

---

**ASSET PURCHASE AGREEMENT**

*by and among*

**MYSTAR COMMUNICATIONS CORPORATION**

*and*

**ENTERCOM INDIANAPOLIS, LLC**

**ENTERCOM INDIANAPOLIS LICENSE, LLC**

---

**Exhibit C**  
**Form Opinion of Counsel**  
**To Seller**

---

\_\_\_\_\_, 2004

Entercom Indianapolis, LLC and Entercom Indianapolis License, LLC

Re: Sale of Assets (the "Transaction") by MyStar Communications Corporation ("MyStar") to Entercom Indianapolis, LLC and Entercom Indianapolis License, LLC (collectively, the "Purchasers") pursuant to a certain Asset Purchase Agreement dated as of April \_\_\_\_, 2004 among MyStar and the Purchasers (the "Agreement")

Ladies and Gentlemen:

We have acted as counsel to MyStar in connection with the Agreement and the Transaction.

Capitalized terms used herein and not specifically defined herein or in the Accord (As hereinafter defined) shall have the meanings ascribed to them in the Agreement.

We have made such investigations of Law and fact as, in our judgment, have been necessary to render this Opinion Letter. We have also reviewed (a) MyStar's Constituent Documents, (b) records of MyStar's corporate proceedings regarding the Transaction, (c) the Agreement, (d) the Bill of Sale, Corporate Warranty Deed, and \_\_\_\_\_ (collectively, the Transaction Documents"). As to facts material to our Opinions, we have, with your permission, relied upon certificates of officers of MyStar and of public authorities, as well as the factual representations of MyStar contained in the Transaction Documents, which we have not independently verified.

This Opinion Letter is governed by, and shall be interpreted in accordance with, the Legal Opinion Accord (the "Accord") of the ABA Section of Business Law (1991). As a consequence, this Opinion Letter is subject to a number of assumptions, qualifications, exceptions, definitions, limitations on coverage and other limitations, all as more particularly described in the Accord, and this Opinion Letter should be read in conjunction therewith. The Opinions express herein are limited to the Law of the United States and the State of Indiana.

Based upon the foregoing, it is our Opinion that:

1. MyStar is a corporation duly incorporated and validly existing under the Laws of the State of Indiana.
2. MyStar has the requisite corporate power to own its assets and other properties, including, without limitation, the Assets, to execute and deliver the Transaction Documents and to consummate the Transaction.
3. MyStar has taken all necessary corporate action to authorize the execution of the Transaction Documents.
4. The Transaction Documents are enforceable against MyStar.
5. The execution, delivery and performance by MyStar of, and the consummation on this date by MyStar of the transactions by, the Agreement do not violate the provisions of the Constituent Documents.

We hereby confirm to you that, except as disclosed in the Agreement and the Schedules thereto, to the Actual Knowledge of our Primary Lawyer Group, there is no pending or threatened action, suit, or proceeding against MyStar or investigation before or by any court, governmental body, or other agency with respect to MyStar to restrain or prevent consummation of the Transaction.

The General qualifications apply to the Opinions set forth herein. In addition, certain of the remedial and waiver provisions of the Transaction Documents may be limited or unenforceable under applicable Law, but in our opinion, subject to the other exceptions, qualifications and limitations of this Opinion Letter, such does not make the Transaction Documents inadequate for the practical realization of the benefit purported to be provided thereby, except for the economic consequences of procedural or other delays. Notwithstanding the foregoing, we express no opinion as to the enforceability of any provisions of the Agreement (a) purporting to grant power of attorney or contractual rights of set-off, (b) providing for indemnification to the extent that such indemnification provisions may be construed to provide for indemnification of the Purchasers for violations of federal or state laws or any liability in tort, (c) which would purport to limit competition, including "savings" or "reformation" provisions related thereto, (d) as to the status of title to any of the Assets, (e) which governs forum selection or (f) which establishes as Assets or provides for the assignment of Assets which, under law, are not assignable or which require the consent of any third party not obtained. Further, we express no opinion whatsoever regarding the Authorizations, any assignment or attempted assignment thereof, or the FCC Consents.

For purposes of this Opinion Letter, our "Primary Lawyer Group" consists of Ronald G. Salatich, Kent M. Broach, and E. Joseph Kremp.

This Opinion Letter may be relied upon only (i) by the Opinion Recipient, (ii) its successors and assigns and (iii) as to Opinions numbered 1, 2 and 3 above only the Purchasers' lender in connection with the Transaction. It may not be used or relied upon by any other person for any purpose whatsoever except to the extent authorized in the Accord, without, in each instance, our prior written consent.

Very truly yours,

---

**A S S E T   P U R C H A S E   A G R E E M E N T**

*by and among*

**MYSTAR COMMUNICATIONS CORPORATION**

*and*

**ENTERCOM INDIANAPOLIS, LLC**

**ENTERCOM INDIANAPOLIS LICENSE, LLC**

---

**Exhibit D**  
**Form Opinion of FCC Counsel**  
**To Seller**

---

date

[Buyer]

Re: Asset Purchase Agreement (the "Purchase Agreement")

Ladies and Gentlemen:

This law firm serves as FCC counsel to Mystar Communications Corporation ("Seller"). We have been requested by the Seller to provide the opinion described in Section \_\_\_\_ of the Asset Purchase Agreement of \_\_\_\_\_, between Seller and your company (the "Agreement"). Unless otherwise defined herein, capitalized terms have the meaning given them in the Agreement.

This opinion is rendered solely with respect to the Federal Communications Act of 1934, as amended, and the rules, regulations, policies and orders of the FCC adopted pursuant thereto (the "Federal Communications Laws"), and does not consider or address any other body of laws or regulations. In rendering this opinion, we have relied upon Seller's representations and warranties contained in the Agreement and upon an examination of this firm's files, and FCC files and records available to us as of 10:00 a.m. Eastern time, three business days prior to Closing, pertaining to the Stations. As to any factual matters embodied in, or forming a basis for any legal opinion expressed herein, our knowledge is based solely on such examination. We have not performed an on-site examination of the Stations and have not, therefore, examined the operations of the Stations or their utilization of equipment for which FCC licenses are or would be required, nor have we made inquiries of the Stations' management. The phrase "to our knowledge", or similar expressions of this firm's knowledge, or lack thereof, means, as used herein, the actual knowledge of an attorney of this firm who has devoted time to the performance of legal services on behalf of the Stations.

Based upon and subject to the foregoing, it is our opinion that:

A. Seller holds the FCC licenses, permits and authorizations set forth on Schedule \_\_\_\_ to the Purchase Agreement (the "Authorizations"). The FCC Licenses are in full force and effect and are not subject to any condition except for conditions shown on the face thereof or applicable to such licenses generally. Each of the Authorizations has been renewed for the full eight year license term commencing August 1, 2004. To our knowledge, Schedule \_\_\_\_ lists all applications of Seller on behalf of the Stations or with respect to the Authorizations which are currently pending before the FCC. To our knowledge, the FCC Licenses are all of the material licenses issued by the FCC for the operation of the Stations as they are currently operated.

B. The FCC has granted the FCC Consent for the assignment of the Authorizations to Seller. The FCC Consents are in full force and effect and become Final Orders.

C. To our knowledge, there is not now issued, outstanding, pending or threatened, any notice of violation, forfeiture order, order to show cause, complaint, investigation, or other adverse order, decree or ruling by or before the FCC directed against any of the Stations or Seller or the Authorizations, nor is there any proceeding by or before the FCC that could materially adversely affect the Authorizations or the Stations other than proceedings of general applicability to the radio broadcasting industry.

This opinion is provided to your company only and solely in its capacity as the Buyer in the Agreement. It is not intended for distribution to others than you and your counsel, and may not be relied upon by any others without prior written permission of this law firm. This opinion speaks as of the date hereof unless herein indicated to the contrary. We undertake no obligation to, and do not intend to, revise or update this opinion based upon any information subsequently coming to our attention.

Yours very truly,

FLETCHER, HEALD & HILDRETH, P.L.C.

By: \_\_\_\_\_

---

**A S S E T   P U R C H A S E   A G R E E M E N T**

*by and among*

**MYSTAR COMMUNICATIONS CORPORATION**

*and*

**ENTERCOM INDIANAPOLIS, LLC**

**ENTERCOM INDIANAPOLIS LICENSE, LLC**

---

**Exhibit E**  
**Form Opinion of**  
**John C. Donlevie, Esq.**

---



\_\_\_\_\_, 1 \_\_\_, 2004

MySTAR Communications Corporation  
c/o Mr. Michael S. Maurer  
11550 North Meridian St.  
Suite 115  
Carmel, IN 46032

Re: Purchase of WXNT (1430 AM; Indianapolis, IN), WTPI (107.9 FM; Indianapolis, IN)  
and WZPL (99.5 FM; Greenfield, IN)

Dear Sir and Madam:

This opinion is being furnished to you pursuant to Section \_\_\_ of the Asset Purchase Agreement, dated April \_\_\_, 2004 (the "*Purchase Agreement*") by and between Entercom Indianapolis, LLC ("*Entercom Indianapolis*") and Entercom Indianapolis License, LLC ("*Entercom Indianapolis License*"), collectively hereinafter "*Buyer*", and MySTAR Communications Corporation ("*Seller*"), pursuant to which Entercom Indianapolis and Entercom License, both Delaware limited liability companies, are purchasing from Seller the Assets of the Station, as such term is described in the Purchase Agreement. Terms defined in the Purchase Agreement are used herein as therein defined unless otherwise defined herein.

I am a licensed attorney in the Commonwealth of Pennsylvania and I am the Executive Vice President, Secretary and General Counsel of Entercom Communications Corp. ("*ECC*"), parent corporation of Entercom Radio, LLC, which is the sole member of Entercom Indianapolis and Entercom Indianapolis License and as such I am a full time employee of ECC. I have examined (i) an executed copy of the Purchase Agreement including all exhibits and schedules, executed copies of the unanimous written consents or minutes of meetings, as applicable, of the Board of Managers and Sole Member, as applicable, of Entercom Indianapolis and Entercom Indianapolis License authorizing the transactions contemplated by the Purchase Agreement, and originals or copies of such other documents (collectively, "*Documents*") and (ii) the certificates of formation and the operating agreements of Entercom Indianapolis and Entercom Indianapolis License (the documents described in (ii) above collectively referred to herein as the "*Governing Documents*"), and made such inquiries as I have deemed necessary or appropriate as a basis for my opinions hereinafter set forth. I have assumed the genuineness of the signatures on, and the authenticity of all documents, records, instruments and certificates examined and the conformity of the original of all such documents, records, instruments and certificates submitted to me as copies and the accuracy of all statements of fact contained therein, as to which I have made no independent investigation other than solely as is specified herein. I have also assumed that you have the legal competence to execute, deliver and perform the Purchase Agreement and all documents pursuant thereto; that you have duly and validly executed and delivered such Purchase Agreement and documents

MySTAR Communications Corporation  
11550 North Meridian St.  
Suite 115  
Carmel, IN 46032  
\_\_\_\_\_, 2004

and that such Purchase Agreement and documents are legally valid and binding on and enforceable against you.

Based on the foregoing, and having due regard for legal considerations deemed relevant, I am of the opinion that:

1. Entercom Indianapolis is a limited liability company duly organized, is validly existing and in good standing under the laws of the State of Delaware, is qualified to do business under the laws of the State of Indiana, with limited liability company power and authority to enter into the Documents and to perform its obligations thereunder.
2. Entercom Indianapolis License is a limited liability company duly organized, is validly existing and in good standing under the laws of the State of Delaware, with limited liability company power and authority to enter into the Documents and to perform its obligations thereunder.
3. The execution, delivery and performance of the Documents executed and delivered by Entercom Indianapolis and Entercom Indianapolis License pursuant to or in connection with the Purchase Agreement have been duly authorized by all necessary limited liability company action on the part of Entercom Indianapolis and Entercom Indianapolis License, respectively.
4. Each of the Documents constitutes a legally valid and legally binding obligation of Entercom Indianapolis and Entercom Indianapolis License, enforceable against each of Entercom Indianapolis and Entercom Indianapolis License that is a party thereto in accordance with its terms.
5. The execution, delivery and performance by Entercom Indianapolis and Entercom Indianapolis License of, and the consummation on this date by Entercom Indianapolis and Entercom Indianapolis License of the transactions by, the Purchase Agreement do not violate the provisions of the Governing Documents of Entercom Indianapolis and Entercom Indianapolis License, respectively.

