

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) August 2, 2022

THE E.W. SCRIPPS COMPANY

(Exact name of registrant as specified in its charter)

Ohio
(State or other jurisdiction of
incorporation)

001-10701
(Commission
File Number)

31-1223339
(I.R.S. Employer
Identification Number)

312 Walnut Street
Cincinnati, Ohio
(Address of principal executive offices)

45202
(Zip Code)

Registrant's telephone number, including area code: (513) 977-3000

Not Applicable

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

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
Class A Common Stock, par value \$0.01 per share	SSP	NASDAQ Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR § 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR § 240.12b-2).

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.

THE E.W. SCRIPPS COMPANY
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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 2, 2022, The E.W. Scripps Company (the “Company” or “Scripps”) entered into a new employment agreement with Adam P. Symson, its President and Chief Executive Officer. The new agreement replaces and supersedes his previous employment agreement with the Company dated as of January 1, 2020.

Term

The employment agreement has an initial term that expires on December 31, 2027, with successive automatic annual renewals, unless either party gives written notice at least 180 days prior to the expiration of the initial or renewed term. If a change in control of Scripps occurs within 2 years prior to the expiration of the term, then the term shall be extended so that it expires on the second anniversary of the change in control.

Compensation Levels

The employment agreement provides for (i) base salary at an annual rate of not less than \$1,275,000, effective January 1, 2023, (ii) a target annual incentive opportunity of not less than 110% of base salary, effective January 1, 2023, and (iii) a target long-term incentive opportunity of not less than \$4,200,000 for the 2023 fiscal year (which will be converted to a number of restricted share units per the long-term incentive plan). Mr. Symson also is entitled to reimbursement for up to \$15,000 per year in financial planning services, annual dues for one business club and the cost of an annual executive physical examination, as well as a one-time reimbursement of up to \$50,000 of attorney’s fees incurred in connection with the negotiation of the employment agreement.

One-Time Equity Award

The employment agreement provides for a one-time signing grant, effective August 2, 2022, of restricted stock units (“RSUs”) with an award value of \$8,000,000, which is allocated 70% to performance-based RSUs and 30% to time-based RSUs (collectively, the “One-Time Award”).

The performance-based RSUs will vest based on the extent to which the Company achieves two performance goals during the 5-year performance period commencing January 1, 2023 and ending December 31, 2027: (i) operating cash flow (65% of the total performance-based award), with annual operating cash flow goals established each year during the five-year period and the “target” being the cumulative 5-year total of the annual goals, and (ii) relative total shareholder return (“TSR”) compared to the U.S.-headquartered companies classified under the “Media” Global Industry Classification Standard (35% of the total performance-based award), with the “target” being either (x) a relative TSR ranking for three or more calendar years during the performance period (calculated at the end of each year) at or above the 50th percentile of the comparison group, or (y) an average relative TSR ranking over the performance period (with TSR calculated at the end of each year and then averaged based on the number of years in the performance period) at or above the 50th percentile of the comparison group. Each of the operating cash flow or TSR performance goal either is achieved at “target” or above, resulting in a 100% payout with respect to the units allocated to that goal (subject to Mr. Symson’s continued employment through the end of the performance period), or below target, resulting in a 0% payout with respect to the units allocated to that goal. If, prior to the end of the performance period, the Company terminates Mr. Symson’s employment other than for cause, or he terminates for good reason or due to death, then the performance-based RSUs will vest on a pro-rata basis, but only to the extent the performance targets have been achieved at that time (and assuming achievement at the “target” level if the date of termination occurs prior to December 31, 2023). If a change in control of Scripps occurs prior to the end of the performance period and while Mr. Symson is employed by Scripps, the performance-based RSUs will vest in full, but only to the extent the performance targets have been achieved at that time (and assuming achievement at the “target” level if the change in control occurs prior to December 31, 2023).

The time-based RSUs cliff vest on December 31, 2027, subject to Mr. Symson’s continued employment. If, prior to the vesting date, the Company terminates Mr. Symson’s employment other than for cause, or he terminates for good reason or due to death, then the time-based RSUs shall vest on a pro-rata basis. If a change in control of Scripps occurs prior to the vesting date and while Mr. Symson is employed by Scripps, then the time-based RSUs will vest in full.

Severance Benefits

The employment agreement provides that if the Company terminates Mr. Symson’s employment other than for cause or disability (including as a result of the non-renewal of the employment agreement by the Company), or if he terminates his employment for good reason, in either case prior to a change in control of Scripps, he would be eligible to receive: (i) a lump

sum cash payment equal to 2 times his annual base salary and target annual incentive, (ii) a pro-rated annual incentive for the year of termination based on actual performance results for the entire year, (iii) an amount equal to the cost for him (and his dependents) to obtain COBRA coverage under the Company's group health care plans for a 2-year period, payable in monthly installments over that period (or until he becomes covered by another health insurance plan), (iv) reimbursement for up to \$15,000 in financial planning expenses for the year of termination, and (v) accelerated vesting of outstanding equity awards, other than the One-Time Award, with performance-based awards vesting based on actual performance results for the entire performance period. Mr. Symson would receive the same benefits if the termination described above occurs during the 2-year period following a change in control, except that (x) the pro-rated annual incentive described in (ii) above would be based on "target" rather than actual performance, and (y) in addition, to the benefits described above, he would be entitled to receive a lump sum payment equal to the actuarial value of the additional benefits under the Company's qualified and supplemental defined benefit plans that he would have received if his age (but not years of service) at the time of termination were increased by 2 years.

If Mr. Symson provides timely written notice of his intention not to renew the employment agreement and terminates his employment at the expiration of the term, he will be entitled to receive: (i) a lump sum cash payment equal to one-half of his annual base salary and target annual incentive, (ii) a pro-rated annual incentive for the year of termination based on actual performance results for the entire year, (iii) an amount equal to the cost for him (and his dependents) to obtain COBRA coverage under the Company's group health care plans for 6 months, payable in monthly installments over that period (or until he becomes covered under another health insurance plan), (iv) reimbursement for up to \$15,000 in financial planning expenses for the year of termination, and (v) vesting under his outstanding equity awards, other than the One-Time Award, as if he had satisfied the definition of "retirement" upon his resignation.

If Mr. Symson's employment terminates as a result of his death or disability, he (or his estate) will be entitled to receive: (i) a lump sum cash payment equal to 1 year of his annual base salary, (ii) a pro-rated annual incentive for the year of termination based on actual performance results for the entire year, and (iii) an amount equal to the cost for him (and his dependents) to obtain COBRA coverage under the Company's group health care plans for a 2-year period, payable in monthly installments over that period (or until he becomes covered under another health insurance plan).

Restrictive Covenants

In exchange for the benefits described above, Mr. Symson must (i) sign a release of claims in favor of the Company, (ii) maintain the confidentiality of the Company's trade secret information in perpetuity, and (iii) refrain from competing with the Company or soliciting its employees for 18 months after his termination (or for 6 months after termination if he provides timely notice of non-renewal of the employment agreement).

The foregoing description of the employment agreement is qualified in its entirety by reference to the full text of the agreement, a copy of which is attached as Exhibit 10.1 to this Form 8-K.

On August 2, 2022, Scripps issued a press release relating to the matters described above. A copy of the press release is filed with this Form 8-K and is attached hereto as Exhibit 99.1.

Item 9.01 Financial Statements and Exhibits

Exhibit Number	Description of Item
10.1	Employment Agreement between The E.W. Scripps Company and Adam P. Symson
10.2	CEO Performance-Based Restricted Share Unit Agreement
10.3	CEO Time-Based Restricted Share Unit Agreement
99.1	Press release dated August 2, 2022

SIGNATURES

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

THE E.W. SCRIPPS COMPANY

BY: /s/ Daniel W. Perschke
Daniel W. Perschke
Vice President, Controller
(Principal Accounting Officer)

Dated: August 4, 2022

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this “Agreement”) is effective as of August 2, 2022 (the “Effective Date”), between The E.W. Scripps Company (the “Company”) and Adam P. Symson (“Executive”). In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Employment Term.

(a) Initial Term. The Company shall continue to employ Executive, and Executive accepts continued employment with the Company, upon the terms and subject to the conditions set forth in this Agreement, for the period beginning on the Effective Date and ending on December 31, 2027, unless terminated earlier pursuant to the provisions of this Agreement (the “Term”).

(b) Renewals. The Term shall be automatically renewed for successive one-year periods on the terms and subject to the conditions of this Agreement (including, without limitation, Section 8 hereof), commencing on January 1, 2028, and on each anniversary of that date thereafter, unless terminated earlier pursuant to the provisions of this Agreement or unless either the Company or Executive gives the other party written notice (in accordance with Section 10 hereof), at least 180 calendar days prior to the end of such initial or extended Term, of its or his intention not to renew this Agreement or the employment of Executive. For purposes of this Agreement, any reference to the “Term” of this Agreement shall include the original term and any extension thereof.

(c) Change in Control. Notwithstanding the foregoing, if a “Change in Control” (as defined in the Company’s Long-Term Incentive Plan as in effect on the Effective Date) shall occur within two years prior to the expiration of the Term, then the Term shall be extended so that it expires on the second anniversary of the date of the Change in Control.

2. Terms of Employment.

(a) Position and Duties. During the Term, Executive shall continue to be employed by the Company as President and Chief Executive Officer and shall report solely and directly to the Company’s Board of Directors (the “Board”). In addition, Executive shall serve as a member of the Company’s Board of Directors and thereafter during the Term shall be nominated for reelection as a member of the Board at each time that Executive’s term as a director would otherwise expire. Executive will perform such duties and responsibilities commensurate with his position and title, and such additional duties consistent with his position as may be reasonably assigned to him from time to time by the Board. Executive shall act at all times in compliance in all material respects with the material written policies, rules and decisions adopted from time to time by the Company and the Board and furnished to Executive and perform all of the duties and obligations required of him by this Agreement in a loyal and conscientious manner. Executive shall have authority to designate his direct reports; provided that nothing herein shall interfere with the Board’s authority to elect the Company’s corporate officers.

(b) Engaging in Other Activities. During the Term, Executive shall devote substantially all of his business time and attention to the Company and its controlled affiliates and shall not be employed by any other person or entity. Subject to Section 8, Executive may serve on civic or charitable boards and pursue personal investments, so long as such activities do not interfere in any material respect with the performance of Executive’s responsibilities as President and Chief Executive Officer in accordance with this Agreement, and, with the approval of the Board, may serve on no more than one corporate board unrelated to the Company (and retain all compensation in whatever form for such service).

(c) Location. Executive shall perform his duties and responsibilities hereunder principally at the Company’s corporate headquarters in Cincinnati, Ohio; provided that Executive may be required under reasonable business circumstances to travel outside of such location in connection with performing his duties under this Agreement.

(d) Affiliates. Executive agrees to serve, without additional compensation, as an officer and director of each of the other members of the Company’s controlled affiliates, as determined by the Board, and shall serve as the highest ranking officer of each of the Company’s controlled affiliates (other than any inactive affiliates). As used in this Agreement, the term “affiliate” shall mean any entity controlled by, controlling, or under common control with, the Company.

(e) Compensation Recovery Policy. Executive acknowledges and agrees that, notwithstanding any provision of this Agreement to the contrary, any incentive compensation or performance-based compensation granted to Executive hereunder shall be subject to repayment or recoupment obligations arising under applicable law or the Company's compensation recovery policy, as the same may be amended from time to time, on the same basis as other executive officers of the Company.

(f) Stock Ownership Guidelines. Executive acknowledges and agrees that he shall be subject to, and will comply with, the Company's stock ownership guidelines for the Chief Executive Officer position, as the same may be amended from time to time.

3. Compensation and Benefits.

(a) Base Salary. During the Term, the Company shall pay Executive an annualized base salary ("Annual Base Salary") of \$1,200,000 during the period commencing on the Effective Date and ending December 31, 2022, and of \$1,275,000 during each calendar year thereafter, which shall be payable in regular installments in accordance with the Company's normal payroll practices. During the Term, the Annual Base Salary shall be reviewed by the Board or a committee thereof at such time as the salaries of other senior executives of the Company are reviewed generally. The Annual Base Salary shall not be reduced other than in connection with an across-the-board salary reduction prior to the occurrence of a Change in Control which applies in a comparable manner to other senior executives of the Company. If so increased or reduced, then such adjusted salary will thereafter be the Annual Base Salary for all purposes under this Agreement.

