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

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported) August 4, 2023**

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**TEGNA INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**1-06961**  
(Commission  
File Number)

**16-0442930**  
(IRS Employer  
Identification No.)

**8350 Broad Street, Suite 2000, Tysons, Virginia 22102-5151**  
(Address of Principal Executive Offices) (Zip Code)

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

**Not Applicable**

(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$1.00 par value	TGNA	New York Stock Exchange

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

Emerging growth company

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

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**Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

On August 4, 2023, the Board of Directors of TEGNA Inc. (the “Company”) adopted the following special cash retention and restricted stock unit awards, subject to the provisions of the Cash Retention Award Agreement and Restricted Stock Unit Award Agreement, the forms of which are filed as Exhibits 10.1 and 10.2, respectively, to this Form 8-K:

<u>Name and Title</u>	<u>Cash Retention Award (1)</u>	<u>RSU Award (2)</u>	<u>Total</u>
David T. Lougee <i>President and Chief Executive Officer</i>	\$ 2,400,000	\$ 3,600,000	\$6,000,000
Lynn B. Trelstad <i>Executive Vice President and Chief Operating Officer – Media Operations</i>	\$ 600,000	\$ 900,000	\$1,500,000
Clifton A. McClelland <i>Senior Vice President, Controller</i>	\$ 300,000	\$ 450,000	\$ 750,000

- (1) The cash retention awards will be paid in two equal installments provided that the executive remains in continuous employment with the Company or any of its subsidiaries through August 6, 2024, for the first cash retention payment and through August 6, 2025, for the second cash retention payment. Grantees will be eligible for, and the Company will pay to them, to the extent not previously paid, both of the cash retention payments if, before August 6, 2025, the Company terminates employment with the Company or its affiliates without Cause (as such term is defined in the Cash Retention Award Agreement), employment is terminated by reason of permanent disability (as determined under the Company’s Long Term Disability Plan) or grantee terminates employment for Good Reason (as such term is defined in the Cash Retention Award Agreement).
- (2) The restricted stock units (“RSUs”) entitle the grantee to receive one share of the Company’s common stock for each RSU granted. The number of RSU’s will be calculated based on the opening price of the Company’s common stock on August 7, 2023. The RSU’s will vest 50% on August 6, 2024, and 50% on August 6, 2025, provided that the executive remains in continuous employment with the Company or any of its subsidiaries until each such date. Unvested RSUs under each of the grants are subject to forfeiture upon the occurrence of certain events related to termination of employment. The grants can vest, on a pro rata basis, at an earlier date upon death or permanent disability (as determined under the Company’s Long Term Disability Plan) of the recipient of the award. Under the terms of the Restricted Stock Unit Award Agreement, grants become fully vested in the event of a termination without Cause or a termination for Good Reason within the 24-month period following a Change in Control (as each term is defined in the Restricted Stock Unit Award Agreement).

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**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.

The following exhibits are filed or furnished, as appropriate, as part of this Current Report on Form 8-K:

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">Form of Cash Retention Award Agreement.</a>
10.2	<a href="#">Form of Restricted Stock Unit Award Agreement.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**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 hereunto duly authorized.

Date: August 9, 2023

TEGNA Inc.

By: /s/ Marc S. Sher

Marc S. Sher

Vice President, Associate General Counsel and Secretary

## Form of Cash Retention Award Agreement

Your role in the overall growth and success of TEGNA Inc. (“**TEGNA**” or the “**Company**”) and its relevant businesses is critical. The Company is offering you the following retention payments described in this **2023 Retention Agreement (hereinafter, the “2023 Agreement”)**.

**1. Retention Bonus**

Subject to the terms of this 2023 Agreement, you shall be eligible for, and the Company shall pay to you, two retention payments. The first payment is \$###,### (the “**First Retention Payment**”), provided that you remain in continuous employment with the Company or its affiliates through August 6, 2024 (the “**First Retention Date**”). The second payment is \$###,### (the “**Second Retention Payment**”, and collectively with the First Retention Payment, the “**Retention Payments**”), provided that you remain in continuous employment with the Company or its affiliates through August 6, 2025 (the “**Second Retention Date**”). Notwithstanding the foregoing, you shall be eligible for, and the Company shall pay to you, to the extent not previously paid, both of the Retention Payments if, before the Second Retention Date, (a) the Company terminates your employment with the Company or its affiliates without Cause, (b) your employment is terminated by reason of your permanent disability (as determined under the Company’s Long Term Disability Plan) or (c) you terminate your employment for “Good Reason” (each such termination, a “**Qualifying Termination**”), in each case subject to your satisfaction of the Release Requirement (as defined in Section 7).