The foregoing opinions are subject to and qualified in all respects as follows:

- (a) In rendering the foregoing opinions, I have made no independent investigation as to the accuracy or completeness of any representations, warranties, data (statistical or otherwise) or other information, whether written or oral, made by Entercom Indianapolis or Entercom Indianapolis License, except as expressly herein before set forth, and I assume, in rendering such opinions, that none of such information contains any untrue statement of a material fact necessary in order to make the statements made, and in the light of the circumstances under which they were made, not misleading.
- (b) My opinions are limited specifically to matters of the currently existing laws of the United States of America and the Commonwealth of Pennsylvania, and I express no opinion as to the laws of any other state or jurisdiction. I note that the Purchase Agreement is governed by

Indiana law, and I have assumed, for purposes of paragraphs 5 and 6 above, that the law of the State of Indiana, is identical to the law of the Commonwealth of Pennsylvania.

(c) The opinions expressed herein are limited and qualified in all respects by the effects of general principles of equity whether implied by a court of law or equity and by the effects of bankruptcy, insolvency, reorganization, moratorium, arrangement, fraudulent conveyance or fraudulent transfer, receivership and other laws now or hereafter in force affecting the enforcement of creditors rights generally and by application of general equitable principles affecting the enforcement of equitable remedies (including within said equitable remedies, without limitation, the remedy of specific performance).

(d) I express no opinion with respect to the effect of the application of choice of law provisions or requirements for good faith, fair dealing, reasonableness, unconscionability and materiality by a court. I also express no opinion with respect to the effectiveness of waivers of remedies, disclaimers or limitations of liability or requirements for attorney's fees.

(e) I have relied upon certificates, statements, or advice of public officials, and have assumed the accuracy of material factual matters contained therein. With respect to the opinions set forth in paragraphs 1, 2, and 3 above, we have relied solely on certificates issued by those jurisdictions. We have not otherwise investigated the law of any other state for purposes of our opinion.

(f) With respect to the opinion set forth in paragraph 5 above, our opinion is further qualified to the extent that enforceability of the Documents may be limited by fraudulent transfer, bankruptcy, insolvency or similar laws affecting the enforcement of creditor's rights generally or by general principles of equity (regardless of whether enforceability is sought in a proceeding at law or in equity), and to the extent that indemnification provisions may be limited by applicable principles of public policy.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

MySTAR Communications Corporation  
11550 North Meridian St.  
Suite 115  
Carmel, IN 46032  
\_\_\_\_\_, 2004

The opinions expressed herein are for the sole benefit of, and may be relied upon by, you and your counsel in connection with the transactions contemplated by the Purchase Agreement and are not otherwise to be used, circulated, quoted, or referred to, without my prior written consent in each and every instance.

Very truly yours,

John C. Donlevie, Esquire  
Executive Vice President, Secretary &  
General Counsel

## SCHEDULE 2.2

### ALLOCATION OF PURCHASE PRICE

Except as provided below, for purposes of tax reporting, the Purchase Price shall be allocated among the Assets in a manner complying with Section 1060 of the Code based upon an appraisal of the Asset to be prepared by Bond & Pecaro, Inc.; provided that in the event that such appraisal indicates that the aggregate value of the tangible personal property exceeds \$3.5 Million, then Seller shall have the right to elect, by written notice, to not be bound by the terms of this Schedule 2.2 (the "**Rejection Right**"); in which case neither party shall be bound by the provisions of this Schedule 2.2.

