

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this “Agreement”), dated as of March 7, 2006, is made and entered into by and between NBC License Company, a Delaware corporation (the “Contributor”), NBC WNCN License Company, a Delaware corporation (“WNCN”), NBC WVTM License Company, a Delaware corporation (“WVTM”), NBC WCMH License Company, a Delaware corporation (“WCMH”) and NBC WJAR License Company, a Delaware corporation (“WJAR” and, together with WNCN, WVTM and WCMH, the “Companies”).

WHEREAS, the Contributor, the sole shareholder of each of the Companies, desires (i) to contribute (the “WNCN Contribution”) to WNCN, upon the terms and subject to the conditions set forth in this Agreement, (x) the FCC License for WNCN(TV), Goldsboro, NC (FID NO. 50782), (y) all of its rights and obligations under the Affiliation Agreement, dated as of April 30, 2004, between Outlet Broadcasting, Inc., a Rhode Island corporation and predecessor to the Contributor (“Outlet”), and NBC Television Network (regarding WNCN(TV)) and (z) all other assets and authorizations directly related to WNCN(TV) held by the Contributor (the “WNCN Assets”); (ii) to contribute (the “WVTM Contribution”) to WVTM, upon the terms and subject to the conditions set forth in this Agreement, (x) the FCC License for WVTM-TV, Birmingham, AL (FID NO. 74173), (y) all of its rights and obligations under the Affiliation Agreement, dated as of April 30, 2004, between Birmingham Broadcasting (WVTM-TV), LLC, predecessor to the Contributor, and NBC Television Network (regarding WVTM-TV) and (z) all other assets directly related to WVTM-TV held by the Contributor (the “WVTM Assets”); (iii) to contribute (the “WCMH Contribution”) to WCMH, upon the terms and subject to the conditions set forth in this Agreement, (x) the FCC License for WCMH-TV, Columbus (FID NO. 50781), (y) all of its rights and obligations under the Affiliation Agreement, dated as of April 30, 2004, between Outlet and NBC Television Network (regarding WCMH-TV) and (z) all other assets directly related to WCMH-TV held by the Contributor (the “WCMH Assets”); and (iv) to contribute (the “WJAR Contribution” and, together with the WNCN Contribution, the WVTM Contribution and the WCMH Contribution, the “Contributions”) to WJAR, upon the terms and subject to the conditions set forth in this Agreement, (x) the FCC License for WJAR(TV), Providence, RI (FID NO. 50780), (y) all of its rights and obligations under the Affiliation Agreement, dated as of April 30, 2004, between Outlet and NBC Television Network (regarding WJAR(TV)) and (z) all other assets directly related to WJAR(TV) held by the Contributor (the “WJAR Assets”).

WHEREAS, the Contributions are intended to qualify as tax-free transfers of property under Section 351 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the foregoing and of their respective covenants, representations, warranties and agreements set forth in this Agreement, and intending to be legally bound hereby, the parties hereto agree as follows:

1. WNCN Contribution. The Contributor hereby grants, assigns, conveys, transfers and delivers to WNCN, upon the terms and subject to the conditions set forth in this Agreement, as of the date of this Agreement, all right, title and interest of the Contributor in and to the WNCN Assets as a contribution to the capital of WNCN.

2. WVTM Contribution. The Contributor hereby grants, assigns, conveys, transfers and delivers to WVTM, upon the terms and subject to the conditions set forth in this Agreement, as of the date of this Agreement, all right, title and interest of the Contributor in and to the WVTM Assets as a contribution to the capital of WVTM.

3. WCMH Contribution. The Contributor hereby grants, assigns, conveys, transfers and delivers to WCMH, upon the terms and subject to the conditions set forth in this Agreement, as of the date of this Agreement, all right, title and interest of the Contributor in and to the WCMH Assets as a contribution to the capital of WCMH.

4. WJAR Contribution. The Contributor hereby grants, assigns, conveys, transfers and delivers to WJAR, upon the terms and subject to the conditions set forth in this Agreement, as of the date of this Agreement, all right, title and interest of the Contributor in and to the WJAR Assets as a contribution to the capital of WJAR.

5. Conditions Precedent.

5.1 The execution and delivery of the Contribution Agreement, dated as of March 7, 2006, by and between NBC Telemundo License Co., a Delaware corporation, and the Contributor, pursuant to which NBC Telemundo License Co. contributed certain of the assets to the Contributor, shall be a condition precedent to the transactions contemplated by this Agreement.

5.2 The Federal Communications Commission of the United States of America (or any successor agency) has issued one or more orders consenting to the Application for Consent to Assign Broadcast Station License relating to the FCC licenses transferred hereby.

6. Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and the heirs, legal representatives and successors of the parties hereto.

7. Assignment. None of the parties hereto may assign any rights under this Agreement and any such purported assignment of rights hereunder shall be void.

8. Applicable Law; Forum Selection. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

9. Invalidity of Provisions. The invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of this Agreement, including that provision, in any other jurisdiction.

10. Headings; Execution in Counterparts. The headings and captions contained herein are for convenience of reference only and shall not control or affect the meaning or construction of any provision hereof. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

11. Amendment. This Agreement may not be amended, modified or supplemented and no waivers of or consents to departures from the provisions hereof may be given unless consented to in writing by each of the parties hereto. Unless otherwise specified in such waiver or consent, a waiver or consent given hereunder shall be effective only in the specific instance and for the specific purpose for which, given.

12. Integration. The parties agree that this Agreement contains the entire understanding between the parties hereto relating to the subject matter hereof.

13. Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give to any third party any rights or remedies against any party hereto.

14. Further Assurances. Each of the parties hereto covenants and agrees upon the request of the other, to do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may be reasonably necessary or desirable to give full effect to this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

NBC License Company

By: _____
Name:
Title:

NBC WNCN License Company

By: _____
Name:
Title:

NBC WVTM License Company

By: _____
Name:
Title:

NBC WCMH License Company

By: _____
Name:
Title:

NBC WJAR License Company

By: _____
Name:
Title: