
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, 2018

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

(State or other jurisdiction of incorporation or organization)

7950 Jones Branch Drive, McLean, Virginia

(Address of principal executive offices)

16-0442930

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

22107-0150

(Zip Code)

Registrant's telephone number, including area code: (703) 873-6600.

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 and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or 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. (Check one):

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	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 March 31, 2018 was 215,679,758.

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PART I. FINANCIAL INFORMATION

Item 1. Financial Statements

TEGNA Inc.
CONDENSED CONSOLIDATED BALANCE SHEETS
In thousands of dollars

	<u>Mar. 31, 2018</u>	<u>Dec. 31, 2017</u>
	(Unaudited)	
ASSETS		
<i>Current assets</i>		
Cash and cash equivalents	\$ 8,338	\$ 98,801
Accounts receivable, net of allowances of \$3,007 and \$3,266, respectively	430,151	406,852
Other receivables	16,076	32,442
Programming rights	25,194	37,758
Prepaid expenses and other current assets	27,536	61,070
<i>Total current assets</i>	<u>507,295</u>	<u>636,923</u>
<i>Property and equipment</i>		
Cost	815,648	782,602
Less accumulated depreciation	(459,330)	(447,262)
<i>Net property and equipment</i>	<u>356,318</u>	<u>335,340</u>
<i>Intangible and other assets</i>		
Goodwill	2,602,849	2,579,417
Indefinite-lived and amortizable intangible assets, less accumulated amortization	1,540,303	1,273,269
Investments and other assets	138,564	137,166
<i>Total intangible and other assets</i>	<u>4,281,716</u>	<u>3,989,852</u>
Total assets	<u>\$ 5,145,329</u>	<u>\$ 4,962,115</u>

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

	Mar. 31, 2018	Dec. 31, 2017
	(Unaudited)	
LIABILITIES AND EQUITY		
<i>Current liabilities</i>		
Accounts payable	\$ 44,732	\$ 52,992
Accrued liabilities		
Compensation	27,836	54,088
Interest	53,948	39,217
Contracts payable for programming rights	82,833	105,040
Other	44,843	58,196
Dividends payable	15,226	15,173
Income taxes	2,960	—
Current portion of long-term debt	485	646
<i>Total current liabilities</i>	<u>272,863</u>	<u>325,352</u>
<i>Noncurrent liabilities</i>		
Income taxes	20,269	20,203
Deferred income taxes	386,781	382,310
Long-term debt	3,196,070	3,007,047
Pension liabilities	146,466	144,220
Other noncurrent liabilities	86,244	87,942
<i>Total noncurrent liabilities</i>	<u>3,835,830</u>	<u>3,641,722</u>
<i>Total liabilities</i>	<u>4,108,693</u>	<u>3,967,074</u>
<i>Shareholders' equity</i>		
Common stock of \$1 par value per share, 800,000,000 shares authorized, 324,418,632 shares issued	324,419	324,419
Additional paid-in capital	303,926	382,127
Retained earnings	6,124,209	6,062,995
Accumulated other comprehensive loss	(125,993)	(106,923)
Less treasury stock at cost, 108,738,874 shares and 109,487,979 shares, respectively	(5,589,925)	(5,667,577)
<i>Total equity</i>	<u>1,036,636</u>	<u>995,041</u>
Total liabilities and equity	<u>\$ 5,145,329</u>	<u>\$ 4,962,115</u>

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,	
	2018	2017 (recast)
Revenues	\$ 502,090	\$ 459,070
Operating expenses:		
Cost of revenues, exclusive of depreciation	258,493	231,408
Business units - Selling, general and administrative expenses, exclusive of depreciation	73,621	68,429
Corporate - General and administrative expenses, exclusive of depreciation	12,708	15,333
Depreciation	13,471	13,217
Amortization of intangible assets	6,782	5,389
Asset impairment and facility consolidation charges	—	2,183
Total	365,075	335,959
Operating income	137,015	123,111
Non-operating (expense):		
Equity loss in unconsolidated investments, net	(1,238)	(1,469)
Interest expense	(47,725)	(55,415)
Other non-operating items	(12,480)	(2,074)
Total	(61,443)	(58,958)
Income before income taxes	75,572	64,153
Provision for income taxes	20,385	19,495
Net Income from continuing operations	55,187	44,658
Income from discontinued operations, net of tax	—	19,241
Net income	55,187	63,899
Net income attributable to noncontrolling interests from discontinued operations	—	(6,185)
Net income attributable to TEGNA Inc.	\$ 55,187	\$ 57,714
Earnings from continuing operations per share - basic	\$ 0.26	\$ 0.21
Earnings from discontinued operations per share - basic	—	0.06
Net income per share – basic	\$ 0.26	\$ 0.27
Earnings from continuing operations per share - diluted	\$ 0.25	\$ 0.21
Earnings from discontinued operations per share - diluted	—	0.06
Net income per share – diluted	\$ 0.25	\$ 0.27
Weighted average number of common shares outstanding:		
Basic shares	216,276	215,305
Diluted shares	216,989	217,569
Dividends declared per share	\$ 0.07	\$ 0.14

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 March 31,	
	2018	2017
Net income	\$ 55,187	\$ 63,899
Redeemable noncontrolling interests (earnings not available to shareholders)	—	(1,815)
Other comprehensive income (loss), before tax:		
Foreign currency translation adjustments	202	2,262
Recognition of previously deferred post-retirement benefit plan costs	1,250	2,075
Pension lump-sum payment charge	6,300	—
Unrealized losses on available for sale investment during the period	—	(2,293)
Other comprehensive income, before tax	7,752	2,044
Income tax effect related to components of other comprehensive income (loss)	(1,977)	(797)
Other comprehensive income, net of tax	5,775	1,247
Comprehensive income	60,962	63,331
Comprehensive loss attributable to noncontrolling interests, net of tax	—	(5,435)
Comprehensive income attributable to TEGNA Inc.	\$ 60,962	\$ 57,896

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

	Quarter ended Mar. 31,	
	2018	2017
Cash flows from operating activities:		
Net income	\$ 55,187	\$ 63,899
Adjustments to reconcile net income to net cash flow from operating activities:		
Depreciation and amortization	20,253	52,105
Stock-based compensation	3,599	5,103
Other (gains) losses on sales of assets and impairment charges	(1,010)	885
Equity losses in unconsolidated investments, net	1,238	1,469
Pension contributions, net of expense	(23,072)	(1,350)
Change in other assets and liabilities, net	(5,009)	17,806
Net cash flow from operating activities	51,186	139,917
Cash flows from investing activities:		
Purchase of property and equipment	(10,643)	(17,959)
Payments for acquisitions of businesses, net of cash acquired	(325,903)	—
Payments for investments	(3,991)	(775)
Proceeds from investments	1,010	1,369
Proceeds from sale of businesses and assets	1,373	4,535
Net cash flow used for investing activities	(338,154)	(12,830)
Cash flows from financing activities:		
Proceeds (payments) of borrowings under revolving credit facilities, net	220,000	(46,000)
Debt repayments	(33,062)	(33,062)
Dividends paid	(15,043)	(29,998)
Repurchases of common stock	—	(7,252)
Other, net	(4,630)	(8,144)
Net cash flow provided by (used for) financing activities	167,265	(124,456)
Decrease (increase) in cash and cash equivalents	(119,703)	2,631
Cash, cash equivalents and restricted cash from continuing operations, beginning of period	128,041	44,076
Cash, cash equivalents and restricted cash from discontinued operations, beginning of period	—	61,041
Balance of cash and cash equivalents, beginning of period	128,041	105,117
Cash, cash equivalents and restricted cash from continuing operations, end of period	8,338	40,133
Cash, cash equivalents and restricted cash from discontinued operations, end of period	—	67,615
Balance of cash and cash equivalents, end of period	\$ 8,338	\$ 107,748

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

TEGNA Inc.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 – Accounting Policies

Basis of presentation: Our 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 presentation of results for the interim periods presented. The condensed consolidated financial statements should be read in conjunction with our (or “TEGNA’s”) audited consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2017.

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. Actual results could differ from these estimates. Significant estimates include, but are not limited to, evaluation of goodwill and other intangible assets for impairment, 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 and variable interest entities (VIEs) if we are the primary beneficiary. 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 is included in “Equity loss in unconsolidated investments, net” in the Consolidated Statements of Income.

On May 31, 2017, we completed the spin-off of our digital automotive marketplace business, Cars.com. In addition, on July 31, 2017, we completed the sale of our majority ownership stake in CareerBuilder. As a result of these strategic actions, we have disposed of substantially all of our Digital Segment business and have therefore classified its historical financial results as discontinued operations in our Consolidated Statements of Income. See Note 12, “Discontinued Operations”, for further details regarding the spin-off of Cars.com and the sale of CareerBuilder and the impact of each transaction on our condensed consolidated financial statements.

We operate one operating and reportable segment, which primarily consists of our 47 television stations operating in 39 markets, offering 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 2018: In May 2014, the Financial Accounting Standards Board (FASB) issued new guidance related to revenue recognition. Under the new guidance, recognition of revenue occurs when a customer obtains control of promised goods or services in an amount that reflects the consideration which the entity expects to receive in exchange for those goods or services. In addition, the guidance requires disclosure of the nature, amount, timing, and uncertainty of revenue and cash flows arising from contracts with customers.

We adopted the guidance beginning January 1, 2018 using the modified retrospective method. We began recognizing revenue under this new guidance in the first quarter of 2018 and did not restate prior years. We applied the standard to all contracts open as of January 1, 2018. The cumulative prior period effect of applying the guidance was \$3.7 million which was recorded as a decrease to retained earnings upon adoption. This adjustment represents a deferral of revenue associated with certain performance obligations that were not fully completed as of the reporting date. In addition, with the adoption of the new guidance, we have determined that certain barter revenue and expense related to syndicated programming will no longer be recognized. The revenue and expense previously recognized for this type of barter transaction was approximately \$2.0 million in 2017. Other than these two items, there were no other changes to the timing and amount of revenue recognition for our contracts.