Such appraisal and allocation shall be completed prior to Closing or as soon thereafter as practicable. The cost of any such appraisal shall be paid equally by Entercom and Seller, unless Seller exercises the Rejection Right, in which case the cost of such appraisal shall be paid by Entercom.

Except in the case where Seller exercises the Rejection Right, the parties hereby agree that the allocations based on such appraisal shall be conclusive and binding on each of them for purposes of federal and, where applicable, state and local tax returns. If, contrary to the intent of the parties hereto as expressed in Section 2.2 or this Schedule 2.2, any taxing authority makes or proposes an allocation different from the allocation agreed to by the parties, Entercom and Seller shall cooperate with each other in good faith to contest such taxing authority's allocation (or proposed allocation).

Except in the case where Seller exercises the Rejection Right, Seller and Entercom covenant and agree with each other that they will not take a position on any income tax return, before any governmental agency charged with the collection of any income tax, or in any judicial proceeding, that is in any way inconsistent with the terms of this Schedule 2.2, including without limitation the allocation as determined in accordance herewith.

Except in the case where Seller exercises the Rejection Right, Entercom shall prepare IRS Form 8594 and IRS Form 8824, as needed, reflecting the fair market value of the Assets as determined in accordance with this Schedule 2.2 and shall forward such form to Seller within sixty (60) days of the Closing.

Seller and Entercom each shall file with their respective federal income tax returns for the tax year in which the Closing occurs, IRS Form 8594 and IRS Form 8824, as needed and as prepared in accordance with the foregoing except for differences due to the party's individual expense. Except in the case where Seller exercises the Rejection Right, Seller and Entercom each shall deliver to the other a copy of the IRS Form 8594 and IRS Form 8824, as needed, and as filed with their respective federal income tax returns within thirty (30) days of the filing of each return.

## **SCHEDULE 4.1.2**

### **CONFLICTS**

Where required, consents of the parties (other than Seller) required by the Contracts and Leases listed on Schedule 4.1.4.

## SCHEDULE 4.1.4

### CONTRACTS AND LEASES

#### 1. ARBITRON CONTRACTS

Arbitron Main License  
WMYS-AM/WTPI-FM/WZPL-FM  
Dated: 9/7/1999

Arbitron PD Advantage Agreement  
WXNT-AM/WTPI-FM/WZPL-FM  
Dated: 7/16/2002

Arbitron Aritrends and Maximizer Agreement  
WMYS-AM/WTPI-FM/WZPL-FM  
Dated: 9/17/1999

Arbitron Scarborough Agreement  
WMYS-AM/WTPI-FM/WZPL-FM  
Dated: 3/9/2000

Radio Software License and Service Master Agreement (Tapscan Worldwide)  
MyStar Communications Corporation  
Dated: 10/11/2000

#### 2. LICENSE FEE AGREEMENTS

BMI Single Station Radio Per Program License  
Agreement WXNT  
Dated 2/24/2004

BMI Single Station Radio Per Program License  
Agreement WZPL  
Dated 2/24/2004

BMI Single Station Radio Per Program License  
Agreement WTPI  
Dated 2/24/2004

BMI Music Performance Agreement WXNT (Website)  
Dated 1/1/2002

BMI Music Performance Agreement WTPI (Website)  
Dated 1/1/2002

---

Note: "MC" denotes that such item is a *Material Contract*.

BMI Music Performance Agreement WZPL (Website)  
Dated 1/1/2002

ASCAP Local Blanket  
Radio License – WTPI

ASCAP Local Blanket  
Radio License – WMYS

ASCAP Local Blanket  
Radio License – WZPL

ASCAP Experimental License Agreement for Internet  
Sites & Services – Release 4.0 – WZPL  
Dated 3.8.2002

ASCAP Experimental License Agreement for Internet  
Sites & Services – Release 4.0 – WXNT

ASCAP Experimental License Agreement for Internet  
Sites & Services – Release 4.0 – WTPI  
Dated 3/8/2002

