

STOCK PURCHASE AGREEMENT

This Agreement is made as of the 29th day of July, 2015 by and among **THOMAS MOLLEN SR., PATRICIA MOLLEN, THOMAS MOLLEN JR., LAURA COMERFORD,** and **KEVIN MOLLEN** (hereinafter collectively referred to as “Sellers”) with a mailing address c/o Patricia Mollen, 705 Valley View Drive, Endwell, NY 13760, **STEVEN J. GILINSKY** (hereinafter “Purchaser”) having a mailing address at 846 Jon Lane, Endwell, NY 13760 and G M BROADCASTING, INC., a New York Corporation (the “Corporation”) having a mailing address at 3215 E. Main St., 2nd Floor, Endwell, NY 13760.

RECITALS

WHEREAS, Sellers are the owners of 3,750 shares of voting and non-voting stock of the Corporation, as follows:

	Shares of Voting Stock	Shares of Non-Voting Stock
Thomas Mollen Sr.	375	
Patricia Mollen		2,958
Thomas Mollen, Jr.		139
Laura Comerford		139
Kevin Mollen		139

WHEREAS, Purchaser desires to purchase all of the shares of stock of the Sellers as aforesaid, and Sellers desire to sell all such shares to the Purchaser on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein provided, the parties hereto, each intending to be legally bound hereby, do hereby agree as follows:

1. Stock and Rights to be Purchased. The Purchaser purchases from the Sellers 375 shares of voting stock and 3,375 shares of non-voting stock of the Corporation, a New York Corporation engaged in radio broadcasting, representing all of the right, title and interest of the Sellers in the Corporation.

2. Purchase Price. Subject to the terms and conditions herein contained, the Sellers shall sign, assign, transfer and deliver to the Purchaser, who shall purchase from the Sellers, an aggregate of 375 shares of voting stock and 3,375 shares of non-voting stock registered in the names of the Sellers for the following consideration:

- a. The total purchase price of Two Hundred Fifty Thousand Dollars (\$250,000.00) payable in cash or certified funds, to be paid as follows:
 - (i) The sum of Twenty-Five Thousand Dollars (\$25,000) shall be paid to Sellers at the execution of this Agreement on account of the sale. In the event this Agreement is terminated in accordance with its provisions, the \$25,000 shall be refunded to the Purchaser by Sellers.
 - (ii) Two Hundred Twenty-Five Thousand Dollars (\$225,000) to be paid at the time of closing, which closing is to take place within ten (10) business days after receipt of any and all approvals of the Purchaser and the transactions contemplated by this Agreement by the Federal Communications Commission (FCC). Purchaser shall immediately apply for and diligently seek any and all necessary approvals from the FCC, at the Purchaser's sole expense, and the application for FCC approval will be filed by Purchaser within ten (10) business days after the date of this Agreement.
- 3. Contingencies/Other Considerations:
 - a. This Agreement is contingent upon Purchaser obtaining all necessary approvals from the FCC, at Purchaser's sole expense.
 - b. This Agreement is contingent upon the Sellers being released from all liability and responsibility for any outstanding business loans and personal guarantees of such loans with Chemung Canal Trust Company and said bank releasing to Sellers any collateral owned personally by Sellers that is held in connection with the same, including any life insurance policies.
 - c. As part of the consideration for the purchase, the Purchaser agrees to assume all debt and expenses of the Corporation existing as of the date of closing, regardless of the date as to when such debt and expenses were incurred, provided such debt and expenses constitute legitimate business expenses of the Corporation and are either set forth on the Corporation's most recent financial statements or have been incurred in the ordinary course of business after the date of the Corporation's most recent financial statements, and further agrees to indemnify, defend and hold harmless the

Sellers from any and all claims, suits, complaints or demands arising out of any such debts and expenses.