For contracts with an effective term of less than one year, and for our subscription revenue contracts, we applied certain of the standard’s practical expedients relating to disclosure that permit the exclusion of quantifying and disclosing unsatisfied performance obligations. In addition, the adoption of this standard did not result in significant changes to our accounting policies, business processes, systems or controls. See discussion of our revenue policy below.

In August 2016, the FASB issued new guidance which clarifies several specific cash flow classification issues. The objective of the new guidance is to reduce the existing diversity in practice in how these cash flows are presented in the statement of cash flows. The guidance updated the classification in the Statement of Cash Flows in several areas. The most relevant updates for us are the following: 1) payments made for premiums, fees paid to lenders and other related third party costs when debt is repaid early will each be classified as financing cash outflows (we have historically classified these types of cash payments as operating outflows), 2) contingent consideration payments made for acquisitions will be classified as either operating, investing, or financing cash outflows depending on the timing and nature of the payment, 3) cash receipts received due to the settlement of insurance claims will be classified as either operating or investing cash inflows, depending on the nature of the underlying loss,

4) proceeds received from trust owned life insurance policies will be classified as investing cash inflows (we have historically classified these types of cash receipts as operating inflows), and 5) distributions received from equity method investments will be classified as either operating or investing cash inflows, depending on the amount of cash received as compared to the amount of inception to date earnings recognized on the individual investment. We adopted the guidance retrospectively beginning in the first quarter of 2018. As a result of adopting this guidance, we reclassified approximately \$0.9 million of life insurance proceeds received in the first quarter of 2017 from operating to investing inflows.

In January 2016, the FASB issued new guidance that amended several elements surrounding the recognition and measurement of financial instruments. Most notably for our company, the new guidance requires equity investments (except those accounted for under the equity method of accounting, or those that result in consolidation) to be measured at fair value with changes in fair value recognized in net income. For equity investments that do not have readily determinable prices, those investments may be recorded at cost less impairments, if any, plus or minus changes in observable prices for those investments. This new guidance will require us to adjust the value of our cost method investments to account for any observable price changes in those investments. Cost method investments had previously been recorded at cost, less any impairments. We adopted the new guidance in the first quarter of 2018 and the provision discussed above has been adopted on a prospective basis. There was no impact to our financial statements as a result of adopting this new guidance.

In February 2018, the FASB issued guidance on accounting for certain tax effects that resulted from the Tax Cuts and Jobs Act, or the Act, that was enacted into law as of December 22, 2017. The guidance addresses the accounting for amounts that had previously been recorded in accumulated other comprehensive income on a net tax basis, using the tax rate that was in effect at the time. Due to the reduction in the tax rates under the Act, certain tax effects were "stranded" in accumulated other comprehensive income. This new guidance allows these stranded tax effects to be reclassified from accumulated other comprehensive income to retained earnings. Other tax amounts stranded in accumulated other comprehensive income due to reasons other than the Act may not be reclassified. As a result of adopting this guidance, in the first quarter of 2018, we reclassified approximately \$24.8 million from accumulated other comprehensive income to retained earnings. We believe that reclassifying these amounts more accurately presents the balance of accumulated other comprehensive loss.

In November 2016, the FASB issued guidance on the presentation of restricted cash which requires that on the statement of cash flows, amounts generally described as restricted cash or restricted cash equivalents should be included within the beginning and ending balances of cash and cash equivalents. We adopted this guidance in the first quarter of 2018 on a retrospective basis. As a result, restricted cash amounts that have historically been included in prepaid expenses and other current assets and investments and other assets on our consolidated balance sheets are now included with cash and cash equivalents on the consolidated statements of cash flows. We did not have any restricted cash as of March 31, 2018, however, these restricted cash balances totaled \$29.2 million as of December 31, 2017, \$28.1 million as of March 31, 2017 and \$28.2 million as of December 31, 2016. Our restricted cash is used to pay deferred compensation and TEGNA Supplemental Retirement Plan (SERP) obligations. The adoption of this standard did not change our balance sheet presentation. See Note 10 for additional information about our restricted cash balances.

New accounting pronouncements not yet adopted: In February 2016, the FASB issued new guidance related to leases which will require lessees to recognize assets and liabilities on the balance sheet for leases with lease terms of more than 12 months. Consistent with current GAAP, the recognition, measurement, and presentation of expenses and cash flows arising from a lease by a lessee primarily will depend on its classification as a finance or operating lease. However, unlike current GAAP—which requires only capital leases to be recognized on the balance sheet—the new guidance will require both types of leases to be recognized on the balance sheet. The new guidance is effective for us beginning in the first quarter of 2019 and will be adopted using a modified retrospective approach. We are currently evaluating the effect the standard will have on our consolidated financial statements and related disclosures, but currently we estimate that our total assets and liabilities as presented on our Condensed Consolidated Balance Sheet as of March 31, 2018, will grow by less than 5% as a result of adopting this standard.

In June 2016, the FASB issued new guidance related to the measurement of credit losses on financial instruments. The new guidance changes the way credit losses on accounts receivable are estimated. Under current GAAP, credit losses on accounts receivable are recognized once it is probable that such losses will occur. Under the new guidance, we will be required to estimate credit losses based on the expected amount of future collections which may result in earlier recognition of allowance for doubtful accounts. The new guidance is effective for public companies beginning in the first quarter of 2020 and will be adopted using a modified retrospective approach. We are currently evaluating the effect this new guidance will have on our consolidated financial statements and related disclosures.

Revenue recognition: Revenue is recognized upon 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 agency commissions and 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.

Our primary source of revenue is earned through the sale of advertising and marketing services (AMS). This revenue stream includes all sources of our traditional television and radio advertising, as well as digital revenues including Premion, our digital marketing services business unit and other digital advertising across our platforms. Contracts within this revenue stream are short-

term in nature (most often three months or less). Contracts generally consist of multiple deliverables, such as television commercials, or digital advertising solutions, that we have identified as individual performance obligations. Before performing under the contract we establish the transaction price with our customer based on the agreed upon rates for each performance obligation. There is no material variability in the transaction price during the term of the contract.

Revenue is recognized as we deliver our performance obligations to our customers. For our AMS revenue stream, we measure our performance based on the airing of the individual television commercials or display of digital advertisements. This measure is most appropriate as it aligns our revenue recognition with the value we are providing to our customers. Customers are billed monthly and payment is generally due 30 days after the date of invoice. Commission costs related to these contracts are expensed as incurred due to the short term nature of the contracts.

We also earn subscription revenue from retransmission consent contracts with multichannel video programming distributors (e.g., cable and satellite providers) and over the top providers (companies that deliver video content to consumers over the Internet). Under these multi-year contracts, we have performance obligations to provide our customers with our stations' signals, as well as our consent to retransmit those signals to their customers. Subscription revenue is recognized in accordance with the guidance for licensing intellectual property utilizing a usage based method. The amount of revenue earned is based on the number of subscribers to which our customers retransmit our signal and the negotiated fee per subscriber included in our contract agreement. Our customers submit payments monthly, generally within 60-90 days after the month that service was provided. Our performance obligations are satisfied, and revenue is recognized, as we provide our consent for our customers to retransmit our signal. This measure toward satisfaction of our performance obligations and recognition of revenue is the most appropriate as it aligns our revenue recognition with the value that we are delivering to our customers through our retransmission consent.

We also generate revenue from the sale of political advertising. Contracts within this revenue stream are short term in nature (typically weekly or monthly buys during political campaigns). Customers pre-pay these contracts and we therefore defer the associated revenue until the advertising has been delivered, at which time we have satisfied our performance obligations and recognize revenue. Commission costs related to these contracts are expensed as incurred due to the short term nature of the contracts.

Our remaining revenue is comprised of various other services, primarily production services (for news content and commercials) and sublease rental income. Revenue is recognized as these various services are provided to our customers.

In instances where we sell services from more than one revenue stream to the same customer at the same time, we recognize one contract and allocate the transaction price to each deliverable element (e.g. performance obligation) based on the relative fair value of each element.

Revenue earned by categories in the first quarter of 2018 and 2017 is shown below (amounts in thousands):

	Quarter ended Mar. 31,	
	2018	2017
AMS	\$ 282,939	\$ 269,012
Subscription	205,556	182,310
Political	7,606	2,157
Other	5,989	5,591
Total revenue	\$ 502,090	\$ 459,070

NOTE 2 – Goodwill and other intangible assets

The following table displays goodwill, indefinite-lived intangible assets, and amortizable intangible assets as of March 31, 2018 and December 31, 2017 (in thousands):

	Mar. 31, 2018		Dec. 31, 2017	
	Gross	Accumulated Amortization	Gross	Accumulated Amortization
Goodwill	\$ 2,602,849	\$ —	\$ 2,579,417	\$ —
Indefinite-lived intangibles:				
Television and radio station FCC licenses	1,387,373	—	1,191,950	—
Amortizable intangible assets:				
Retransmission agreements	121,184	(66,360)	110,191	(62,355)
Network affiliation agreements	99,511	(21,603)	43,485	(19,371)
Other	27,137	(6,939)	15,763	(6,394)
Total indefinite-lived and amortizable intangible assets	\$ 1,635,205	\$ (94,902)	\$ 1,361,389	\$ (88,120)

Our retransmission agreements and network affiliation agreements are amortized on a straight-line basis over their estimated useful lives. Other intangibles primarily include customer relationships and favorable lease agreements which are amortized on a straight-line basis over their useful lives.

On February 15, 2018 we acquired a business consisting of assets in San Diego: KFMB-TV (the CBS affiliated station), KFMB-D2 (the CW station), and radio stations KFMB-AM and KFMB-FM (collectively KFMB). The transaction price was approximately \$325.9 million in cash, which we funded through the use of available cash and borrowings under our revolving credit facility (see Note 5). The fair value of the assets acquired and liabilities assumed were based on a preliminary valuation and, as such, our estimates and assumptions are subject to change as additional information is obtained about the facts and circumstances that existed as of the acquisition date. The primary areas of purchase price allocation that were not yet finalized are related to fair value of intangible assets and income taxes.

