

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement, is made as of this 22d day of September, 2014 between Hoosier AM/FM, LLC ("Assignor") and Long Point Communications LLC ("Assignee", and collectively with the Assignor, the "Parties").

RECITALS

WHEREAS, Assignor is a party to that certain Asset Purchase Agreement dated June 30, 2014 by and among Finger Lakes Radio Group, Inc., Geneva Broadcasting, Inc., Lake Country Broadcasting, Inc., Auburn Broadcasting, Inc., and ROI Broadcasting, Inc. (collectively, "FLRG") and Assignor (the "APA"), pursuant to which Assignor has the right to purchase certain assets and take assignment of the licenses issued by the Federal Communications Commission ("FCC") to FLRG, a copy of which is attached hereto as Exhibit A;

WHEREAS, pursuant to that certain Order dated September 2, 2014 entered in the matter of In re: George W. Kimble and Patricia J. Anderson Kimble, Case No. 4:09-bk-33058-EWH, the United States Bankruptcy Court for the District of Arizona approved the APA and the consummation of the transactions contemplated therein, subject to a binding increase of the purchase price to \$3,375,000.00;

WHEREAS, all capitalized terms used but not defined herein shall have the meanings given those terms in the APA;

WHEREAS, pursuant to Section 13.3 of the APA, Assignor has the right to assign to Assignee all or any portion of Assignor's rights under the APA;

WHEREAS, Assignor and Assignee have agreed that Assignor shall assign to Assignee all of Assignor's rights and obligations to purchase the Assets from FLRG, subject to FCC consent.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignor does hereby assign to Assignee all of Assignor's rights and obligations pursuant to the APA, including the right to purchase all the Assets and to have assigned to Assignee all of the Licenses, to have and to hold unto the Assignee and its successors and assigns forever, and for Assignee's exclusive use and benefit, with the full power and authority of Assignee to sue for and enforce the same, in the name, place and stead of Assignor or otherwise. Upon execution of this Assignment and Assumption Agreement by Assignor and Assignee, Assignee shall be treated as the Buyer under the APA and shall benefit from all of the provisions of the APA.

2. In the event that the APA is terminated for any reason, this Agreement shall similarly terminate, and neither party shall have any further rights or obligations hereunder.

3. For purposes of Section 13.4 of the APA, notice to Assignee shall be given to the following address:

Long Point Communications LLC
550 Cochituate Road, Ste. 25
Framingham, MA 01701
Attn: Bruce G. Danziger
Email: Voxmedia@aol.com

With a copy to:

Sheehan Phinney Bass + Green PA
1000 Elm Street, 17th Floor
Manchester, NH 03101
Attn: Joseph A. DiBrigida, Jr., Esq.
Email: jdibrigida@sheehan.com

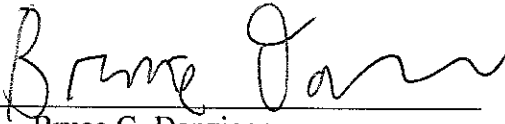
4. Each Party (the "Indemnifying Party") shall indemnify and hold the other Party (the "Indemnified Party") harmless from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, and disbursements of any kind or nature whatsoever including, without limitation, reasonable attorneys' fees and settlements costs, which may be imposed on, incurred by, or asserted against the Indemnified Party directly or indirectly relating to or arising out of the Indemnifying Party's actions or failure to act under this Agreement or the APA.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the date first set forth above.

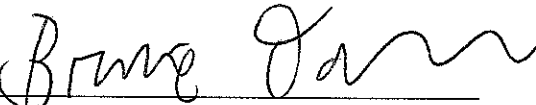
Assignor:

HOOSIER AM/FM, LLC

By: 
Bruce G. Danziger
Manager

Assignee:

LONG POINT COMMUNICATIONS LLC

By: 
Bruce G. Danziger
Manager