- d. This Agreement is contingent upon the Purchaser and Corporation entering into a Consulting Agreement with Patricia Mollen as of the closing date upon terms and conditions mutually agreeable.
- e. Pending the closing, Patricia Mollen, will remain an employee of the Corporation with the same benefits presently in place; provided, however, that as of the date of this Agreement, Patricia Mollen will no longer receive a salary from the Corporation. Notwithstanding the foregoing, the parties agree that if the closing does not occur within one hundred (100) days of submission of the application to the FCC for approval of the transactions contemplated by this Agreement, the Corporation will begin paying Patricia Mollen a salary of \$2,000 per month (less payroll taxes and deductions, which amounts to a net monthly payment to Patricia Mollen of \$1,656 per month) from that date through the closing date. If the transactions contemplated by this agreement do not close through no fault of the Seller and this Agreement is terminated, the Corporation agrees to pay Patricia Mollen a bonus in an amount equal to \$2,000 (less payroll taxes and deductions) for each month from June 1, 2015 through the date of termination of this Agreement during which the Corporation was not paying Patricia Mollen a salary pursuant to the terms of this Agreement (the "Termination Bonus").
- f. Notwithstanding anything herein to the contrary, the Corporation will pay the outstanding balance of all corporate credit cards and Sellers will have no responsibility therefor.

4. Closing: The closing shall take place at the offices of McDonough & Artz, P.C., 49 Court Street, Binghamton, NY 13901 or such other location as may be agreeable to by the parties within ten (10) business days after approval by the FCC.

At the closing, Sellers shall deliver to the Purchaser, free and clear of all encumbrances, except any encumbrances granted to Chemung Canal Trust Company in connection with loans made by Chemung Canal Trust Company to the Corporation, Certificates for the shares to be sold by the Sellers.

5. Documents to be Delivered at Closing:
 - a. Stock Certificates required by the preceding paragraph, accompanied by stock powers duly endorsed in form for transfer by delivery.
 - b. Affidavit of Sellers stating that the Corporation is in good standing and authorized to enter into this Agreement; that the Sellers are authorized to enter into this Agreement and to transfer the shares; that the Sellers have good and marketable title to the shares; that the Sellers do not know of or have reasonable cause to know of any claims, litigations, proceedings or government investigations pending or threatened against the Corporation or its assets; and that all representations and warranties of the Sellers made herein are true and correct as of the date of closing.
 - c. Resignation of each of the Sellers as Directors and/or Officers of the Corporation effective as of the date of closing.
 - d. The Minute Book and Stock Transfer Records of the Corporation.
 - e. Any and all other instruments and documents reasonably required or necessary to fulfill the obligations of the Sellers under this Agreement.
6. Representations of the Sellers: As an inducement to the Purchaser to purchase the stock, the Sellers jointly and severally warrant and represent as follows:
 - a. The Sellers have the full power and right and all authority and approval required to enter into, execute, and deliver this Agreement and to sell the Corporation stock. This Agreement has been approved by the shareholders and directors of the Corporation and this Agreement has been duly executed and delivered and constitutes the legal, valid, and binding obligation of Sellers enforceable against Sellers in accordance with its terms. No approval or consent of any foreign, federal, state, county, local or other governmental or regulatory body other than the FCC and no approval or consent of any other person is required in connection with the execution and delivery by Sellers of this Agreement and the consummation and performance by Sellers of the transactions contemplated hereby.
 - b. The Sellers are the owners, free and clear of any liens or encumbrances, of the shares of the Corporation's common stock set forth opposite their

name above, except any encumbrances granted to Chemung Canal Trust Company in connection with loans made by Chemung Canal Trust Company to the Corporation. The shares of Corporation stock held by Sellers are validly issued, fully paid and nonassessable. Except for this Agreement and any rights granted to Chemung Canal Trust Company in connection with loans made by Chemung Canal Trust Company to the Corporation, there are no outstanding obligations, options or rights (i) entitling any person to acquire shares of capital stock of any class of the Corporation or to acquire any securities or other instruments convertible into shares of capital stock of any class of the Corporation or (ii) relating to the conversion, redemption, purchase, cancellation, exchange or voting rights of any shares of capital stock of any class of the Corporation. The shares of the Corporation's common stock owned by Sellers and being transferred to Purchaser pursuant to this Agreement constitute all of the issued and outstanding stock of the Corporation other than stock already owned by Purchaser.

