

CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is made on this 28th day of November 2017 by and between ABC, Inc., a New York corporation ("Parent"), ABC Holding Company Inc., a Delaware corporation ("Subsidiary") and American Broadcasting Companies, Inc., a Delaware corporation ("Assignee").

WHEREAS, Parent holds 100 percent of the membership interest in New York AM Radio, LLC (the "Interest");

WHEREAS, New York AM Radio, LLC holds licenses, permits and other authorizations which have been issued to it by the Federal Communications Commission (the "FCC")

WHEREAS, Parent is the direct owner of 100 percent of the stock of Subsidiary;

WHEREAS, Subsidiary is the direct owner of 100 percent of the stock of Assignee.

WHEREAS, each of the parties hereto desires, and has determined that, it is advisable and in its best interest that Parent transfer and assign the Interest to Subsidiary and that immediately thereafter, Subsidiary transfer and assign the Interest to Assignee, on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Parent, Subsidiary and Assignee (the "Parties") hereby agree as follows:

1. Transfer of the Interest. On the Effective Date, Parent hereby agrees to contribute, transfer, assign, convey and deliver to Subsidiary all of its right, title and interest in, to and under the Interest; and immediately thereafter, Subsidiary hereby agrees to contribute, transfer, assign, convey and deliver to Assignee, its successors and assigns, forever, all of its right, title and interest in, to and under the Interest (collectively, the "Transfers"). Assignee does hereby accept good and marketable title to, and all rights and interests in and under, the Interest.

2. Effective Date. The Transfers shall be take place on the "Effective Date," which shall be the date that is two (2) business days after the date of the FCC's consent to the Transfers, unless otherwise agreed by the Parties. Parent shall provide notice of the Effective Date to Subsidiary and Assignee no later than the day prior thereto.

3. Deliveries. This Agreement shall serve as satisfactory documentation of the Transfers, with no need for further documentary evidence to complete the Transfers on the Effective Date. Notwithstanding the foregoing, each Party agrees, at any time and from time to time after the Effective Date, upon the reasonable

request of another Party, to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to make effective the transactions contemplated by this Agreement and to provide the requesting Party with the intended benefits of this Agreement.

4. Successors and Assigns. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

5. Third Party Beneficiaries. Nothing contained in this Agreement, expressed or implied, shall confer unto any person other than the Parties or their respective successors and assigns any right, obligation, remedy or benefit hereunder.

6. No Representations or Warranties. Except as may expressly be set forth herein, (a) neither Parent, Subsidiary nor any other person makes any representation or warranty of any kind whatsoever, express or implied, with respect to the Interest; and (b) none of the Parties or any other person makes any representation or warranty with respect to any information made available in connection with the Transfers or the entering into of this Agreement.


7. Applicable Law. This Agreement shall be governed by the laws of the State of Delaware.

8. Amendments. No amendment or modification of this Agreement shall be effective unless it is set forth in writing and signed by all the Parties.


9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day first written above.

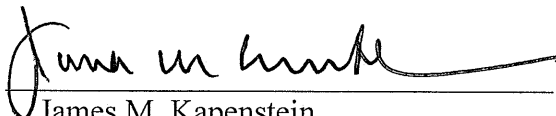
ABC, INC.

By: 
Matthew L. McGinnis
Vice President

ABC HOLDING COMPANY INC.

By: 
Marsha L. Reed
Secretary

AMERICAN BROADCASTING COMPANIES, INC.

By: 
James M. Kapenstein
Vice President