employee under an employment agreement, termination benefits agreement or similar agreement with the Company that pre-exists the Grant Date and contains specific provisions applying to Plan awards in "Payment Commencement Date".

• In the case of any change in control or similar event or termination of employment, and if there is any conflict between Director Participants, the terms of such employment agreement, termination benefits agreement or similar agreement and the terms of Sections 1, 3, 5, 6, 7 and 14, the employment agreement, termination benefits agreement or similar agreement shall control.

16. Grant Subject to Applicable Regulatory Approvals. Any grant of Stock Units under the Plan is specifically conditioned on, and subject to, any regulatory approvals required in the Employee's country. These approvals cannot be assured. If necessary

approvals for grant or payment are not obtained, the Stock Units may be cancelled or rescinded, or they may expire, as determined by the Company in its sole and absolute discretion.

17. Applicable Laws and Consent to Jurisdiction. The validity, construction, interpretation and enforceability of this Agreement Payment Commencement Date shall be determined and governed by the laws of the State of Delaware without giving effect to the principles of conflicts of law. For the purpose of litigating any dispute that arises under this Agreement, the parties hereby consent to exclusive

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jurisdiction in Virginia and agree that such litigation shall be conducted in the courts of Fairfax County, Virginia or the federal courts of the United States for the Eastern District of Virginia.

18. Compliance with Section 409A. This Award is intended to comply with the requirements of Section 409A so that no taxes under Section 409A are triggered, and shall be interpreted and administered in accordance with that intent (e.g., the definition of "termination of employment" (or similar term used herein) shall have the meaning ascribed to "separation from service" under Section 409A). If any provision of these Terms and Conditions would otherwise conflict with or frustrate this intent, the provision shall not apply. Notwithstanding any provision in this Award Agreement to the contrary and solely to the extent required by Section 409A, if the Employee is a "specified employee" within the meaning of Code Section 409A and if delivery of shares is being made in connection with the Employee's separation from service other later than by reason of the Employee's death, delivery of the shares shall be delayed until six months and one day after the Employee's separation from service with the Company (or, if earlier than the end of the six-month period, the date of the Employee's death). The Company shall not be responsible or liable for the consequences of any failure of the Award to avoid taxation under Section 409A.

2024
US employees

EXHIBIT 10-3

**AWARD AGREEMENT
PERFORMANCE SHARES**

The Leadership Development and Compensation Committee of the TEGNA Inc. Board of Directors has approved your opportunity to receive Performance Shares (referred to herein as "Performance Shares") under the TEGNA Inc. 2020 Omnibus Incentive Compensation Plan (the "Plan"), as set forth below.

This Award Agreement and the enclosed Terms and Conditions effective as of #GrantDate#, constitute the formal agreement governing this award.

Please sign both copies of this Award Agreement to evidence your agreement with the terms hereof. Keep one copy and return the other to the undersigned.

Please keep the enclosed Terms and Conditions for future reference.

Employee:	#ParticipantName#
Grant Date:	#GrantDate#
Performance Period Commencement Date:	March 1, 2024
Performance Period End Date:	February 28, 2027
Performance Share Payment Date:	March 1, 2027, or soon as administratively practicable thereafter but in all instances within the first two weeks of March 2027
Target Number of Performance Shares:	#QuantityGranted##*

* The actual number of Performance Shares you may receive will be higher or lower depending on the Company's actual performance versus targeted performance and your continued employment with the Company, as more fully explained in the enclosed Terms and Conditions.

TEGNA Inc.

By:

Employee's Signature or Acceptance by
Electronic Signature

Jeffery Newman
Senior Vice President/Human Resources

**PERFORMANCE SHARES
TERMS AND CONDITIONS**

Under the
TEGNA Inc.

2020 Omnibus Incentive Compensation Plan

These Terms and Conditions, dated #GrantDate#, govern the right of the employee (the "Employee") designated in the Award Agreement dated coincident with these Terms and Conditions to receive Performance Shares (referred to herein as "Performance Shares"). Generally, the Employee will not receive any Performance Shares unless the specified service and performance requirements set forth herein are satisfied. The Performance Shares are granted under, and are subject to, the TEGNA Inc. (the "Company") 2020 Omnibus Incentive Compensation Plan (the "Plan"). Terms used herein that are defined in the Plan shall have the meanings ascribed to them in the Plan. If there is any inconsistency between these Terms and Conditions and the terms of the Plan, the Plan's terms shall supersede and replace the conflicting terms herein.

1. Grant of Performance Shares. Pursuant to the provisions of (i) the Plan, (ii) the individual Award Agreement governing the grant, and (iii) these Terms and Conditions, the Employee may be entitled to receive Performance Shares. Each Performance Share that becomes payable shall entitle the Employee to receive from the Company one share of the Company's common stock ("Common Stock") upon the expiration of the Incentive Period, as defined in Section 2, except as provided in Section 13. The actual number of Performance Shares an Employee will receive will be calculated in the manner described in these Terms and Conditions, including Exhibit A, and may be different than the Target Number of Performance Shares set forth in the Award Agreement.

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2. Incentive Period. Except as otherwise provided in Section 13 below, the Incentive Period in respect of the Performance Shares shall commence on the Performance Period Commencement Date specified in the Award Agreement and end on the Performance Period End Date specified in the Award Agreement.

3. No Dividend Equivalents. No dividend equivalents shall be paid to the Employee with regard to the Performance Shares.

4. Delivery of Shares. The Company shall deliver to the Employee a certificate or certificates, or at the election of the Company make an appropriate book-entry, for the number of shares of Common Stock equal to the number of Performance Shares that have been earned based on the Company's performance during the Incentive Period as set forth in Exhibit A and satisfaction of the Terms and Conditions set forth herein, which number of shares shall be reduced by the value of all taxes withheld by reason of such delivery; provided that the amount that is withheld cannot exceed the amount of the taxes owed by the Employee using the maximum statutory tax rate in the Employee's applicable jurisdiction(s). Except as provided in Sections 13 or 14, such delivery shall

take place on the Performance Share Payment Date. An Employee shall have no further rights with regard to the Performance Shares once the underlying shares of Common Stock have been delivered.

5. **Forfeiture and Cancellation of Right to Receive Performance Shares.**

(a) **Termination of Employment.** Except as provided in Sections 6, 13, and 14, an Employee's right to receive Performance Shares shall automatically be cancelled upon the Employee's termination of employment (as well as an event that results in the Employee's employer ceasing to be a subsidiary of the Company) prior to the Performance Period End Date,

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and in such event the Employee shall not be entitled to receive any shares of Common Stock in respect thereof.

