

**VERNER LIPPERT
BERNHARD McPHERSON & HAND
ATTORNEYS**

501 - 15TH STREET, N.W.
WASHINGTON, D.C. 20005-2501
(202) 371-6000
FAX: (202) 371-6277

Writer's Direct Dial
202371-6062
egk@vmsnow.com

19
October 19, 2001

CONFIDENTIAL

Mr. Gary Roznek
President
Tin Man Telecommunications LLC
136 Main Street
Westport, CT 06880

Re: Station WAVF(FM), Hanahan, South Carolina

Dear Mr. Roznek:

My client, Apex Broadcasting, Inc. ("Buyer"), has authorized me to submit on its behalf the following offer to purchase from Tin Man Communications, LLC ("Seller") the Broadcasting Assets, as defined below, of Station WAVF(FM), Hanahan, South Carolina (the "Station") on the terms and subject to the conditions set forth herein.

Six Million Two Hundred and Fifty Thousand Dollars (~~\$6,250,000.00~~)
1. Purchase Price and Payment. The purchase price for the Broadcasting Assets shall be Six Million Dollars (~~\$6,000,000.00~~), of which Three Hundred Thousand Dollars (~~\$300,000.00~~) shall be deposited in escrow as earnest money upon the execution of a definitive agreement. Three Hundred and Twelve Thousand Five Hundred Dollars (~~\$312,500.00~~)

2. Assets to be Purchased. The "Broadcasting Assets" shall include (a) the assignment of the leases used by the Seller for its transmitter and studio sites; (b) all tangible personal property owned, leased or held by Seller and used or useful in the operation of the Station, including, without limitation, all equipment, office fixtures, office materials and supplies, inventory and spare parts; (c) all lease and operating contracts relating to the continuing operation of the Station unless otherwise specified in the Asset Purchase Agreement; (d) all licenses, permits and authorizations issued to Seller by any governmental authority and used or usable in the operation of the Station, including without limitation all rights in and to the call letters of the Station; and (e) all other tangible and intangible assets owned, leased or held by

48834_1.DOC

Mr. Gary Roznek
October 18, 2001
Page 2

20
97
-8

Seller and used or useful by it in connection with the operation of the Station unless otherwise identified in the Asset Purchase Agreement as Excluded Assets (as defined below).

3. **Excluded Assets.** Excluded Assets shall include (a) all cash and cash equivalents, (b) all contracts and other rights and interests of Seller which relate to the operation of the Station but are identified as Excluded Assets in the Asset Purchase Agreement, (c) all accounts receivable with respect to the Station, and (d) such other assets as may be specified in the Asset Purchase Agreement.

4. **Liabilities.** Seller shall continue to be responsible for all, and Buyer shall not assume any of, Seller's debts, liabilities and obligations with respect to the Station, except (a) those arising subsequent to the Closing under the continuing contracts referred to in part (c) of Paragraph 2 above, (b) the accounts payable, and (c) other liabilities, if any, specified in the Purchase Agreement.

5. **No Financing Contingency.** Buyer has adequate financial resources available to it to consummate the transactions contemplated by this letter. Thus Buyer's obligations under the Asset Purchase Agreement will not be subject to its ability to provide financing.

6. **The Asset Purchase Agreement.** Upon execution by you of this letter of intent, Buyer's counsel will commence the drafting of the Asset Purchase Agreement for submission to you for review. The Asset Purchase Agreement will contain provisions in accordance with this letter of intent, together with such representations, warranties and covenants as are usual and customary in such an agreement and as shall be mutually acceptable, including, without limitation, covenants as to the conduct of the Station prior to the closing; provided, however, that at all times prior to the closing Seller will remain in control of the Station. ~~The Asset Purchase Agreement shall provide that as of the date of the Closing, Seller shall have made pre-payments under the tower lease for a period of thirty-six (36) months.~~ *accepted*

