

## CONTRIBUTION AGREEMENT

**THIS CONTRIBUTION AGREEMENT** (this "**Agreement**") is made as of May \_\_, 2015, by and between **BRIAN W. BRADY**, an individual ("**Brady**") and NBI Holdings LLC, a Delaware limited liability company ("**Holdings**").

WHEREAS, Brady is the holder of all of the outstanding capital stock (the "**NBI Stock**") of Northwest Broadcasting, Inc., a Delaware corporation ("**NBI**");

WHEREAS, Brady is the holder of all of the outstanding capital stock (the "**Stainless Stock**") of Stainless Broadcasting Company, a Delaware corporation ("**Stainless**");

WHEREAS, Brady is the holder of all of a 49.2665% limited partnership interest (the "**NBLP Interest**" and, together with the NBI Stock and the Stainless Stock, the "**Assigned Interests**") of Northwest Broadcasting, L.P., a Delaware limited partnership ("**NBLP**");

WHEREAS, Brady is a party to the Second Amended and Restated Limited Partnership Agreement of NBLP, dated as of February 16, 2012 (as amended, the "**Partnership Agreement**"); and

WHEREAS, Brady desires to contribute and assign to Holdings the Assigned Interests upon the receipt of approval by the Federal Communications Commission of such contribution (such approval, the "**FCC Approval**")

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

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Partnership Agreement.
2. **Contribution and Joinder.** Upon receipt of the FCC Approval, Brady hereby agrees to contribute and assign the Assigned Interests to Holdings in exchange for one hundred percent (100%) of the membership interests of Holdings. Upon such contribution and assignment, Holdings shall assume the rights and obligations of Brady related to such Assigned Interests and shall fully, completely and timely to perform, comply with and discharge, each and all of the obligations, duties and liabilities of with respect to the NBLP Interest under the Partnership Agreement. Upon such contribution and assignment, Holdings shall be bound by the Partnership Agreement as a Limited Partner.
3. **Governing Law.** This Agreement shall be governed by the internal law, and not the law of conflicts, of the State of Delaware.
4. **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

**NBI HOLDINGS LLC**

By: \_\_\_\_\_  
Name: Brian W. Brady  
Title:

**AGREED AND ACCEPTED**

**NORTHWEST BROADCASTING, INC.**

By: \_\_\_\_\_  
Name: Brian W. Brady  
Title: President

**STAINLESS BROADCASTING COMPANY**

By: \_\_\_\_\_  
Name: Brian W. Brady  
Title: President

**Northwest Broadcasting, L.P.**

**By: Northwest Broadcasting, Inc., its general partner**

By: \_\_\_\_\_  
Name: Brian W. Brady  
Title: President