

**ADDENDUM TO ASSET SALES AGREEMENT DATED SEPTEMBER 26, 2012 AND
TIME BROKEARAGE AGREEMENT OF SAME DATE**

This agreement is entered by and between **Whiplash Radio, LLC, Chris Lash** individually and as the Manager of Whiplash Radio, LLC as seller and Licensee of Radio Stations **WHTX(AM)** Warren, Ohio and **WYCL(AM)**, Niles, Ohio and **Sagittarius Communications, LLC** and Nelson Cintron Jr., its' President referenced herein after as Buyer and/or Broker in the referenced agreement(s), the Asset Sales Agreement and Time Brokerage Agreement are incorporated herein by reference but modified as follows:

I. Asset Sales Agreement.

By Agreement of the undersigned parties it is agreed that the purchase price for the Stations referenced in the Asset Purchase Agreement is modified, Buyers are given credit for all monies paid between November 1, 2012 and May 6, 2013; all monies paid subsequent to this Addendum will be applied to the purchase price of the referenced station and land.

The parties agree that Buyer will pay \$40,000.00 gross, plus interest on the balance for the purchase of radio stations and the real estate identified in the original documents as ti WHTX(AM); Buyer will execute a security agreement solely for the WHTX(AM) station and the land related to that station; Station WYCL(AM) and the Niles, Ohio real estate is being conveyed in fee simple and is not subject to the security agreement or cognovits note to be executed.

Buyer will take the Station(s) and real estate associated with each station in its' current condition and accepts the stations in their current state of repair "as is, where is" with no additional warranties or guarantees.

The parties stipulate and agree that both of the radio Stations and its' related real estate associated with it is in severe need of repairs and maintenance, that Station WYCL(AM) is currently not broadcasting and that both stations are in need of adjustment of their respective broadcast signals, repairs to the towers and have other issues.

Sellers agree to apply to the FCC for an STA for station 1540 WYCL(AM) and to provide Buyer with an EAS CAP unit to be mailed to 2535 Scranton Road, Cleveland, Ohio 44113 c/o Vincent F. Gonzalez. Time is of the essence and compliance with this is to be completed no later than November 8, 2013.

The parties agree to re-open the application made to the FCC for the sale of the Stations and complete the application at the earliest time possible. Application will be renewed within 7 days of the signing of this agreement but not later than November 15, 2013.

Seller will provide Buyer Sagittarius with a *letter of management* for Both Stations while the transfer application is pending. The Buyer will operate the Stations as though he had

executed a new LMA/TBA agreement, but will only make mortgage payments under this agreement. The parties rely on the fact that the FCC has previously accepted the sale from Whiplash Radio LLC to Sagittarius Communications, LLC and expect approval of the transfer.

Sagittarius Communications LLC will be given possession of both Stations on or about November 1, 2013 and Seller will advise his employees, independent contractors and anyone else entitled to notice of this fact so as to provide a smooth transition.

After November 1, 2013 all business decisions for both Stations will be made by Sagittarius Communications LLC without interference from Chris Lash, Whiplash Radio LLC or anyone working on their behalf.

Buyer will receive a credit in the approximate amount of \$7,200.00 for unpaid taxes, which credit will be reflected in the cognovits note.

The transfer of the real estate will be recorded prior to November 1, 2013.

All of the existing transmission equipment and broadcasting equip on site as of October 25, 2013 will remain without exception. In the event of a dispute as to ownership by anyone other than Whiplash Radio LLC or Chris Lash, must be proved to the satisfaction of the Buyer by proof of ownership, by receipt or otherwise all property on site is assumed to have transferred with this sale.

II. Time Brokerage Agreement.

The Terms of the Time Brokerage Agreement is modified in that no payments are required other than as cognovits or mortgage payments.

The Buyer may operate the Station under the prior Time Brokerage Agreement until the FCC approves the sale to Sagittarius Communication LLC. The terms of the prior agreement remain in effects as those terms apply to following FCC protocols and existing law.

Seller will provide notice to anyone associated with either Station that effective November 1, 2013 Sagittarius Communications, LLC is the Manager/operator of the Stations and that any new or existing contracts will need to be approved by Nelson Cintron Jr. as President or his designee(s).

No contracts are to be canceled without notice to Buyer. No new contracts are to be made on and after October 25, 2013 without the approval of the Buyer.

III. Pending Litigation.

The parties stipulate that once Seller has complied with the transfer of the real estate, the subject to the Asset Purchase Agreement and the subject of the pending litigation in The Court

of Common Pleas, in and for Trumbull County, Ohio, Case No. 2013 CV 01084, that the pending complaint will be ***dismissed with prejudice by Stipulation*** for Dismissal and the entry will be marked as ***Settled and Dismissed***, at Defendants' costs and that this agreement constitutes the underlying agreement for settlement and is enforceable by either party as though it were a judgment of the Court.

The foregoing agreement is signed in contemplation of the termination of the current litigation and both parties agree that they have had time to consult with their counsel and discuss the terms of settlement and accept them as written.


In Witness whereof, the parties hereto, have executed This Addendum to their Agreement as of Effective Date.

Buyer:
Sagittarius Communications, LLC

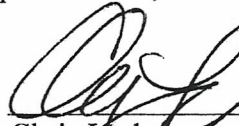
Seller:
Whiplash Radio, LLC

10-25-2013

By:



Nelson Cintron, Jr.,
Its President/Authorized Representative

By:


10/24/13

Chris Lash,
Its Manager/Authorized Representative

And

10-25-2013


Nelson Cintron, Jr. Individually

And


Chris Lash, Individually

This instrument was prepared by Vincent F. Gonzalez, Esq., Vincent F. Gonzalez, Attorney At Law, 2535 Scranton Road, Cleveland, Ohio 44113.