You shall not be eligible for, and shall not be paid, any of the respective Retention Payments if your employment with the Company is terminated for any reason other than a Qualifying Termination on or prior to the applicable Retention Date, including, without limitation, a termination due to voluntary resignation without Good Reason, death or termination for Cause.

**2. Payment Dates**

If you are eligible to receive a Retention Payment, the Company shall pay such Retention Payment to you in one lump sum cash payment (net of applicable withholdings and deductions) on the first regularly scheduled payroll date after the applicable Retention Date or, if earlier, within 45 days after the date of your Qualifying Termination, subject to your satisfaction of the Release Requirement.

**3. Retention Payments**

For purposes of this 2023 Agreement and any other severance, change in control plan, or similar plan or policy, the Retention Payments shall be treated as retention payments and not severance payments. Accordingly, the Retention Payments shall not offset any other severance or similar obligation of the Company under any other plan or policy.

**4. Definitions**

The following terms shall have the following meanings:

- A. “**Cause**” shall mean (i) conviction of or pleading guilty or no contest to charges of any felony; (ii) conduct that constitutes fraud or dishonesty; (iii) material non-performance of material duties and such breach or failure was not cured within 30 days after receiving written notice from the Company thereof; (iv) gross misconduct or violation of a Company policy that customarily results in the termination of an executive following investigation; (v) intentionally and knowingly engaging in any material unauthorized use or disclosure of any proprietary or confidential information or trade secrets of the Company; (iv) abuse of alcohol or drugs; and/or (vii) gross insubordination.

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- B. **“Good Reason”** shall mean the occurrence of any of the following without your written consent: (i) a material diminution in your base compensation; (ii) a material diminution in your authority, duties or responsibilities; (iii) a change in the geographic location(s) at which you must perform the services at a location 35 or more miles farther from your current residence; and/or (iv) any other action or inaction that constitutes a material breach of this 2023 Agreement where the Company has failed to cure the breach within thirty calendar days after receiving written notice. You must provide notice to the Company of the existence of Good Reason within ninety (90) calendar days of the initial existence of the condition and provide the Company with at least thirty (30) calendar days to remedy the condition. The separation from service on account of Good Reason must occur within one hundred fifty (150) calendar days after the initial existence of any one or more of these conditions.

#### 5. **At-will Employment**

Nothing in this 2023 Agreement shall change your status as an at-will employee of the Company, meaning that either the Company or you may terminate the employment relationship at any time and for any reason. In addition, for purposes of clarity and the avoidance of doubt, nothing in this 2023 Agreement shall change, modify or alter in any way your participation or rights in any Company plan, program, or arrangement in which you are participating or under which you have rights.

#### 6. **Section 409A**

It is intended that payments made under this 2023 Agreement shall not result in penalty taxes or accelerated taxation pursuant to Section 409A of the Internal Revenue Code of 1986, as amended (the **“Code”**), and this 2023 Agreement shall be interpreted and administered in accordance with that intent. If any provision of this 2023 Agreement would otherwise conflict with or frustrate this intent, that provision will be interpreted and deemed amended so as to avoid the conflict. Any payments that qualify for the **“short-term deferral”** exception under Section 409A of the Code shall be paid under that applicable exception. Any references to termination of employment, date of termination or similar term shall mean and refer to the date of your **“separation from service,”** as that term is defined in Section 409A of the Code and Treasury Regulation Section 1.409A-1(h). Notwithstanding any other provision of this 2023 Agreement to the contrary, if you are considered a **“specified employee”** for purposes of Section 409A of the Code (as determined in accordance with the methodology established by the Company as in effect on the termination date), any payment under this 2023 Agreement that constitutes non-exempt, nonqualified deferred compensation within the meaning of Section 409A of the Code that is otherwise due to you under this 2023 Agreement during the six (6)-month period immediately following your separation from service (as determined in accordance with Section 409A of the Code) on account of your separation from service shall be accumulated and paid to you on the first (1st) business day of the seventh (7th) month following your separation from service (the **“Delayed Payment Date”**) to the extent required to avoid penalty under Section 409A of the Code. If you die during the postponement period, the amounts and entitlements delayed on account of Section 409A of the Code shall be paid to the personal representative of your estate on the earlier of the Delayed Payment Date and thirty (30) calendar days after the date of your death. Each payment under this 2023 Agreement shall be treated as a separate payment for purposes of Section 409A of the Code.