(b) Annual Incentives. For each fiscal year during the Term, Executive shall participate in the Company's Executive Annual Incentive Plan, or any successor plan (the "AIP"), under terms and conditions no less favorable than other senior executives of the Company. Executive's "target" annual incentive opportunity during the Term shall not be less than (i) 100% of his Annual Base Salary for the 2022 fiscal year, and (ii) 110% of his Annual Base Salary for each fiscal year thereafter, but may thereafter be increased or, prior to the occurrence of a Change in Control, reduced by the Board or a committee thereof for subsequent fiscal years so long as Executive's "target" annual incentive opportunity is equal to or higher than the target opportunity set for each other senior executive of the Company (the "Target AIP").

(c) Long-Term Incentives. For each fiscal year during the Term, Executive shall participate in the Company's long-term incentive program, or any successor program (the "LTIP"), under terms and conditions no less favorable than other senior executives of the Company. Executive's "target" LTIP opportunity for the 2023 fiscal year shall not be less than \$4,200,000, but may thereafter be increased or, prior to the occurrence of a Change in Control, reduced by the Board or a committee thereof for subsequent fiscal years so long as Executive's "target" LTIP opportunity is equal to or higher than the target opportunity set for each other senior executive of the Company. For the avoidance of doubt, Executive's "target" LTIP opportunity for the 2022 fiscal year has been allocated: (i) 60% to performance-based restricted share units, subject to one-year revenue and cash flow goals established by the Board or a committee thereof in consultation with Executive, with any earned units vesting in four equal annual installments, and (ii) 40% to time-based restricted share units that vest in four equal annual installments, and has been granted upon the terms, and subject to the conditions, of the award agreement approved by the Board or a committee thereof and signed by Executive, which terms and conditions are no less favorable than the terms and conditions applicable to other senior executives of the Company. In addition, as of the Effective Date, Executive shall receive a one-time award under the LTIP of restricted stock units (the "One-Time Award") with an award value of \$8,000,000 (the "Award Value"). The Award Value shall be converted to a number of restricted stock units using the average closing per-share price of the Company's Class A Common shares as listed on the NASDAQ Global Select Market for the 30 trading days immediately preceding and including the Effective Date and shall be allocated 70% to performance-based restricted stock units (subject to the award agreement in the form attached hereto as Exhibit A) and 30% to time-based restricted stock units (subject to the award agreement in the form attached hereto as Exhibit B).

(d) Vacation. During the Term, Executive shall be eligible for paid vacation in accordance with the Company's policies in effect from time to time for its senior executives generally.

(e) Expense Reimbursement. The Company shall pay, or reimburse Executive for, all reasonable travel and other out-of-pocket expenses actually and properly incurred by Executive during the Term in connection with carrying out his duties hereunder in accordance with the Company's policies in effect from time to time for its senior executives generally, including, without limitation, the use of private aircraft in accordance with the Company's corporate private aircraft usage policy as in effect from time-to-time. In addition, the Company shall reimburse Executive for reasonable attorney's fees incurred by Executive in the negotiation and documentation of this Agreement within 20 business days after delivery of Executive's written request for payment accompanied by supporting documentation reasonably satisfactory to the Company, which request and documentation must be

delivered to the Company no later than October 31, 2022, and any such reimbursements shall be subject to a cap of \$50,000, in the aggregate.

(f) **Benefits.** During the Term, and except as otherwise provided in this Agreement, Executive shall be eligible to participate in all welfare, perquisite, fringe benefit, insurance, retirement and other benefit plans, practices, policies and programs, maintained by the Company and its affiliates applicable to senior executives of the Company generally, in each case as amended from time to time. Without limiting the foregoing, during the Term, the Company shall annually reimburse Executive for up to \$15,000 for financial planning services upon receipt for payment accompanied by supporting documentation reasonably satisfactory to the Company and for the annual membership fees and other dues associated with one business club. In addition, the Company shall pay the cost of an annual “senior executive” physical examination. Notwithstanding the foregoing, the Company and Executive agree that Executive shall not be eligible to participate, and shall not be considered a participant, in the Scripps Executive Severance and Change in Control Plan so long as the benefits provided under this Agreement are no less favorable to Executive than the benefits provided to other members of senior management under those plans (or successor plans providing similar benefits).

4. Termination of Employment.

(a) **Death and Disability.** Executive’s employment shall terminate automatically upon Executive’s death during the Term. The Company shall be entitled to terminate Executive’s employment because of Executive’s Disability (as defined and covered by the Company’s long-term disability plan) during the Term. A termination of Executive’s employment by the Company for Disability shall be communicated to Executive by written notice, and shall be effective on the 30th calendar day after receipt of such notice by Executive (the “Disability Effective Date”), unless Executive returns to full-time performance of Executive’s duties before the Disability Effective Date.

(b) **Cause.** Executive’s employment with the Company may be terminated by the Company with or without Cause. For purposes of this Agreement, “Cause” shall mean: (i) conviction of (or plea of nolo contendere to) a felony (other than traffic-related citations) or other crime involving dishonesty; (ii) willful and material unauthorized disclosure of confidential information; (iii) gross misconduct or gross neglect in the performance of Executive’s duties having a material adverse effect on the business of the Company and its affiliates taken as a whole; (iv) willful failure to cooperate with a bona fide internal investigation or investigation by regulatory or law enforcement authorities, after being instructed by the Company to cooperate, or the willful destruction or failure to preserve documents or other material reasonably known to be relevant to such an investigation, or the willful inducement of others to fail to cooperate or to destroy or fail to produce documents or other material; or (v) willful and material violation of the Company’s written conduct policies, including but not limited to the Company’s Employment Handbook and Ethics Code having a material adverse effect on the business of the Company and its affiliates taken as a whole. The Company will give Executive written notice prior to termination of employment pursuant to sub-paragraphs (iii), (iv) or (v) of the foregoing, setting forth the nature of any alleged failure, breach or refusal in reasonable detail and the conduct required to cure. Except for a failure, breach or refusal which, by its nature, cannot reasonably be expected to be cured, Executive shall have 20 business days from the giving of such notice within which to cure any failure, breach or refusal under sub-paragraphs (iii), (iv) or (v) of the foregoing; provided, however, that, if the Company reasonably expects irreparable injury from a delay of 20 business days, the Company may give Executive notice of such shorter period within which to cure as is reasonable under the circumstances. For purposes of sub-paragraph (ii) of the foregoing, no act by Executive shall be considered “willful” if such act is done by Executive in the good faith belief that such act is or was in the best interests of the Company or its affiliates or one or more of their respective businesses.

(c) **Good Reason.** Executive’s employment with the Company may be terminated by Executive with or without Good Reason. For purposes of this Agreement, “Good Reason” shall mean the occurrence of any of the following without Executive’s consent: (i) a reduction by the Company of Executive’s title, duties, responsibilities or reporting relationship set forth in Section 2(a), including without limitation a change in Executive’s direct reports without his approval, (ii) the Company ceasing to be publicly owned, unless it is acquired by a publicly owned company of which Executive serves as the chief executive officer; (iii) a reduction by the Company of Executive’s Annual Base Salary (other than as permitted in Section 3(a) of this Agreement) or Executive’s Target AIP (other than as permitted in Section 3(b) of this Agreement); (iv) a failure to nominate Executive for re-election as a member of the Board or a failure to elect Executive as a member of the Board; (v) a change in geographic location at which Executive is principally employed by more than twenty-five miles; or (vi) any breach by the Company of a monetary obligation under this Agreement or any other material breach of this Agreement by the Company. A termination of Executive’s employment by Executive shall not be deemed to be for Good Reason unless (x) Executive gives notice to the Company of the existence of the event or condition constituting Good Reason within 30 calendar days after becoming aware of the initial occurrence or existence of such event or condition, and (y) the Company fails to cure such event or condition within 30 calendar days after receiving such

notice. Additionally, should the Company fail to reasonably cure such event or condition, Executive must terminate his employment within 120 calendar days after becoming aware of the initial occurrence or existence of the event or condition constituting Good Reason for such termination to be “Good Reason” hereunder.

(d) Notice of Termination. Any termination by the Company for Cause, or by Executive for Good Reason, shall be communicated by Notice of Termination to the other party in accordance with Section 10. For purposes of this Agreement, a “Notice of Termination” means a written notice which (i) indicates the specific termination provision in this Agreement relied upon, (ii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive’s employment under the provision so indicated, and (iii) if the Date of Termination (as defined below) is other than the date of receipt of such notice, specifies the Date of Termination.

(e) Date of Termination. “Date of Termination” means, as applicable, the last day of the Term, the date of Executive’s death, the Disability Effective Date, the date on which the termination of Executive’s employment by the Company for Cause or without Cause or by Executive for Good Reason or without Good Reason is effective, or such later date as is acceptable to the Board.

(f) Resignation from All Positions. Notwithstanding any other provision of this Agreement, upon the termination of Executive’s employment for any reason, unless otherwise requested by the Board, Executive shall immediately resign from all positions that he holds or has ever held with the Company and its affiliates, including his position on the Board and on the boards of directors of the Company’s affiliates. Executive hereby agrees to execute any and all documentation to effectuate such resignations upon reasonable request by the Company, but he shall be treated for all purposes as having so resigned upon termination of his employment, regardless of when or whether he executes any such documentation.

5. Severance Payments.

(a) Any Termination of Employment. If, during or at the end of the Term, Executive’s employment with the Company and its affiliates shall terminate for any reason or no reason, then:

(i) Accrued Benefits. The Company shall pay, or cause to be paid, to Executive the sum of: (A) the portion of Executive’s Annual Base Salary earned through the Date of Termination, to the extent not previously paid, (B) the amount of any annual incentive that has been earned by Executive for a completed fiscal year preceding the Date of Termination, but has not yet been paid to Executive, (C) any accrued but unused vacation pay, to the extent not previously paid and (D) any unreimbursed business expenses to the extent reimbursable in accordance with the Company’s reimbursement policies (the sum of the amounts described in clauses (A) through and including (D) shall be referred to as the “Accrued Benefits”). The Accrued Benefits shall be paid to Executive in a single lump sum within 30 calendar days after the Date of Termination (but in no event later than March 15 of the calendar year immediately following the year in which the amounts are earned), or as otherwise may be provided in a valid deferral election made pursuant to the terms of the Company’s deferred compensation plan.

(ii) Other Benefits. To the extent not previously paid or provided, the Company shall pay or provide, or cause to be paid or provided, to Executive (or his estate) any other amounts or benefits (including, as applicable, any vesting and/or payment of equity awards) required to be paid or provided or which Executive is eligible to receive under any plan, program, policy or practice or contract or agreement of the Company, including any benefits to which Executive is entitled under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”) (such other amounts and benefits described in this Section 5(a)(ii) shall be hereinafter referred to as the “Other Benefits”) in accordance with the terms and normal procedures of each such plan, program, policy or practice or contract or agreement, based on accrued and vested benefits through the Date of Termination.

(iii) Other Rights. Executive shall retain his rights to indemnification and coverage under applicable directors’ and officers’ insurance policies as provided in Section 18 and his rights as an option or RSU holder or shareholder of the Company (such rights described in this Section 5(a)(iii) hereinafter referred to as the “Other Rights”).

(b) Good Reason, Other than for Cause (not During the Change in Control Protection Period). If, during the Term (other than during the Change in Control Protection Period, as defined below), the Company shall terminate Executive’s employment other than for Disability or Cause (but excluding by reason of the Company providing notice of its intention not to renew the Term in which case Section 5(c) shall apply), or if Executive shall terminate employment for Good Reason, then, in addition to the amounts, benefits and rights provided in Section 5(a), the Company shall pay or provide the following amounts and benefits to Executive:

(i) Pro-Rated Annual Incentive. A lump sum payment equal to the annual incentive that would have been payable under the AIP for the performance period during which the Date of Termination occurs if Executive had remained employed for the entire period, based on actual achievement of the applicable performance objectives during the entire performance period and without regard to any discretionary adjustments that have the effect of reducing the amount of the annual incentive (other than discretionary adjustments applicable to all similarly-situated executives who did not terminate employment), pro-rated for the portion of the performance period through the Date of Termination (the “Pro-Rated Annual Incentive”). Such payment shall be made at the same time that payments are made to other participants in the AIP for that performance period and shall be in lieu of any annual incentive that Executive would have otherwise been entitled to receive under the terms of the AIP for the performance period during which the Date of Termination occurs.