During the first quarter of 2018, in connection with our preliminary purchase accounting, we recorded an indefinite lived intangible asset for FCC licenses of \$195.4 million and amortizable intangible assets of \$78.4 million, primarily related to retransmission and network affiliation agreements. The amortizable assets will be amortized over a weighted average period of 8 years. We also recognized goodwill of \$23.4 million as a result of the acquisition.

NOTE 3 – Investments and other assets

Our investments and other assets consisted of the following as of March 31, 2018, and December 31, 2017 (in thousands):

	Mar. 31, 2018	Dec. 31, 2017
Cash value life insurance	\$ 50,823	\$ 51,188
Deferred compensation investments	9,448	9,546
Equity method investments	27,279	27,098
Deferred debt issuance cost	5,109	6,048
Other long term assets	45,905	43,286
Total	\$ 138,564	\$ 137,166

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 expenses within our Consolidated Statement of Income and were not material for all periods presented.

Deferred compensation investments: Employee compensation related investments consist of a life insurance annuity policy which funds a deferred compensation plan liability. Amounts presented above are expected to be converted to cash beyond one year.

Equity method investments: We hold several strategic equity method investments. Our largest equity method investment is our ownership in CareerBuilder, of which we own approximately 17% (or approximately 12% on a fully-diluted basis). Our

ownership stake provides us with two seats on CareerBuilder's board of directors and thus we concluded that we have significant influence over the entity. In the first quarter of 2018, we recorded \$1.3 million of equity loss from our CareerBuilder investment.

On April 24, 2018, CareerBuilder announced that it had entered into a definitive agreement to sell its subsidiary Economic Modeling LLC (also known as EMSI) to Strada Education Network, a national education nonprofit, and subsequently entered into an exclusive re-seller arrangement to enable CareerBuilder to continue to offer EMSI data to its corporate customers. The closing of the sale is expected to occur in the second quarter of 2018, and we anticipate that we will receive a dividend of approximately \$8 million in connection with the sale.

Other strategic investments: These investments are carried at cost and adjusted for any impairments or other observable price changes in the investment. The carrying value of these investments was \$22.1 million as of March 31, 2018 and \$19.4 million as of December 31, 2017, and is included within other long term assets in the table above.

NOTE 4 – Income taxes

The total amount of unrecognized tax benefits that, if recognized, would impact the effective tax rate was approximately \$10.6 million as of March 31, 2018, and \$10.7 million as of December 31, 2017. The amount of accrued interest and penalties payable related to unrecognized tax benefits was \$1.7 million as of March 31, 2018, and \$1.6 million as of December 31, 2017.

It is reasonably possible that the amount of unrecognized benefits with respect to certain of our unrecognized tax positions will increase or decrease within the next 12 months. These changes may be the result of settlement of ongoing audits, lapses of statutes of limitations or other regulatory developments. At this time, we estimate the amount of gross unrecognized tax positions may be reduced by up to approximately \$4.0 million within the next 12 months primarily due to lapses of statutes of limitations and settlement of ongoing audits in various jurisdictions.

Pub. L. No. 115-97, commonly referred to as the Tax Cuts and Jobs Act, or the Act, was enacted into law as of December 22, 2017. Among other provisions, the Act reduced the federal tax rate to 21% effective for us as of January 1, 2018. On the same date, the SEC staff issued Staff Accounting Bulletin No. 118 to address the application of U.S. GAAP in situations when a registrant does not have the necessary information available, prepared, or analyzed (including computations) in reasonable detail to complete the accounting for certain income tax effects of the Act. We recognized the provisional tax impacts related to the revaluation of deferred tax assets and liabilities and included these amounts in our consolidated financial statements for the year ended December 31, 2017. The ultimate impact may differ from these provisional amounts, possibly materially, due to, among other things, additional analysis, changes in interpretations and assumptions we have made, additional regulatory guidance that may be issued, and actions we may take as a result of the Act. Our accounting is expected to be complete when our 2017 U.S. federal and state corporate income tax returns are filed in late 2018. During the three month period ending March 31, 2018, there were no changes made to the provisional amounts recognized in 2017. We will continue to analyze the effects of the Act on our consolidated financial statements. Additional impacts from the enactment will be recorded as they are identified during the measurement period as provided for in Staff Accounting Bulletin No. 118.

NOTE 5 – Long-term debt

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

	<u>Mar. 31, 2018</u>	<u>Dec. 31, 2017</u>
Unsecured floating rate term loan due quarterly through August 2018	\$ 12,600	\$ 20,500
VIE unsecured floating rate term loans due quarterly through December 2018	485	646
Unsecured floating rate term loan due quarterly through June 2020	90,000	100,000
Unsecured floating rate term loan due quarterly through September 2020	210,000	225,000
Borrowings under revolving credit agreement expiring June 2020	220,000	—
Unsecured notes bearing fixed rate interest at 5.125% due October 2019	320,000	320,000
Unsecured notes bearing fixed rate interest at 5.125% due July 2020	600,000	600,000
Unsecured notes bearing fixed rate interest at 4.875% due September 2021	350,000	350,000
Unsecured notes bearing fixed rate interest at 6.375% due October 2023	650,000	650,000
Unsecured notes bearing fixed rate interest at 5.50% due September 2024	325,000	325,000
Unsecured notes bearing fixed rate interest at 7.75% due June 2027	200,000	200,000
Unsecured notes bearing fixed rate interest at 7.25% due September 2027	240,000	240,000
Total principal long-term debt	<u>3,218,085</u>	<u>3,031,146</u>
Debt issuance costs	(19,315)	(20,551)
Other (fair market value adjustments and discounts)	(2,215)	(2,902)
Total long-term debt	<u>3,196,555</u>	<u>3,007,693</u>
Less current portion of long-term debt maturities	485	646
Long-term debt, net of current portion	<u>\$ 3,196,070</u>	<u>\$ 3,007,047</u>

On August 1, 2017, we amended our Amended and Restated Competitive Advance and Revolving Credit Agreement. Under the amended terms, our maximum total leverage ratio will remain at 5.0x through June 30, 2018, after which, as amended, it will be reduced to 4.75x through June 2019 and then to 4.5x until the expiration date of the credit agreement on June 29, 2020.

During the first quarter of 2018, we borrowed \$220.0 million under the revolving credit facility primarily to finance the acquisition of assets in San Diego consisting of KFMB-TV, the CBS affiliate, KFMB-D2 (the CW station), and radio stations KFMB-AM and KFMB-FM. As of March 31, 2018, we had unused borrowing capacity of \$1.27 billion under our revolving credit facility.

NOTE 6 – Retirement plans

Our principal defined benefit pension plan is the TEGNA Retirement Plan (TRP). The disclosure table below includes the pension expenses of the TRP and the SERP. In connection with our acquisition of KFMB, we assumed its preexisting pension plan which, as of the acquisition date, had a total net pension obligation of \$7.3 million. All plan participants' benefits were frozen prior to the acquisition date. We intend to merge the KFMB pension plan into the TRP in the second quarter of 2018. The total net pension obligations, both current and non-current liabilities, as of March 31, 2018, were \$151.6 million (\$5.1 million is recorded as a current obligation within accrued liabilities on the Condensed Consolidated Balance Sheet).

Our pension costs, which primarily include costs for the qualified TRP plan and the nonqualified SERP plan, are presented in the following table (in thousands):

	Quarter ended Mar. 31,	
	2018	2017
Service cost-benefits earned during the period	\$ —	\$ 125
Interest cost on benefit obligation	5,150	5,925
Expected return on plan assets	(7,450)	(6,650)
Amortization of prior service cost	50	150
Amortization of actuarial loss	1,250	1,975
Lump-sum payment charge	6,300	\$ —
Expense for company-sponsored retirement plans	<u>\$ 5,300</u>	<u>\$ 1,525</u>

The 2017 service cost component of our pension expense is recorded within the operating expense line items Cost of revenue, Business units - Selling, general and administrative, and Corporate - General and administrative within the Consolidated Statements of Income. All other components of the pension expense are included within the Other non-operating items line item of the Consolidated Statements of Income.

During the three months ended March 31, 2018 we made \$1.7 million in cash contributions to the TRP, and plan to make additional contributions of \$9.0 million to the TRP during the remainder of 2018. We made no contributions to the TRP during the three months ended March 31, 2017. During the three months ended March 31, 2018 and 2017, we made benefit payments to participants of the SERP of \$26.7 million and \$2.9 million, respectively. SERP payments during the three months ended March 31, 2018 primarily relate to lump sum payments made to certain former executives of the company.

In the first quarter of 2018, we incurred a special charge as a result of the lump sum payments. This charge of \$6.3 million was reclassified from accumulated other comprehensive income (loss) into net periodic benefit cost.

