

CONFIDENTIAL COMMUNICATION

November 20, 2009

Hand Delivered

Hardware Monkey
31962 Ansel Road
Logan OH 43138

RE: FM Translator Station W284BD Logan, Ohio

To Erik Anderson:

This letter sets forth the terms and conditions of our agreement pursuant to which WLOH Radio Company ("**Buyer**") will acquire all of the assets of radio translator station W284BD licensed to Logan, Ohio ("**Station**") from Hardware Monkey ("**Seller**").

1. Purchase Price. Seller agrees at the closing to sell to Buyer all of the assets used or useful in the operation of the Station free and clear of all liens and encumbrances. The assets will include all relevant licenses (as they exist as of date of this letter), equipment, towers, transmitter, antenna, and all related equipment, the "**Station's Assets**"). In consideration for the Station Buyer agrees to pay Seller the sum of Ten Thousand Dollars (\$10,000.00) cash. A deposit of Five Thousand Dollars will be paid upon the signing of this document. The remainder will be paid at closing after final FCC approval of transfer has been obtained. (the "**Purchase Price**").
2. Closing. The closing shall occur within ten (10) business days after FCC final consent to the assignment of the Station to Buyer.
3. Due Diligence. As soon as Seller has signed and returned to Buyer a copy of this agreement, Buyer will begin its due diligence and shall complete such due diligence to its satisfaction within forty-five (45) days from execution of this letter agreement (the "**Due Diligence Period**").
4. Entire Agreement. This Letter of Intent shall serve as the entire agreement for this transaction.
5. Expenses. Each of Buyer and Seller will bear its own expenses in connection with the transactions contemplated hereby.
6. Confidentiality. Each of us agrees that the terms of our discussions related to the Station, the transaction related thereto, and this agreement shall be treated as confidential, and except as required by law, neither of us, nor will any of our representatives disclose the same to any other person or entity without the express written consent of the other party. The parties acknowledge it is their intent to maintain strict confidence of the proposed sale of the Station, and neither party shall issue any press release or otherwise communicate with the public regarding this agreement without first obtaining the prior written consent of the other party. Buyer and Seller agree to work together in order to maintain such confidentiality.

7. Exclusive Dealing. During the Due Diligence Period, Seller and its agents will not, directly or indirectly, through any representative or otherwise, solicit or entertain offers from, negotiate with or in any manner encourage, discuss, accept, or consider any proposal of any other person or entity relating to the acquisition, transfer or modification of any of the Station and/or Seller's assets, licenses or business related to the Station, in whole or in part, whether directly or indirectly, through purchase, merger, consolidation, or otherwise. In the event that Seller receives any solicitation related to the Station, Seller shall promptly notify Buyer of such solicitation and the nature of the communication.
8. Expiration. Unless previously accepted, this offer will expire at 12:00 Midnight December 11th, 2009.

If you agree that the foregoing accurately sets forth our agreement, please confirm by signing and returning to me the enclosed copy of this agreement.

Very truly yours,

WLOH Radio Company

By: MEB
Name: Mark E. Bohach
Title: General Partner

AGREED AS OF Dec 9, 2009

Hardware Monkey

By: Erik A. Anderson
Name: Erik A. Anderson
Title: Owner