

TERMINATION AGREEMENT

This Termination Agreement, dated June 2, 2016 (the "**Termination Agreement**"), is entered into between Gayle Eskay Mills, as Trustee of the Kimble Bankruptcy Estate ("**Trustee**"), and Alan Bishop, an individual residing at 25 Kerry Hill, Fairport, NY 14450 ("**Bishop**"), and each of Finger Lakes Radio Group, Inc., Geneva Broadcasting, Inc., Lake Country Broadcasting, Inc., Auburn Broadcasting, Inc. and ROI Broadcasting, Inc. (The parties to this Agreement shall be collectively referred to herein as the "Parties")

WHEREAS, George Kimble and Patricia Kimble, husband and wife, are Chapter 7 Debtors in a bankruptcy pending in the District of Arizona, Case No. 4:09-bk-33058-BMW (the "**Kimble Bankruptcy**"). Gayle Eskay Mills is the duly appointed and serving Chapter 7 Trustee for the Kimble Bankruptcy Estate;

WHEREAS, as a result of the Kimble Bankruptcy, the Trustee holds beneficially and of record the shares of stock (collectively referred to as the "**Shares**") in the companies listed below (collectively, the "**Companies**");

1. Finger Lakes Radio Group, Inc., 150 shares of common stock, no par value.
2. Geneva Broadcasting, Inc., 150 shares of common stock, no par value.
3. Lake Country Broadcasting, Inc., 75 shares of common stock, no par value.
4. Auburn Broadcasting, Inc., 150 shares of common stock, no par value
5. ROI Broadcasting, Inc., 100 shares of common stock, no par value.

WHEREAS, the Trustee has determined that it is in the best interest of the bankruptcy estate to transfer all of the Shares to Bishop;

WHEREAS, the Trustee and Bishop have entered into a Stock Purchase Agreement of even date herewith (the "**Stock Purchase Agreement**") pursuant to which Trustee shall sell all of the Shares to Bishop pursuant to the terms and conditions of the Stock Purchase Agreement;

WHEREAS, Kimble and Bishop entered into the shareholders agreements set forth below for each of the Companies (each a "**Shareholders' Agreement**," and, collectively, the "**Shareholders Agreements**"), and the Shares are subject to the restrictions in the Shareholders Agreements:

1. Shareholders Agreement of The Fingerlakes Radio Group, Inc. dated July 27, 2007, by and between George Kimble and Alan Bishop.

2. Shareholders Agreement of Geneva Broadcasting, Inc. dated July 27, 2007, by and between George Kimble and Alan Bishop.
3. Shareholders Agreement of Lake County Broadcasting, Inc. dated July 27, 2007, by and between George Kimble and Alan Bishop.
4. Shareholders Agreement of Auburn Broadcasting, Inc. dated July 27, 2007, by and between George Kimble and Alan Bishop.
5. Shareholders Agreement of ROI Broadcasting, Inc. dated July 27, 2007, by and between George Kimble and Alan Bishop.

WHEREAS, the Parties hereto desire to terminate the Shareholders Agreements on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Termination Agreement have the respective meanings assigned to them in the Stock Purchase Agreement.
2. Termination of the Agreement. Each Shareholders' Agreement is hereby terminated effective immediately prior to the Closing on the Closing Date (the "**Termination Date**"). From and after the Termination Date, each Shareholders' Agreement will be of no further force or effect, and the rights and obligations of each of the Parties thereunder shall terminate.
3. Miscellaneous.
 - (a) This Termination Agreement and all matters arising out of or relating to this Termination Agreement are governed by, and construed in accordance with, the laws of the State of New York, without regard to the conflict of laws provisions of such State.
 - (b) This Termination Agreement may only be amended, modified, waived or supplemented by an agreement in writing signed by each Party.
 - (c) This Termination Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement.
 - (d) Each of the Parties shall, from time to time at the request and sole expense of the other Party furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary to carry out the

provisions of this Termination Agreement and give effect to the transactions contemplated hereby.

(e) This Termination Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the date first written above.

BANKRUPTCY ESTATE


Name: Gail Eskay Mills
Title: Chapter 7 Trustee

Name: Alan Bishop

FINGERLAKES RADIO GROUP, INC.

Name: Alan Bishop

Title: President

GENEVA BROADCASTING, INC.

Name: Alan Bishop

Title: President

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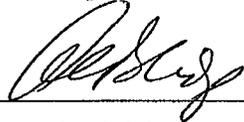
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BANKRUPTCY ESTATE

Name: Gail Eskay Mills

Title: Chapter 7 Trustee



Name: Alan Bishop

FINGERLAKES RADIO GROUP, INC.



Name: Alan Bishop

Title: President

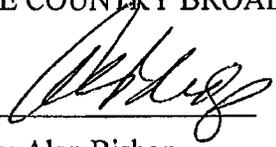
GENEVA BROADCASTING, INC.



Name: Alan Bishop

Title: President

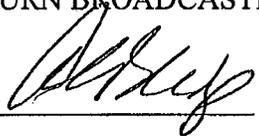
LAKE COUNTRY BROADCASTING, INC.



Name: Alan Bishop

Title: President

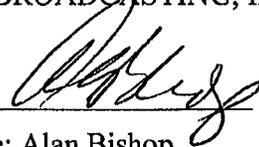
AUBURN BROADCASTING, INC.



Name: Alan Bishop

Title: President

ROI BROADCASTING, INC.



Name: Alan Bishop

Title: President