#### 7. **Release of Claims**

Payment of the Retention Payments in connection with a Qualifying Termination is conditioned on your execution and non-revocation of a release of claims substantially similar to the attached Release of Claims (Attachment 1) within 33 calendar days of your separation from service with TEGNA (the **“Release Requirement”**). If such a Release does not become effective and non-revocable within that 33-day period, then you shall forfeit all claims to the payment giving rise to the condition that you execute the Release.

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TEGNA shall provide you with a copy of Attachment “A” ready for execution within three calendar days after the event triggering the need for a release of claims.

**8. Miscellaneous**

For the avoidance of doubt, this 2023 Agreement shall not supersede any other agreements between the Company and you, which shall remain in full force and effect. This 2023 Agreement is personal to you and shall not be assignable by you other than by will or the laws of descent and distribution. This 2023 Agreement shall inure to the benefit of and be enforceable by your legal representatives. This 2023 Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. No provision of this 2023 Agreement shall be modified or amended except by an instrument in writing duly executed by the parties hereto.

**9. Governing Law**

This 2023 Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Virginia, except with respect to its choice of law provisions, the application of which would render this Agreement subject to the laws of another jurisdiction.

**10. Attorneys’ Fees**

In any action to enforce the terms of this 2023 Agreement, the substantially prevailing party shall be entitled to recover from the other party all of its or his reasonable costs and expenses, including reasonable attorneys’ fees and expert fees, incurred in the course of such litigation. Such payment shall be made within 15 days after the conclusion of the litigation.

**11. Amendment**

This 2023 Agreement may only be amended or modified in a written instrument executed by both you and the Company.

**12. Notice**

All notice required or permitted under this 2023 Agreement shall be in writing and be deemed effective when transmitted.

In order to be eligible to receive the Retention Payments, it is important that you sign this 2023 Agreement and return it to Human Resources (via DocuSign) as soon as practicable.

Sincerely,

**TEGNA INC.**

By: \_\_\_\_\_

Jeffery Newman  
SVP, Chief Human Resources Officer

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Agreed and Acknowledged:

Name: \_\_\_\_\_

Date: \_\_\_\_\_



**Release of Claims**

**This Release of Claims** (this “**Agreement**”) is entered into by you [ ] and TEGNA Inc. (the “**Company**”) in connection with your separation from employment with the Company and in accordance with the TEGNA Inc. Executive Severance Plan (the “**Plan**”). Capitalized terms used and not defined herein shall have the meanings provided in the Plan. You and the Company agree to the following:

- (1) **Date of Termination.** Your final day as an employee of the Company is , 20 (the “**Date of Termination**”).
- (2) **Severance Amount.** Provided that you execute this Agreement, do not later revoke your acceptance, and that this Agreement becomes effective and non-revocable on or before , 20 , you will receive a lump sum cash payment in the amount of \$ , less legally-required withholdings, payable on .
- (3) **Release Deadline.** You will receive the benefit described in paragraph 2 above only if you sign this Agreement on or before , 20 . In exchange for and in consideration of the benefits offered to you by the Company in paragraph 2 above, which you acknowledge are in excess of any benefits to which you would otherwise be entitled, you agree to the terms of this Agreement.
- (4) **Release of Claims.** You agree that this is a full and complete Release of Claims. Accordingly, you and the Company agree as follows:

