

EXHIBIT A

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “**Agreement**”) is made and entered into as of this 28th day of April , 2008, by and among Entercom Rochester, LLC, a limited liability company organized and subsisting under the laws of the State of Delaware (the “**Entercom Rochester**”), Entercom Rochester License, LLC, a limited liability company organized and subsisting under the laws of the State of Delaware (the “**Entercom License**” and together with Entercom Rochester, collectively, the “**Seller**”), Stephens Media Group – Rochester, LLC, a limited liability company organized and subsisting under the laws of the State of New York (the “**Buyer**”), and Media Venture Partners LLC, a limited liability company organized and subsisting under the laws of the State of California (the “**Escrow Agent**”).

Buyer and Seller have entered into an Asset Purchase Agreement, dated as of even date herewith (the “**Purchase Agreement**”), for the sale of radio broadcast stations: (i) WRMM-FM, 101.3 MHz, Rochester, New York (FCC Facility ID No. 1907); (ii) WZNE(FM), 94.1 MHz, Brighton, New York (FCC Facility ID No. 6859); and (iii) WFKL(FM), 93.3 MHz, Fairport, New York (FCC Facility ID No. 37824);

Section 3.2(a) of the Purchase Agreement requires that the sum of One Million Three Hundred Twenty Five Thousand Dollars (\$1,325,000) cash (the “**Escrow Deposit**”) be deposited with Escrow Agent within one business day of after receipt of DOJ Approval (as defined in the Purchase Agreement).

Escrow Agent has agreed to accept, hold and disburse the Escrow Deposit in accordance with this Agreement.

NOW THEREFORE, in consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, the parties, intending to be bound legally, agree as follows:

1. **Delivery of Escrow Deposit.** Once Buyer delivers the Escrow Deposit to Escrow Agent, Escrow Agent agrees to accept, provide Buyer and Seller an acknowledgment of receipt of, and maintain on deposit the Escrow Deposit. The Escrow Deposit together with all earnings thereon shall be referred to as the “Escrow Amount.”

2. **Investment of the Escrow Deposit.** Escrow Agent shall invest and reinvest the Escrow Deposit in Permitted Investments. “Permitted Investments” shall mean (a) investments in direct obligations of the United States of America, or any agency thereof, or obligations guaranteed as to principal and interest by the United States of America, or any agency thereof, in each case having a maturity of no more than 90 days from the date of acquisition thereof; (b) certificates of deposit and other time deposits of, and bankers’ acceptances (provided that such time deposit or bankers’ acceptance shall mature within 90 days after the date so acquired), and other bank accounts with, any bank having total capital in excess of \$100,000,000 and (c) commercial paper rated A-2 or better by Standard & Poor’s Corporation or P-2 or better by Moody’s Investors Service, Inc.

3. **Disposition of the Escrow Amount.** The Escrow Amount shall be distributed as follows:

(a) Upon receipt by Escrow Agent of a joint notice from Seller and Buyer stating that the closing under the Purchase Agreement has occurred, Escrow Agent shall immediately pay, without deduction, set-off or counterclaim, the principal of the Escrow Amount to Seller and all interest earned thereon to Buyer.

(b) Upon receipt by Escrow Agent of any other joint notice from Seller and Buyer, Escrow Agent shall immediately pay, without deduction, set-off or counterclaim, the Escrow Amount to such persons or entities at such addresses and in such amounts as are provided in such instructions.

4. **Limitations on Liability of Escrow Agent.**

(a) The duties and obligations of Escrow Agent shall be determined solely by the express provisions of this Escrow Agreement, and no implied duties or obligations shall be read into this Escrow Agreement against Escrow Agent. Escrow Agent shall be under no obligation to refer to the Purchase Agreement or to any other documents between the parties related in any way to this Escrow Agreement, except as specifically provided herein.

(b) Escrow Agent shall not be liable to anyone by reason of any error of judgment, any action or omission by Escrow Agent, or any mistake of fact or law, unless caused by or arising out of Escrow Agent's gross negligence or bad faith.

(c) Escrow Agent shall be entitled to rely upon, and shall be protected in acting in reasonable reliance upon, any writing furnished to Escrow Agent by any party in accordance with the terms hereof and shall be entitled to treat as genuine any letter, paper or other document furnished to Escrow Agent by any party and reasonably believed by Escrow Agent to be genuine and to have been signed by the proper party and/or parties as required.

