

# CROMWELL GROUP, INC AND AFFILIATES

P.O. Box 150846, Nashville, Tn 37215 615-361-7560

To: Bill Lytle  
Lytle Media

April 24, 2015

Re: Purchase of Translators from Community Broadcasting, Inc.

Effingham, Ill W292EO.C Ch 243 96.5 \$5,000  
Decatur, Ill W243DI.C Ch 292 106.3 \$25,000  
Total Purchase Price \$30,000 Deposit \$1,500  
FCC Fees To Be shared equally by Seller and Buyer

Dear Bill:

This is to confirm our offer to purchase and Community Broadcasting, Inc's acceptance of our offer to purchase the above two Illinois translators. Richard Bott and I agreed by a handshake on Decatur and you confirmed both Decatur and Effingham by phone during the week of 4/20/15.

The offer is contingent upon the FCC approval of moving the translators to our tower sites based on engineering we will provide and the FCC's final approval of the transfer applications. Closing will be on finality of that approval. It is my understanding that there should not be any un-resolvable issues but Community will take steps necessary to remove any problems that might arise related to the currently issued CPs.

The purchase does not include any equipment and Community confirms that there are no known impediments to the transfer. Any outstanding obligations related to the translators before the transfer are Community's responsibility. Obligations after closing are Cromwell's.

This is the complete agreement between the parties. The new licensee will be:

Cromwell Group, Inc of Illinois - Decatur  
Two Petaz, Inc - Effingham

Agreed this 24 day of April, 2015



Richard Bott 5/1/15  
Community Broadcasting, Inc



Bayard H Walters, President 5/1/2015  
Cromwell Group, Inc of Illinois

**RIDER TO PURCHASE AGREEMENT**

Community Broadcasting, Inc. (Seller) and Cromwell Group, Inc. of Illinois (Buyer) agree to the following additional terms to their April 24, 2015 purchase agreement covering the FCC construction permits W292EO, Effingham, Illinois, and W243DI, Decatur, Illinois:

- At Buyer's election and at Buyer's expense, Forms 349 for the referenced translators may be prepared by Buyer but filed in Seller's name from Seller's CDBS account. Such applications will be filed within five business days after the date of filing of the assignment application. Seller may terminate this Agreement (and will refund the \$1,500 deposit) if both Forms 349 are not granted within 120 days after the date of their filing. Seller agrees to re-imburse Buyer (not to exceed \$1,000 total) for half of the FCC filing fees and buyers legal costs.
- Either party may terminate the purchase agreement if the transaction has not closed within nine (9) months after the date of filing of the assignment application. Should the agreement be terminated under this term, the deposit will be refunded to Buyer.
- Notwithstanding anything to the contrary in the agreement, closing will occur within 30 days after FINAL approval of the assignment application and satisfaction of the condition provided in paragraph 1 above; provided, however, in the event a petition or objection is filed against the assignment application, Buyer may elect to postpone closing until FCC approval of the assignment application has become a final order.
- Buyer and Seller can, subject to FCC approval, demand "specific performance" from the other.

This Rider to Purchase Agreement has been signed by the parties as of the dates appearing below.

COMMUNITY BROADCASTING, INC.

By:   
Richard P. Bott, II, Vice President

Date: 5/1/15

CROMWELL GROUP, INC. OF ILLINOIS

By:   
Bayard H. Walters, President

Date: 5/1/15