

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT is made as of the 2nd day of January 2006 by and between **DOT COMMUNICATIONS INC.**, a New York corporation (“DOT”), and **GALAXY ALBANY LICENSEE LLC**, a New York limited liability company (the “Company”).

BACKGROUND:

DOT is the holder of the licenses, permits and authorizations issued by the Federal Communications Commission (the “FCC”) listed on Schedule 1 attached hereto (together with any applications for licenses, permits and authorizations listed thereon) (collectively, the “FCC Authorizations”). DOT desires to contribute and assign the FCC Authorizations to the Company in exchange for all of the outstanding membership interests in the Company. The parties acknowledge that the FCC Authorizations may not be contributed and assigned by DOT to the Company without the prior written consent of the FCC.

Accordingly, in consideration of the foregoing and of the mutual promises, covenants and conditions set forth herein, the parties agree as follows:

1. Contribution of FCC Authorizations. At the Closing (as hereinafter defined), (i) DOT shall (and, effective upon the Closing, hereby does) contribute, assign and transfer to the Company the FCC Authorizations, and (ii) the Company shall (and, effective upon the Closing, hereby does) issue membership interests to DOT in accordance with the Operating Agreement of the Company executed by DOT concurrently with the execution of this Agreement (the “Operating Agreement”).

2. Closing. The Closing under this Agreement (the “Closing”) shall, unless the parties agree otherwise, automatically take place upon the later to occur of (i) issuance of the FCC Consent (as hereinafter defined), or (ii) the closing of the refinancing of the senior secured indebtedness of DOT and its parent, Galaxy Communications, LP.

3. Covenants.

3.1 Filing with the FCC. As soon as practicable, DOT and the Company shall join in and file with the FCC an application or applications requesting the FCC’s written consent to the assignment of the FCC Authorizations from DOT to the Company (the “Assignment Application”), and they will diligently take all steps necessary or desirable and proper to prosecute expeditiously the Assignment Application and obtain the FCC’s grant of consent to the Assignment Application in accordance with the terms thereof (the “FCC Consent”).

3.2 Further Assurances. At any time and from time to time following the Closing, each of the parties shall execute and deliver to the other party such additional instruments, and shall take such other actions, as the other party may request to further carry into effect the transactions contemplated by this Agreement.

4. Miscellaneous.

4.1 Entire Agreement. This Agreement and the Operating Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and thereof.

4.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed in New York.

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

DOT COMMUNICATIONS INC.

By: _____
Edward F. Levine
Its President

GALAXY ALBANY LICENSEE LLC

By: _____
Name: Edward F. Levine
Title: President

**Contribution Agreement
Galaxy Albany Licensee LLC
Schedule 1**

Licenses for Station WRCZ-FM, Ravena, NY

Licenses for Station WEGQ-FM, Scotia, NY