(b) **Forfeiture of Performance Shares/Recovery of Common Stock.** Performance Shares granted under this Award Agreement are subject to the Company's Recoupment Policy, dated as of February 26, 2013, as amended as of December 7, 2018, and which may be further amended from time-to-time with retroactive effect. In addition, the Company may assert any other remedies that may be available to the Company under applicable law, including, without limitation, those available under Section 304 of the Sarbanes-Oxley Act of 2002.

6. **Death, Disability, Retirement.** Except as provided in Sections 13 or 14 below, in the event that the Employee's employment terminates on or prior to the Performance Period End Date by reason of death, permanent disability (as determined under the Company's Long Term Disability Plan), termination of employment after attaining age 65 (other than for "Cause"), or termination of employment after both attaining age 55 and completing at least 5 years of service (other than for "Cause"), the Employee (or in the case of the Employee's death, the Employee's estate or designated beneficiary) shall be entitled to receive at the Performance Share Payment Date the number of shares of Common Stock equal to the product of (i) the total number of shares in respect of such Performance Shares which the Employee would have been entitled to receive upon the expiration of the Incentive Period had the Employee's employment not terminated, and (ii) a fraction, the numerator of which shall be the number of full calendar months between the Performance Period Commencement Date and the date that employment terminated, and the denominator of which shall be the number of full calendar months from the Performance Period

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Commencement Date to the Performance Period End Date. In the event the Employee is terminated for "Cause" all unpaid awards shall be forfeited. "Cause" shall mean a termination of the Employee's employment following the occurrence of any of the following events, each of which shall constitute a "Cause" for such termination:

- (i) any material misappropriation of funds or property of the Company or its affiliate by the Employee;
- (ii) unreasonable and persistent neglect or refusal by the Employee to perform his or her duties which is not remedied within thirty (30) days after receipt of written notice from the Company;
- (iii) conviction, including a plea of guilty or of nolo contendere, of the Employee of a securities law violation or a felony;
- (iv) material violation of the Company's employment policies by the Employee; or
- (v) material harm to the Company (financial, competitive, reputational or otherwise) caused by the Employee's gross negligence, intentional misconduct or knowing or reckless disregard of supervisory responsibility for a direct report who engaged in gross negligence or intentional misconduct.

The Committee, in its sole discretion, shall be responsible for making the determination whether an Employee's termination is for "Cause", and its decision shall be binding on all parties.

7. **Non-Assignability.** Performance Shares may not be transferred, assigned, pledged or hypothecated, whether by operation of law or otherwise, nor may the Performance Shares be made subject to execution, attachment or similar process.

8. Rights as a Shareholder. The Employee shall have no rights as a shareholder by reason of the Performance Shares.

9. Discretionary Plan; Employment. The Plan is discretionary in nature and may be suspended or terminated by the Company at any time. With respect to the Plan, (a) each grant of Performance Shares is a one-time benefit which does not create any contractual or other right to receive future grants of Performance Shares, or benefits in lieu of Performance Shares; (b) all determinations with respect to any such future grants, including, but not limited to, the times when the Performance Shares shall be granted, the number of Performance Shares, and the Incentive Period, will be at the sole discretion of the Company; (c) the Employee's participation in the Plan shall not create a right to further employment with the Employee's employer and shall not interfere with the ability of the Employee's employer to terminate the Employee's employment relationship at any time with or without cause; (d) the Employee's participation in the Plan is voluntary; (e) the Performance Shares are not part of normal and expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payment, bonuses, long-service awards, pension or retirement benefits, or similar payments; and (f) the future value of the Performance Shares is unknown and cannot be predicted with certainty.

10. Effect of Plan and these Terms and Conditions. The Plan is hereby incorporated by reference into these Terms and Conditions, and these Terms and Conditions are subject in all respects to the provisions of the Plan, including without limitation the authority of the Leadership Development and Compensation Committee of the Board of Directors of the Company (the "Committee") in its sole discretion to adjust awards and to make interpretations

and other determinations with respect to all matters relating to the applicable Award Agreements, these Terms and Conditions, the Plan and awards made pursuant thereto. These Terms and Conditions shall apply to the grant of Performance Shares made to the Employee on the date hereof and shall not apply to any future grants of Performance Shares made to the Employee.

11. Notices. Notices hereunder shall be in writing and, if to the Company, shall be addressed to the Secretary of the Company at 8350 Broad Street, Suite 2000, Tysons, Virginia 22102, and, if to the Employee, shall be addressed to the Employee at his or her address as it appears on the Company's records.

12. Successors and Assigns. The applicable Award Agreement and these Terms and Conditions shall be binding upon and inure to the benefit of the successors and assigns of the Company and, to the extent provided in Section 6 hereof, to the estate or designated beneficiary of the Employee.

13. Change in Control Provisions.

Notwithstanding anything to the contrary in these Terms and Conditions, the following provisions shall apply to the right of an Employee to receive Performance Shares under the attached Award Agreement.

(a) Definitions.

As used in Articles 2 and 14 of the Plan and in these Terms and Conditions, a "Change in Control" shall mean the first to occur of the following:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or

more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this Section, the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or one of its affiliates, or (iv) any acquisition pursuant to a transaction that complies with Sections 13(a)(iii)(A), 13(a)(iii)(B) and 13(a)(iii)(C);

(ii) individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election or nomination for election by the Company's stockholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries

(each, a "Business Combination"), in each case, unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation or entity resulting from such Business Combination (including, without limitation, a corporation or entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any employee benefit plan (or related trust) of the Company or any corporation or entity resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then-outstanding shares of common stock of the corporation or entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation or entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the corporation or entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

(b) Acceleration Provisions. In the event of a Change in Control, the number of Performance Shares payable to an Employee shall be calculated in accordance with the Change in Control rules set forth in Exhibit A, subject to the vesting rules set forth below.