### **3. NATIONAL REPRESENTATION AGREEMENTS**

Christal Radio Sales, Inc. Representation Agreement – WTPI  
Dated 6/28/1999

Christal Radio Sales, Inc. Representation Agreement – WZPL  
Dated 6/29/1999

Christal Radio Sales, Inc. Representation Agreement – WXNT  
Dated 6/28/1999

### **4. PROGRAMMING AGREEMENTS**

ABC Radio Networks – America’s Most Wanted - WXNT  
Dated 5/27/2003

ABC Radio Networks – Sean Hannity Agreement - WXNT .....(MC)  
Dated 11/11/2002

NBG Radio Network – Dave Koz Radio Show – WTPI  
Dated 4/22/2001

---

Note: “MC” denotes that such item is a *Material Contract*.



Backtrax USA Licensing Agreement – WZPL  
Dated 11/25/2002

BitBoard Affiliation Agreement – WZPL  
Dated 12/7/2001

Butler University Broadcast Agreement.....(MC)  
MyStar Communications Corporation - WXNT  
Dated 6/13/2003

Cox Radio, Inc. – Neal Boortz Show Weekends – WXNT .....(MC)  
Dated 1/6/2004

Cox Radio, Inc. – Neal Boortz Show – WXNT.....(MC)  
Dated 10/12/2001

Complete Sheet - WZPL  
Dated 11/25/2002

Creative Mills Productions  
Airpacku.s. contract for WZPUZ 99.5  
Dated 6/27/2003

Excelsior Radio Networks - WZPL  
Dated 9/11/2002

Gray Matter - WZPL  
Dated 10/2/2002

Indians Inc. - WXNT .....(MC)  
Dated 10/8/2001

Press Association, Inc. Newsweek On Air - WXNT  
Dated 10/15/2001

Premiere Radio Networks.....(MC)  
The Glenn Beck Program – WXNT  
Dated 10/23/2002

Premiere Custom Morning Music – WZPL  
Dated 6/5/2000

Premiere - The Shipper Report – WZPL  
Dated 4/2/2001

---

Note: “MC” denotes that such item is a *Material Contract*.

TM Century  
Jingle License Agreement #0222332  
Morning Show - WZPL  
Dated 8/14/2002

TM Century  
Jingle License Agreement #0214620  
WZPL  
Dated 1/8/2001

TM Century  
Jingle License Agreement #0225645  
WTPI  
Dated 3/13/2003

Regional Help Wanted.com  
Dated 1/10/2003

Reelworld  
Morning Show Jingle Package - WZPL  
Dated 11/19/2003

Talk Radio Network Affiliation Agreement  
Laura Ingraham Agreement (The Best Of) - WXNT  
Dated 1/16/2004

Talk Radio Network Affiliation Agreement .....(MC)  
Laura Ingraham Agreement - WXNT  
Dated 7/14/2003

TA & A Licensing Agreement  
Toby Arnold - WZPL  
Dated 9/5/2003

TA & A Licensing Agreement  
Toby Arnold – WTPI/WXNT  
Dated 2/5/2002

Traffic Network Radio Affiliate Agreement  
WXNT, WTPI, WZPL Metro Traffic Agreement  
Dated 9/18/2002

Westwood One - CBS Radio Networks - WMYS-AM  
Dated 8/22/2001

---

Note: “MC” denotes that such item is a *Material Contract*.

Westwood One - Affiliation Agreement - WXNT-AM  
CBS Marketwatch.com  
Dated 8/22/2001

Westwood One Radio, Inc. ....(MC)  
Program License Agreement - WZPL  
Loveline Agreement  
Dated 3/26/2003

Westwood One Radio, Inc.  
Program License Agreement - WZPL  
VH-1 Agreement  
Dated 2/25/2002

Sound Ideas  
Music License Agreement  
Dated 3/19/2002

Stream Audio.com  
Internet Streaming - WTPI  
Dated 8/31/2001

Stream Audio.com  
Internet Streaming – WXNT  
Dated 8/31/2001

Stream Audio.com  
Internet Streaming – WZPL  
Dated 8/31/2001

SRN Affiliation Agreement .....(MC)  
The Michael Medved Show  
Dated 1/5/2004

SpeedFreaks Radio Licensing Agreement - WXNT  
Dated May 30, 2003

Today's Bits - WZPL  
Dated 5/15/2002

Westwood One Radio Networks, Inc.  
Larry King Live - WXNT  
Dated 10/15/2001

---

Note: "MC" denotes that such item is a *Material Contract*.