(ii) Severance Payment. A lump sum payment equal to the product of (A) the sum of Executive’s Annual Base Salary and Target AIP, multiplied by (B) 2.0 (such number, the “Severance Multiple”), payable within 20 calendar days after the Release described in Section 6 becomes effective and irrevocable in accordance with its terms.

(iii) Health Care Coverage. An amount equal to the product of (A) the Severance Multiple, multiplied by (B) the annual cost payable by Executive, as measured as of the Date of Termination, to obtain coverage under COBRA for Executive and, if applicable, his spouse and eligible dependents under the Company’s employee group health plan at the level in effect on such Date of Termination. Such amount shall be payable in equal monthly installments for a period of 2 years, with the first installment payable within 20 calendar days after the Release described in Section 6 becomes effective and irrevocable in accordance with its terms, and each remaining monthly installment payable on the first payroll date of each calendar month thereafter until paid in full. Such amount shall be payable whether or not Executive and his spouse and eligible dependents elect to continue medical care coverage under the Company’s group health care plans under COBRA and shall be included in Executive’s income for tax purposes to the extent required by applicable law. Notwithstanding the foregoing, if Executive becomes re-employed with another employer and is eligible to receive substantially equivalent health benefits under another employer-provided plan, then the Company’s payment obligations and Executive’s right to the premium payments as described in this Section 5(b)(iii) shall cease.

(iv) Equity Awards. Notwithstanding anything contained in the applicable Company equity plan and award agreements to the contrary, all outstanding and unvested equity awards of the Company granted to Executive (other than the One-Time Award, the vesting of which shall be governed by the applicable award agreements) shall become immediately vested and exercisable; provided that, any such awards the vesting of which depends upon the achievement of performance objectives shall vest at the level determined as if Executive had remained employed for the entire applicable performance period and based upon actual achievement of the applicable performance objectives during the entire performance period, and shall become payable at the same time that the applicable awards are payable to similarly-situated executives who did not terminate employment during that performance period. In addition, all outstanding and vested Company stock options (including those that vest pursuant to the operation of the immediately preceding sentence) will remain exercisable for the full duration of their term.

(v) Financial Planning. The financial planning benefit described in Section 3(f) of this Agreement for the year in which the Date of Termination occurs.

(c) Non-Renewal of Term. If, during the Term (including during the Change in Control Protection Period, as defined below), the Company provides timely notice of its intention not to renew the Term in accordance with Section 1(b) of this Agreement and terminates Executive’s employment other than for Disability or Cause at the end thereof, then, in addition to the amounts, benefits and rights provided in Section 5(a), the Company shall pay or provide, or cause to be paid or provided, to Executive the payments and benefits set forth in Section 5(b) above. If, during the Term (including during the Change in Control Protection Period, as defined below), Executive provides timely notice of his intention not to renew the Term in accordance with Section 1(b) of this Agreement and terminates his employment at the end thereof, then, in addition to the amounts, benefits and rights provided in Section 5(a):

(i) the Company shall pay or provide, or cause to be paid or provided, to Executive the payments and benefits set forth in Sections 5(b) (i), (ii), (iii) and (v) above; provided that the Severance Multiple, as defined in Section 5(b) hereof, shall be 0.5 rather than 2.0 and, for purposes of Section 8 hereof, the definition of Protection Period shall be modified to replace the period of “18 months” with the period of “6 months”; and

(ii) Executive will be deemed to have satisfied the definition of “retirement” for purposes of determining the vesting treatment of Executive’s equity awards outstanding under the applicable Company equity plan and award agreements as of the date of termination. For the avoidance of doubt, nothing in this Section

5(c)(ii) is intended to modify the definition of retirement as it applies to Executive under any other compensation, retirement or benefit plan, program or arrangement maintained by the Company or its affiliates.

(d) Death or Disability. If, during the Term (including during the Change in Control Protection Period, as defined below), Executive's employment is terminated for Disability or Executive dies, then, in addition to the amounts, benefits and rights provided in Section 5(a), the Company shall pay or provide the following amounts and benefits to Executive (or his estate):

(i) Pro-Rated Annual Incentive. A Pro-Rated Annual Incentive, payable at the same time that payments are made to other participants in the AIP for the performance period in which the Date of Termination occurs. Such payment shall be in lieu of any annual incentive that Executive would have otherwise been entitled to receive under the terms of the AIP covering Executive for the performance period during which the Date of Termination occurs.

(ii) Annual Base Salary. A lump sum payment equal to the Annual Base Salary, payable in a single lump sum within 60 calendar days after Executive's date of Termination (which payment shall serve as an offset to any salary continuation benefits provided under the applicable Company employee long-term disability plan to the extent provided in that plan).

(iii) Health Care Coverage. An amount equal to the product of (A) 2.0 multiplied by (B) the annual cost payable by Executive, as measured as of the Date of Termination, to obtain coverage under COBRA for (x) in the case of death, his spouse and eligible dependents or (y) in the case of Disability, Executive and, if applicable, his spouse and eligible dependents, under the Company's employee group health plan at the level in effect on such Date of Termination. Such amount shall be payable in equal monthly installments for a period of 2 years, with the first installment payable within 20 calendar days after the Release described in Section 6 becomes effective and irrevocable in accordance with its terms, and each remaining monthly installment payable on the first payroll date of each calendar month thereafter until paid in full. Such amount shall be payable whether or not Executive or his spouse and eligible dependents elect to continue medical care coverage under the Company's group health care plans under COBRA and shall be included in Executive's or his spouse's and eligible dependents' income for tax purposes to the extent required by applicable law. Notwithstanding the foregoing, if Executive becomes re-employed with another employer and is eligible to receive substantially equivalent health benefits under another employer-provided plan, then the Company's payment obligations and Executive's right to the premium payments as described in this Section 5(d)(iii) shall cease.

(e) Cause; Other than for Good Reason. If, during the Term (including during the Change in Control Protection Period, as defined below), Executive's employment is terminated by the Company for Cause, or if Executive voluntarily terminates his employment without Good Reason (but excluding by reason of Executive providing timely notice of his intention not to renew the Term in accordance with Section 1(b) hereof in which case Section 5(c) shall apply), then the Company shall pay or provide to Executive the Accrued Benefits, the Other Benefits and the Other Rights, and no further amounts shall be payable to Executive under this Section 5 after the Date of Termination other than the amounts, benefits or rights provided in Section 5(a).

(f) Good Reason, Other than for Cause During the Change in Control Protection Period. If, during the Term and during the period beginning upon the occurrence of a Change in Control and ending on the second anniversary of the occurrence of the Change in Control (the "Change in Control Protection Period"), the Company shall terminate Executive's employment other than for Disability or Cause, or if Executive shall terminate employment for Good Reason, then, in addition to the amounts, benefits and rights provided in Section 5(a):

(i) Severance. The Company shall pay or provide, or cause to be paid or provided, to Executive the payments and benefits set forth in Section 5(b) above, provided that (A) the Pro-Rated Annual Incentive shall be calculated assuming that "target" performance had been achieved for each performance goal, rather than based on actual performance results; and (B) unless the provisions of Section 5(b)(iv) hereof provide a greater benefit to Executive (in which case those provisions shall control), the vesting of equity awards shall be governed by the terms of the applicable Company equity plan and award agreements in lieu of the treatment provided in Section 5(b)(iv).

(ii) SERP Enhancement. In addition to the payments and benefits set forth in Section 5(b) above, the Company shall pay, or cause to be paid, to Executive an amount equal to the excess, if any, of (A) the actuarial equivalent of the benefit under the Company's Supplemental Executive Retirement Plan that Executive would receive under the terms of that plan as in effect on the Change in Control if Executive's age (but not his years of service) were increased by the number of years equal to his Severance Multiple, over (B) the actuarial equivalent of Executive's actual benefit under the Supplemental Executive Retirement Plan as of the Date of Termination (the "SERP Enhancement"), which amount shall be payable within 20 calendar days after the Release

described in Section 6 becomes effective and irrevocable in accordance with its terms. In calculating the SERP Enhancement, the Company shall use actuarial assumptions no less favorable to the Covered Executive than the most favorable of those in effect under the Company's qualified defined benefit plan applicable to Executive at any time from the day immediately prior to the Change in Control.

(g) Section 280G.¹ Notwithstanding anything in this Agreement to the contrary, in the event it shall be determined that any payment or distribution by the Company or any of its affiliated companies to or for the benefit of Executive (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise) (a "Payment") would be an excess parachute payment within the meaning of section 280G of the Internal Revenue Code of 1986, as amended (the "Code") (such excess only, an "Excess Payment"), then Executive shall forfeit the Excess Payments to the extent the after-tax value to Executive of the Payments as reduced by such forfeiture would be greater than the after-tax value to Executive of the Payments absent such forfeiture. The forfeiture of Excess Payments, if applicable, shall be applied by: first reducing the cash severance described in Section 5(b)(i) hereof, then to cancellation of accelerated vesting of performance-based equity awards (based on the reverse order of the date of grant), then to cancellation of accelerated vesting of other equity awards (based on the reverse order of the date of grant), and then to any other Payments on a pro-rata basis. All determinations required to be made under this Section 5(g), and the assumptions to be used in arriving at such determination, shall be made by a major accounting firm with expertise in such matters designated by the Company and reasonably acceptable to Executive (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and Executive within 15 business days of the receipt of notice from Executive that there has been (or that there is likely to be) a Payment, or such earlier time as is requested by the Company. In connection with making determinations under this Section 5(g), the Accounting Firm shall take into account the value of any reasonable compensation for services to be rendered by Executive before or after the change in control, including any noncompetition provisions that may apply to Executive (whether set forth in this Agreement or otherwise), and the Company shall cooperate in the valuation of any such services, including any noncompetition provisions. Any determination by the Accounting Firm in good faith shall be binding upon the Company and Executive. All fees and expenses of the Accounting Firm for services performed pursuant to this Section 5(g) shall be borne solely by the Company.

6. Release. Notwithstanding anything contained herein to the contrary, the Company shall not be obligated to make any payment or provide any benefit under Section 5 (other than Section 5(a) or Section 5(f)) hereof unless: (a) Executive or Executive's legal representative first executes within 50 calendar days after the Date of Termination a release of claims agreement in the form attached hereto as Exhibit C (the "Release"); (b) Executive does not revoke the Release; and (c) the Release becomes effective and irrevocable in accordance with its terms.

7. Full Settlement. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company or any of its affiliates may have against Executive or others, except as otherwise may be provided in Section 2(e) or Section 8(e) hereof. In no event shall Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to Executive under any of the provisions of this Agreement and such amounts shall not be reduced whether or not Executive obtains other employment.

8. Executive's Covenants.

(a) Confidentiality. During the Term and thereafter, Executive agrees to keep secret and confidential, and not to use or disclose to any third parties, except as directly required for Executive to perform Executive's responsibilities for the Company under this Agreement, any of the Company's Confidential Information (as defined in paragraph (h) below) acquired by Executive during the course of, or in connection with, Executive's employment with the Company. Executive acknowledges that the Confidential Information is the exclusive property of the Company. Upon termination of Executive's employment with the Company, for any reason, or at the request of the Company at any time, Executive shall promptly return to the Company all tangible property then in Executive's possession, custody or control belonging to the Company, including all Confidential Information. Executive shall not retain any copies of correspondence, memoranda, reports, notebooks, drawings, photographs or other documents in any form whatsoever (including information contained in computer or other electronic memory or on any computer or electronic storage device) relating in any way to the affairs of the Company and which were entrusted to Executive or obtained by Executive at any time during the Term. Notwithstanding the foregoing in this Section 8(a), Executive shall not have breached his obligations under this Agreement, including without limitation, this Section 8(a) due to the disclosure or use of any Confidential Information in connection with any legal proceeding between Executive, on the one hand, and the Company or its affiliates, on the other hand. Notwithstanding the

¹ SSP to prepare *pro forma* Section 280G calculations once economic terms are finalized.

foregoing, the parties acknowledge the practical difficulty of policing the use of information in the unaided memory of Executive following the end of the Term, and as such the Company agrees that Executive will not be liable for the use of specific Confidential Information to which Executive had authorized access and that is retained in his unaided memory; provided, that (i) the source of such Confidential Information has become remote (for example, without limitation, as a result of the passage of time or Executive's subsequent exposure to information of a similar nature from another source without any breach of any confidentiality obligation); (ii) Executive is not aware that such Confidential Information is the confidential information of the Company at the time of such use; and (iii) the foregoing is not intended to grant, and will not be deemed to grant, Executive a right to disclose Confidential Information. Executive's memory will be considered to be unaided if he has not made any effort to memorize or assist the recollection of the Confidential Information for the purpose of retaining and subsequently using or disclosing it, and he is not relying on records, documents (whether written or electronic) or other embodiments of the Confidential Information, or notes taken on the foregoing.