(i) In the event of the occurrence of a Change in Control in which the Performance Shares are not continued or assumed (i.e., the Performance Shares are not equitably converted into, or substituted for, a right to receive cash and/or equity of a successor entity or its affiliate), the Performance Shares that have not been cancelled shall become fully vested and shall be paid out to the Employee as soon as administratively practicable on or following the effective date after June 1st of the Change in Control (but in no event later than 30 days after such event), provided that the Change in Control also constitutes a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company within the meaning of Section 409A of the Internal Revenue Code of 1986 (the "Code") and the regulations and guidance issued thereunder ("Section 409A"), and such payout will not result in additional taxes under Section 409A. Otherwise, in the event of the occurrence of a Change in Control in which the Performance Shares are not continued or assumed, the vested Performance Shares shall be paid out at the earlier of the Employee's termination of employment or the Performance Share Payment Date.

(ii) In the event of the occurrence of a Change in Control in which the Performance Shares are continued or assumed (i.e., the Performance Shares are equitably converted into, or substituted for, a right to receive cash and/or equity of a successor entity or its

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affiliate), the Performance Shares shall not vest upon the Change in Control, provided that the Performance Shares that have not vested under the other provisions of this Award shall become fully vested in the event that the Employee has a "qualifying termination of employment" within two years following the date of the Change in Control. In the event of the occurrence of a Change in Control in which the Performance Shares are continued or assumed, vested Performance Shares shall be paid out to the Employee at the earlier of the Employee's termination of employment or the Performance Share Payment Date.

A "qualifying termination of employment" shall occur if the Company involuntarily terminates the Employee without "Cause" or the Employee voluntarily terminates for "Good Reason". For this purpose, "Cause" shall mean:

- any material misappropriation of funds or property of the Company or its affiliate by the Employee;
- unreasonable and persistent neglect or refusal by the Employee to perform his or her duties which is not remedied within thirty (30) days after receipt of written notice from the Company; or
- conviction, including a plea of guilty or of nolo contendere, of the Employee of a securities law violation or a felony.

For this purpose, "Good Reason" means the occurrence after a Change in Control of any of the following circumstances without the Employee's express written consent, unless such circumstances are fully corrected within 90 days of the Notice of Termination described below:

- the material diminution of the Employee's duties, authorities or responsibilities from those in effect immediately prior to the Change in Control;
- a reduction in the Employee's base salary or target bonus opportunity as in effect on the date immediately prior to the Change in Control;
- failure to provide the Employee with an annual long-term incentive opportunity the grant date value of which is equivalent to or greater in value than Employee's

regular annual long-term incentive opportunity in effect on the date of the Change of Control (counting only normal long-term incentive awards made as a part of the regular annual pay package, not special awards not made on a regular basis), calculated using widely recognized valuation methodologies by an experienced compensation consultant at a nationally recognized firm;

- the relocation of the Employee's office from the location at which the Employee is principally employed immediately prior to the date of the Change in Control to a location 35 or more miles farther from the Employee's residence immediately prior to the Change in Control, or the Company's requiring the Employee to be based anywhere other than the Company's offices at such location, except for required travel on the Company's business to an extent substantially consistent with the Employee's business travel obligations prior to the Change in Control; or
- the failure by the Company or its affiliate to pay any compensation or benefits due to the Employee.

Any termination by the Employee for Good Reason shall be communicated by a Notice of Termination that (x) indicates the specific termination provision in the Award Agreement relied upon, and (y) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated. Such notice must be provided to the Company within ninety (90) days after the event that created the "Good Reason".

(iii) If in connection with a Change in Control, the Performance Shares are assumed (i.e., the Performance Shares are equitably converted into, or substituted for, a right to receive cash and/or equity of a successor entity or its affiliate), the Performance Shares shall refer to the right to receive such cash and/or equity. An assumption of this Performance Share award must satisfy the following requirements:

- The converted or substituted award must be a right to receive an amount of cash and/or equity that has a value, measured at the time of such conversion or substitution, that is equal to the value of this Award as of the date of the Change in Control;

• Any equity payable in connection with a converted or substituted award must be publicly traded equity securities of the Company, a successor company or their direct or indirect parent company, and such equity issuable with respect to a converted or substituted award must be covered by a registration statement filed with the Securities Exchange Commission that permits the immediate sale of such shares on a national exchange;

• The vesting terms of any converted or substituted award must be substantially identical to the terms of this Award; and

• The other terms and conditions of any converted or substituted award must be no less favorable to the Employee than the terms of this Award are as of the date of the Change in Control (including the provisions that would apply in the event of a subsequent Change in Control).

The determination of whether the conditions of this Section 13(b)(iii) are satisfied shall be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(c) Legal Fees. The Company shall pay all legal fees, court costs, fees of experts and other costs and expenses when incurred by Employee in connection with any actual, threatened or contemplated litigation or legal, administrative or other proceedings involving the provisions of this Section 13, whether or not initiated by the Employee. The Company agrees to pay such amounts within

10 days following the Company's receipt of an invoice from the Employee, provided that the Employee shall have submitted an invoice for such amounts at least 30 days before the end of the first calendar year next immediately following the calendar year in which such fees and disbursements were incurred.

14. If the Director Participant retires from the Board pursuant to the Board's mandatory retirement rules. In the case of key employee Participants, the Payment Commencement Date shall be no later than as soon as administratively practicable on or after June 1^{Employment or Similar Agreements}. The provisions of Sections 1, 4, 5, 6 and 13 of these Terms and Conditions shall not be applied to or interpreted the first calendar year immediately following the calendar year in a manner which would decrease the rights held by, or the payments owing to, an Employee under an employment agreement, termination benefits agreement or similar agreement with the Company that

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pre-exists

key employee Participant retires or the Grant Date and contains specific provisions applying to Plan awards in month the case key employee Participant reaches age 65, whichever occurs later.

3. Section 2.9(c) of any change in control or similar event or termination of employment, and if there is any conflict between the terms of such employment agreement, termination benefits agreement or similar agreement and the terms of Sections 1, 4, 5, 6 or 13, the employment agreement or termination benefits agreement shall control.

15. Grant Subject to Applicable Regulatory Approvals. Any grant of Performance Shares under the Plan is specifically conditioned on, and subject amended by adding the following new sentence after the first sentence of such Section:

Notwithstanding the foregoing provisions, for deferral elections made after September 1, 2024, at the time the election to any regulatory approvals required defer is made, a Participant may choose to receive payments either (i) in a lump sum; or (ii) if the Employee's country. These approvals cannot be assured. If necessary approvals for grant or payment are not obtained, Participant elects a Payment Commencement Date that is the Performance Shares may be cancelled or rescinded, or they may expire, as determined by the Company in its sole and absolute discretion.