- c. The Corporation does not have any subsidiaries.
- d. The Corporation is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has the power and lawful authority to own its assets and properties and to carry on its business as it is now conducted. Corporation is not qualified to do business nor is it doing business in any other jurisdiction other than the State of New York.
- e. The Purchaser, as an employee and Officer and Shareholder of the Corporation, has had full access to all books and records of the Corporation and is not relying on any representations of the Sellers with respect to the status of the Corporation, except for the representations and warranties set forth in this Agreement, upon which Purchaser is entitled to rely and which the Sellers acknowledge and agree are being and can and will be relied upon Purchaser.
- f. Sellers have not entered into any other contract to sell or mortgage all or any part of the stock. However, Purchaser understands that the stock is

currently subject to a lien as security held by Chemung Canal Trust Company.

- g. The Corporation has not entered into any contract to sell or mortgage all or any of the Corporation's assets.
- h. Except as otherwise specified in this Agreement, the execution and delivery of this Agreement, the consummation of the transactions contemplated under this Agreement, and the performance by Sellers of this Agreement in accordance with its terms and conditions will not conflict with or result in the breach or violation of any of the terms or conditions of, or constitute (or with notice or lapse of time or both would constitute) a default under: (i) the Corporation's Certificate of Incorporation or Bylaws or any resolution adopted by the directors or shareholders of the Corporation; (ii) any instrument, contract or other agreement or arrangement by or to which Sellers or the Corporation is a party or by or to which Sellers or the Corporation, or either of their assets or properties, are bound or subject; or (iii) any statute, regulation, order, judgment or decree of any court or governmental or regulatory body.
- i. To the Sellers' knowledge, the Corporation has good and marketable title to its assets, free and clear of any and all mortgages, liens, easements, security interests, claims, pledges, charges, restrictions or other encumbrances of any kind or nature, including, but not limited to, tax liens, other than encumbrances set forth on the financial statements of the Corporation or on the Corporation's books and records.
- j. To the Sellers' knowledge, the Corporation has filed all tax returns required to be filed by Corporation as of the date of this Agreement, all of which tax returns are correct and complete in all material respects. To the Sellers' knowledge, any and all taxes owed by the Corporation have been paid. Sellers have no knowledge of any delinquent taxes or any outstanding and unpaid assessments, general or special, that are due and payable by the Corporation. To the Sellers' knowledge, the Corporation has paid in full through the date of this Agreement (or otherwise provided for) any and all withholding, sales, social security, unemployment

insurance taxes, and any other similar taxes of any kind that are due to the appropriate city, state and federal governments. To the Sellers' knowledge, there is no dispute or claim concerning any tax liability of the Corporation and the Corporation has not waived any statute of limitations in respect of taxes for any year.

- k. Neither Sellers nor the Corporation are a party to or, to the knowledge of Sellers, threatened with, any litigation or judicial, administrative or arbitration proceeding that: (a) questions the validity of this Agreement, or any other agreements, instruments or documents to be entered into by Sellers or the Corporation pursuant to this Agreement, or the right of Sellers or the Corporation to enter into this Agreement or to consummate the transactions contemplated hereby; or (b) has impaired or would reasonably be expected to impair Sellers' or the Corporation's ability to perform this Agreement or the consummation of the transactions contemplated by this Agreement. No Seller knows of any state of facts that reasonably might result in any such litigation or proceeding. No Sellers know of any dispute with any person under contract with Sellers or the Corporation that materially and adversely affects, or may materially and adversely affect, the Corporation or the assets of the Corporation.
- l To the Sellers' knowledge, all financial statements of the Corporation are correct and complete in all material respects, are consistent with the books and records of the Corporation, and present fairly the financial condition of the Corporation as of the applicable dates thereof and the results of operations of the Corporation's business for such periods. To the Sellers' knowledge, since the date of the most recent financial statements for the Corporation, there has not been any material adverse change in the financial condition of the Corporation.
- m. To the Sellers' knowledge, the Corporation does not have any material liabilities related to or associated with the Corporation's business and/or its assets, whether actual or contingent, except for (a) liabilities set forth in the most recent financial statements of the Corporation and (b) liabilities for legitimate business expenses that have arisen after the most recent

financial statements in the ordinary course of business and that will not materially and adversely affect the Corporation or its business.

- n. Without limiting the scope of any other representation or warranty in this Agreement, to the Sellers' knowledge, the Corporation is and at all times has been operated in compliance with all laws, rules, judgments or governmental authorizations or permits applicable to it or to the conduct of its business or the ownership or use of any of its properties or assets. To the Sellers' knowledge, the Corporation has not received any notice or other communication from any governmental authority or any other person regarding any actual, alleged or potential violation of, or failure to comply with, any applicable law, rule, judgment or governmental authorization or permit.
- o. The representations and warranties contained in this Section 6 shall be true and complete on the date of this Agreement and shall be true and complete on and as of the date of the closing with the same force and effect as though such representations and warranties had been made on and as of the date of the closing.

7. Purchaser and Corporation Representations and Warranties: The Purchaser and Corporation hereby warrant and represent that there are no outstanding loans, advances, amounts, monies or sums due to the Purchaser and/or the Corporation from the Sellers and release the Sellers, their heirs, successors and assigns from any such claims.

8. Conduct of the Corporation's Business Pending Closing: The Sellers warrant and represent that until the time of closing, the business shall be conducted in its ordinary course. Corporation shall not enter into any contract except in the ordinary course of business and the liability of the Corporation under such contract in the ordinary course of business shall not exceed Five Thousand Dollars (\$5,000). The Sellers shall use their best efforts to keep and retain the Corporation as an on-going concern pending the closing. Corporation shall comply with all laws, rules and regulations of the Federal, State, city and local government. The Sellers shall not remove or have removed any business assets except those consumed in the regular conduct of business. The Sellers shall have the Corporation preserve the good will of the Corporation's suppliers, customers and others having business relations with the Corporation. There will be no modifications in the financial condition of the Corporation except as occurring

in the ordinary and regular conduct of business. No dividends will be declared or paid on the stock of the Corporation.

9. Inspection of Records: The Purchaser has the right and has been afforded the opportunity to inspect or have inspected by a Certified Public Accountant appointed by the Purchaser and at Purchaser's expense the books and records of the Corporation. The representations, warranties and promises of the Purchaser and Sellers herein shall survive the closing. This Agreement shall be binding upon the heirs, executors, administrators, successor and assigns of the Purchaser and Sellers.

10. Brokers: The Purchaser and Sellers warrant and represent to each other that neither has employed any broker, finder or any other person or entity in connection with matters contemplated by this Agreement.

11. Release: Sellers hereby release, acquit and forever discharge Purchaser and the Corporation, or either of them, from any and all claims, liabilities, obligations, or any other actions of any nature whatsoever, known or unknown, suspected or unsuspected, which any of the Sellers may have, or at any time may have had, against Purchaser and/or the Corporation resulting from any Seller's status as a shareholder, director, officer, or employee of the Corporation, except for any claims regarding the obligations of Purchaser or the Corporation to Sellers pursuant to this Agreement or any ancillary agreements executed in connection with this Agreement. Purchaser and the Corporation hereby release, acquit and forever discharge Sellers from any and all claims, liabilities, obligations, or any other actions of any nature whatsoever, known or unknown, suspected or unsuspected, which Purchaser or the Corporation may have, or at any time may have had, against any Seller resulting from any Seller's status as a shareholder, director, officer, or employee of the Corporation, except for any claims regarding the obligations of any of the Sellers to Purchaser or the Corporation pursuant to this Agreement or any ancillary agreements executed in connection with this Agreement.

12. Indemnification: Sellers agree to jointly and severally indemnify, defend and hold harmless Purchaser, the Corporation and their respective affiliates, shareholders, officers, directors, representatives, employees, agents, successors and assigns from and against the entirety of any and all claims, actions, losses, liabilities, taxes, damages or deficiencies suffered by Purchaser or the Corporation arising out of or resulting from a breach of any representation, warranty, covenant or agreement of Sellers contained in this Agreement or in any document or other writing delivered pursuant to this Agreement. Purchaser and the Corporation agree to

indemnify, defend and hold harmless Sellers and their respective agents, successors and assigns from and against the entirety of any and all claims, actions, losses, liabilities, taxes, damages or deficiencies suffered by Sellers arising out of or resulting from a breach of any representation, warranty, covenant or agreement of Purchaser or the Corporation, respectively, contained in this Agreement or in any document or other writing delivered pursuant to this Agreement. The rights and remedies provided in this Section 12 are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise. Nothing in this Section 12 shall limit, in any manner, any remedy at law or equity to which any party may be entitled as a result of fraud or intentional misrepresentation by any other party or its employees, officers or directors.