(b) Non-Competition. Executive and the Company agree that Executive is being employed in an important fiduciary capacity with the Company and that the Company is engaged in a highly competitive business. Executive and the Company further agree that it is appropriate to place reasonable limits as set forth herein on Executive's ability to compete with the Company to protect and preserve the legitimate business interests and goodwill of the Company. Executive agrees that, during the Term and thereafter during the Protection Period (as defined in paragraph (h) below), Executive will not, directly or indirectly (in a capacity where Executive could use specialized knowledge, training, skill or expertise, Confidential Information, or customer contacts obtained from the Company to the detriment of the Company), own, manage, operate, join, control, finance or participate in the ownership, management, operation, control or financing of, or be connected as an officer, director, employee, partner, principal, agent, representative, or consultant to any business or activity that is engaged in the business conducted by the Company at the applicable time during the Term of this Agreement. After the end of the Term, the covenant in this Section 8(b) shall restrict Executive's conduct within the Restricted Area (as defined in paragraph (h) below). Executive agrees that in his position, it is expected that Executive will receive Confidential Information related to the Restricted Area and if Executive was permitted to engage in the business then conducted by the Company within the Restricted Area, it would lead to unfair competition and it would be a significant disadvantage to the Company that would likely cause irreparable harm. Notwithstanding the foregoing, the ownership of not more than two percent (2%) of the outstanding securities of any company listed on any public exchange or regularly traded in the over-the-counter market, assuming Executive's involvement with any such company is solely that of a security holder, shall not constitute a violation of this Section 8(b).

(c) Employee Non-Solicitation. Executive agrees that, during the Term and thereafter during the Protection Period, Executive will not directly or indirectly engage, solicit, hire, attempt to hire, or encourage any current employee or former employee (limited to former employees whose employment has been terminated or concluded for less than 6 months) of the Company, other than Executive's personal assistant, to leave or terminate his or her employment relationship with the Company. Notwithstanding the foregoing, general solicitations not directed at employees of the Company shall not be deemed to violate this paragraph (c).

(d) Divisible Provisions. The individual terms and provisions of this Section 8 are intended to be separate and divisible provisions and if, for any reason, any one or more of them is held to be invalid or unenforceable, neither the validity nor the enforceability of any other provision of this Section 8 shall thereby be affected. It is the intention of Executive and the Company that the potential restrictions on Executive's solicitation and future employment imposed by this Section 8 be reasonable in both duration and geographic scope and in all other respects. If for any reason any court of competent jurisdiction shall find any provisions of this Section 8 unreasonable in duration or geographic scope or otherwise, Executive and the Company agree that the restrictions and prohibitions contained herein may be modified by a court of competent jurisdiction and shall be effective to the fullest extent allowed under applicable law in such jurisdiction.

(e) Injunctive Relief and Remedies. In event of a breach or threatened breach of any of Executive's duties and obligations under this Section 8, the Company shall be entitled, in addition to any other legal or equitable remedies it may have in connection therewith (including any right to damages it may suffer), to (i) temporary, preliminary and permanent injunctive relief restraining such breach or threatened breach, (ii) in the case of a breach or threatened breach of Sections 8(b) and 8(c), cease making payments or providing benefits under Section 5 of this Agreement (other than paragraph 5(a) thereof), and (iii) any other relief obtainable through statutory or common law means (including, but not limited to, applicable trade secrets law). Executive hereby expressly acknowledges that the harm that might result to the Company's business as a result of any noncompliance by Executive with the provisions of this Section 8 would be largely irreparable. The restrictions stated in this Section 8 are in addition to and not in lieu of protections afforded to trade secrets and confidential information under applicable law. Nothing in this Section 8 is intended to or shall be interpreted as diminishing or otherwise limiting the Company's right under applicable law to protect its trade secrets and confidential information.

(f) Protected Activity. Nothing contained in this Agreement, or any other agreement, policy, practice, procedure, directive or instruction maintained by the Company shall prohibit Executive from reporting possible violations of federal, state or local laws or regulations to any federal, state or local governmental agency or commission (a "Government Agency") or from making other disclosures that are protected under the whistleblower provisions of federal, state or local laws or regulations. Executive does not need prior authorization of any kind to make any such reports or disclosures to any Government Agency and Executive is not required to notify the Company that Executive has made such reports or disclosures. Nothing in this Agreement limits any right Executive may have to receive a whistleblower award or bounty for information provided to any Government Agency. Executive hereby acknowledges that the Company has informed Executive, in accordance with 18 U.S.C. § 1833(b), that Executive may not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret where the disclosure: (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(g) Notification. Executive agrees that he will disclose the existence of this Section 8 to any subsequent employer.

(h) Definitions. As used in this Section 8, the following definitions shall apply

"Company." means the Company and its controlled affiliates.

"Confidential Information" means information pertaining to the business of the Company that is generally not known to or readily ascertainable to the industry in which the Company competes, and that gives or tends to give the Company a competitive advantage over persons who do not possess such information or the secrecy of which is otherwise of value to the Company in the conduct of its business regardless of when and by whom such information was developed or acquired, and regardless of whether any of these are described in writing, copyrightable or considered copyrightable, patentable or considered patentable. Confidential Information includes, but is not limited to, the Company's trade secrets, information related to present and potential customers, vendors and suppliers (including, but not limited to, lists, contact information, requirements, contract terms, and pricing), methods of operations, research and development, product information, business technical information, including technical data, techniques, solutions, test methods, quality control systems, processes, design specifications, technical formulas, procedures and information, sales plans and strategies, pricing and profit information, financial information, marketing data, all agreements, schematics, manuals, studies, reports, and statistical information relating to the Company, all formulations, database files, information technology, strategic alliances, products, services, programs and processes used or sold, and all software licensed or developed by the Company, computer programs, systems and/or software, ideas, inventions, business information, know-how, improvements, designs, redesigns, creations, discoveries and developments of the Company. Confidential Information includes all forms of the information, whether oral, written or contained in electronic or any other format.

"Protection Period" means, except as otherwise provided in Section 5(c) above, the period commencing on the Date of Termination and ending on the date 18 months after the Date of Termination; provided, however, that such period shall be extended for an additional period of time equal to the time that elapses from the commencement of a breach of the covenants contained in this Section 8 to the later of (i) the termination of such breach or (ii) the final resolution of any litigation stemming from such breach. Notwithstanding the foregoing, the Protection Period shall immediately terminate if the Company breaches any of its payment obligations under Section 5 and fails to cure such breach within 10 days of receipt of written notice from Executive of such breach.

"Restricted Area" means the geographic area or areas where Executive conducted activities on behalf of the Company at or within a 1 year period of time prior to the Date of Termination. It is intended as of the Effective Date that the Restricted Area will include the entire United States, as Executive is engaged to provide services and has duties related to this entire geographic area.

9. Cooperation. During the Term and thereafter, Executive shall cooperate with the Company and its affiliates, without additional consideration, in any internal investigation or administrative, regulatory, or judicial proceeding as reasonably requested by the Company including, without limitation, Executive's being available to the Company and its affiliates upon reasonable notice for interviews and factual investigations, appearing at the Company's request to give testimony without requiring service of a subpoena or other legal process, volunteering to the Company all pertinent information, and turning over to the Company all relevant documents that are or may come into Executive's possession, all at times and on schedules that are reasonably consistent with Executive's other permitted activities and commitments if Executive is then employed by the Company and otherwise taking into account Executive's reasonable business obligations. Executive shall be reimbursed for the reasonable

expenses (including reasonable attorney fees) Executive incurs in connection with any such cooperation and/or assistance. Any such reimbursement shall be paid to Executive no later than the 15th day of the second month immediately following the month in which such expenses were incurred or such cooperation and/or assistance was provided (subject to Executive's timely submission to the Company of proper documentation with respect thereto).

10. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, sent by reputable overnight carrier or mailed by first class mail, return receipt requested, to the recipient. Notices to Executive shall be sent to the address of Executive most recently provided to the Company, with a copy to Hughes Hubbard & Reed LLP, One Battery Park Plaza, New York, New York 10004 Attention: Kenneth A. Lefkowitz, Esq. Notices to the Company should be sent to The E.W. Scripps Company, 312 Walnut Street, Cincinnati, Ohio, 45202, Attention: Chairman of the Board. Notices and communications shall be effective when actually received by the addressee.

11. Severability. The invalidity or unenforceability of any particular provision in this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision were omitted.

12. Complete Agreement. This Agreement (together with any director indemnity agreement and any equity award agreements) embodies the complete agreement and understanding between the parties with respect to the subject matter hereof and effective as of its date supersedes and preempts any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof in any way, including, without limitation, the employment agreement between Executive and the Company dated as of January 1, 2020, which agreement shall be considered null and void as of the Effective Date without any further action or notice; provided, however, that no provision in this Agreement shall be construed to adversely affect any of Executive's rights to compensation, expense reimbursement or benefits (including equity compensation or rights to receive deferred equity compensation) payable in accordance with the terms of Executive's prior employment agreements with the Company (and applicable equity award agreements) or any of Executive's rights to indemnification with respect to Executive's service under Executive's prior employment agreements with the Company, all of which are expressly agreed to survive the execution of this Agreement. The payments and benefits provided under Section 5 shall be in full satisfaction of the Company's obligations to Executive upon his termination of employment and in no event shall Executive be entitled to severance benefits beyond those specified in Section 5 hereof.

13. Withholding of Taxes. The Company and its affiliates may withhold from any amounts payable under this Agreement all federal, state, city or other taxes as the Company and its affiliates are required to withhold pursuant to any law or government regulation or ruling.

14. Successors and Assigns.

(a) This Agreement is personal to Executive, and, without the prior written consent of the Company, shall not be assignable by Executive other than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns. Except as provided in Section 14(c), without the prior written consent of Executive this Agreement shall not be assignable by the Company.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place. "Company" means the Company as hereinbefore defined and any successor to its business and/or assets as aforesaid that assumes and agrees to perform this Agreement by operation of law or otherwise.

15. Choice of Law. This Agreement shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Ohio, without regard to conflicts of law principles. The parties hereto irrevocably agree to submit to the jurisdiction and venue of the federal and state courts located in Ohio in any court action or proceeding brought with respect to or in connection with this Agreement.

16. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and Executive, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

17. Section 409A Compliance.

(a) **In General.** The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code (“Section 409A”) or are exempt therefrom and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered so as to be in compliance therewith.

(b) **Separation from Service.** A termination of employment shall not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of any amounts or benefits subject to Section 409A upon or following a termination of employment unless such termination is also a “separation from service” within the meaning of Section 409A, and for purposes of any such provision of this Agreement, references to a “termination,” “termination of employment” or like terms shall mean “separation from service” within the meaning of Section 409A.

(c) **Reimbursements or In-Kind Benefits.** With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A: (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit; (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year; and (iii) such payments shall be made on or before the last day of Executive’s taxable year following the taxable year in which the expense occurred, or such earlier date as required hereunder.

(d) **Six Month Delay.** Notwithstanding anything contained in this Agreement to the contrary, if Executive is a “specified employee,” as determined under the Company’s policy for identifying specified employees on the Date of Termination, then to the extent required in order to comply with Section 409A, all payments, benefits or reimbursements paid or provided under this Agreement that constitute a “deferral of compensation” within the meaning of Section 409A, that are provided as a result of a “separation from service” within the meaning of Section 409A and that would otherwise be paid or provided during the first six months following such Date of Termination shall be accumulated through and paid or provided (without interest), within 20 calendar days after the first business day that is more than six months after the date of his separation from service (or, if Executive dies during such six-month period, within 20 calendar days after Executive’s death).