Westwood One Radio Networks, Inc.....(MC)  
Jim Bohannon Show - WXNT  
Dated 10/15/2001

Westwood One Radio Networks, Inc.  
America Morning 1 - WXNT  
Dated 10/15/2001

Westwood One Radio Networks, Inc.  
America Morning 2 - WXNT  
Dated 10/15/2001

Westwood One Radio Networks, Inc.  
ET Radio Minute - WTPI  
Dated 8/21/2001

Leeza Gibbon's Hollywood Confidential AC Version .....(MC)  
License Agreement - WTPI  
Dated 2/9/2002

## 5. OTHER AGREEMENTS

Troy Research  
Internet Based Research - WZPL  
Dated 12/11/2003

Pearson Crahan & Fletcher Group  
Local Agency Representation Agreement  
Dated 7/27/1995

Fairwest Rewards Program License Agreement - WZPL  
Dated 12/8/2003

Broadcast and Promotion Agreement  
WZPL MP3.com Agreement  
Dated 9/15/2000

RCS Selector & Linker Agreement – WTPI/WZPL.....(MC)  
Dated 8/22/2000

Internet Access Services Agreement  
Dated 10/8/2002

Web Site Virtual Hosting Services Agreement  
Dated 8/23/2000

---

Note: “MC” denotes that such item is a *Material Contract*.

Apple Audio & Alarm, Inc. - Transmitter Buildings – WTPI/WXNT/WZPL  
Dated 5/27/2003

SBC/Ameritech Phone Service Agreement  
Dated 6/23/2003

OrbitTech/SBC  
Long Distance Agreement  
Dated 1/14/2004

APC Maintenance Agreement - UPS  
Dated 1/8/2004

Self-Storage Agreements (3)  
Dated 9/6/2002

FISH Presentation Joint Marketing Agreement  
Dated 10/27/2003

Power Rate Agreements - IPALCO Enterprises  
Dated 6/5/2002

HPS Copier & Fax Agreements (5)  
Various Dates

Sprint Cell Phone Agreement  
Dated 3/15/2004

Infinity Auto Lease  
Dated 3/13/2003

American Pianists Association  
Indy Jazz Fest - WTPI  
Dated 7/14/2003

Cummins Mid-States Power Inc.  
Generator Maintenance Agreement  
Dated 2/6/2004

Broadcast Electronics Vault Express Services Plus  
Agreement

## 6. INCOME AGREEMENTS

Muzak, LLC Subsidiary Communication Authorization Agreement (WTPI)

---

Note: “MC” denotes that such item is a *Material Contract*.

Dated 5/1/2000

Microsoft Subcarrier Lease Agreement - WZPL  
Dated 7/9/2003

Gar-Bil Entertainment, LLC - WZPL  
Promotion Agreement  
Dated 11/1/2003

**7. BROADCASTING CONTRACTS**

Contracts, now existing or hereafter created, for the sale of broadcast advertising consistent with this Agreement.

**8. TRADE AND BARTER AGREEMENTS**

Contracts, now existing or hereafter created, for trade or barter consistent with this Agreement.

**9. Employment Contracts**

See four (4) employment contracts listed on Schedule 4.1.14.

**10. Real Estates Leases**

Lease Agreement between MySTAR Communications Corporation (as Lessee) and Echo Associates, LLC (as Lessor) dated June 1, 1995, as amended April 21, 2004.....(MC)

Lease Agreement between MySTAR Communications Corporation (as Lessee) and LIN Television Corporation (as Lessor) dated September 1, 2002.....(MC)

Lease Agreement between MySTAR Communications Corporation (as Lessee) and LIN Television Corporation (as Lessor) dated April 1, 2001.....(MC)

Lease between MySTAR Communications Corporation (as Lessee) and University of Indianapolis (as Lessor) dated December 14, 1995.....(MC)

Agreement of Lease between Peoples Broadcasting Corporation (successor in interest of MySTAR Communications Corporation) (as Lessee) and Mid America Radio, Inc. (as Lessor) dated September 14, 1984, as amended on December 1, 1995.....(MC)

---

Note: "MC" denotes that such item is a *Material Contract*.