16. Applicable Laws and Consent to Jurisdiction. The validity, construction, interpretation and enforceability of this Agreement shall be determined and governed by the laws year of the State of Delaware without giving effect to the principles of conflicts of law. For the purpose of litigating any dispute that arises under this Agreement, the parties hereby consent to exclusive jurisdiction in Virginia and agree that such litigation shall be conducted in the courts of Fairfax County, Virginia Participant's retirement or the federal courts of year following the United States for the Eastern District of Virginia.

17. Compliance with Section 409A. This Award is intended Participant's retirement, in up to comply with the requirements of Section 409A so that no taxes under Section 409A are triggered, and shall be interpreted and administered in accordance with that intent (e.g., the definition of "termination of employment" (or similar term used herein) shall have the meaning ascribed to "separation from service" under Section 409A). If any provision of these Terms and Conditions would otherwise fifteen annual installments.

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conflict with or frustrate this intent, the provision shall not apply. Notwithstanding any provision in this Award Agreement to the contrary and solely to the extent required by Section 409A, if the Employee is a "specified employee" within the meaning of Code Section 409A and if delivery of shares is being made in connection with the Employee's separation from service other than by reason of the Employee's death, delivery of the shares shall be delayed until six months and one day after the Employee's separation from service with the Company (or, if earlier than the end of the six-month period, the date of the Employee's death). The Company shall not be responsible or liable for the consequences of any failure of the Award to avoid taxation under Section 409A.

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Exhibit A

Performance Share Calculation

Subject to the Employee's satisfaction of the applicable service requirements, the potential number of Performance Shares that the Employee may be awarded is the sum of the following:

- (i) 67% of the Employee's Target Number of Performance Shares multiplied by the Applicable Percentage determined pursuant to the chart set forth below based on the Company's Actual 2024-2025 Compensation Adjusted EBITDA versus the Company's 2024-2025 Target Compensation Adjusted EBITDA; and
- (ii) 33% of the Employee's Target Number of Performance Shares multiplied by the Applicable Percentage determined pursuant to the chart set forth below based on the Company's Actual 2024-2025 FCF as a Percentage of Total Revenue versus the Company's 2024-2025 Target FCF as a Percentage of Target Revenue.

Applicable Percentage Chart		
	Actual Versus Target	Applicable Percentage
Below Threshold	Below 80%	0% - No Award
Threshold	80%	65%*
Target	100%	100%*
Maximum	110%	200%*
Above Maximum	More than 110%	200%

* The Applicable Percentage is calculated using straight line interpolation between points.

Definitions:

"2024 Target Compensation Adjusted EBITDA" means the target Compensation Adjusted EBITDA amount set by the Committee at its February [], 2024 Committee meeting.

"2025 Target Compensation Adjusted EBITDA" means such amount set by the Committee, in its sole discretion, in the first 60 days of 2025.

"2024-2025 Target Compensation Adjusted EBITDA" means the sum of the 2024 Target Compensation Adjusted EBITDA and the 2025 Target Compensation Adjusted EBITDA.

"2024 Target Compensation Free Cash Flow as a Percentage of Target Revenue" means the target 2024 Compensation Free Cash Flow as a percentage of target revenue set by the Committee at its February [], 2024 Committee meeting.

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"2025 Target Compensation Free Cash Flow as a Percentage of Target Revenue" means the target 2025 Compensation Free Cash Flow as a percentage of target revenue set by the Committee, in its sole discretion, in the first 60 days of 2025.

"2024-2025 Target FCF as a Percentage of Target Revenue" means the average, weighted on the basis of the respective 2024 and 2025 target revenue amounts set by the Committee, of the 2024 Target Compensation Free Cash Flow as a Percentage of Target Revenue and the 2025 Target Compensation Free Cash Flow as a Percentage of Target Revenue.

"Actual 2024-2025 Compensation Adjusted EBITDA" means the Company's aggregate Compensation Adjusted EBITDA for its 2024 and 2025 fiscal years.

"Actual 2024-2025 Compensation Free Cash Flow" means the Company's aggregate Compensation Free Cash Flow for its 2024 and 2025 fiscal years.

"Actual 2024-2025 Compensation Total Revenue" means the Company's aggregate Compensation Total Revenue for its 2024 and 2025 fiscal years.

"Actual 2024-2025 FCF as a Percentage of Total Revenue" means the Actual 2024-2025 Compensation Free Cash Flow divided by the Actual 2024-2025 Compensation Total Revenue.

"Compensation Adjusted EBITDA" means net income from continuing operations before (1) interest expense, (2) income taxes, (3) equity income (losses) in unconsolidated investments, net, (4) other non-operating items, (5) severance expense, (6) facility consolidation charges, (7) impairment charges, (8) depreciation, (9) amortization, and (10) expense related to performance share long-term incentive awards and further adjusted to exclude unusual or non-recurring charges or credits to the extent and in the amount such items are separately reported or discussed in the audited financial statements and notes thereto or in management's discussion and analysis of the financial statements in a period report filed with the Securities and Exchange Commission under the Exchange Act.

"Compensation Free Cash Flow" means "net cash flow from operating activities" less "purchase of property and equipment" as reported in the Consolidated Statements of Cash Flows and adjusted to exclude (1) voluntary pension contributions, (2) capital expenditures required either by government regulators or due to natural disasters offset by any reimbursements of such expenditures (e.g., from US Government or insurance company), and (3) the same adjustments made to Compensation Adjusted EBITDA other than income taxes and interest to the extent of their impact on Compensation Free Cash Flow. When calculating Compensation Free Cash Flow actual changes in working capital for the year will be disregarded to the extent that are greater than or less than the collars specified by the Committee from the target change in working capital.

"Compensation Total Revenue" means "Total Operating Revenues" as reported in the Consolidated Statements of Income.

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In its sole discretion, the Committee may make such modifications to the Company's Compensation Adjusted EBITDA, Compensation Free Cash Flow and/or Compensation Total Revenue for any year as it deems appropriate to adjust for impacts so as to reflect the performance metric and not distort the calculation of the performance metric.

The Committee has the sole discretionary authority to make the above calculations and its decisions are binding on all parties.