7. **Examination and Investigation.** It is understood that Buyer has not had an opportunity to conduct the kind of due diligence investigation of the Station and the Broadcasting Assets customarily performed with respect to transactions of this nature. Seller shall give Buyer and its authorized representatives access to the Station and the Broadcasting Assets and shall furnish such information as Buyer may reasonably request, including but not limited to a record of bank deposits of Seller the first nine (9) months of 2001. Buyer will endeavor to conduct such examinations and investigations in a manner that will protect the confidentiality of the transaction contemplated hereby and minimize disruptions to Seller's operation. Buyer will hold all information obtained from Seller in confidence and if this transaction is not consummated will return all confidential documents to Seller. Buyer may terminate this letter of intent at any time prior to the execution of an Asset Purchase Agreement based on its due diligence.

Mr. Gary Roznek
October 18, 2001
Page 3

8. **Cost and Expenses.** Each of the parties shall bear all costs and expenses incurred by it in connection with the transactions contemplated hereby, including all legal and accounting fees, whether or not the transactions shall be consummated; provided, however, that the parties shall share equally all FCC filing and grant fees, if any.

9. **Broker Fees.** Each party represents that it has not used the services of, or incurred any obligation to, any broker or finder of any fee in connection with, the transactions contemplated hereby, other than Kull & Co. Inc., whose fee shall be paid by Seller. Each of the parties shall be responsible, and shall indemnify and hold harmless the other, for any fee, commission or charge of any broker, finder or consultant engaged by it in connection with the transactions contemplated hereby.

10. **Press Releases.** The parties will advise and consult with one another prior to the issuance of any public announcements pertaining to the transactions contemplated hereby, and no such announcement will be made by either party without the prior written consent of the other, except as otherwise required by law.

11. **Negotiations and Termination.** Seller will not conduct negotiations with any party other than Buyer with respect to the proposed sale of the Station, directly or indirectly, between the date of acceptance by Seller of this letter of intent and the earlier of (i) the execution and delivery of the Asset Purchase Agreement or (ii) October 30, 2001.

12. **Time is of the Essence.** In order to enjoy the benefits of a tax-free exchange pursuant to Section 1031 of the Internal Revenue Code, Buyer needs to close the purchase of the assets of the Station no later than December 12, 2001, and accordingly, the Asset Purchase Agreement shall provide that the closing shall be held on or before December 12, 2001. The parties agree to file an application on FCC Form 314 with the Federal Communications Commission no later than October 24, 2001 (which will contain this letter of intent as an exhibit) and to file a copy of the executed Asset Purchase Agreement as an amendment to said application no later than October 30, 2001.

This letter is expressly subject to agreement upon all the terms and conditions of the Asset Purchase Agreement and the execution and delivery thereof. This letter shall not create any rights in, or confer any benefits on, any third parties. Neither Buyer nor Seller shall have any obligation to the other until such time as the Purchase Agreement has been executed and delivered by Buyer and Seller.

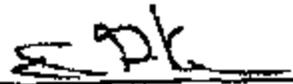
This letter may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

Mr. Gary Roznek
October 18, 2001
Page 4

If the foregoing correctly sets forth the preliminary understanding of the parties, please so indicate by executing in the space provided below and returning to the undersigned the enclosed copy of this letter on or before 5:00 p.m., Eastern Standard Time, October 19, 2001, or this letter will have no further force or effect.

Very truly yours,

APEX BROADCASTING INC.

By 
Erwin G. Krasnow

Its Attorney

AGREED AND ACCEPTED

TIN MAN TELECOMMUNICATIONS, LLC

By 
~~Gary Roznek~~ Frank Kalil
~~President~~ As Agent for
Tin Man Telecommunications, LLC

Dated: October 19, 2001

cc: Todd Hartman (via fax: 520-322-0564)
G Dean Pearce

* Also add - must LMA A.S.A.P. (if can be negotiated) and we will have no adverse change excluded.