(a) The Release of Claims means that you, on your behalf and on behalf of your heirs, administrators, representatives, executors and assigns, agree to give up forever any and all legal claims, or causes of actions, you may have, or think you have, against the Company, any of its subsidiaries, related or affiliated companies, including any predecessor or successor entities, and their respective current and former directors, officers, and employees (collectively, the “**Company Parties**”). This Release of Claims includes all legal claims that arose at any time before or at the time you sign this Agreement; it also includes those legal claims of which you know and are aware, as well as any legal claims of which you may not know or be aware, including claims for breach of contract, claims arising out of any employment agreement you may have or under the Plan, claims of intentional or negligent infliction of emotional distress, defamation, breach of implied covenant of good faith and fair dealing, and any other claim arising from, or related to, your employment by the Company. In addition, the Company Parties agree to give up forever any and all legal claims, or causes of action, they may have or think they may have against you, including all legal claims that arose at any time before or at the time you sign this Agreement, whether known to the Company Parties or not.

Notwithstanding the foregoing, by executing this Release of Claims, (i) you will not forfeit or release your right to receive your vested benefits under the TEGNA Retirement Plan, the TEGNA 401(k) Savings Plan, the TEGNA Supplemental Retirement Plan, the TEGNA Inc. 2020 Omnibus Incentive Compensation Plan, and/or the TEGNA Inc. Deferred Compensation Plan (but you will forfeit your right to receive any further severance or annual bonus award); any rights to indemnification and advancement of expenses under the Company’s By-laws and/or directors’ and officers’ liability insurance policies; any other rights under the Plan that are intended to survive a termination of employment; any legal claims or causes of action arising out of actions allegedly taken by the Company after the date of your execution of this Agreement; any rights you have under applicable workers compensation laws; any benefits or monies paid in the normal course to employees separating from employment such as payment of accrued but unused

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vacation and reimbursement of valid and appropriate business expenses; or any other claims that cannot lawfully be released; and (ii) none of the Company Parties will forfeit or release any right to recoup compensation under the claw back provisions of any plan or policy of the Company or applicable law; any rights under the Plan which are intended to survive a termination of employment (including, but not limited to, your confidentiality obligations); any claims based on your fraud or conduct which was committed in bad faith or arising from your active and deliberate dishonesty; or any legal claims or causes of action arising out of actions allegedly taken by you after the date of your execution of this Agreement. The matters referenced in clauses (i) and (ii) of this paragraph are referred to as the “**Excluded Matters.**”

(b) Several laws of the United States and of the Commonwealth of Virginia create claims for employees in various circumstances. These laws include the Age Discrimination in Employment Act of 1967, as amended by the Older Worker Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Family and Medical Leave Act, the Employee Retirement Income Security Act, the Americans With Disabilities Act, the Genetic Information Non-discrimination Act, and the Virginia Human Rights Act. Several of these laws also provide for the award of attorneys’ fees to a successful plaintiff. You agree that this Release of Claims specifically includes any possible claims under any of these laws or similar federal, state or local laws, including any claims for attorneys’ fees.

(c) By referring to specific laws we do not intend to limit the Release of Claims to just those laws. All legal claims for money damages, or any other relief that relate to or are in any way connected with your employment with the Company or any of its subsidiaries, related or affiliated companies, are included within this Release of Claims, even if they are not specifically referred to in this Agreement. The only legal claims that are not covered by this Release of Claims are the Excluded Matters.

(d) Except for the Excluded Matters, we agree that neither party will say later that some particular legal claim or claims are not covered by this Release of Claims because we or you were unaware of the claim or claims, because such claims were overlooked, or because you or we made an error.

(e) We specifically confirm that, as far as you or the Company know, no one has made any legal claim in any federal, state or local court or government agency relating to your employment, or the ending of your employment, with the Company. If, at any time in the future, such a claim is made by you or the Company, or someone acting on behalf of you or the Company, or by some other person or a governmental agency, you and the Company agree that each will be totally and completely barred from recovering any money damages or remedy of any kind, except in the case of any legal claims or causes of action arising out of any of the Excluded Matters. This provision is meant to include claims that are solely or in part on your behalf, or on behalf of the Company, or claims which you or the Company have or have not authorized.