Change In Control

In the event of a Change in Control, subject to the satisfaction of the applicable service requirements and rules set forth in Section 13 and provided that the Employee's right to receive Performance Shares has not previously been cancelled or forfeited, the number of Performance Shares that may be awarded to an Employee is calculated, as follows:

(i) If the Change in Control occurs in 2024 or 2025, the number of Performance Shares shall equal the Target Number of Performance Shares; and

(ii) If the Change in Control occurs in 2026 or later, the number of Performance Shares shall equal the number earned based on actual performance in 2024 and 2025 as determined by the Committee as constituted immediately prior to the Change in Control.

Feb. 2024

**AWARD AGREEMENT
PERFORMANCE SHARES**

The Leadership Development and Compensation Committee of the IN WITNESS WHEREOF, TEGNA Inc. Board of Directors has approved your opportunity caused this Amendment to receive Performance Shares (referred to herein as "Performance Shares") under the TEGNA Inc. 2020 Omnibus Incentive Compensation Plan (the "Plan"), as set forth below.

This Award Agreement and the enclosed Terms and Conditions effective be executed by its duly authorized officer as of #GrantDate#, constitute the formal agreement governing this award.

Please sign both copies of this Award Agreement to evidence your agreement with the terms hereof. Keep one copy and return the other to the undersigned.

Please keep the enclosed Terms and Conditions for future reference. July 2, 2024.

Employee:	TEGNA INC.
Grant Date:	#ParticipantName#
Performance Period Commencement Date:	#GrantDate#
Performance Period End Date:	March 1, 2024
Performance Share Payment Date:	February 28, 2027
Target Number of Performance Shares:	March 1, 2027, or soon as administratively practicable thereafter but in all instances within the first two weeks of March 2027
	#QuantityGranted##

* The actual number of Performance Shares you may receive will be higher or lower depending on the Company's actual performance versus targeted performance and your continued employment with the Company, as more fully explained in the enclosed Terms and Conditions.

TEGNA Inc.

By:

Employee's Signature or Acceptance by
Electronic Signature

Jeffery /s/ Jeffrey Newman
Senior Vice President/Human Resources

Name:
Jeffery
Newman
Title:
Senior
Vice
President/
Chief HR
Officer

**PERFORMANCE SHARES
TERMS AND CONDITIONS
Under the**

TEGNA Inc.

2020 Omnibus Incentive Compensation Plan

These Terms and Conditions, dated #GrantDate#, govern the right of the employee (the "Employee") designated in the Award Agreement dated coincident with these Terms and Conditions to receive Performance Shares (referred to herein as "Performance Shares"). Generally, the Employee will not receive any Performance Shares unless the specified service and performance requirements set forth herein are satisfied. The Performance Shares are granted under, and are subject to, the TEGNA Inc. (the "Company") 2020 Omnibus Incentive Compensation Plan (the "Plan"). Terms used herein that are defined in the Plan shall have the meanings ascribed to them in the Plan. If there is any inconsistency between these Terms and Conditions and the terms of the Plan, the Plan's terms shall supersede and replace the conflicting terms herein.

1. Grant of Performance Shares. Pursuant to the provisions of (i) the Plan, (ii) the individual Award Agreement governing the grant, and (iii) these Terms and Conditions, the Employee may be entitled to receive Performance Shares. Each Performance Share that becomes payable shall entitle the Employee to receive from the Company one share of the Company's common stock ("Common Stock") upon the expiration of the Incentive Period, as defined in Section 2, except as provided in Section 13. The actual number of Performance Shares an Employee will receive will be calculated in the manner described in these Terms and Conditions, including Exhibit A, and may be different than the Target Number of Performance Shares set forth in the Award Agreement.

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2. Incentive Period. Except as otherwise provided in Section 13 below, the Incentive Period in respect of the Performance Shares shall commence on the Performance Period Commencement Date specified in the Award Agreement and end on the Performance Period End Date specified in the Award Agreement.

3. No Dividend Equivalents. No dividend equivalents shall be paid to the Employee with regard to the Performance Shares.

4. Delivery of Shares. The Company shall deliver to the Employee a certificate or certificates, or at the election of the Company make an appropriate book-entry, for the number of shares of Common Stock equal to the number of Performance Shares that have been earned based on the Company's performance during the Incentive Period as set forth in Exhibit A and satisfaction of the Terms and Conditions set forth herein, which number of shares shall be reduced by the value of all taxes withheld by reason of such delivery; provided that the amount that is withheld, or may be withheld at the Employee's discretion, cannot exceed the amount of the taxes owed by the Employee using the maximum statutory tax rate in the Employee's applicable jurisdiction(s). Except as provided in Sections 13 or 14, such delivery shall take place on the Performance Share Payment Date. An Employee shall have no further rights with regard to the Performance Shares once the underlying shares of Common Stock have been delivered.

5. Forfeiture and Cancellation of Right to Receive Performance Shares.

(a) Termination of Employment. Except as provided in Sections 6, 13, and 14, an Employee's right to receive Performance Shares shall automatically be cancelled upon the Employee's termination of employment (as well as an event that results in the Employee's employer ceasing to be a subsidiary of the Company) prior to the Performance Period End Date,

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and in such event the Employee shall not be entitled to receive any shares of Common Stock in respect thereof.

(b) Forfeiture of Performance Shares/Recovery of Common Stock. Performance Shares granted under this Award Agreement are subject to the Company's Recoupment Policy, dated as of February 26, 2013, as amended as of December 7, 2018, and which may be further amended from time-to-time with retroactive effect. In addition, the Company may assert any other remedies that may be available to the Company under applicable law, including, without limitation, those available under Section 304 of the Sarbanes-Oxley Act of 2002.