NOTE 7 – Supplemental equity information

The following table summarizes equity account activity for the three months ended March 31, 2018 and 2017 (in thousands):

	TEGNA Inc. Shareholders' Equity	Noncontrolling Interests	Total Equity
Balance at Dec. 31, 2017	\$ 995,041	\$ —	\$ 995,041
Comprehensive income:			
Net income	55,187	—	55,187
Other comprehensive income	5,775	—	5,775
Total comprehensive income	60,962	—	60,962
Dividends declared	(15,095)	—	(15,095)
Stock-based compensation	3,599	—	3,599
Impact from adoption of new revenue standard	(3,724)	—	(3,724)
Other activity, including shares withheld for employee taxes	(4,147)	—	(4,147)
Balance at Mar. 31, 2018	<u>\$ 1,036,636</u>	<u>\$ —</u>	<u>\$ 1,036,636</u>
Balance at Dec. 31, 2016	\$ 2,271,418	\$ 281,587	\$ 2,553,005
Comprehensive income:			
Net income	57,714	6,185	63,899
Redeemable noncontrolling interests (income not available to shareholders)	—	(1,815)	(1,815)
Other comprehensive income	182	1,065	1,247
Total comprehensive income	57,896	5,435	63,331
Dividends declared	(30,065)	—	(30,065)
Stock-based compensation	5,103	—	5,103
Treasury shares acquired	(7,252)	—	(7,252)
Other activity, including shares withheld for employee taxes	(7,963)	(1,337)	(9,300)
Balance at Mar. 31, 2017	<u>\$ 2,289,137</u>	<u>\$ 285,685</u>	<u>\$ 2,574,822</u>

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

	Retirement Plans	Foreign Currency Translation	Other	Total
Quarters Ended:				
Balance at Dec. 31, 2017	\$ (107,037)	\$ 114	\$ —	\$ (106,923)
Other comprehensive income before reclassifications	—	150	—	150
Amounts reclassified from AOCL	5,625	—	—	5,625
Total other comprehensive income	5,625	150	—	5,775
Reclassification of stranded tax effects to retained earnings	(24,845)	—	—	(24,845)
Balance at Mar. 31, 2018	<u>\$ (126,257)</u>	<u>\$ 264</u>	<u>\$ —</u>	<u>\$ (125,993)</u>
Balance at Dec. 31, 2016	\$ (127,341)	\$ (28,560)	\$ (5,672)	\$ (161,573)
Other comprehensive loss before reclassifications	—	1,197	(2,293)	(1,096)
Amounts reclassified from AOCL	1,278	—	—	1,278
Other comprehensive income (loss)	1,278	1,197	(2,293)	182
Balance at Mar. 31, 2017	<u>\$ (126,063)</u>	<u>\$ (27,363)</u>	<u>\$ (7,965)</u>	<u>\$ (161,391)</u>

Reclassifications from AOCL to the Statement of Income are comprised of pension and other post-retirement components. Pension and other post retirement reclassifications are related to the amortization of prior service costs, amortization of actuarial losses, a lump-sum payment charge related to our SERP plan, and reclassification of stranded tax effects in AOCL due the Act (see Note 1). Amounts reclassified out of AOCL are summarized below (in thousands):

	Quarter ended Mar. 31,	
	2018	2017
Amortization of prior service (credit) cost	\$ (100)	\$ —
Amortization of actuarial loss	1,350	2,075
Lump-sum payment charge	6,300	—
Total reclassifications, before tax	7,550	2,075
Income tax effect	(1,925)	(797)
Total reclassifications, net of tax	<u>\$ 5,625</u>	<u>\$ 1,278</u>

Performance Share Award Program

During the first quarter of 2018, our Leadership Development and Compensation Committee (LDCC) of the Board of Directors established new long-term incentive awards under the 2001 Omnibus Incentive Compensation Plan (Plan) for our executives designed to better reflect TEGNA as a pure-play broadcaster. On March 1, 2018, we granted certain employees performance share awards (PSAs) with an aggregate target award of approximately 0.6 million shares of our common stock.

The number of shares earned is determined based on the achievement of certain financial performance criteria (adjusted EBITDA and free cash flow as defined by the PSA) over a two-year cumulative financial performance period. If the financial performance criteria are met and approved by the LDCC, the PSA will be subject to an additional one year service period before the common stock is released to the employees. The PSAs do not pay dividends or allow voting rights during the performance period. Therefore, the fair value of the PSA is the quoted market value of our stock on the grant date less the present value of the expected dividends not received during the relevant performance period. The PSA provides the LDCC with limited discretion to make adjustments to the financial targets to ensure consistent year-to-year comparison for the performance criteria.

For expense recognition, in the period it becomes probable that the minimum performance criteria specified in the PSA will be achieved, we will recognize expense for the proportionate share of the total fair value of the shares subject to the PSA related to the vesting period that has already lapsed. Each reporting period we will adjust the fair value of the PSAs to the quoted market value of our stock price. In the event we determine it is no longer probable that we will achieve the minimum performance criteria specified in the PSA, we will reverse all of the previously recognized compensation expense in the period such a determination is made.

NOTE 8 – Earnings per share

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

	Quarter ended Mar. 31,	
	2018	2017
Net income from continuing operations	\$ 55,187	\$ 44,658
Income from discontinued operations, net of tax	—	19,241
Net income attributable to noncontrolling interests from discontinued operations	—	(6,185)
Net income attributable to TEGNA Inc.	<u>\$ 55,187</u>	<u>\$ 57,714</u>
Weighted average number of common shares outstanding - basic	216,276	215,305
<i>Effect of dilutive securities:</i>		
Restricted stock units	177	992
Performance share units	216	541
Stock options	320	731
Weighted average number of common shares outstanding - diluted	<u>216,989</u>	<u>217,569</u>
Earnings from continuing operations per share - basic	\$ 0.26	\$ 0.21
Earnings from discontinued operations per share - basic	—	0.06
Net income per share - basic	<u>\$ 0.26</u>	<u>\$ 0.27</u>
Earnings from continuing operations per share - diluted	\$ 0.25	\$ 0.21
Earnings from discontinued operations per share - diluted	—	0.06
Net income per share - diluted	<u>\$ 0.25</u>	<u>\$ 0.27</u>

Our calculation of diluted earnings per share includes the impact of the assumed vesting of outstanding restricted stock units, performance share units, and the exercise of outstanding stock options based on the treasury stock method when dilutive. The diluted earnings per share amounts exclude the effects of approximately 87,000 and 100,000 stock awards for the three months ended March 31, 2018 and 2017, respectively, as their inclusion would be accretive to earnings per share.

NOTE 9 – Fair value measurement

We measure and record in the accompanying condensed consolidated financial statements certain assets and liabilities at fair value. 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.

Our deferred compensation investments were valued using Level 1 inputs with a fair value of \$14.6 million as of December 31, 2017. Our deferred compensation assets were invested in a fixed income mutual fund. During the first quarter of 2018, we liquidated the deferred compensation investment to cover payments made to SERP participants (see Note 6).

We additionally hold other financial instruments, including cash and cash equivalents, receivables, accounts payable 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 \$3.30 billion at March 31, 2018, and \$3.16 billion at December 31, 2017.

NOTE 10 – Supplemental cash flow information

The following table provides a reconciliation of cash and cash equivalents, as reported on our Condensed Consolidated Balance Sheets, to cash, cash equivalents, and restricted cash, as reported on our Condensed Consolidated Statement of Cash Flows (in thousands):

	Mar. 31, 2018	Dec. 31, 2017	Mar. 31, 2017	Dec. 31, 2016
Cash and cash equivalents included in:				
Continuing operations	\$ 8,338	\$ 98,801	\$ 12,040	\$ 15,879
Discontinued operations	—	—	67,615	61,041
Restricted cash equivalents included in:				
Prepaid expenses and other current assets	—	29,240	—	—
Investments and other assets	—	—	28,093	28,197
Cash, cash equivalents and restricted cash	<u>\$ 8,338</u>	<u>\$ 128,041</u>	<u>\$ 107,748</u>	<u>\$ 105,117</u>

Our restricted cash equivalents consist of highly liquid investments that are held within a rabbi trust and are used to pay our deferred compensation and SERP obligations.

The following table provides additional information about cash flows related to interest and taxes (in thousands):

	Quarter ended Mar. 31,	
	2018	2017
Supplemental cash flow information:		
Cash (received) paid for income taxes, net of refunds	\$ (2,799)	\$ 6,518
Cash paid for interest	\$ 30,128	\$ 34,185

NOTE 11 – Other matters**Commitments, contingencies and other matters**

We, along with a number of our subsidiaries, are defendants in 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 these matters.

FCC Broadcast Spectrum Program

In April 2017, the FCC announced the completion of a voluntary incentive auction to reallocate certain spectrum currently occupied by television broadcast stations to mobile wireless broadband services, along with a related “repacking” of the television spectrum for remaining television stations. None of our stations will relinquish any spectrum rights as a result of the auction, and accordingly we will not receive any incentive auction proceeds. The FCC has, however, notified us that 13 of our stations will be repacked to new channels. The repacking requires that certain television stations move to different channels, and some stations may have smaller service areas and/or experience additional interference. The legislation authorizing the incentive auction and repacking established a \$1.75 billion fund for reimbursement of costs incurred by stations required to change channels in the repacking. Subsequent legislation enacted on March 23, 2018, appropriated an additional \$1 billion for the repacking fund, of which up to \$750 million may be made available to repacked full power and Class A television stations and multichannel video programming distributors. Other funds are earmarked to assist affected low power television stations, television translator stations, and FM radio stations, as well for consumer education efforts. Some of our television translator stations have been or will be displaced as a result of the repacking, and thus may be eligible under the new repacking funds appropriation to seek reimbursement for costs incurred as a result of such displacement. No reimbursement funds will be available to television translator stations until the FCC completes a rulemaking to govern reimbursement requests by such stations, and there is no guarantee that all costs will be reimbursed. The FCC is statutorily required to complete its rulemaking regarding these reimbursements by March 23, 2019.

The repacking process is scheduled to occur over a 39-month period, divided into ten phases. Our full power stations have been assigned to phases two through nine, and a majority of our capital expenditures in connection with the repack will occur in 2018 and 2019. No FCC reimbursements were received in the first quarter of 2018. When future reimbursements are received, we will record the reimbursement as a contra operating expense within our asset impairment and facility consolidation charges line item on our Consolidated Statement of Income.

Each repacked full power commercial television station, including each of our 13 repacked stations, has been allocated a reimbursement amount equal to approximately 92.5% of the station’s estimated repacking costs, as verified by the FCC’s fund

administrator. Although we expect the FCC to make additional allocations from the fund, it is not guaranteed that the FCC will approve all reimbursement requests necessary to completely reimburse each repacked station for all amounts incurred in connection with the repack. Beyond the potential for not being reimbursed for all amounts we incur, it is still too early to predict the ultimate impact of the incentive auction and repacking upon our business.

