

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "**Agreement**") is made as of May __, 2015, by and between **BRIAN W. BRADY**, an individual ("**Brady**"), **BRISTLECONE, LLC**, a Michigan limited liability company ("**Bristlecone (MI)**") and Northwest Broadcasting, L.P., a Delaware limited partnership ("**NBLP**").

WHEREAS, Brady is a member of Bristlecone Broadcasting LLC, a Delaware limited liability company (the "**Company**") and has a [50.0701%] membership interest in the Company (the "**Voting Interest**");

WHEREAS, Bristlecone (MI) is a member of the Company and has a [49.9299%] non-voting membership interest in the Company (the "**Non-Voting Interest**" and, together with the Voting Interest, the "**Assigned Interests**");

WHEREAS, Brady and Bristlecone (MI) are parties to the Amended and Restated Limited Liability Company Agreement of the Company, dated as of January 1, 2015 (the "**Operating Agreement**");

WHEREAS, Brady desires to contribute and assign to NBLP the Voting Interest upon the receipt of approval by the Federal Communications Commission of such contribution (such approval, the "**FCC Approval**"); and

WHEREAS, Bristlecone (MI) desires to contribute and assign to NBLP the Non-Voting Interest upon the receipt of the FCC Approval.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. **Contribution of Interest and Joinder.** Brady and Bristlecone (MI) hereby agree that, upon the receipt of the FCC Approval, they shall promptly contribute and assign the Assigned Interests to NBLP in exchange for limited partnership interests in NBLP as described on Schedule 1 hereto (the "**Transfers**"). NBLP hereby agrees that, upon such contribution and assignment, NBLP shall (i) assume the rights and obligations of Brady and Bristlecone (MI) related to such Assigned Interests, and (ii) agree fully, completely and timely to perform, comply with and discharge, each and all of the obligations, duties and liabilities of with respect to such Assigned Interests .

2. **Governing Law.** This Agreement shall be governed by the internal law, and not the law of conflicts, of the State of Delaware.

3. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be identical and all of which, taken together, shall constitute one instrument. Delivery of an executed signature page of this Agreement by facsimile transmission shall be effective as an in-hand delivery of an original executed counterpart hereof.

[The next pages are the signature pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Brian W. Brady

BRISTLECONE, LLC

By: _____
Name: Brian W. Brady
Title: Manager

AGREED AND ACCEPTED

Northwest Broadcasting, L.P.

By: Northwest Broadcasting, Inc., its general partner

By: _____
Name: Brian W. Brady
Title: President

SCHEDULE 1

OWNERSHIP OF NBLP

Brian Brady	Limited Partner	[49.xxx]
Bristlecone (MI)	Limited Partner	[50]
NBI	General Partner	
SBC	Limited Partner	