6. **Death, Disability, Retirement.** Except as provided in Sections 13 or 14 below, in the event that the Employee's employment terminates on or prior to the Performance Period End Date by reason of death, permanent disability (as determined under the Company's Long Term Disability Plan), termination of employment after attaining age 65 (other than for "Cause"), or termination of employment after both attaining age 55 and completing at least 5 years of service (other than for "Cause"), the Employee (or in the case of the Employee's death, the Employee's estate or designated beneficiary) shall be entitled to receive at the Performance Share Payment Date the number of shares of Common Stock equal to the product of (i) the total number of shares in respect of such Performance Shares which the Employee would have been entitled to receive upon the expiration of the Incentive Period had the Employee's employment not terminated, and (ii) a fraction, the numerator of which shall be the number of full calendar months between the Performance Period Commencement Date and the date that employment terminated, and the denominator of which shall be the number of full calendar months from the Performance Period

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Commencement Date to the Performance Period End Date. In the event the Employee is terminated for "Cause" all unpaid awards shall be forfeited. "Cause" shall mean a termination of the Employee's employment following the occurrence of any of the following events, each of which shall constitute a "Cause" for such termination:

- (i) any material misappropriation of funds or property of the Company or its affiliate by the Employee;
- (ii) unreasonable and persistent neglect or refusal by the Employee to perform his or her duties which is not remedied within thirty (30) days after receipt of written notice from the Company;
- (iii) conviction, including a plea of guilty or of nolo contendere, of the Employee of a securities law violation or a felony;
- (iv) material violation of the Company's employment policies by the Employee; or
- (v) material harm to the Company (financial, competitive, reputational or otherwise) caused by the Employee's gross negligence, intentional misconduct or knowing or reckless disregard of supervisory responsibility for a direct report who engaged in gross negligence or intentional misconduct.

The Committee, in its sole discretion, shall be responsible for making the determination whether an Employee's termination is for "Cause", and its decision shall be binding on all parties.

7. **Non-Assignability.** Performance Shares may not be transferred, assigned, pledged or hypothecated, whether by operation of law or otherwise, nor may the Performance Shares be made subject to execution, attachment or similar process.

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8. **Rights as a Shareholder.** The Employee shall have no rights as a shareholder by reason of the Performance Shares.

9. **Discretionary Plan; Employment.** The Plan is discretionary in nature and may be suspended or terminated by the Company at any time. With respect to the Plan, (a) each grant of Performance Shares is a one-time benefit which does not create any contractual or other right to receive future grants of Performance Shares, or benefits in lieu of Performance Shares; (b) all determinations with respect to any such future grants, including, but not limited to, the times when the Performance Shares shall be granted, the number of Performance Shares, and the Incentive Period, will be at the sole discretion of the Company; (c) the Employee's participation in the Plan shall not create a right to further employment with the Employee's employer and shall not interfere with the ability of the Employee's employer to terminate the Employee's employment relationship at any time with or without cause; (d) the Employee's participation in the Plan is voluntary; (e) the Performance Shares are not part of normal and expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payment, bonuses, long-service awards, pension or retirement benefits, or similar payments; and (f) the future value of the Performance Shares is unknown and cannot be predicted with certainty.

10. **Effect of Plan and these Terms and Conditions.** The Plan is hereby incorporated by reference into these Terms and Conditions, and these Terms and Conditions are subject in all respects to the provisions of the Plan, including without limitation the authority of the Leadership

and other determinations with respect to all matters relating to the applicable Award Agreements, these Terms and Conditions, the Plan and awards made pursuant thereto. These Terms and Conditions shall apply to the grant of Performance Shares made to the Employee on the date hereof and shall not apply to any future grants of Performance Shares made to the Employee.

11. **Notices.** Notices hereunder shall be in writing and, if to the Company, shall be addressed to the Secretary of the Company at 8350 Broad Street, Suite 2000, Tysons, Virginia 22102, and, if to the Employee, shall be addressed to the Employee at his or her address as it appears on the Company's records.

12. **Successors and Assigns.** The applicable Award Agreement and these Terms and Conditions shall be binding upon and inure to the benefit of the successors and assigns of the Company and, to the extent provided in Section 6 hereof, to the estate or designated beneficiary of the Employee.

13. **Change in Control Provisions.**

Notwithstanding anything to the contrary in these Terms and Conditions, the following provisions shall apply to the right of an Employee to receive Performance Shares under the attached Award Agreement.

(a) **Definitions.**

As used in Articles 2 and 14 of the Plan and in these Terms and Conditions, a "Change in Control" shall mean the first to occur of the following:

(i) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) (a "Person") of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 20% or

more of either (A) the then-outstanding shares of common stock of the Company (the "Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this Section, the following acquisitions shall not constitute a Change in Control: (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or one of its affiliates, or (iv) any acquisition pursuant to a transaction that complies with Sections 13(a)(iii) (A), 13(a)(iii)(B) and 13(a)(iii)(C);

(ii) individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election or nomination for election by the Company's stockholders was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(iii) consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries

(each, a "Business Combination"), in each case, unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation or entity resulting from such Business Combination (including, without limitation, a corporation or entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any employee benefit plan (or related trust) of the Company or any corporation or entity resulting from such Business Combination) beneficially owns, directly or indirectly, 20% or more of, respectively, the then-outstanding shares of common stock of the corporation or entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation or entity, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the corporation or entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(iv) approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

(b) Acceleration Provisions. In the event of a Change in Control, the number of Performance Shares payable to an Employee shall be calculated in accordance with the Change in Control rules set forth in Exhibit A, subject to the vesting rules set forth below.

(i) In the event of the occurrence of a Change in Control in which the Performance Shares are not continued or assumed (i.e., the Performance Shares are not equitably converted into, or substituted for, a right to receive cash and/or equity of a successor entity or its affiliate), the Performance Shares that have not been cancelled shall become fully vested and shall be paid out to the Employee as soon as administratively practicable on or following the effective date of the Change in Control (but in no event later than 30 days after such event), provided that the Change in Control also constitutes a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of the assets of the Company within the meaning of Section 409A of the Internal Revenue Code of 1986 (the "Code") and the regulations and guidance issued thereunder ("Section 409A"), and such payout will not result in additional taxes under Section 409A. Otherwise, in the event of the occurrence of a Change in Control in which the Performance Shares are not continued or assumed, the vested Performance Shares shall be paid out at the earlier of the Employee's termination of employment or the Performance Share Payment Date.

(ii) In the event of the occurrence of a Change in Control in which the Performance Shares are continued or assumed (i.e., the Performance Shares are equitably converted into, or substituted for, a right to receive cash and/or equity of a successor entity or its

affiliate), the Performance Shares shall not vest upon the Change in Control, provided that the Performance Shares that have not vested under the other provisions of this Award shall become fully vested in the event that the Employee has a "qualifying termination of employment" within two years following the date of the Change in Control. In the event of the occurrence of a Change in Control in which the Performance Shares are continued or

assumed, vested Performance Shares shall be paid out to the Employee at the earlier of the Employee's termination of employment or the Performance Share Payment Date.