NOTE 12 – Discontinued operations

Cars.com spin-off

On May 31, 2017, we completed the previously announced spin-off of Cars.com. The spin-off was effected through a pro rata distribution of all outstanding common shares of Cars.com to TEGNA stockholders of record at the close of business on May 18, 2017 (the Record Date). Stockholders retained their TEGNA shares and received one share of Cars.com for every three shares of TEGNA stock they owned on the Record Date. Cars.com began “regular way” trading on the New York Stock Exchange on June 1, 2017 under the symbol “CARS”.

CareerBuilder Sale

On July 31, 2017, we sold our majority ownership interest in CareerBuilder to an investor group led by investment funds managed by affiliates of Apollo Global Management, LLC, a leading global alternative investment manager, and the Ontario Teachers’ Pension Plan Board. Our share of the pre-tax net cash proceeds from the sale was \$198.3 million. As part of the agreement, we remain an ongoing partner in CareerBuilder, retaining an approximately 17% interest (or approximately 12% on a fully-diluted basis) and two seats on CareerBuilder’s 10 person board. Following the sale, CareerBuilder is no longer consolidated within our reported operating results. Our remaining ownership interest will be accounted for as an equity method investment. For the first three months of 2018, we recorded a loss of \$1.3 million in equity earnings from our remaining interest in CareerBuilder.

Financial Statement Presentation of Digital Segment

As a result of the Cars.com and CareerBuilder transactions described above, the operating results of our former Digital Segment have been included in discontinued operations in the Consolidated Statements of Income for the prior year period.

The following table presents the financial results of discontinued operations (in thousands):

	Quarter ended Mar. 31, 2017
Revenues	\$ 319,401
Operating expenses	289,135
Income from discontinued operations, before income taxes	28,330
Provision for income taxes	(9,089)
Income from discontinued operations, net of tax	19,241
Net loss (income) attributable to noncontrolling interests from discontinued operations	\$ (6,185)

The financial results reflected above may not represent our former Digital stand alone operating results, as the results reported within income from discontinued operations, net, include only certain costs that are directly attributable to those businesses and exclude certain corporate overhead costs that were previously allocated. For earnings per share information on discontinued operations, see Note 8.

In our Condensed Consolidated Statement of Cash Flows, the cash flows from discontinued operations are not separately classified, but supplemental cash flow information for these business units is presented below. The depreciation, amortization, and significant cash investing items of the discontinued operations were as follows (in thousands):

	Quarter ended Mar. 31, 2017
Depreciation	\$ 9,870
Amortization of intangible assets	23,629
Capital expenditures	\$ 10,858

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

Company Overview

We are an innovative media company that serves the greater good of our communities through empowering stories, impactful investigations and innovative marketing services. With 47 television stations in 39 U.S. markets, we are the largest owner of big four network affiliates in the top 25 markets, reaching approximately one-third of all television households nationwide. Each television station also has a robust digital presence across online, mobile and social platforms, reaching consumers whenever, wherever they are. Each month, we reach approximately 50 million consumers on-air and approximately 30 million across our digital platforms. We have been consistently honored with the industry's top awards, including Edward R. Murrow, George Polk, Alfred I. DuPont and Emmy Awards. Beyond integrated broadcast advertising products and services, we deliver results for advertisers through innovative solutions including our Over the Top (OTT) local advertising network, Premion; and our digital marketing services (DMS) business, a one-stop shop for local businesses to connect with consumers through digital marketing.

All of this is now delivered through a company with one singular focus; in 2017, we completed our transformation into a pure-play media company. On May 31, 2017 we successfully completed the spin-off of Cars.com into a separate stand-alone public company and on July 31, 2017, we completed the sale of our controlling ownership interest in CareerBuilder. The completion of these strategic actions has reduced our debt and has further strengthened our balance sheet, providing us the ability to invest in our media businesses, capitalizing on opportunities for organic and acquisition-related growth. Our media operations generate strong and dependable cash flows and we are financially disciplined, which allows us to return additional value to shareholders through dividends and share repurchases. We are a leader in embracing change and driving innovation across our businesses, and we are well-positioned to benefit from the evolving regulatory environment.

We operate one operating and reportable segment. The primary sources of our revenues are: 1) advertising & marketing services revenues, which include local and national non-political advertising, digital marketing services (including Premion), and advertising on the stations' websites and tablet and mobile products; 2) political advertising revenues, which are driven by even year election cycles at the local and national level (e.g. 2018, 2016) and particularly in the second half of those years; 3) 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; and 4) other services, such as production of programming from third parties and production of advertising material.

Our corporate costs are separated from our business expenses and are recorded as general and administrative expenses in our Consolidated Income Statement. These costs include activities that are not directly attributable or allocable to our media business operations. This category primarily consists of broad corporate management functions including legal, human resources, and finance, as well as activities and costs not directly attributable to the operations of our media business.

On February 15, 2018, we acquired, for approximately \$325 million in cash, assets in San Diego consisting of KFMB-TV (the CBS affiliated station), KFMB-D2 (CW channel) and radio broadcast stations KFMB-AM and KFMB-FM (collectively KFMB). Through this transaction, we added a strong market to our portfolio. San Diego is the 29th largest U.S. TV market with 1.1 million households and the 17th largest radio market. KFMB-TV is the long-standing market leader in San Diego. It leads the market in audience ratings and share across all demographics and is number one in news across all major time slots. As a result of this acquisition, our U.S. television household reach increased by more than one million or one percentage point.

Consolidated Results from Operations

The following discussion is a period-to-period comparison of our consolidated results from continuing operations on a GAAP basis. The period-to-period comparison of financial results is not necessarily indicative of future results. In addition, see the section on page 23 titled 'Results from Operations - Non-GAAP Information' for additional tables presenting information which supplements our financial information provided on a GAAP basis. Our consolidated results of continuing operations on a GAAP basis were as follows (in thousands, except per share amounts):

	Quarter ended Mar. 31,		
	2018	2017	Change
Revenues	\$ 502,090	\$ 459,070	9%
Operating expenses:			
Cost of revenues, exclusive of depreciation	258,493	231,408	12%
Business units - Selling, general and administrative expenses, exclusive of depreciation	73,621	68,429	8%
Corporate - General and administrative expenses, exclusive of depreciation	12,708	15,333	(17%)
Depreciation	13,471	13,217	2%
Amortization of intangible assets	6,782	5,389	26%
Asset impairment and facility consolidation charges	—	2,183	***
Total operating expenses	<u>\$ 365,075</u>	<u>\$ 335,959</u>	9%
Total operating income	<u>\$ 137,015</u>	<u>\$ 123,111</u>	11%
Non-operating expense	(61,443)	(58,958)	4%
Provision for income taxes	20,385	19,495	5%
Net income from continuing operations	<u>\$ 55,187</u>	<u>\$ 44,658</u>	24%
Earnings from continuing operations per share - basic	\$ 0.26	\$ 0.21	24%
Earnings from continuing operations per share - diluted	\$ 0.25	\$ 0.21	19%

*** Not meaningful

Revenues

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

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

	Quarter ended Mar. 31,		
	2018	2017	Change
Advertising & Marketing Services	\$ 282,939	\$ 269,012	5%
Subscription	205,556	182,310	13%
Political	7,606	2,157	***
Other	5,989	5,591	7%
Total	<u>\$ 502,090</u>	<u>\$ 459,070</u>	9%

*** Not meaningful

Revenues increased \$43.0 million, or 9%, in the first quarter of 2018 compared to the same period in 2017. This net increase was partially due to an increase in AMS revenue of \$13.9 million, or 5%, in the first quarter of 2018. AMS revenue increased primarily due to \$49.5 million in Winter Olympic and Super Bowl advertising (approximately \$24.0 million of which was incremental). This increase was partially offset by a decline in DMS revenue of \$10.5 million due to the conclusion of a transition services agreement with Gannett. Also contributing to the overall revenue increase was subscription revenue which increased \$23.2 million, or 13% in the first quarter of 2018, primarily due to annual rate increases under existing retransmission agreements and increases from OTT streaming service providers.

In the second quarter of 2018, we expect revenue will increase mid-single digits year-over-year driven by subscription revenue growth, political revenue, and growth initiatives. As we approach the one year anniversary of the wind-down of the terminated digital business; which occurred in second quarter last year, the impact to the year-over-year total revenue comparison is only one percent.

In addition, for our subscription revenue, we have experienced three months of sequential growth in total paid subscribers (which includes subscribers in OTT streaming service providers), and as a result we expect our full year subscription revenue growth will increase in the mid-teens year-over-year.

Cost of Revenues

Cost of revenues increased \$27.1 million, or 12%, in the first quarter of 2018 compared to the same period in 2017. The increase was primarily due to a \$13.5 million increase in programming costs, a \$9.8 million increase in digital expenses (due to investments made in Premion business), and approximately \$6.0 million primarily associated with production of original content (Daily Blast LIVE!), variable editorial costs tied to increased revenues (event coverage costs of Olympics and Super Bowl), and the acquisition of KFMB. These increases were partially offset by a decline in DMS costs of \$6.0 million due to the conclusion of the transition services agreement with Gannett.

Business Units - Selling, General and Administrative Expenses

Business unit selling, general and administrative expenses increased \$5.2 million, or 8%, in the first quarter of 2018 compared to the same period in 2017. The increase was primarily the result of a \$3.9 million increase in sales expenses, driven by the incremental revenue from Olympics and Super Bowl. The remaining variance is attributable to various items including incremental costs associated with acquisition of KFMB.