13. Termination: This Agreement may be terminated as follows:

- a. The parties may terminate this Agreement by mutual written consent at any time prior to the Closing;
- b. Either party may terminate this Agreement upon the failure of any of the closing contingencies described in this Agreement; provided such failure cannot be cured.
- b. Purchaser may terminate this Agreement by giving written notice to the Sellers at any time prior to the Closing in the event that any Seller breaches any material representation, warranty, or covenant contained in this Agreement in any material respect, the Purchaser has notified the Sellers of the breach and the breach has continued without cure for a period of thirty (30) days after the notice of breach; and
- c. Sellers may terminate this Agreement by giving written notice to the Purchaser at any time prior to the Closing in the event the Purchaser has breached any material representation, warranty, or covenant contained in this Agreement in any material respect, Sellers have notified the Purchaser of the breach and the breach has continued without cure for a period of thirty (30) days after the notice of breach.

If any party terminates this Agreement pursuant to this Section 13, all rights and obligations of the parties hereunder shall terminate without any liability of any party to any other party (except for any liability of any party then in breach); provided, however, that the provisions contained in Section 3(e) regarding the Termination Bonus, the provisions contained in this Section 13 and

the provisions contained in Section 14 shall survive termination of this Agreement. Upon termination of this Agreement, the Sellers will return the \$25,000 down payment to Purchaser; provided, however that if the transactions contemplated by this Agreement do not close through no fault of the Sellers and this Agreement is terminated pursuant to this Section 13, the Sellers shall be entitled to retain a portion of the down payment equal to any Termination Bonus that may be due to Patricia Mollen until the Corporation pays said Termination Bonus. Once the Corporation pays the Termination Bonus, Sellers shall return the balance of the down payment to Purchaser.

14. Miscellaneous:

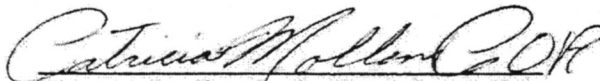
- a. This Agreement may be signed in counterparts and shall be subject to and governed by the laws of the State of New York. The parties consent to the exclusive jurisdiction and venue of any court of general jurisdiction in Binghamton or Broome County, New York.
- b. This Agreement sets forth all the representations, promises, agreements and understandings among the parties hereto with respect to this matter, and there are no other representations, promises, agreements or understandings, oral or written, other than as set forth, referred to or incorporated herein. This Agreement may not be changed or modified except in writing signed by the parties.
- c. Any notice, communication or request required or permitted to be given, made or accepted by any of the parties to the others shall be in writing and given (1) by personal delivery, (2) by a recognized overnight courier, or (3) by depositing the same in the United States mail addressed to the recipient at his, her or its address first set forth above, postage prepaid and certified mail, return receipt requested. Notice by personal delivery shall be effective upon delivery. Notice deposited in the mail in the manner herein described shall be effective 72 hours after such deposit. Notice deposited with overnight courier shall be effective 24 hours after such deposit. The address for notice of any of the parties may change by notice given to the other parties in the manner set forth herein.
- d. No part of this Agreement will be affected if any other part of it is held unenforceable or invalid. This Agreement shall not confer any rights or

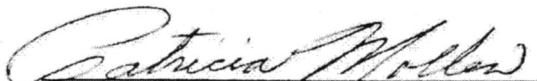
remedies upon any person other than the parties and their respective successors and permitted assigns. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require. The term “person” as used herein means an individual, a partnership, a limited liability company, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department, agency, or political subdivision thereof). The headings in this Agreement are inserted for convenience only and are not a part of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word “including” shall mean including without limitation.