(e) **Payment Dates.** Whenever a payment under this Agreement specifies a payment period with reference to a number of days (*e.g.*, “within 20 calendar days after the Release described in Section 6 becomes effective and irrevocable”), the actual date of payment within the specified period shall be within the sole discretion of the Company. In the event the payment period under this Agreement for any nonqualified deferred compensation commences in one calendar year and ends in a second calendar year, the payments shall not be paid (or installments commenced) until the later of the first payroll date of the second calendar year, or the date that such Release becomes effective and irrevocable, to the extent necessary to comply with Section 409A. For purposes of Section 409A, Executive’s right to receive any “installment” payments pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

18. Indemnification; Liability Insurance. If Executive is made a party to, is threatened to be made a party to, receives any legal process in, or receives any discovery request or request for information in connection with, any action, suit or proceeding, whether civil, criminal, administrative or investigative (a “Proceeding”), by reason of the fact that Executive was an officer, director, employee, or agent of the Company or any of its affiliated companies, or was serving at the request of or on behalf of the Company or any of its affiliated companies, the Company shall indemnify and hold Executive harmless to the fullest extent permitted or authorized by the Company’s Articles of Incorporation or Code of Regulations or, if greater, by the laws of the State of Ohio, against all costs, expenses, liabilities and losses Executive incurs in connection therewith. Such indemnification shall continue even if Executive has ceased to be an officer, director, employee or agent of the Company or any of its affiliated companies, and shall inure to the benefit of Executive’s heirs, executors and administrators. The Company shall reimburse Executive for all costs and expenses Executive incurs in connection with any Proceeding within 20 business days after receipt by the Company of a written request for such reimbursement and appropriate documentation associated with such expenses. In addition, the Company agrees to maintain a director’s and officer’s liability insurance policy or policies covering Executive at a level and on terms and conditions no less favorable than the Company provides its directors and senior-level officers currently (subject to any future improvement in such terms and conditions), until such time as legal or regulatory action against Executive is no longer permitted by law.

19. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by electronic mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

(Signatures are on the following page)

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

THE E.W. SCRIPPS COMPANY

/s/ Kim Williams

By: Kim Williams
Its: Chairman of the Board

EXECUTIVE

/s/ Adam P. Symson

Adam P. Symson

EXHIBIT A
FORM OF PERFORMANCE-BASED RESTRICTED STOCK UNIT
AWARD AGREEMENT

A-1

EXHIBIT B
FORM OF TIME-BASED RESTRICTED STOCK UNIT
AWARD AGREEMENT

B-1

**EXHIBIT C
GENERAL RELEASE**

This General Release (this "Release") is made and entered into as of this [●] day of [●], 20[●], by and between The E.W. Scripps Company (the "Company") and Adam P. Symson ("Executive").

1. **Employment Status.** Executive's employment with the Company and its affiliates terminated effective as of [●], 20[●] (the "Separation Date").

2. **Payments and Benefits.** Upon the effectiveness of the terms set forth herein, the Company shall provide Executive with the benefits set forth in Section 5[●] of the Employment Agreement between Executive and the Company dated as of August 2, 2022 (the "Employment Agreement"), upon the terms, and subject to the conditions, of the Employment Agreement. Executive agrees that Executive is not entitled to receive any additional payments as wages, vacation or bonuses except as otherwise provided under Section 5 of the Employment Agreement.

3. **No Liability.** This Release does not constitute an admission by the Company, or any of its parents, subsidiaries, affiliates, divisions, officers, directors, partners, agents, or employees, or by Executive, of any unlawful acts or of any violation of federal, state or local laws.

4. **Release.** In consideration of the payments and benefits set forth in Section 2 above, Executive for himself, his heirs, administrators, representatives, executors, successors and assigns does hereby irrevocably and unconditionally release, acquit and forever discharge the Company and each of its parents, subsidiaries, affiliates, divisions, successors, assigns, officers, directors, partners, agents, attorneys, and former and current employees, including without limitation all persons acting by, through, under or in concert with any of them (collectively, "Scripps Releasees"), and each of them, from any and all claims, demands, actions, causes of action, costs, attorney fees, and all liability whatsoever, whether known or unknown, fixed or contingent, which Executive has, had, or may ever have against the Scripps Releasees relating to or arising out of Executive's employment or separation from employment with the Company, from the beginning of time and up to and including the date Executive executes this Release. This Release includes, without limitation, (i) law or equity claims; (ii) contract (express or implied) or tort claims; (iii) claims for wrongful discharge, retaliatory discharge, whistle blowing, libel, slander, defamation, unpaid compensation, intentional infliction of emotional distress, fraud, public policy, contract or tort, and implied covenant of good faith and fair dealing; (iv) claims arising under any federal, state, or local laws of any jurisdiction that prohibit age, sex, race, national origin, color, disability, religion, veteran, military status, sexual orientation, or any other form of discrimination, harassment, or retaliation (including without limitation under the Age Discrimination in Employment Act of 1967 as amended by the Older Workers Benefit Protection Act ("ADEA"), the National Labor Relations Act, Executive Order 11246, the Employee Retirement Income Security Act of 1974, the Worker Adjustment and Retraining Notification Act, Title VII of the Civil Rights Act of 1964 as amended by the Civil Rights Act of 1991, Section 1981 of the Civil Rights Act of 1966, the Equal Pay Act of 1962, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, the Family and Medical Leave Act of 1993, the Consolidated Omnibus Budget Reconciliation Act (COBRA), the Genetic Information Non-discrimination Act, the Sarbanes-Oxley Act, the Employee Polygraph Protection Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Equal Pay Act, the Lilly Ledbetter Fair Pay Act, the Post-Civil War Civil Rights Act (42 U.S.C. §§1981-1988), the Ohio Civil Rights Act, or any other foreign, federal, state or local law or judicial decision), (v) claims arising under the Employee Retirement Income Security Act (excluding claims for amounts that are vested benefits or that Executive is otherwise entitled to receive under any employee benefit plan of the Company or any of its affiliates in accordance with the terms of such plan and applicable law), and (vi) any other statutory or common law claims related to Executive's employment with the Company or the separation of Executive's employment with the Company; provided, however, that nothing herein shall release (A) any obligation of the Company under the Employment Agreement, (B) any of Executive's rights to indemnification under (w) applicable corporate law, (x) the by-laws or certificate of incorporation (or other constituent document) of the Company or any of its affiliates or any applicable indemnification agreement between Executive and the Company or any of its affiliates, (y) any other agreement other than the Employment Agreement between Executive and the Company or any of its affiliates or (z) as an insured under any director's and officer's liability insurance policy now or previously in force; (C) any claim for benefits under any health, disability, retirement, life insurance or similar employee benefit plan of the Company; or (D) Executive's rights as an option or RSU holder or shareholder of the Company.

5. **Protected Activity.** Nothing contained in this Release limits Executive's ability to file a charge or complaint with any federal, state or local governmental agency or commission (a "Government Agency"). In addition, nothing in this Release or any other Company agreement, policy, practice, procedure, directive or instruction shall prohibit Executive from reporting possible violations of federal, state or local laws or regulations to any Government Agency or making other disclosures that are protected under the whistleblower provisions of

federal, state or local laws or regulations. Executive does not need prior authorization of any kind to make any such reports or disclosures and Executive is not required to notify the Company that Executive has made such reports or disclosures. If Executive files any charge or complaint with any Government Agency, and if the Government Agency pursues any claim on Executive's behalf, or if any other third party pursues any claim on Executive's behalf, Executive waives any right to monetary or other individualized relief (either individually, or as part of any collective or class action) that arises out of alleged facts or circumstances on or before the effective date of this Release; provided that nothing in this Release limits any right Executive may have to receive a whistleblower award or bounty for information provided to the Securities and Exchange Commission or other Government Agency.

6. Bar. Executive and the Company acknowledge and agree that if he or it should hereafter make any claim or demand or commence or threaten to commence any action, claim or proceeding against the other party with respect to any cause, matter or thing which is the subject of the releases under Section 4 of this Release, this Release may be raised as a complete bar to any such action, claim or proceeding, and the applicable Releasee may recover from the other party all costs incurred in connection with such action, claim or proceeding, including attorneys' fees.

7. Governing Law. This Release shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflicts of laws principles.

8. Acknowledgment. Executive has read this Release, understands it, and voluntarily accepts its terms, and Executive acknowledges that he has been advised by the Company to seek the advice of legal counsel before entering into this Release, and has been provided with a period of at least twenty-one (21) days in which to consider entering into this Release. Executive acknowledges and agrees that the payments and benefits provided under Section 2 of this Release represent substantial value over and above that to which Executive would otherwise be entitled.

9. Revocation. Executive has a period of seven (7) days following the execution of this Release during which Executive may revoke this Release by delivering written notice to the Company, and this Release shall not become effective or enforceable until such revocation period has expired. Executive understands that if he revokes this Release, it will be null and void in its entirety, and he will not be entitled to any payments or benefits provided in this Release, including without limitation those under Section 2 above.

10. Company Representation. Except as otherwise disclosed to Executive on the date of this Release, the Company represents that it is not aware of any basis on which to bring a claim against Executive in connection with Executive's actions while employed by the Company.

11. Miscellaneous. This Release is the complete understanding between Executive and the Company in respect of the subject matter of this Release and supersedes all prior agreements relating to the same subject matter. Executive has not relied upon any representations, promises or agreements of any kind except those set forth herein in signing this Release. In the event that any provision of this Release should be held to be invalid or unenforceable, each and all of the other provisions of this Release shall remain in full force and effect. If any provision of this Release is found to be invalid or unenforceable, such provision shall be modified as necessary to permit this Release to be upheld and enforced to the maximum extent permitted by law.

12. Counterparts. This Release may be executed by the parties hereto in counterparts, which taken together shall be deemed one original.

THE E.W. SCRIPPS COMPANY
[Form of release – Do not sign]

By:
Its:

EXECUTIVE
[Form of release – Do not sign]

Adam P. Symson

THE E.W. SCRIPPS COMPANY
PERFORMANCE-BASED RESTRICTED SHARE UNIT AGREEMENT

Summary of Performance-Based Restricted Share Unit Award

The E.W. Scripps Company (the “Company”) grants to the Grantee named below, in accordance with the terms of The E.W. Scripps Company 2010 Long-Term Incentive Plan, as amended and restated as of May 6, 2019 and as further amended from time to time (the “Plan”) and this Performance-Based Restricted Share Unit Agreement (the “Agreement”), the contingent right to receive the Target Number of Share Units on the Date of Grant set forth below:

Name of Grantee:	Adam P. Symson
Target Number of Share Units:	420,106
Date of Grant:	August 2, 2022
Performance Goals:	The Company operating cash flow and relative total shareholder return of Performance Goals, with the relative weightings, as set forth on <u>Exhibit A</u> .
Performance Period:	January 1, 2023 to December 31, 2027

Terms of Agreement

1. Grant of Award. Subject to and upon the terms, conditions, and restrictions set forth in this Agreement and in the Plan, the Company hereby grants to the Grantee as of the Date of Grant this Performance-Based Restricted Share Unit Award (the “Award”), which represents the contingent right to vest in all or a portion of the Target Number of Share Units set forth above.

2. Performance Matrix. The Grantee’s right to vest in all or a portion of the Target Number of Share Units shall be contingent upon whether the Company achieves the Performance Goals for the Performance Period, as determined in accordance with the performance schedule established under Exhibit A (the “Performance Matrix”).

3. Vesting and Payment.

(a) After the end of the Performance Period, the Committee shall determine in writing whether each Performance Goal has been attained in accordance with the Performance Matrix and shall determine, the portion, if any, of the Target Number of Share Units that shall be earned (the “Earned Share Units”), effective on the last business day of February immediately following the end of the Performance Period (the “Crediting Date”). The Earned Share Units shall be fully vested provided that the Grantee shall have remained in the continuous employment of the Company or a Subsidiary through the end of the Performance Period and shall be payable within ten (10) calendar days after the Crediting Date. For purposes of this Section 3(a), the continuous employment of the Grantee with the Company and its Subsidiaries shall not be deemed to have been interrupted, and the Grantee shall not be deemed to have ceased to be an employee of the Company and its Subsidiaries, by reason of the transfer of his employment among the Company and its Subsidiaries.