(5) Protected Rights. This Agreement, and the Release of Claims, will not prevent you from filing any future administrative charges or complaints with the Securities and Exchange Commission (SEC), the National Labor Relations Board (NLRB), the United States Equal Employment Opportunity Commission (EEOC) or a state fair employment practices (FEP) agency about a potential violation of federal or state law or regulation. Nor does this Agreement and Release of Claims prevent you from communicating with the NLRB, EEOC, SEC or any other federal governmental agency or from participating in or cooperating with the NLRB, EEOC or a state FEP agency, SEC or other federal government agency in any investigation or legal action undertaken by that agency, including providing documents or other information, without notice to the Company. This does not mean that you may collect any monetary damages or receive any other remedies from charges filed with or actions by the NLRB, EEOC or a state FEP agency; such an individual award of damages or remedies would be precluded by paragraph 4(e) above. However, this Agreement, and the Release of Claims, does not limit your right to receive an award for information provided to the SEC related to a possible violation of the federal securities

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laws. In addition, notwithstanding any provisions of this Agreement or Company policy regarding the disclosure of trade secrets or confidential information, pursuant to section 7 of the Defend Trade Secrets Act of 2016 (“DTSA”), you cannot be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret if that disclosure is made (i) in confidence to a federal, state or local government official, either directly or indirectly, or to any attorney, and for the sole purpose of reporting or investigating a suspected violation of law, or (ii) in a complaint or other document filed in a lawsuit or similar proceeding, provided that filing is made under seal.

(6) Cooperation. You agree to fully cooperate and assist the Company in the defense of any investigations, claims, charges, arbitrations, grievances, or lawsuits brought against the Company or any of its operations, or any officers, employees or directors the Company or any of its operations, as to matters of which you have personal knowledge necessary, in the Company’s judgment, for the defense of the action. You agree to provide such assistance reasonably consistent with the requirements of your other obligations and the Company agrees to pay your reasonable out-of-pocket expenses incurred in connection with this assistance and such expenses will be paid in accordance with Treasury Regulation 1.409A-3(i)(1)(iv)(A). The Company agrees to fully cooperate and assist you in the defense of any third-party claims, charges, arbitrations, grievances or lawsuits brought against you as a co-defendant with the Company or any of its operations, officers, employees or directors, except with respect to any such matters arising out of clause (ii) of the Excluded Matters.

(7) Entire Agreement. You agree that this Agreement contains all of the details of the agreement between you and the Company with respect to the subject matter hereof. Nothing has been promised to you, either in some other written document or orally, by the Company or any of its officers, employees or directors, that is not included in this Agreement.

(8) No Admission. Nothing contained in this Agreement will be deemed or construed as an admission of wrongdoing or liability on the part of Company Parties.

(9) Governing Law and Venue. All matters affecting this Agreement, including the validity thereof, are to be governed by, and interpreted and construed in accordance with, the laws of the Commonwealth of Virginia applicable to contracts executed in and to be performed in that State. The parties agree to submit to the jurisdiction of the federal and state courts sitting in Delaware, for all purposes relating to the validity, interpretation, or enforcement of this Agreement.

(10) Time to Consider; Effectiveness. Please review this Agreement carefully. We advise you to talk with an attorney before signing this Agreement. So that you may have enough opportunity to think about this offer, you may consider this Agreement for twenty-one (21) days from the date of termination of your employment. You acknowledge that this Agreement was made in connection with your participation in the Plan and was available to you both prior to and immediately at the time of your termination of employment. For that reason you acknowledge and agree that the twenty-one (21)-day consideration period identified in this paragraph commenced to run, without any further action by the Company, immediately upon your being advised of the termination of your employment. Consequently, if you desire to execute this Agreement, you must do so no later than \_\_\_\_\_, 20\_\_\_\_. Should you accept all the terms by signing this Agreement on or before \_\_\_\_\_, 20\_\_\_\_, you may nevertheless revoke this Agreement within seven (7) days after signing it by notifying \_\_\_\_\_ in writing of your revocation. We will provide a courtesy copy to your attorney, if you retain one to represent you. If you choose to retain counsel to review and advise you concerning this Agreement that shall be considered a personal expense on your part and not be reimbursed or indemnified. Any changes made to this Agreement prior to its execution and as a result of your review shall not re-start the twenty-one (21)-day consideration period identified in this paragraph. If you wish to accept this Agreement, please confirm your acceptance of the terms of the Agreement by signing the original of this Agreement in the space provided below. The Agreement will become effective, and its terms will be carried out, beginning on the day following the seven (7)-day revocation period.