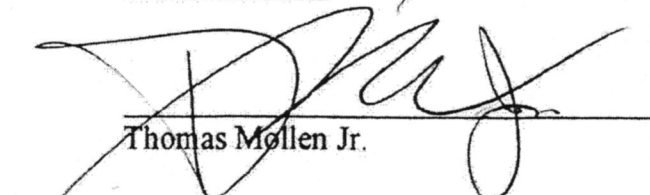
[Signature Page Follows]

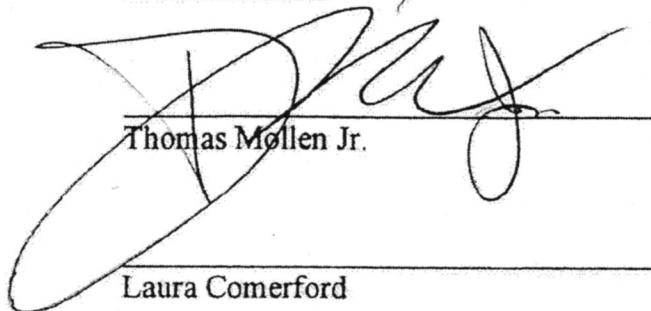
IN WITNESS WHEREOF, this Stock Purchase Agreement has been executed as to date
above set forth.

SELLERS:


Thomas Mollen Sr. by Patricia Mollen,
Attorney-in-Fact

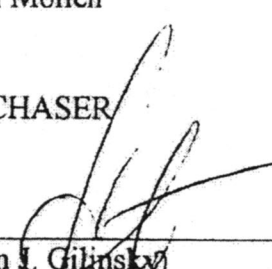

Patricia Mollen


Thomas Mollen Jr.


Laura Comerford

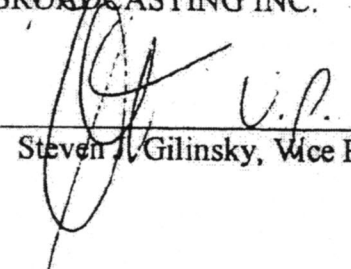
Kevin Mollen

PURCHASER



Steven J. Gilinsky

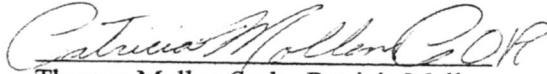
G M BROADCASTING INC.

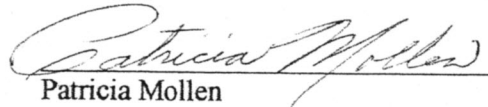
By:  V.P.

Steven J. Gilinsky, Vice President

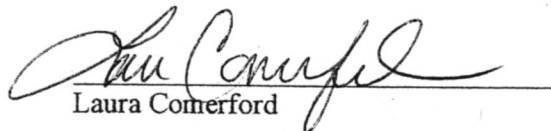
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Attorney-in-Fact


Patricia Mollen

Thomas Mollen Jr.


Laura Comerford

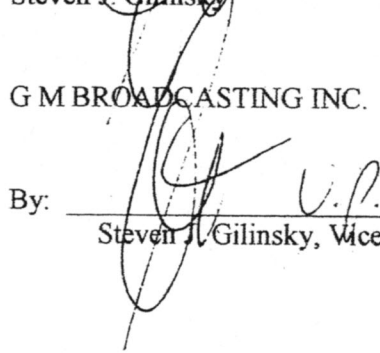
Kevin Mollen

PURCHASER



Steven J. Gilinsky

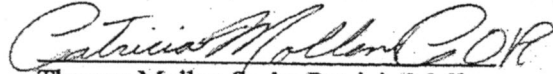
G M BROADCASTING INC.

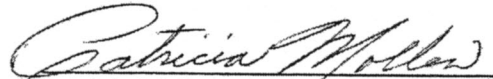
By:  V.P.

Steven J. Gilinsky, Vice President

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SELLERS:


Thomas Mollen Sr. by Patricia Mollen,
Attorney-in-Fact


Patricia Mollen

Thomas Mollen Jr.

Laura Comerford



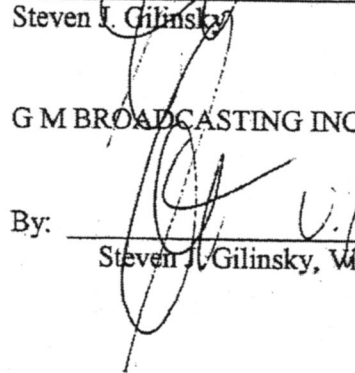
Kevin Mollen

PURCHASER



Steven J. Gilinsky


G M BROADCASTING INC.

By:  V.P.