(b) Notwithstanding Section 3(a) to the contrary, if, prior to the end of the Performance Period and prior to a Change in Control, the Grantee’s employment with the Company is terminated (i) by the Company without Cause or by reason of the Grantee’s Disability, (ii) by the Grantee for Good Reason, or (iii) as a result of the Grantee’s death (collectively, a “Qualified Termination”), then provided that, within sixty (60) calendar days after such termination, the Grantee (or the Grantee’s estate, beneficiary or other successor) shall have executed and delivered a release of claims (the “Release”) in the form attached to the Grantee’s employment agreement with the Company dated as of the Date of Grant, as amended from time-to-time (the “Employment Agreement”) and such Release shall have become effective and irrevocable in accordance with its terms, the Grantee shall be eligible to vest in a prorated portion of the Target Number of Share Units on the terms, and subject to the conditions, set forth in Sections 1(c) and 2(c) of the Performance Matrix. For purposes of this Section 3(b), the terms “Cause”, “Good Reason” and “Disability” shall have the meanings provided those terms in the Employment Agreement and shall not be defined by reference to the Plan.

(c) Notwithstanding Section 3(a) and 3(b) to the contrary, if a Change in Control occurs during the Performance Period and at a time when the Grantee is employed with the Company, then the Grantee shall be eligible to vest in the Target Number of Share Units on the terms, and subject to the conditions, set forth in Sections 1(d) and 2(d) of the Performance Matrix.

4. Forfeiture.

(a) The Target Number of Share Units allocated to a Performance Goal shall be forfeited automatically, without payment of any consideration and without further action or notice, in the event that (i) the Company does not attain the target performance level for that Performance Goal, as set forth on the Performance Matrix, or (ii) the Grantee ceases to be employed by the Company or a Subsidiary prior to the last day of the Performance Period, except as otherwise provided in Section 3(b) above.

(b) Notwithstanding any provision contained herein to the contrary, this Agreement, and any amounts that the Grantee may receive pursuant to this Agreement, are subject to the forfeiture and repayment provisions of Section 23 of the Plan (Detrimental Activity; Forfeiture and Recoupment). This Section 4(b) shall survive and continue in full force in accordance with its terms notwithstanding any termination of the Grantee's employment or the payment of the Award as provided herein.

5. Dividend, Voting and Other Rights. The Grantee shall not possess any incidents of ownership (including, without limitation, dividend and voting rights) in the Shares underlying the Award until such Shares have been delivered to the Grantee in accordance with Section 3 hereof. This Agreement represents an unfunded and unsecured promise of the Company to deliver Shares in the future, subject to the terms and conditions of this Agreement and the Plan, and the rights of the Grantee will be no greater than those of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Agreement.

6. Transferability. This Award may not be transferred, assigned, pledged or hypothecated in any manner, or be subject to execution, attachment or similar process, by operation of law or otherwise, unless otherwise provided under the Plan. Any purported transfer or encumbrance in violation of the provisions of this Section 6 shall be void, and the other party to any such purported transaction shall not obtain any rights to or interest in this Award.

7. No Employment Contract. Nothing contained in this Agreement shall confer upon the Grantee any right with respect to continuance of employment by the Company and its Subsidiaries, nor limit or affect in any manner the right of the Company and its Subsidiaries to terminate the employment or adjust the compensation of the Grantee.

8. Relation to Other Benefits. Any economic or other benefit to the Grantee under this Agreement or the Plan shall not be taken into account in determining any benefits to which the Grantee may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and shall not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

9. Taxes and Withholding. To the extent the Company or any Subsidiary is required to withhold any federal, state, local, foreign or other taxes in connection with the delivery of Shares or other amounts under this Agreement, then the Company or Subsidiary (as applicable) shall retain a number of Shares otherwise deliverable hereunder with a value equal to the applicable tax withholding (based on the Fair Market Value of the Shares on the date of delivery); provided that in no event shall the value of the Shares retained exceed the amount of taxes required to be withheld based on the maximum statutory tax rates in the Grantee's applicable taxing jurisdictions.

10. Adjustments. The number and kind of Shares deliverable pursuant to this Award are subject to adjustment as provided in Section 18 of the Plan.

11. Section 409A. The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code ("Section 409A") or are exempt therefrom and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered so as to be in compliance therewith. In this regard, notwithstanding anything contained herein to the contrary:

(a) For purposes of this Agreement, to the extent required to comply with Section 409A, references to a "termination," "termination of employment" or like terms shall mean "separation from service" within the meaning of Section 409A.

(b) If the Award become payable as a result of the Grantee's "separation from service" within the meaning of Section 409A, and the Grantee is a "specified employee" at that time within the meaning of Section 409A (as determined pursuant to the Company's policy for identifying specified employees), then to the extent required to comply with Section 409A, the earned and vested Shares shall be delivered to the Grantee within ten (10) calendar days after the first business day that is more than six months after the date of his separation from service (or, if the Grantee dies during such six-month period, delivered to his estate within thirty (30) calendar days after the Grantee's death).

(c) If the Award becomes payable as a result of a Change in Control, then to the extent required to comply with Section 409A, the earned and vested Shares shall be delivered to the Grantee within ten (10) calendar days after (i) the date of a Change in Control that also satisfies the definition of a "change in the ownership," a "change in the effective control" or a "change in the ownership of a substantial portion of the assets", as each of those terms is defined in Section 409A, (ii) the Grantee's "separation from service", subject to the 6-month delay requirement in Section 11(b) above, or (iii) the Crediting Date.

12. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws and listing requirements with respect to the Award; provided, however, notwithstanding any other provision of this Agreement, and only to the extent permitted under Section 409A, the Company shall not be obligated to deliver any Shares pursuant to this Agreement if the delivery thereof would result in a violation of any such law or listing requirement.

13. Amendments. Subject to the terms of the Plan, the Committee may modify this Agreement upon written notice to the Grantee. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto. Notwithstanding the foregoing, no amendment of the Plan or this Agreement shall adversely affect the rights of the Grantee under this Agreement without the Grantee's consent unless the Committee determines, in good faith, that such amendment is required for the Agreement to either be exempt from the application of, or comply with, the requirements of Section 409A, or as otherwise may be provided in the Plan.

14. Severability. In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

15. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. This Agreement and the Plan contain the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement, and supersede all prior written or oral communications, representations and negotiations in respect thereto. Except to the extent expressly provided herein, in the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. Capitalized terms used herein without definition shall have the meanings assigned to them in the Plan. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein, have the right to determine any questions which arise in connection with the grant of the Award.

16. Successors and Assigns. Without limiting Section 6 above, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the permitted successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

17. Governing Law. The interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Ohio, without giving effect to the principles of conflict of laws thereof.

18. Use of Grantee's Information. Information about the Grantee and the Grantee's participation in the Plan may be collected, recorded and held, used and disclosed for any purpose related to the administration of the Plan. The Grantee understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within the Grantee's country or elsewhere, including the United States of America. The Grantee consents to the processing of information relating to the Grantee and the Grantee's participation in the Plan in any one or more of the ways referred to above.

19. Electronic Delivery. The Grantee hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other award made or offered under the Plan. The Grantee understands that, unless earlier revoked by the Grantee by giving written notice to the Secretary of the Company, this consent shall be effective for the duration of the Agreement. The Grantee also understands that he or she shall have the right at any time to request that the Company deliver written copies of any and all materials

referred to above at no charge. The Grantee hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agrees that his or her electronic signature is the same as, and shall have the same force and effect as, his or her manual signature. The Grantee consents and agrees that any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services related to the Plan.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer and the Grantee has also executed this Agreement, as of the Date of Grant.

THE E.W. SCRIPPS COMPANY

/s/ Kim Williams
By: Kim Williams
Its: Chairman of the Board

Please note that you must accept the award set forth in this Agreement online in accordance with the procedures established by the Company and the Plan administrator. By accepting your award in accordance with these procedures, you acknowledge that a copy of the Plan, Plan Summary and Prospectus, and the Company's most recent Annual Report and Proxy Statement (the "Prospectus Information") either have been received by you or are available for viewing at the Corporate Office, and consent to receiving this Prospectus Information electronically, or, in the alternative, agree to contact Julie L. McGehee, Vice President, ESG and Corporate Secretary, The E. W. Scripps Company, 312 Walnut Street, Suite 2800, Cincinnati, OH 45202; 513-898-4075 (telephone); 513-977-3720 (facsimile), to request a paper copy of the Prospectus Information at no charge. You also represent that you are familiar with the terms and provisions of the Prospectus Information and hereby accept the award on the terms, and subject to the conditions, set forth herein and in the Plan. Specifically:

You acknowledge that you have read the forfeiture and repayment provisions of Section 23 of the Plan (the "Restrictive Covenants").

You understand that as a condition to receiving the award set forth in this Agreement that you must agree to be bound by and comply with the terms and conditions of the Restrictive Covenants.

You agree to notify the Company in writing if you have, or reasonably should have, any questions regarding the applicability of the Restrictive Covenants.

The terms and conditions of the Plan and this Agreement constitute a legal contract that will bind both you and the Company as soon as you accept the award.

EXHIBIT A
PERFORMANCE GOALS AND PAYOUT FORMULAS

1. Company Operating Cash Flow (65%)

a. In General

The Performance Goal for 65% of the Target Number of Share Units is the Company's cumulative operating cash flow for the Performance Period. For each calendar year during the Performance Period (and no later than March 31 of such year), the Committee shall establish an annual Company operating cash flow goal for purposes of this Agreement, which shall be defined by reference to either (i) the target Company operating cash flow goal established under the Company's annual incentive program for that year, using the same definitions, and subject to the same adjustments, as set forth in that annual incentive program, or (ii) if Committee does not incorporate a Company operating cash flow goal in the annual incentive program for a year, the target Company operating cash flow goal established in the Company's Board-approved operating budget for that year, subject to the same types of adjustments as set forth in the annual incentive program for the most recent year in which the Committee incorporated a Company operating cash flow goal in the annual incentive program.

b. Payout Levels

The target cumulative operating cash flow for the Performance Period shall equal the sum of the target Company operating cash flow goal for each calendar year during the Performance Period (the "Target Cumulative Operating Cash Flow"). The actual cumulative operating cash flow for the Performance Period shall equal the sum of the actual Company operating cash flow for each calendar year during the Performance Period (using the applicable definitions as provided in Section 1(a) above) (the "Actual Cumulative Operating Cash Flow"). If the Company's Actual Cumulative Operating Cash Flow for the Performance Period equals or exceeds the Target Cumulative Operating Cash Flow for the Performance Period, then the payout equals 100% x 65% x the Target Number of Share Units. If the Company's Actual Cumulative Operating Cash Flow for the Performance Period is less than the Target Cumulative Operating Cash Flow for the Performance Period, then the Target Number of Share Units allocated to this Performance Goal shall be forfeited without payment of any consideration and without further action or notice.

c. Effect of a Qualified Termination

If the Grantee incurs a Qualified Termination during the Performance Period, then the Target Cumulative Operating Cash Flow shall equal the sum of the target operating cash flow goals for each calendar year during the Applicable Measuring Period. For purposes of this Agreement, the "Applicable Measuring Period" shall mean the calendar years during the Performance Period that ended prior to or on the date of the Qualified Termination.

If the Company's Actual Cumulative Operating Cash Flow for the Applicable Measuring Period equals or exceeds the Target Cumulative Operating Cash Flow for that same period, then the payout equals 100% x 65% x the Target Number of Share Units x a fraction, the numerator of which is the number of days during the period commencing on (and including) the Date of Grant and ending on (and including) the Qualified Termination, and the denominator of which is the number of days during the period commencing on (and including) the Date of Grant and ending on (and including) the last day of the Performance Period. If the Company's Actual Cumulative Operating Cash Flow for the Applicable Measuring Period is less than the Target Cumulative Operating Cash Flow for that same period, then the Target Number of Share Units allocated to this Performance Goal shall be forfeited without payment of any consideration and without further action or notice.

Notwithstanding anything contained herein to the contrary, if the Qualified Termination occurs prior to December 31, 2023, then the Company shall be deemed to have achieved the Target Cumulative Operating Cash Flow for purposes of the calculations set forth in this Section 1(c).