A "qualifying termination of employment" shall occur if the Company involuntarily terminates the Employee without "Cause" or the Employee voluntarily terminates for "Good Reason". For this purpose, "Cause" shall mean:

- any material misappropriation of funds or property of the Company or its affiliate by the Employee;
- unreasonable and persistent neglect or refusal by the Employee to perform his or her duties which is not remedied within thirty (30) days after receipt of written notice from the Company; or
- conviction, including a plea of guilty or of nolo contendere, of the Employee of a securities law violation or a felony.

For this purpose, "Good Reason" means the occurrence after a Change in Control of any of the following circumstances without the Employee's express written consent, unless such circumstances are fully corrected within 90 days of the Notice of Termination described below:

- the material diminution of the Employee's duties, authorities or responsibilities from those in effect immediately prior to the Change in Control;
- a reduction in the Employee's base salary or target bonus opportunity as in effect on the date immediately prior to the Change in Control;
- failure to provide the Employee with an annual long-term incentive opportunity the grant date value of which is equivalent to or greater in value than Employee's

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regular annual long-term incentive opportunity in effect on the date of the Change of Control (counting only normal long-term incentive awards made as a part of the regular annual pay package, not special awards not made on a regular basis), calculated using widely recognized valuation methodologies by an experienced compensation consultant at a nationally recognized firm;

- the relocation of the Employee's office from the location at which the Employee is principally employed immediately prior to the date of the Change in Control to a location 35 or more miles farther from the Employee's residence immediately prior to the Change in Control, or the Company's requiring the Employee to be based anywhere other than the Company's offices at such location, except for required travel on the Company's business to an extent substantially consistent with the Employee's business travel obligations prior to the Change in Control; or
- the failure by the Company or its affiliate to pay any compensation or benefits due to the Employee.

Any termination by the Employee for Good Reason shall be communicated by a Notice of Termination that (x) indicates the specific termination provision in the Award Agreement relied upon, and (y) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provision so indicated. Such notice must be provided to the Company within ninety (90) days after the event that created the "Good Reason".

(iii) If in connection with a Change in Control, the Performance Shares are assumed (i.e., the Performance Shares are equitably converted into, or substituted for, a right to receive cash and/or equity of a successor entity or its affiliate), the Performance Shares shall refer to the right to receive such cash and/or equity. An assumption of this Performance Share award must satisfy the following requirements:

- The converted or substituted award must be a right to receive an amount of cash and/or equity that has a value, measured at the time of such conversion or substitution, that is equal to the value of this Award as of the date of the Change in Control;

- Any equity payable in connection with a converted or substituted award must be publicly traded equity securities of the Company, a successor company or their direct or indirect parent company, and such equity issuable with respect to a converted or substituted award must be covered by a registration statement filed with the Securities Exchange Commission that permits the immediate sale of such shares on a national exchange;
- The vesting terms of any converted or substituted award must be substantially identical to the terms of this Award; and
- The other terms and conditions of any converted or substituted award must be no less favorable to the Employee than the terms of this Award are as of the date of the Change in Control (including the provisions that would apply in the event of a subsequent Change in Control).

The determination of whether the conditions of this Section 13(b)(iii) are satisfied shall be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion.

(c) Legal Fees. The Company shall pay all legal fees, court costs, fees of experts and other costs and expenses when incurred by Employee in connection with any actual, threatened or contemplated litigation or legal, administrative or other proceedings involving the provisions of this Section 13, whether or not initiated by the Employee. The Company agrees to pay such amounts within 10 days following the Company's receipt of an invoice from the Employee, provided that the Employee shall have submitted an invoice for such amounts at least 30 days before the end of the calendar year next following the calendar year in which such fees and disbursements were incurred.

14. Employment or Similar Agreements. The provisions of Sections 1, 4, 5, 6 and 13 of these Terms and Conditions shall not be applied to or interpreted in a manner which would decrease the rights held by, or the payments owing to, an Employee under an employment agreement, termination benefits agreement or similar agreement with the Company that

pre-exists the Grant Date and contains specific provisions applying to Plan awards in the case of any change in control or similar event or termination of employment, and if there is any conflict between the terms of such employment agreement, termination benefits agreement or similar agreement and the terms of Sections 1, 4, 5, 6 or 13, the employment agreement or termination benefits agreement shall control.

15. Grant Subject to Applicable Regulatory Approvals. Any grant of Performance Shares under the Plan is specifically conditioned on, and subject to, any regulatory approvals required in the Employee's country. These approvals cannot be assured. If necessary approvals for grant or payment are not obtained, the Performance Shares may be cancelled or rescinded, or they may expire, as determined by the Company in its sole and absolute discretion.

16. Applicable Laws and Consent to Jurisdiction. The validity, construction, interpretation and enforceability of this Agreement shall be determined and governed by the laws of the State of Delaware without giving effect to the principles of conflicts of law. For the purpose of litigating any dispute that arises under this Agreement, the parties hereby consent to exclusive jurisdiction in Virginia and agree that such litigation shall be conducted in the courts of Fairfax County, Virginia or the federal courts of the United States for the Eastern District of Virginia.

17. Compliance with Section 409A. This Award is intended to comply with the requirements of Section 409A so that no taxes under Section 409A are triggered, and shall be interpreted and administered in accordance with that intent (e.g., the definition of "termination of employment" (or similar term used herein) shall have the meaning ascribed to "separation from service" under Section 409A). If any provision of these Terms and Conditions would otherwise

conflict with or frustrate this intent, the provision shall not apply. Notwithstanding any provision in this Award Agreement to the contrary and solely to the extent required by Section 409A, if the Employee is a "specified employee" within the meaning of Code Section 409A and if delivery of shares is being made in connection with the Employee's separation from service other than by reason of the Employee's death, delivery of the shares shall be delayed until six months and one day after the Employee's separation from service with the Company (or, if earlier than the end of the six-month period, the date of the Employee's death). The Company shall not be responsible or liable for the consequences of any failure of the Award to avoid taxation under Section 409A.

Exhibit A

Performance Share Calculation

Subject to the Employee's satisfaction of the applicable service requirements, the potential number of Performance Shares that the Employee may be awarded is the sum of the following:

- (i) 67% of the Employee's Target Number of Performance Shares multiplied by the Applicable Percentage determined pursuant to the chart set forth below based on the Company's Actual 2024-2025 Compensation Adjusted EBITDA versus the Company's 2024-2025 Target Compensation Adjusted EBITDA; and
- (ii) 33% of the Employee's Target Number of Performance Shares multiplied by the Applicable Percentage determined pursuant to the chart set forth below based on the Company's Actual 2024-2025 FCF as a Percentage of Total Revenue versus the Company's 2024-2025 Target FCF as a Percentage of Target Revenue.