## **SCHEDULE 4.1.5**

### **PERSONAL PROPERTY**

#### **Included Property**

All furniture, fixtures, computers, copiers, equipment, supplies, electronic files, and documents necessary, located at the studio, transmitter and storage sites used by the Stations, used or useful in the operation of the Stations, including without limitation all assets listed on an asset list to be prepared by Seller and Entercom prior to May 7, 2004.

#### Vehicles:

- 1998 Chevy Van
- 2000 Chevy Van
- Aeromatic Ice Cream Truck

The Intellectual Property listed on Schedule 4.1.9.

#### **Excluded Property**

None

## **SCHEDULE 4.1.6**

### **EXCEPTIONS TO TITLE**

- Current taxes not delinquent.
- Matters disclosed in Special Exceptions numbered 3 and 4 in Chicago Title Insurance Company Policy Number 226-884CE Dated August 5, 1994, issued to Seller.
- Matters reflected in Special Warranty Deed, recorded as Instrument #95-165296 in the Office of the Recorder of Marion County, Indiana.
- Matters reflected in Memorandum of Lease recorded as instrument 1995-0165297 in the Office of the Recorder of Marion County, Indiana.



## **SCHEDULE 4.1.8**

### **AUTHORIZATIONS**

#### **FCC LICENSES**

WTPI FM Broadcast Station License dated December 21, 1984  
FCC File #BLH-841009CB and all assignments and renewals thereof

WTPI FM Auxiliary Antenna License dated October 9, 2002  
FCC File No. BXLH-20020701AAH

WZPL FM Auxiliary Antenna License dated December 9, 2002,  
FCC File No. BXLH-20020905AAG

WZPL FM Auxiliary Antenna License dated August 14, 1998  
FCC File No. BLH-970402KF

WXNT Standard Broadcast Station License dated July 18, 1979  
FCC File No. BR-790402VQ and all assignments and renewals thereof

WTPI FM Application for Renewal of Broadcast License  
WZPL FM Application for Renewal of Broadcast License  
WXNT AM Application for Renewal of Broadcast License  
MyStar Communications Corporation Broadcast  
Equal Employment Opportunity Program Report  
MyStar Communications Corporation Ownership  
Report for Commercial Broadcast Stations

All STL, RPU  
and other ancillary FCC authorizations related to the Stations

## **SCHEDULE 4.1.9**

### **INTELLECTUAL PROPERTY**

Trademark – Nightbreeze  
(Federal Registration Number 1538535)

Web registrations for:

WZPL.com  
WTPI.com  
Unclesamjam.com  
WMYS.com  
MyStar.com  
NightBreezeChannel.com

## **SCHEDULE 4.1.12**

### **LITIGATION AND CLAIMS**

Claim by Sun City Tanning, Inc. evidenced by letter, dated March 26, 2004 for which Seller shall remain liable.

## **SCHEDULE 4.1.14**

### **EMPLOYMENT MATTERS**

#### **Employment Agreements**

Employment Agreement between MyStar Communications Corporation and Dave Smiley, effective September 1, 2002, as amended on October 23, 2003.

Employment Agreement between MyStar Communications Corporation and Fred Scott Sands, dated February 13, 2004.

Employment Agreement between MyStar Communications Corporation and Dave Bilger, dated July 30, 2003.

Compensation Plan / Memorandum between MyStar Communications Corporation and Steve Hartley, dated September 19, 2003.

#### **Employee Benefits**

- Morris & Assoc. Health Insurance Plan
- VSP Vision Plan
- Compdent Dental Plan
- 401(k) Plan
- Long Term Disability Plan
- Flexible Spending Account