The Shares earned under this Section 1(c), if any, shall be fully vested and paid to the Grantee (or the Grantee's estate in the event of his death) within ten (10) calendar days after the date that the Release (defined in Section 3(b) of the Agreement) becomes effective and irrevocable in accordance with its terms, or such later date as required under Section 11(b) of the Agreement.

d. Effect of a Change in Control

If a Change in Control occurs during the Performance Period and at a time when the Grantee is employed with the Company, then the Target Cumulative Operating Cash Flow shall equal the sum of the target operating cash

flow goals for each calendar year during the Applicable Performance Period. For purposes of this Agreement, the “Applicable Performance Period” shall mean the calendar years during the Performance Period that ended prior to or on the date of the Change in Control.

If the Company’s Actual Cumulative Operating Cash Flow for the Applicable Performance Period equals or exceeds the Target Cumulative Operating Cash Flow for that same period, then the payout equals 100% x 65% x the Target Number of Share Units (without pro-ration). If the Company’s Actual Cumulative Operating Cash Flow for the Applicable Performance Period is less than the Target Cumulative Operating Cash Flow for that same period, then the Target Number of Share Units allocated to this Performance Goal shall be forfeited without payment of any consideration and without further action or notice.

Notwithstanding anything contained herein to the contrary, if a Change in Control occurs prior to December 31, 2023, then the Company shall be deemed to have achieved the Target Cumulative Operating Cash Flow for purposes of the calculations set forth in this Section 1(d).

The Shares earned under this Section 1(d), if any, shall be fully vested and paid to the Grantee within ten (10) calendar days after the date of the Change in Control, or such later date as required under Section 11(c) of the Agreement.

2. **Relative Total Shareholder Return (35%)**

a. In General

The Performance Goal for 35% of the Target Number of Share Units is the percentile ranking (“Relative TSR Ranking”) of the total shareholder return (“TSR”) of the Company over the Performance Period compared to the TSR of the U.S.-headquartered companies classified under the “Media” Global Industry Classification Standard as of the Date of Grant (the “Comparison Group”). The Relative TSR Ranking target is the 50th percentile (the “Target TSR Ranking”).

The payout equals 100% x 35% x the Target Number of Share Units if either or both of the following conditions are satisfied:

- i. The Company’s Relative TSR Ranking for three or more calendar years during the Performance Period (calculated at the end of each year) equals or exceeds the Target TSR Ranking, or
- ii. The average of the Company’s Relative TSR Ranking for each calendar year during the Performance Period (*i.e.*, calculated at the end of each year and then averaged based on the number of years in the Performance Period) equals or exceeds the Target TSR Ranking.

If neither of the conditions set forth in paragraphs (i) or (ii) above is satisfied, then the Target Number of Share Units allocated to this Performance Goal shall be forfeited without payment of any consideration and without further action or notice.

b. Definitions and Operating Rules

For purposes of this Agreement, TSR means, with respect to any company, the percentage change in total shareholder return, determined by dividing (i) the difference between the price of a share of the company’s common stock from the Opening Value (as defined below) to the Closing Value (as defined below), by (ii) the Opening Value, with higher percentile ranking for more positive/less negative TSR.

The term “Opening Value” means, with respect to any company, the simple average of the closing prices per share of the company’s common stock on each trading day during the calendar month preceding the start of each calendar year during the Performance Period.

The term “Closing Value” means, with respect to any company, the simple average of the closing prices per share of the company’s common stock on each trading day during the last calendar month of each calendar year during the Performance Period, plus the cumulative value of all announced and paid dividends with respect to the company’s common stock during the calendar year.

In determining the Company’s Relative TSR Ranking, in the event that the Company’s TSR for a calendar year is equal to the TSR(s) of one or more other Comparison Group members for that year, the Company’s Relative

TSR Ranking will be determined by ranking the Company's TSR for that year as being greater than such other Comparison Group members.

In the event that a company in the Comparison Group ceases to exist as a separate publicly-traded company due to a merger, acquisition or privatization (and other than due to bankruptcy or insolvency), such company shall cease to be a member of the Comparison Group. If a company in the Comparison Group becomes bankrupt or insolvent and ceases to be publicly-traded, that company shall remain a member of the Comparison Group and shall be deemed to have a Closing Value of \$0.00.

With respect to the computation of TSR, Opening Value, and Ending Value, the Committee shall make equitable and proportionate adjustments to stock prices to the extent, if any, necessary to reflect the impact of a recapitalization, reclassification, stock dividend, spin-off, split-off, stock split, reverse stock split or similar corporate event occurring during the Performance Period (or during the applicable calendar month used in determining the Opening Value).

c. Effect of a Qualified Termination

If the Grantee incurs a Qualified Termination prior to the last day of the Performance Period, then the Committee shall determine whether the conditions set forth in Section 2(a)(i) or (ii) above have been satisfied during the Applicable Measuring Period. If one or both of the conditions set forth in Section 2(a)(i) or (ii) above have been satisfied during the Applicable Measuring Period, then the payout equals $100\% \times 35\% \times$ the Target Number of Share Units \times a fraction, the numerator of which is the number of days during the period commencing on (and including) the Date of Grant and ending on (and including) the Qualified Termination, and the denominator of which is the number of days during the period commencing on (and including) the Date of Grant and ending on (and including) December 31, 2027. If neither of the conditions set forth in Section 2(a)(i) or (ii) above has been satisfied during the Applicable Measuring Period, then the Target Number of Share Units allocated to this Performance Goal shall be forfeited without payment of any consideration and without further action or notice.

Notwithstanding anything contained herein to the contrary, if the Qualified Termination occurs prior to December 31, 2023, then the Company shall be deemed to have achieved the Target TSR Ranking for purposes of the calculations set forth in this Section 2(c).

The Shares earned under this Section 2(c), if any, shall be fully vested and paid to the Grantee (or the Grantee's estate in the event of his death) within ten (10) calendar days after the date that the Release becomes effective and irrevocable in accordance with its terms, or such later date as required under Section 11(b) of the Agreement.

d. Effect of a Change in Control

If a Change in Control occurs during the Performance Period and at a time when the Grantee is employed with the Company, then the Committee shall determine whether the conditions set forth in Section 2(a)(i) or (ii) above have been satisfied during the Applicable Performance Period. If one or both of the conditions set forth in Section 2(a)(i) or (ii) above have been satisfied during the Applicable Performance Period, then the payout equals $100\% \times 35\% \times$ the Target Number of Share Units (without pro-ration). If neither of the conditions set forth in Section 2(a)(i) or (ii) above has been satisfied during the Applicable Performance Period, then the Target Number of Share Units allocated to this Performance Goal shall be forfeited without payment of any consideration and without further action or notice.

Notwithstanding anything contained herein to the contrary, if the Change in Control occurs prior to December 31, 2023, then the Company shall be deemed to have achieved the Target TSR Ranking for purposes of the calculations above.

The Shares earned under this Section 2(d), if any, shall be fully vested and paid to the Grantee within ten (10) calendar days after the date of the Change in Control, or such later date as required under Section 11(c) of the Agreement.

3. Adjustments

Notwithstanding any other provision of the Agreement or this Performance Matrix, the Committee may, with the written consent of the Grantee (not to be unreasonably withheld), modify the definition of the Performance Goals or the related target level of achievement, in whole or in part, as the Committee deems appropriate and equitable to reflect (i) changes in accounting principles or tax laws, (ii) changes in the business, operations,

corporate structure or capital structure of the Company or its Subsidiaries, or the manner in which it conducts its business, or (iii) other events or circumstances not contemplated by the Committee at the time Performance Goals were established.

* * * * *

**THE E.W. SCRIPPS COMPANY
RESTRICTED SHARE UNIT AGREEMENT
(Time-Based Vesting)**

Summary of Restricted Share Unit Award

The E.W. Scripps Company (the “Company”) grants to the Grantee named below, in accordance with the terms of The E.W. Scripps Company 2010 Long-Term Incentive Plan, as amended and restated as of May 6, 2019 and as further amended from time to time (the “Plan”) and this Restricted Share Unit Agreement (the “Agreement”), the following number of Restricted Share Units on the Date of Grant set forth below:

Name of Grantee:	Adam P. Symson
Number of Restricted Share Units:	180,045
Date of Grant:	August 2, 2022
Vesting Date:	December 31, 2027

Terms of Agreement

1. Grant of Restricted Share Units. Subject to and upon the terms, conditions, and restrictions set forth in this Agreement and in the Plan, the Company hereby grants to the Grantee as of the Date of Grant, the total number of share units (the “Restricted Share Units”) set forth above. Each Restricted Share Unit shall represent the contingent right to receive one Class A Common Share of the Company (“Share”) and shall at all times be equal in value to one Share. The Restricted Share Units shall be credited in a book entry account established for the Grantee until payment in accordance with Section 4 hereof.

2. Vesting of Restricted Share Units.

(a) The Restricted Share Units shall vest in full on the Vesting Date set forth above (the “Vesting Date”), provided that the Grantee shall have remained in the continuous employ of the Company or a Subsidiary through the Vesting Date. Except as provided in Section 2(b) below, vesting of the Restricted Share Units requires continued active employment through the Vesting Date, and employment for only a portion of the vesting period, even if a substantial portion, will not entitle the Grantee to any proportionate or pro-rata vesting of the Restricted Share Units.

(b) Notwithstanding Section 2(a) above, if, prior to the Vesting Date and prior to a Change in Control, the Grantee’s employment with the Company is terminated (i) by the Company without Cause or by reason of the Grantee’s Disability, (ii) by the Grantee for Good Reason, or (iii) as a result of the Grantee’s death, then provided that, within sixty (60) calendar days after such termination, the Grantee (or the Grantee’s estate, beneficiary or other successor) shall have executed and delivered a release of claims (the “Release”) in the form attached to the Grantee’s employment agreement with the Company dated as of the Date of Grant, as amended from time-to-time (the “Employment Agreement”) and such Release shall have become effective and irrevocable in accordance with its terms, the Grantee shall become vested in a prorated portion of the Restricted Share Units equal to (x) the number of Restricted Share Units that would have become vested under this Agreement had the Grantee remained continuously employed with the Company or a Subsidiary through the Vesting Date, multiplied by (y) a fraction, the numerator of which is the number of days during the period commencing on (and including) the Date of Grant and ending on (and including) the Grantee’s date of termination, and the denominator of which is the number of days during the period commencing on (and including) the Date of Grant and ending on (and including) the Vesting Date. For purposes of this Section 2(b), the terms “Cause”, “Good Reason” and “Disability” shall have the meanings provided those terms in the Employment Agreement and shall not be defined by reference to the Plan.

(c) In the event that, prior to the Vesting Date, a Change in Control occurs while the Grantee is employed by the Company or any Subsidiary, then the Restricted Stock Units shall immediately vest in full (without pro-ration).

(d) For purposes of this Section 2, the continuous employment of the Grantee with the Company and its Subsidiaries shall not be deemed to have been interrupted, and the Grantee shall not be deemed to have ceased to be an employee of the Company and its Subsidiaries, by reason of the transfer of his employment among the Company and its Subsidiaries.

3. Forfeiture of Restricted Share Units.

(a) The Restricted Share Units (including without limitation any right to dividend equivalents described in Section 7 hereof relating to dividends payable on or after the date of forfeiture) shall be forfeited automatically, without payment of any consideration and without further action or notice, if the Grantee ceases to be employed by the Company or a Subsidiary prior to the Vesting Date, unless specifically provided otherwise in Section 2(b) above.

(b) Notwithstanding any provision contained herein to the contrary, this Agreement, and any amounts that the Grantee may receive pursuant to this Agreement, are subject to the forfeiture and repayment provisions of Section 23 of the Plan (Detrimental Activity; Forfeiture and Recoupment). This Section 3(b) shall survive and continue in full force in accordance with its terms notwithstanding any termination of the Grantee's employment or the payment of the Award as provided herein.

4. **Payment.** Except as may be otherwise provided in Section 11 below, the Company shall deliver to the Grantee (or the Grantee's estate in the event of death) the Shares underlying the vested Restricted Share Units within ten (10) calendar days following the date that the Restricted Share Units become vested in accordance with Section 2 (or, if later, within ten (10) calendar days after the date that the Release described in Section 2(b) above becomes effective and irrevocable in accordance with its terms). The Company's obligations with respect to the Restricted Share Units shall be satisfied in full upon the delivery of the Shares underlying the vested Restricted Share Units.