Applicable Percentage Chart		
	Actual Versus Target	Applicable Percentage
Below Threshold	Below 80%	0% - No Award
Threshold	80%	65%*
Target	100%	100%*
Maximum	110%	200%*
Above Maximum	More than 110%	200%

* The Applicable Percentage is calculated using straight line interpolation between points.

Definitions:

"2024 Target Compensation Adjusted EBITDA" means the target Compensation Adjusted EBITDA amount set by the Committee at its February [], 2024 Committee meeting.

"2025 Target Compensation Adjusted EBITDA" means such amount set by the Committee, in its sole discretion, in the first 60 days of 2025.

"2024-2025 Target Compensation Adjusted EBITDA" means the sum of the 2024 Target Compensation Adjusted EBITDA and the 2025 Target Compensation Adjusted EBITDA.

"2024 Target Compensation Free Cash Flow as a Percentage of Target Revenue" means the target 2024 Compensation Free Cash Flow as a percentage of target revenue set by the Committee at its February [], 2024 Committee meeting.

"2025 Target Compensation Free Cash Flow as a Percentage of Target Revenue" means the target 2025 Compensation Free Cash Flow as a percentage of target revenue set by the Committee, in its sole discretion, in the first 60 days of 2025.

"2024-2025 Target FCF as a Percentage of Target Revenue" means the average, weighted on the basis of the respective 2024 and 2025 target revenue amounts set by the Committee, of the 2024 Target Compensation Free Cash Flow as a Percentage of Target Revenue and the 2025 Target Compensation Free Cash Flow as a Percentage of Target Revenue.

"Actual 2024-2025 Compensation Adjusted EBITDA" means the Company's aggregate Compensation Adjusted EBITDA for its 2024 and 2025 fiscal years.

"Actual 2024-2025 Compensation Free Cash Flow" means the Company's aggregate Compensation Free Cash Flow for its 2024 and 2025 fiscal years.

"Actual 2024-2025 Compensation Total Revenue" means the Company's aggregate Compensation Total Revenue for its 2024 and 2025 fiscal years.

"Actual 2024-2025 FCF as a Percentage of Total Revenue" means the Actual 2024-2025 Compensation Free Cash Flow divided by the Actual 2024-2025 Compensation Total Revenue.

"Compensation Adjusted EBITDA" means net income from continuing operations before (1) interest expense, (2) income taxes, (3) equity income (losses) in unconsolidated investments, net, (4) other non-operating items, (5) severance expense, (6) facility consolidation charges, (7) impairment charges, (8) depreciation, (9) amortization, and (10) expense related to performance share long-term incentive awards and further adjusted to exclude unusual or non-recurring charges or credits to the extent and in the amount such items are separately reported or discussed in the audited financial statements and notes thereto or in management's discussion and analysis of the financial statements in a period report filed with the Securities and Exchange Commission under the Exchange Act.

"Compensation Free Cash Flow" means "net cash flow from operating activities" less "purchase of property and equipment" as reported in the Consolidated Statements of Cash Flows and adjusted to exclude (1) voluntary pension contributions, (2) capital expenditures required either by government regulators or due to natural disasters offset by any reimbursements of such expenditures (e.g., from US Government or insurance company), and (3) the same adjustments made to Compensation Adjusted EBITDA other than income taxes and interest to the extent of their impact on Compensation Free Cash Flow. When calculating Compensation Free Cash Flow actual changes in working capital for the year will be disregarded to the extent that are greater than or less than the collars specified by the Committee from the target change in working capital.

"Compensation Total Revenue" means "Total Operating Revenues" as reported in the Consolidated Statements of Income.

In its sole discretion, the Committee may make such modifications to the Company's Compensation Adjusted EBITDA, Compensation Free Cash Flow and/or Compensation Total Revenue for any year as it deems appropriate to adjust for impacts so as to reflect the performance metric and not distort the calculation of the performance metric.

The Committee has the sole discretionary authority to make the above calculations and its decisions are binding on all parties.

Change In Control

In the event of a Change in Control, subject to the satisfaction of the applicable service requirements and rules set forth in Section 13 and provided that the Employee's right to receive Performance Shares has not previously been cancelled or forfeited, the number of Performance Shares that may be awarded to an Employee is calculated, as follows:

- (i) If the Change in Control occurs in 2024 or 2025, the number of Performance Shares shall equal the Target Number of Performance Shares; and
- (ii) If the Change in Control occurs in 2026 or later, the number of Performance Shares shall equal the number earned based on actual performance in 2024 and 2025 as determined by the Committee as constituted immediately prior to the Change in Control.

Feb. 2024

EXHIBIT 31-1**CERTIFICATIONS**

I, David T. Lougee, certify that:

1. I have reviewed this quarterly report on Form 10-Q of TEGNA 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 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 we 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 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 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.

/s/ David T. Lougee

David T. Lougee
President and Chief Executive Officer
(principal executive officer)

Date: **May 8, 2024** **August 7, 2024**

EXHIBIT 31-2**CERTIFICATIONS**

I, Julie A. Heskett, certify that:

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REFINITIV 

1. I have reviewed this quarterly report on Form 10-Q of TEGNA 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 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 we 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 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 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.

/s/ Julie A. Heskett

Julie A. Heskett

Senior Vice President and Chief Financial Officer
(principal financial officer)

Date: **May 8, 2024** August 7, 2024

EXHIBIT 32-1

**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 TEGNA Inc. ("TEGNA") on Form 10-Q for the **quarter ended March 31, 2024** period ending June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, David T. Lougee, president and chief executive officer of TEGNA, 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) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of TEGNA.

/s/ David T. Lougee

David T. Lougee
President and Chief Executive Officer
(principal executive officer)

May 8, August 7, 2024

EXHIBIT 32-2

**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 TEGNA Inc. ("TEGNA") on Form 10-Q for the quarter ended March 31, 2024 period ending June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Julie A. Heskett, senior vice president and chief financial officer of TEGNA, 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) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of TEGNA.

/s/ Julie A. Heskett

Julie A. Heskett
Senior Vice President and Chief Financial Officer
(principal financial officer)

May 8, August 7, 2024

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