Corporate General and Administrative Expenses

Corporate general and administrative expenses decreased \$2.6 million, or 17%, in the first quarter of 2018 compared to the same period in 2017. The decrease was primarily due to the absence of \$0.9 million in severance incurred in 2017, with the remaining decrease primarily due to lower corporate rent expense and reductions in various departments associated with the right-sizing of the corporate function following the spin-off of Cars.com and the sale of our majority interest in CareerBuilder in 2017.

Depreciation Expense

Depreciation expense increased \$0.3 million, or 2%, in the first quarter of 2018 compared to the same period in 2017. The increase was primarily due to incremental depreciation expense resulting from our acquisition of KFMB.

Amortization Expense

Amortization expense increased by \$1.4 million in the first quarter of 2018, compared to the same period in 2017. The increase was a result of amortization of intangible assets acquired in connection with our acquisition of KFMB.

Asset Impairment and Facility Consolidation Charges

We had no asset impairment and facility consolidation charges in the first quarter of 2018 compared to \$2.2 million in the first quarter of 2017. The 2017 charges consisted of \$2.2 million of non-cash asset impairment charges associated with operating assets at one of our stations.

Operating Income

Our operating income increased \$13.9 million, or 11%, in the first quarter of 2018 compared to the same period in 2017. The increase was driven by the changes in revenue and expenses discussed above. As a result, our consolidated operating margins were 27% in both the first quarter of 2018 and 2017.

Non-Operating Expense

Non-operating expense increased \$2.4 million, or 4%, in the first quarter of 2018 compared to the same period in 2017. The increase was primarily due to a pension-related charge in first quarter of 2018 of \$6.3 million (primarily related to lump sum payments made to certain former executives of the company). In addition, in the first quarter 2017 we recorded a \$5.2 million gain related to the reversal of unclaimed property reserve as a result of a change in state law.

Offsetting these increases was a decline in interest expense of \$7.7 million driven by lower average debt outstanding. The total average outstanding debt was \$3.22 billion for the first quarter of 2018, compared to \$4.06 billion in the same period of 2017. The weighted average interest rate on total outstanding debt was 5.84% for the first quarter of 2018, compared to 5.28% in the same period of 2017.

Income Tax Expense

Income tax expense increased to \$20.4 million in the first quarter of 2018 from \$19.5 million in the first quarter of 2017, an increase of 5%. The increase was primarily due to increases in net income before tax, partially offset by a reduction in the federal corporate tax rate from 35% to 21% as a result of the enactment of Pub. L. No. 115-97 (the Act). Our reported effective income tax rate was 27% for the first quarter of 2018, compared to 30.4% for continuing operations for the first quarter of 2017. The tax rate for the first quarter in 2018 is lower than the comparable rate in 2017 primarily due to the corporate tax rate reduction from 35% to 21%, partially offset by the repeal of the domestic manufacturing deduction, both in accordance with the Act, as well as an increase in state income taxes due to the acquisition of KFMB.

Income From Continuing Operations

Income from continuing operations was \$55.2 million, or \$0.25 per diluted share, in the first quarter of 2018 compared to \$44.7 million or \$0.21 per diluted share during the same period in 2017. Both income from continuing operations and earnings per share were affected by the factors discussed above.

The weighted average number of diluted shares outstanding in the first quarter of 2018 and 2017 was 217.0 million and 217.6 million, respectively.

Results from Operations - Non-GAAP Information

Presentation of Non-GAAP information

We use non-GAAP financial performance and liquidity 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 Board of Directors use the non-GAAP financial measures for purposes of evaluating business unit and consolidated company performance. Furthermore, 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 free cash flow to evaluate management's performance. Therefore, we believe 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 discuss in this Form 10-Q non-GAAP financial performance measures that exclude from our reported GAAP results the impact of "special items" consisting of transaction costs, severance expense, charges related to asset impairment and facility consolidations, TEGNA Foundation donations, costs associated with the Cars.com spin-off transaction, and tax impacts associated with the acquisition of KFMB. We believe that such expenses and charges are not indicative of normal, ongoing operations. Such items vary from period to period and are significantly impacted by the timing and nature of these events. Therefore, while we may incur or recognize these types of expenses and charges in the future, we believe 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 Adjusted EBITDA (with and without corporate expenses), a non-GAAP financial performance measure that we believe offers a useful view of the overall operation of our businesses. We define Adjusted EBITDA as 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 such as corporate transaction expenses (such as business acquisition and disposition costs) and investment income, (5) severance expense, (6) facility consolidation charges, (7) impairment charges, (8) depreciation and (9) amortization. The most directly comparable GAAP financial measure to Adjusted EBITDA is Net income from continuing operations. 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 alternative 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 free 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 consider adjusted revenues to be an important non-GAAP financial measure. Our adjusted revenue is calculated by taking total company revenues on a GAAP basis and adjusting it to exclude (1) estimated net incremental Olympic and Super Bowl revenue, (2) Political revenues, and (3) revenues associated with a discontinued portion of our DMS business. These adjustments are made to our reported revenue on a GAAP basis in order to evaluate and assess our core operations on a comparable basis, and it represents the ongoing operations of our broadcast business.

We also discuss free cash flow, a non-GAAP liquidity measure. Free cash flow is defined as "net cash flow from operating activities" as reported on the statement of cash flows reduced by "purchase of property and equipment". We believe that free cash flow is a useful measure for management and investors to evaluate the level of cash generated by operations and the ability of its operations to fund investments in new and existing businesses, return cash to shareholders under the company's capital program, repay indebtedness, add to our cash balance, or use in other discretionary activities. We use free cash flow to monitor cash available for repayment of indebtedness and in discussions with the investment community. Like Adjusted EBITDA, free cash flow is not intended to be a measure of cash flow available for management's discretionary use.

Discussion of special charges affecting reported results

Our results for the quarter ended March 31, 2018 included the following items we consider "special items" and are not indicative of our normal ongoing operations:

- Pension lump-sum payment charge as a result of payments that were made to certain SERP plan participants in early 2018; and
- Other non-operating items associated with transaction costs and a deferred tax provision impact related to our acquisition of KFMB.

Our results for the quarter ended March 31, 2017 included the following special items:

- Severance charges related to our Media and Corporate personnel (which includes payroll and related benefit costs);
- Non-cash asset impairment charges associated with operating assets at one of our stations; and
- Non-operating costs associated with the spin-off of our Cars.com business unit and a charitable donation made to the TEGNA Foundation.

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):

Quarter ended March 31, 2018	GAAP measure	Special Items		Non-GAAP measure
		Pension lump-sum payment charge	Other non-operating items	
Other non-operating items	\$ (12,480)	\$ 6,300	\$ 9,462	\$ 3,282
Total non-operating expense	(61,443)	6,300	9,462	(45,681)
Income before income taxes	75,572	6,300	9,462	91,334
Provision (benefit) for income taxes	20,385	1,608	(1,443)	20,550
Income from continuing operations	55,187	4,692	10,905	70,784
Earnings from continuing operations per share - diluted ^(a)	\$ 0.25	\$ 0.02	\$ 0.05	\$ 0.33

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

Quarter ended March 31, 2017	GAAP measure	Special Items			Non-GAAP measure
		Severance expense	Operating asset impairment and facility consolidation	Other non- operating items	
Operating expenses	\$ 335,959	\$ (1,699)	\$ (2,183)	\$ —	\$ 332,077
Operating income	123,111	1,699	2,183	—	126,993
Other non-operating items	(2,074)	—	—	9,549	7,475
Total non-operating expense	(58,958)	—	—	9,549	(49,409)
Income before income taxes	64,153	1,699	2,183	9,549	77,584
Provision for income taxes	19,495	651	803	2,350	23,299
Income from continuing operations	44,658	1,048	1,380	7,199	54,285
Earnings from continuing operations per share - diluted	\$ 0.21	\$ —	\$ 0.01	\$ 0.03	\$ 0.25

Adjusted Revenues

Reconciliations of adjusted revenues to our revenues presented in accordance with GAAP on our Consolidated Statements of Income are presented below (in thousands):

	Quarter ended Mar. 31,		
	2018	2017	Change
Advertising & Marketing Services	\$ 282,939	\$ 269,012	5%
Subscription	205,556	182,310	13%
Political	7,606	2,157	***
Other	5,989	5,591	7%
Total company revenues (GAAP basis)	<u>\$ 502,090</u>	<u>\$ 459,070</u>	<u>9%</u>
Factors impacting comparisons:			
Estimated net incremental Olympic and Super Bowl	\$ (24,000)	\$ (323)	***
Political	(7,606)	(2,157)	***
Discontinued digital marketing services	—	(10,501)	***
Total company adjusted revenues (non-GAAP basis)	<u>\$ 470,484</u>	<u>\$ 446,089</u>	<u>5%</u>

*** Not meaningful

Excluding the impacts of Political revenue, impacts from the discontinued DMS transition services agreement and estimated prior year incremental Olympic and Super Bowl revenue, total company adjusted revenues on a comparable basis increased 5.5% percent in the first quarter 2018 compared to the same period in 2017.

Adjusted EBITDA - Non-GAAP

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

	Quarter ended Mar. 31,		
	2018	2017	Change
Net income from continuing operations (GAAP basis)	\$ 55,187	\$ 44,658	24%
Provision for income taxes	20,385	19,495	5%
Interest expense	47,725	55,415	(14%)
Equity loss in unconsolidated investments, net	1,238	1,469	(16%)
Other non-operating items	12,480	2,074	***
Operating income (GAAP basis)	137,015	123,111	11%
Severance expense	—	1,699	***
Asset impairment and facility consolidation charges	—	2,183	***
Adjusted operating income (non-GAAP basis)	137,015	126,993	8%
Depreciation	13,471	13,217	2%
Amortization of intangible assets	6,782	5,389	26%
Adjusted EBITDA (non-GAAP basis)	<u>157,268</u>	<u>145,599</u>	<u>8%</u>
Corporate - General and administrative expense, exclusive of depreciation (non-GAAP basis)	12,708	14,410	(12%)
Adjusted EBITDA, excluding Corporate (non-GAAP basis)	<u>\$ 169,976</u>	<u>\$ 160,009</u>	<u>6%</u>

*** Not meaningful

First quarter 2018 adjusted EBITDA margin was 34% without corporate expense or 31% with corporate expense. Our total Adjusted EBITDA increased \$11.7 million or 8% in the first quarter of 2018 compared to 2017. The increase was primarily due to \$49.5 million in Winter Olympic and Super Bowl advertising (approximately \$24.0 million of which was net incremental).