5. **Transferability.** The Restricted Share Units may not be transferred, assigned, pledged or hypothecated in any manner, or be subject to execution, attachment or similar process, by operation of law or otherwise, unless otherwise provided under the Plan. Any purported transfer or encumbrance in violation of the provisions of this Section 5 shall be void, and the other party to any such purported transaction shall not obtain any rights to or interest in such Restricted Share Units.

6. **Dividend, Voting and Other Rights.** The Grantee shall not possess any incidents of ownership (including, without limitation, dividend and voting rights) in the Shares underlying the Restricted Share Units until such Shares have been delivered to the Grantee in accordance with Section 4 hereof. This Agreement represents an unfunded and unsecured promise of the Company to deliver Shares (and pay cash dividend equivalents) in the future, subject to the terms and conditions of this Agreement and the Plan, and the rights of the Grantee will be no greater than those of an unsecured general creditor. No assets of the Company will be held or set aside as security for the obligations of the Company under this Agreement.

7. **Payment of Dividend Equivalents.** From and after the Date of Grant and until the earlier of (a) the time when the Restricted Share Units are paid in accordance with Section 4 hereof or (b) the time when the Grantee's right to payment of the Restricted Share Units is forfeited in accordance with Section 3 hereof, on the date that the Company pays a cash dividend (if any) to holders of Shares generally, the Grantee shall be entitled to a cash amount equal to the product of (i) the dollar amount of the cash dividend paid per Share on such date and (ii) the total number of unpaid Restricted Share Units credited to the Grantee as of such date (the "Dividend Equivalent"). The Dividend Equivalent shall be paid to the Grantee at the same time that the related dividend is paid to the holders of Shares. Dividend Equivalents will be subject to any required withholding for federal, state, local, foreign or other taxes.

8. **No Employment Contract.** Nothing contained in this Agreement shall confer upon the Grantee any right with respect to continuance of employment by the Company and its Subsidiaries, nor limit or affect in any manner the right of the Company and its Subsidiaries to terminate the employment or adjust the compensation of the Grantee.

9. **Relation to Other Benefits.** Any economic or other benefit to the Grantee under this Agreement or the Plan shall not be taken into account in determining any benefits to which the Grantee may be entitled under any profit-sharing, retirement or other benefit or compensation plan maintained by the Company or a Subsidiary and shall not affect the amount of any life insurance coverage available to any beneficiary under any life insurance plan covering employees of the Company or a Subsidiary.

10. **Taxes and Withholding.** To the extent the Company or any Subsidiary is required to withhold any federal, state, local, foreign or other taxes in connection with the delivery of Shares under this Agreement, then the Company or Subsidiary (as applicable) shall retain a number of Shares otherwise deliverable hereunder with a value equal to the applicable tax withholding (based on the Fair Market Value of the Shares on the date of delivery); provided that in no event shall the value of the Shares retained exceed the amount of taxes required to be withheld based on the maximum statutory tax rates in the Grantee's applicable taxing jurisdictions.

11. Section 409A. The intent of the parties is that payments and benefits under this Agreement comply with Section 409A of the Code (“Section 409A”) or are exempt therefrom and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered so as to be in compliance therewith. In this regard, notwithstanding anything contained herein to the contrary:

(a) For purposes of this Agreement, to the extent required to comply with Section 409A, references to a “termination,” “termination of employment” or like terms shall mean “separation from service” within the meaning of Section 409A.

(b) If the Restricted Share Units become payable as a result of the Grantee’s “separation from service” within the meaning of Section 409A, and the Grantee is a “specified employee” at that time within the meaning of Section 409A (as determined pursuant to the Company’s policy for identifying specified employees), then to the extent required to comply with Section 409A, the vested Shares shall be delivered to the Grantee within ten (10) calendar days after the first business day that is more than six months after the date of his separation from service (or, if the Grantee dies during such six-month period, delivered to his estate within thirty (30) calendar days after the Grantee’s death).

(c) If the Restricted Share Units becomes payable as a result of a Change in Control, then to the extent required to comply with Section 409A, the vested Shares shall be delivered to the Grantee within ten (10) calendar days after (i) the date of a Change in Control that also satisfies the definition of a “change in the ownership,” a “change in the effective control” or a “change in the ownership of a substantial portion of the assets”, as each of those terms is defined in Section 409A, (ii) the Grantee’s “separation from service”, subject to the 6-month delay requirement in Section 11(b) above, or (iii) the Vesting Date.

12. Adjustments. The number and kind of Shares deliverable pursuant to the Restricted Share Units are subject to adjustment as provided in Section 18 of the Plan.

13. Compliance with Law. The Company shall make reasonable efforts to comply with all applicable federal and state securities laws and listing requirements with respect to the Restricted Share Units; provided, however, notwithstanding any other provision of this Agreement, and only to the extent permitted under Section 409A, the Company shall not be obligated to deliver any Shares pursuant to this Agreement if the delivery thereof would result in a violation of any such law or listing requirement.

14. Amendments. Subject to the terms of the Plan, the Committee may modify this Agreement upon written notice to the Grantee. Any amendment to the Plan shall be deemed to be an amendment to this Agreement to the extent that the amendment is applicable hereto. Notwithstanding the foregoing, no amendment of the Plan or this Agreement shall adversely affect the rights of the Grantee under this Agreement without the Grantee’s consent unless the Committee determines, in good faith, that such amendment is required for the Agreement to either be exempt from the application of, or comply with, the requirements of Section 409A, or as otherwise may be provided in the Plan.

15. Severability. In the event that one or more of the provisions of this Agreement shall be invalidated for any reason by a court of competent jurisdiction, any provision so invalidated shall be deemed to be separable from the other provisions hereof, and the remaining provisions hereof shall continue to be valid and fully enforceable.

16. Relation to Plan. This Agreement is subject to the terms and conditions of the Plan. This Agreement and the Plan contain the entire agreement and understanding of the parties with respect to the subject matter contained in this Agreement, and supersede all prior written or oral communications, representations and negotiations in respect thereto. Except to the extent expressly provided herein, in the event of any inconsistency between the provisions of this Agreement and the Plan, the Plan shall govern. Capitalized terms used herein without definition shall have the meanings assigned to them in the Plan. The Committee acting pursuant to the Plan, as constituted from time to time, shall, except as expressly provided otherwise herein, have the right to determine any questions which arise in connection with the grant of the Restricted Share Units.

17. Successors and Assigns. Without limiting Section 5 above, the provisions of this Agreement shall inure to the benefit of, and be binding upon, the permitted successors, administrators, heirs, legal representatives and assigns of the Grantee, and the successors and assigns of the Company.

18. Governing Law. The interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the State of Ohio, without giving effect to the principles of conflict of laws thereof.

19. Use of Grantee's Information. Information about the Grantee and the Grantee's participation in the Plan may be collected, recorded and held, used and disclosed for any purpose related to the administration of the Plan. The Grantee understands that such processing of this information may need to be carried out by the Company and its Subsidiaries and by third party administrators whether such persons are located within the Grantee's country or elsewhere, including the United States of America. The Grantee consents to the processing of information relating to the Grantee and the Grantee's participation in the Plan in any one or more of the ways referred to above.

20. Electronic Delivery. The Grantee hereby consents and agrees to electronic delivery of any documents that the Company may elect to deliver (including, but not limited to, prospectuses, prospectus supplements, grant or award notifications and agreements, account statements, annual and quarterly reports, and all other forms of communications) in connection with this and any other award made or offered under the Plan. The Grantee understands that, unless earlier revoked by the Grantee by giving written notice to the Secretary of the Company, this consent shall be effective for the duration of the Agreement. The Grantee also understands that he or she shall have the right at any time to request that the Company deliver written copies of any and all materials referred to above at no charge. The Grantee hereby consents to any and all procedures the Company has established or may establish for an electronic signature system for delivery and acceptance of any such documents that the Company may elect to deliver, and agrees that his or her electronic signature is the same as, and shall have the same force and effect as, his or her manual signature. The Grantee consents and agrees that any such procedures and delivery may be effected by a third party engaged by the Company to provide administrative services related to the Plan.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed on its behalf by its duly authorized officer and the Grantee has also executed this Agreement, as of the Date of Grant.

THE E.W. SCRIPPS COMPANY

/s/ Kim Williams

By: Kim Williams

Its: Chairman of the Board

Please note that you must accept the award set forth in this Agreement online in accordance with the procedures established by the Company and the Plan administrator. By accepting your award in accordance with these procedures, you acknowledge that a copy of the Plan, Plan Summary and Prospectus, and the Company's most recent Annual Report and Proxy Statement (the "Prospectus Information") either have been received by you or are available for viewing at the Corporate Office, and consent to receiving this Prospectus Information electronically, or, in the alternative, agree to contact Julie L. McGehee, Vice President, ESG and Corporate Secretary, The E. W. Scripps Company, 312 Walnut Street, Suite 2800, Cincinnati, OH 45202; 513-898-4075 (telephone); 513-977-3720 (facsimile), to request a paper copy of the Prospectus Information at no charge. You also represent that you are familiar with the terms and provisions of the Prospectus Information and hereby accept the award on the terms, and subject to the conditions, set forth herein and in the Plan. Specifically:

You acknowledge that you have read the forfeiture and repayment provisions of Section 23 of the Plan (the "Restrictive Covenants").

You understand that as a condition to receiving the award set forth in this Agreement that you must agree to be bound by and comply with the terms and conditions of the Restrictive Covenants.

You agree to notify the Company in writing if you have, or reasonably should have, any questions regarding the applicability of the Restrictive Covenants.

The terms and conditions of the Plan and this Agreement constitute a legal contract that will bind both you and the Company as soon as you accept the award.

Scripps approves new contract for CEO Adam Symson

Aug. 2, 2022

CINCINNATI – The board of directors of The E.W. Scripps Company (NASDAQ: SSP) has approved a new contract for Scripps President and CEO Adam P. Symson that runs through Dec. 31, 2027.

The new agreement replaces a three-year contract that began Jan. 1, 2020.

Symson assumed the president and CEO role in August 2017. Since that time, he has engineered the acquisition of ION Media and the creation of a new, highly profitable operating division made up of nine national broadcast networks, significantly increased the durability and reach of the company's Local Media portfolio and overseen significant improvement in the company's short-term operating performance. He sold the radio station group as well as the Stitcher and Triton businesses at high returns. He launched company initiatives to expand its NextGen TV/ATSC 3.0 opportunity, its connected television distribution and the number of U.S. TV households using digital antennas. He also successfully steered the company through the COVID-19 pandemic and resulting economic standstill as well as the transition of more than 5,000 employees to remote work environments. In 2018, he appointed the company's first chief diversity officer to accelerate its equity, diversity and inclusion initiatives.

"Adam's vision and leadership have continually delivered shareholder value through forward-looking strategies that have transformed the company's financial profile and positioned it for further growth and success," said Kim Williams, chair of the board. "He is widely respected nationally as an accomplished media executive and a proponent of the First Amendment protections of free press and free speech, and he has fostered a mission-based, performance-focused and inclusive workplace culture. We appreciate Adam's leadership, and we are pleased to be extending his tenure leading the company."

Williams said the board and company's approach to executive pay places a strong emphasis on variable compensation, in order to align management's interest with those of its shareholders.

Contact: Carolyn Micheli, senior vice president, Corporate Communications and Investor Relations, 513-977-3732, Carolyn.micheli@scripps.com

About Scripps

The E.W. Scripps Company (NASDAQ: SSP) is a diversified media company focused on creating a better-informed world. As one of the nation's largest local TV broadcasters, Scripps serves communities with quality, objective local journalism and operates a portfolio of 61 stations in 41 markets. The Scripps Networks reach nearly every American through the national news outlets Court TV and Newsy and popular entertainment brands ION, Bounce, Grit, Laff, ION Mystery, Defy TV and TrueReal. Scripps is the nation's largest holder of broadcast spectrum. Scripps runs an award-winning investigative reporting newsroom in Washington, D.C., and is the longtime steward of the Scripps National Spelling Bee. Founded in 1878, Scripps has held for decades to the motto, "Give light and the people will find their own way."