Steven J. Gilinsky, Vice President

STATE OF NEW YORK)
) ss.:
COUNTY OF BROOME)

On the 21 day of July, 2015, before me, the undersigned, a notary public in and for said State, personally appeared PATRICIA H. MOLLEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed as Attorney-in-Fact for THOMAS MOLLEN SR. and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.




Notary Public
PHILIP J. ARTZ
Notary Public, State of New York
No. 02AR4977264
Residing in Broome County
My commission expires Jan. 28, 2019

STATE OF NEW YORK)
) ss.:
COUNTY OF BROOME)

On the 21 day of July, 2015, before me, the undersigned, a notary public in and for said State, personally appeared PATRICIA MOLLEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

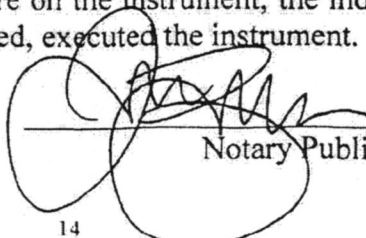
PHILIP J. ARTZ
Notary Public, State of New York
No. 02AR4977264
Residing in Broome County
My commission expires Jan. 28, 2019



Notary Public

~~Pennsylvania~~
STATE OF ~~NEW YORK~~)
) ss.:
~~Chester~~
COUNTY OF ~~BROOME~~)

On the 27th day of July, 2015, before me, the undersigned, a notary public in and for said State, personally appeared THOMAS MOLLEN JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



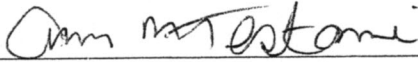
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jonathon Bell, Notary Public
East Pikeland Twp., Chester County
My Commission Expires July 25, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

STATE OF NEW YORK)
) ss.:
COUNTY OF BROOME)

On the 23 day of July, 2015, before me, the undersigned, a notary public in and for said State, personally appeared LAURA COMERFORD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ANN M. TESTANI
Notary Public, State of New York
No. 01TE6136574
Residing in Broome County
My commission expires November 14, 2017



Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF BROOME)

On the day of July, 2015, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN MOLLEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

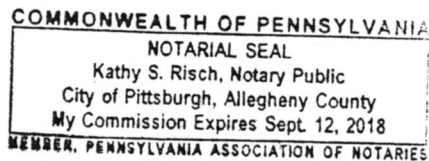
STATE OF NEW YORK)
) ss.:
COUNTY OF BROOME)

On the day of July, 2015, before me, the undersigned, a notary public in and for said State, personally appeared LAURA COMERFORD, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Pennsylvania
STATE OF NEW YORK)
) ss.:
COUNTY OF ~~BROOME~~) *Allegheny Allegheny*

On the *24* day of July, 2015, before me, the undersigned, a notary public in and for said State, personally appeared KEVIN MOLLEN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

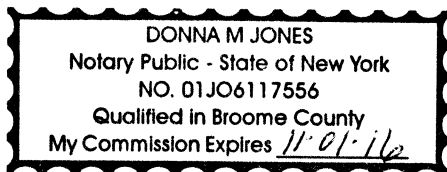


Kathy S. Risch

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF BROOME)

On the 20 day of July, 2015, before me, the undersigned, a notary public in and for said State, personally appeared STEVEN J. GILINSKY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

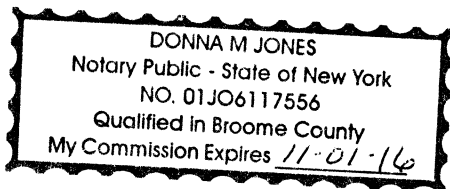


Donna M. Jones
Notary Public

STATE OF NEW YORK
Ss:
COUNTY OF BROOME

On July 20, 2015, the Deponent below named came personally before me, and such Deponent, being personally known to me and being duly sworn by me, deposed and said:

1. Deponent's name is: Steven J. Gilinsky
2. Deponent resides at: 846 Jon Lane, Endwell, NY 13760
3. Deponent is Vice President of G M Broadcasting Inc.
4. Such Corporation is the Corporation described in and which executed the above instrument; that the seal affixed to said instrument is the seal of such Corporation; that said seal was so affixed by Order of the Board of Directors of such Corporation; and that Deponent's name was signed thereto by like Order.



Donna M. Jones
Notary Public