Free cash flow reconciliation

Our free cash flow, a non-GAAP liquidity measure, was \$40.5 million for the first three months of 2018 compared to \$122.0 million for the same period in 2017. Our free cash flow for the first three months of 2018 was lower than the first three months of 2017 because of the same factors affecting cash flow from operating activities discussed in the "Liquidity and capital resources" section below.

Reconciliations from "Net cash flow from operating activities" to "Free cash flow" follow (in thousands):

	Three months ended Mar. 31,	
	2018	2017
Net cash flow from operating activities	\$ 51,186	\$ 139,917
Purchase of property and equipment	(10,643)	(17,959)
Free cash flow	\$ 40,543	\$ 121,958

Liquidity, Capital Resources and Cash Flows

Our cash generation capability and financial condition, together with our significant borrowing capacity under our revolving credit agreement, are more than sufficient to fund our capital expenditures, interest, dividends, share repurchases, investments in strategic initiatives and other operating requirements. Over the longer term, we expect to continue to fund debt maturities, acquisitions and investments through a combination of cash flows from operations, borrowings under our revolving credit agreement and funds raised in the capital markets.

On August 1, 2017, we amended our Amended and Restated Competitive Advance and Revolving Credit Agreement. Under the amended terms, our maximum total leverage ratio will remain at 5.0x through June 30, 2018, after which, as amended, it will be reduced to 4.75x through June 2019 and then to 4.5x until the expiration of the credit agreement on June 29, 2020.

On September 19, 2017, we announced that our Board of Directors authorized a new share repurchase program for up to \$300 million of our common stock over three years.

During the first quarter of 2018, we borrowed \$220.0 million under the revolving credit facility primarily to finance the acquisition of KFMB. At the end of the first quarter of 2018, our total debt was \$3.20 billion and cash and cash equivalents totaled \$8.3 million. As of March 31, 2018, we had unused borrowing capacity of \$1.27 billion under our revolving credit facility.

Our operations have historically generated strong positive cash flow which, along with availability under our existing revolving credit facility, provides adequate liquidity to invest in organic and strategic growth opportunities, as well as acquisitions. 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 Part II. Other Information, Item 1A. Risk Factors for further discussion.

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,	
	2018	2017
Cash, cash equivalents and restricted cash from continuing operations, beginning of period	\$ 128,041	\$ 44,076
Cash, cash equivalents and restricted cash from discontinued operations, beginning of period	—	61,041
Balance of cash, cash equivalents and restricted cash beginning of the period	128,041	105,117
Operating activities:		
Net income	55,187	63,899
Depreciation, amortization and other non-cash adjustments	24,080	59,562
Pension (contributions), net of expense	(23,072)	(1,350)
Other, net	(5,009)	17,806
Net cash flows from operating activities	51,186	139,917
Net cash used for investing activities	(338,154)	(12,830)
Net cash provided by (used for) financing activities	167,265	(124,456)
(Decrease) increase in cash and cash equivalents	(119,703)	2,631
Cash, cash equivalents and restricted cash from continuing operations, end of period	\$ 8,338	\$ 40,133
Cash, cash equivalents and restricted cash from discontinued operations, end of period	—	67,615
Balance of cash, cash equivalents and restricted cash end of the period	\$ 8,338	\$ 107,748

Operating Activities - Cash flow from operating activities was \$51.2 million for the three months ended March 31, 2018, compared to \$139.9 million for the three months ended March 31, 2017. The decrease in net cash flow from operating activities was primarily due to the absence of approximately \$61.1 million of operating cash flow related to Cars.com and CareerBuilder which were spun-off and sold, respectively, during 2017 as well as an increase of \$25.5 million in pension payments and contributions. In addition, we had higher accounts payable disbursements (primarily associated with increased programming costs).

These decreases were partially offset by declines in tax payments of \$9.3 million and interest payments of \$4.0 million for the three months ended March 31, 2018. The remaining change in operating cash flow is attributable to declines in working capital (defined as trade receivables, accounts payable, accrued liabilities and deferred revenue), primarily due to decreases in accrued liabilities.

Investing Activities - Cash flow used for investing activities was \$338.2 million for the three months ended March 31, 2018, compared to \$12.8 million for the same period 2017. The net increase in 2018 was primarily a result of the acquisition of KFMB for \$325.9 million.

Financing Activities - Cash flow provided by financing activities was \$167.3 million for the three months ended March 31, 2018, compared to cash used for financing activities of \$124.5 million for the same period in 2017. The change was primarily due to 2018 borrowings under our revolving credit facilities of \$220.0 million (primarily for the acquisition of KFMB). In the first quarter of 2017, we made repayments of \$46.0 million on the outstanding balance of the revolving credit facilities. Also contributing to the fluctuation were dividend payments and stock repurchases, which combined resulted in cash outflows of \$15.0 million in the first quarter of 2018 as compared to \$37.3 million in the first quarter of 2017.

Certain Factors Affecting Forward-Looking Statements

Certain statements in this Quarterly Report on Form 10-Q contain forward-looking statements regarding business strategies, market potential, future financial performance and other matters. The words "believe," "expect," "estimate," "could," "should," "intend," "may," "plan," "seek," "anticipate," "project" and similar expressions, among others, generally identify "forward-looking statements". These forward-looking statements are subject to certain risks and uncertainties that could cause actual results and

events to differ materially from those anticipated in the forward-looking statements, including those described under Item 1A. "Risk Factors" in our 2017 Annual Report on Form 10-K.

Our actual financial results may be different from those projected due to the inherent nature of projections. Given these uncertainties, forward-looking statements should not be relied on in making investment decisions. The forward-looking statements contained in this Form 10-Q speak only as of the date of its filing. Except where required by applicable law, we expressly disclaim a duty to provide updates to forward-looking statements after the date of this Form 10-Q to reflect subsequent events, changed circumstances, changes in expectations, or the estimates and assumptions associated with them. The forward-looking statements in this Form 10-Q are intended to be subject to the safe harbor protection provided by the federal securities laws.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

For quantitative and qualitative disclosures about market risk, refer to the following section of our 2017 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, 2017.

As of March 31, 2018, we had \$533.1 million in long-term floating rate obligations outstanding. These obligations fluctuate with market interest rates. By way of comparison, a 50 basis points increase or decrease in the average interest rate for these obligations would result in a change in annualized interest expense of approximately \$2.7 million. The fair value of our total debt, based on bid and ask quotes for the related debt, totaled \$3.30 billion as of March 31, 2018 and \$3.16 billion as of December 31, 2017.

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, 2018. 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, 2018, 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

Other than ordinary, routine litigation incidental to our business, neither we nor any of our subsidiaries currently is party to any material pending legal proceeding.

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 2017 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. The information below represents an update to the cybersecurity risk factor disclosed in our 2017 Form 10-K and should be read in conjunction with the other risk factors and information described therein.

Our efforts to minimize the likelihood and impact of adverse cybersecurity incidents and to protect our technology and confidential information may not be successful and our business could be negatively affected

Our information technology systems are critically important to operating our business efficiently and effectively. We rely on our information technology systems to manage our business data, communications, news and advertising content, digital products, order entry, fulfillment and other business processes. As such, we are exposed to various cybersecurity threats, including but not limited to, threats to our information technology infrastructure, and unauthorized attempts to gain access to our confidential information, including third parties which receive our confidential information for business purposes. We take significant measures to mitigate cybersecurity risks and defend our company against such attacks, including by conducting regular periodic training of our employees as to the protection of sensitive information and training intended to prevent the success of "phishing" attacks.

While we believe that we have implemented effective cybersecurity policies, procedures and capabilities, due to the evolving nature and ever-increasing abilities of cyber-attacks, we may not be successful in detecting, reporting or responding to cyber incidents in a timely manner. Depending on the severity of the breach or cyber-attack, such events could result in business interruptions, disclosure of nonpublic information, loss of sales and customers, misstated financial data, liabilities for stolen assets or information, diversion of our management's attention, transaction errors, processing inefficiencies, increased cybersecurity protection costs, litigation, and financial consequences, any or all of which could adversely affect our business operations and reputation. We maintain cyber risk insurance, but this insurance may be insufficient to cover all of our losses from any future breaches of our systems.

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

On September 19, 2017, we announced that our Board of Directors authorized a new share repurchase program for up to \$300.0 million of our common stock over three years. During the first quarter of 2018, no shares were repurchased. As of March 31, 2018, approximately \$285.0 million remained available for repurchase under this authorization.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

None.

Item 5. Other Information

None.