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(11) Knowing and Voluntary. By signing this Agreement you agree that you have carefully read this Agreement and understand its terms. You also agree that you have had a reasonable opportunity to think about your decision, to talk with an attorney or advisor of your choice, that you have voluntarily signed this Agreement, and that you fully understand the legal effect of signing this Agreement.

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**EMPLOYEE**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
**TEGNA INC.**

**By:**  
**Title:**

## Form of Restricted Stock Unit Award Agreement

**AWARD AGREEMENT  
STOCK UNITS**

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

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

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

Please keep the enclosed Terms and Conditions for future reference.

Employee:

<b>Grant Date:</b>	<b>8/7/2023</b>
Stock Unit Commencement Date:	8/7/2023
Stock Unit Expiration Date:	8/6/2025
Stock Unit Vesting Schedule:	50% of the Stock Units shall vest on 8/6/2024* 50% of the Stock Units shall vest on 8/6/2025*
Payment Date:	50% of the Stock Units shall be paid on 8/7/2024* 50% of the Stock Units shall be paid on 8/7/2025*

\* 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:                      Quantity Granted:

TEGNA Inc.

\_\_\_\_\_  
Employee’s Signature or Acceptance by  
Electronic Signature

By: \_\_\_\_\_  
Jeffery Newman  
Senior Vice President/Human Resources

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

These Terms and Conditions, dated August 7, 2023, govern the grant of Restricted Stock Units (referred to herein as “Stock Units”) to the employee (the “Employee”) designated in the Award Agreement dated coincident with these Terms and Conditions. The Stock Units are granted under, and are subject to, the TEGNA Inc. (the “Company”) 2020 Omnibus Incentive Compensation Plan (the “Plan”). Terms used herein that are defined in the Plan shall have the meanings ascribed to them in the Plan. If there is any inconsistency between these Terms and Conditions and the terms of the Plan, the Plan’s terms shall supersede and replace the conflicting terms herein.

1. Grant of Stock Units. Pursuant to the provisions of (i) the Plan, (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 and 14, the Stock Units shall vest in accordance with the Vesting Schedule specified in the Award Agreement to the extent that the Employee is continuously employed by the Company or its Subsidiaries until the Vesting

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

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

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7. Death, Disability, Involuntary Termination without Cause, Termination for Cause. In the event that the Employee's employment terminates on or prior to the Stock Unit Expiration Date by reason of death or permanent disability (as determined under the Company's Long Term Disability Plan), 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. In the event that the Employee's employment is involuntarily terminated by the Company without Cause on or prior to the Stock Unit Expiration Date, the Employee shall become fully vested in any unvested Stock Units as of the date of such termination.

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

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



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(v) material harm to the Company (financial, competitive, reputational or otherwise) caused by the Employee's gross negligence, intentional misconduct or knowing or reckless disregard of supervisory responsibility for a direct report who engaged in gross negligence or intentional misconduct.

The Committee, in its sole discretion, shall be responsible for making the determination whether an Employee's termination is for "Cause" or whether the Employee is involuntary terminated by the Company without "Cause", and its decision shall be binding on all parties.

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

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.

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11. Effect of Plan and these Terms and Conditions. The Plan is hereby incorporated by reference into these Terms and Conditions, and these Terms and Conditions are subject in all respects to the provisions of the Plan, including without limitation the authority of the Leadership Development and Compensation Committee of the Board of Directors of the Company (the "Committee") in its sole discretion to adjust awards and to make interpretations and other determinations with respect to all matters relating to the applicable Award Agreements, these Terms and Conditions, the Plan and awards made pursuant thereto. These Terms and Conditions shall apply to the grant of Stock Units made to the Employee on the date hereof and shall not apply to any future grants of Stock Units made to the Employee.

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

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

14. Change in Control Provisions.

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

(a) Definitions.

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

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

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(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

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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).

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

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

- any material misappropriation of funds or property of the Company or its affiliate by the Employee;
- unreasonable and persistent neglect or refusal by the Employee to perform his or her duties which is not remedied within 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;

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- 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

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- 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.

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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.

2023

US employees

Retention Awards