Item 6. Exhibits

<u>Exhibit Number</u>	<u>Description</u>	<u>Location</u>
3-1	Third Restated Certificate of Incorporation of TEGNA Inc.	Incorporated by reference to Exhibit 3-1 to TEGNA Inc.'s Form 10-Q for the fiscal quarter ended April 1, 2007.
3-1-1	Amendment to Third Restated Certificate of Incorporation of TEGNA Inc.	Incorporated by reference to Exhibit 3-1 to TEGNA Inc.'s Form 8-K filed on May 1, 2015.
3-1-2	Amendment to Third Restated Certificate of Incorporation of TEGNA Inc.	Incorporated by reference to Exhibit 3-1 to TEGNA Inc.'s Form 8-K filed on July 2, 2015.
3-2	By-laws, as amended through February 22, 2018.	Incorporated by reference to Exhibit 3-1 to TEGNA Inc.'s Form 8-K filed on February 27, 2018.
10-1	Form of Executive Officer Restricted Stock Unit Award Agreement.*	Attached.
10-2	Form of Executive Officer Performance Share Award Agreement.*	Attached.
31-1	Rule 13a-14(a) Certification of CEO.	Attached.
31-2	Rule 13a-14(a) Certification of CFO.	Attached.
32-1	Section 1350 Certification of CEO.	Attached.
32-2	Section 1350 Certification of CFO.	Attached.
101	The following financial information from TEGNA Inc. Quarterly Report on Form 10-Q for the quarter ended March 31, 2018, formatted in XBRL includes: (i) Condensed Consolidated Balance Sheets at March 31, 2018 and December 31, 2017, (ii) Consolidated Statements of Income for the three months ended March 31, 2018 and March 31, 2017, (iii) Consolidated Statements of Comprehensive Income for the three months ended March 31, 2018 and March 31, 2017, (iv) Condensed Consolidated Cash Flow Statements for the three months ended March 31, 2018 and March 31, 2017, and (v) the notes to unaudited condensed consolidated financial statements.	Attached.

We agree to furnish to the Commission, upon request, a copy of each agreement with respect to long-term debt not filed herewith in reliance upon the exemption from filing applicable to any series of debt representing less than 10% of our total consolidated assets.

*Asterisks identify management contracts and compensatory plans or arrangements.

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, 2018

TEGNA INC.

/s/ Clifton A. McClelland III

Clifton A. McClelland III

Senior Vice President and Controller

(on behalf of Registrant and as Chief Accounting Officer)

**AWARD AGREEMENT
STOCK UNITS**

The Executive 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. 2001 Omnibus Incentive Compensation Plan (Amended and Restated as of May 4, 2010), as amended, as set forth below.

This Award Agreement and the enclosed Terms and Conditions effective as of March 1, 2018, 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: Location:

Grant Date: 3/1/18

Stock Unit Commencement Date: 3/1/18

Stock Unit Expiration Date: 2/28/22

Stock Unit Vesting Schedule: 25% of the Stock Units shall vest on 2/28/19*
25% of the Stock Units shall vest on 2/29/20*
25% of the Stock Units shall vest on 2/28/21*
25% of the Stock Units shall vest on 2/28/22*

Payment Date: 25% of the Stock Units shall be paid on 3/1/19*
25% of the Stock Units shall be paid on 3/1/20*
25% of the Stock Units shall be paid on 3/1/21*
25% of the Stock Units shall be paid on 3/1/22*

* 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:

TEGNA Inc.

By: _____

Jeffery Newman

Senior Vice President/Human Resources

Employee's Signature or Acceptance by
Electronic Signature

STOCK UNITS
TERMS AND CONDITIONS
Under the
TEGNA Inc.

2001 Omnibus Incentive Compensation Plan (Amended and Restated as of May 4, 2010)

These Terms and Conditions, dated March 1, 2018, 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”) 2001 Omnibus Incentive Compensation Plan (Amended and Restated as of May 4, 2010), as amended (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, (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.

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, 14 and 15, 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.

6. Cancellation of Stock Units.

(a) Termination of Employment. Subject to Sections 7, 14 and 15, 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. Pursuant to its recoupment policy, the Company may forfeit an Employee's Stock Units or recover shares of Common Stock issued in connection with a Stock Unit. Generally, under the Company's recoupment policy, if the Company is required to prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, and the Committee determines that:

- (i) the fraud or intentional misconduct of the Employee contributed (either directly or indirectly) to the noncompliance that resulted in the obligation to restate the Company's financial statements; and
- (ii) a lower award of Stock Units would have been made to the Employee had it been based upon the restated financial results;

then the Company may, to the extent permitted by applicable law, and subject to the approval of the Committee, forfeit Stock Units awarded to the Employee or seek to recoup shares of Common Stock issued in connection with Stock Units in excess of the amount that would have been received under the accounting restatement. In each such instance, the Company may seek to forfeit the Employee's relevant Stock Units or seek to recover the relevant Common Stock issued in connection with a Stock Unit granted or issued during the three-year period preceding

the date the Company is required to prepare the accounting restatement, regardless of whether the Employee is then employed by the Company. In addition, the Company may assert any other remedies that may be available to the Company, including, without limitation, those available under Section 304 of the Sarbanes-Oxley Act of 2002.

7. Death, Disability, Retirement. In lieu of the Vesting Schedule set forth in the Award Agreement, 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, or termination of employment after both attaining age 55 and completing at least 5 years of service, 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 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.

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.

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 Executive 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 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 7950 Jones Branch Drive, McLean, Virginia 22107, 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 Article 15 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 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 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 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 30 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 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.
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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 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 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 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 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 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.

AWARD AGREEMENT

PERFORMANCE SHARES

The Executive 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. 2001 Omnibus Incentive Compensation Plan (Amended and Restated as of May 4, 2010), as amended, as set forth below.

This Award Agreement and the enclosed Terms and Conditions effective as of March 1, 2018, 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:	Location:
Grant Date:	March 1, 2018
Performance Period Commencement Date:	March 1, 2018
Performance Period End Date:	February 28, 2021
Performance Share Payment Date:	On a date specified by the Committee that is within 30 days after the Performance Period End Date
Target Number of Performance Shares:	_____*

* 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: _____
Jeffery Newman
Senior Vice President/Human Resources

Employee’s Signature or Acceptance by
Electronic Signature

**PERFORMANCE SHARES
TERMS AND CONDITIONS
Under the
TEGNA Inc.**

2001 Omnibus Incentive Compensation Plan (Amended and Restated as of May 4, 2010)

These Terms and Conditions, dated March 1, 2018, 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”) 2001 Omnibus Incentive Compensation Plan (Amended and Restated as of May 4, 2010), as amended (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.

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,

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. Pursuant to its recoupment policy, the Company may forfeit an Employee's Performance Shares or recover shares of Common Stock issued in connection with a Performance Share. Generally, under the Company's recoupment policy, if the Company is required to prepare an accounting restatement due to the material noncompliance of the Company with any financial reporting requirement under the securities laws, and the Committee determines that:

- (i) the fraud or intentional misconduct of the Employee contributed (either directly or indirectly) to the noncompliance that resulted in the obligation to restate the Company's financial statements; and
- (ii) a lower award of Performance Shares would have been made to the Employee had it been based upon the restated financial results;

then the Company may, to the extent permitted by applicable law, and subject to the approval of the Committee, forfeit Performance Shares awarded to the Employee or seek to recoup shares of Common Stock issued in connection with Performance Shares in excess of the amount that would have been received under the accounting restatement. In each such instance, the Company may seek to forfeit the Employee's relevant Performance Shares or seek to recover the relevant Common Stock issued in connection with a Performance Shares granted or issued during the three-year period preceding the date the Company is required to prepare the accounting restatement, regardless of whether the Employee is then employed by the Company. In addition, the Company may assert any other remedies that may be available to the Company,

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 employment of the Employee shall terminate 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, or termination of employment after both attaining age 55 and completing at least 5 years of service, 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 Commencement Date to the Performance Period End Date.

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 Executive Compensation Committee of the Board of Directors of the Company (the "Committee") in its sole discretion 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 7950 Jones Branch Drive, McLean, Virginia

22107, 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 Article 15 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 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 2018-2019 Compensation Adjusted EBITDA versus the Company's 2018-2019 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 2018-2019 FCF as a Percentage of Total Revenue versus the Company's 2018-2019 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:

“2018 Target Compensation Adjusted EBITDA” means the target Compensation Adjusted EBITDA amount set by the Committee at its February 22, 2018 Committee meeting.

“2019 Target Compensation Adjusted EBITDA” means such amount set by the Committee, in its sole discretion, in the first 60 days of 2019.

“2018-2019 Target Compensation Adjusted EBITDA” means the sum of the 2018 Target Compensation Adjusted EBITDA and the 2019 Target Compensation Adjusted EBITDA.

“2018 Target Compensation Free Cash Flow as a Percentage of Target Revenue” means the target 2018 Compensation Free Cash Flow as a percentage of target revenue set by the Committee at its February 22, 2018 Committee meeting.

“2019 Target Compensation Free Cash Flow as a Percentage of Target Revenue” means the target 2019 Compensation Free Cash Flow as a percentage of target revenue set by the Committee, in its sole discretion, in the first 60 days of 2019.

“2018-2019 Target FCF as a Percentage of Target Revenue” means the average, weighted on the basis of the respective 2018 and 2019 target revenue amounts set by the Committee, of the 2018 Target Compensation Free Cash Flow as a Percentage of Target Revenue and the 2019 Target Compensation Free Cash Flow as a Percentage of Target Revenue.

“Actual 2018-2019 Compensation Adjusted EBITDA” means the Company’s aggregate Compensation Adjusted EBITDA for its 2018 and 2019 fiscal years.

“Actual 2018-2019 Compensation Free Cash Flow” means the Company’s aggregate Compensation Free Cash Flow for its 2018 and 2019 fiscal years.

“Actual 2018-2019 Compensation Total Revenue” means the Company’s aggregate Compensation Total Revenue for its 2018 and 2019 fiscal years.

“Actual 2018-2019 FCF as a Percentage of Total Revenue” means the Actual 2018-2019 Compensation Free Cash Flow divided by the Actual 2018-2019 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.

“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 2018 or 2019, the Target Number of Performance Shares; and
- (ii) If the Change in Control occurs in 2020 or later, the number of Performance Shares earned based on actual performance in 2018 and 2019 as determined by the Committee as constituted immediately prior to the Change in Control.

Feb. 2018

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, 2018

CERTIFICATIONS

I, Victoria D. Harker, 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/ Victoria D. Harker

Victoria D. Harker

Chief Financial Officer (principal financial officer)

Date: May 8, 2018

**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, 2018 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) 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, 2018

**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, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Victoria D. Harker, 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) 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/ Victoria D. Harker

Victoria D. Harker

Chief Financial Officer (principal financial officer)

May 8, 2018