(d) Escrow Agent may consult with Escrow Agent's own counsel with respect to any questions relating to its duties or responsibilities hereunder and shall not be liable for any action taken or omitted in good faith on advice of such counsel. Any reasonable expense so incurred shall be for the account of Buyer and Seller and will be reimbursed equally by them upon Escrow Agent's request.

(e) In the event of any disagreement between the parties to this Escrow Agreement resulting in adverse claims and demands being made in connection with or against the Escrow Deposit, Escrow Agent shall refuse to comply with the claims or demands of any party until such disagreement is finally resolved by mutual agreement of the parties or by a court of competent jurisdiction, and, in so doing, Escrow Agent shall not be or become liable to any party. The Escrow Agent shall be permitted, at its option, to file an action or bill in interpleader, or similar action for such purpose, in a court of competent jurisdiction and pay the escrow funds and all income earned or accrued thereon into said court, in which event, the Escrow Agent's duties, responsibilities and liabilities with respect to the escrow fund, proceeds therefrom and this Agreement shall terminate. Seller and Buyer agree to jointly and severally indemnify Escrow Agent against all costs and other expenses (including, without limitation, reasonable

legal fees and expenses) incurred by Escrow Agent in connection with or as a result of any disagreement among or between the parties hereto or the performance by Escrow Agent of its duties hereunder.

(f) The Escrow Agent acts hereunder as a depository only, and is not responsible or liable in any manner for the sufficiency, correctness, genuineness or validity of any cash or security deposited with it.

(g) Buyer and Seller agree each to pay one half of the escrow agent's out-of-pocket costs within fifteen (15) days of presentment, including reasonable attorneys fees which the escrow agent may expend or incur in any dispute or action. Should Buyer or Seller fail to reimburse escrow agent for such out-of-pocket costs and/or attorney's fees, the escrow agent, at its option, may choose to deduct said expenses from any escrow funds disbursed from the escrow account

(h) Any action requested to be taken by Escrow Agent hereunder and not otherwise specifically set forth herein shall require the agreement of Seller, Buyer and Escrow Agent.

(i) If Escrow Agent desires to resign as Escrow Agent, it shall provide 15-days written notice (a "**Resignation Notice**") of its intention to resign to Buyer and Seller. Such resignation shall be effective following the expiration of 15 days following the date of the Resignation Notice. Notwithstanding the foregoing, if following the resignation of such Escrow Agent there would be no replacement escrow agent hereunder, the resignation shall not be effective until Seller and Buyer shall have mutually agreed in writing to the appointment of a replacement escrow agent and such appointment shall have been accepted in writing. Seller and Buyer agree to pay to any such replacement escrow agent its reasonable fees for the performance of its duties hereunder. If the parties hereto are unable to agree upon a successor escrow agent within thirty (30) days after such notice, the Escrow Agent shall be authorized to appoint its successor. The Escrow Agent shall continue to serve until its successor accepts the escrow by written notice to the parties hereto and the Escrow Agent deposits the escrow fund with such successor escrow agent.

(j) Escrow Agent shall not be entitled to any fee for performance of its duties under this Agreement.

5. **Term.** The term of this Agreement shall commence on the date first above written, and shall terminate upon the delivery of the entire Escrow Amount.

6. **Amendments.** This Escrow Agreement cannot be changed or terminated orally, and no waiver of compliance with any provisions or condition hereof shall be effective unless evidenced by a written instrument duly executed by all of the parties hereto.

7. **Effect of this Escrow Agreement.** This Escrow Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and legal representatives. The paragraph headings of this Escrow

Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret or construe the intentions of the parties. The construction and performance of this Agreement shall be governed by the law of the State of New York without regard to its principles of conflict of law.

8. **Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request:

If to Seller:

Entercom Rochester, LLC
Entercom Rochester License, LLC
401 City Avenue, Suite 809
Bala Cynwyd, PA 19004
Attn: John C. Donlevie
Facsimile: (610) 660-5641

If to Buyer:

Stephens Media Group - Rochester, LLC
P.O. Box 700298 Tulsa, OK 74170-
0298 Attn: David P. Stephens
Facsimile: (918) 492-8440

If to Escrow Agent:

Media Venture Partners LLC
244 Jackson Street, 4th Floor
San Francisco, CA 94111
Facsimile: (415) 391-4912

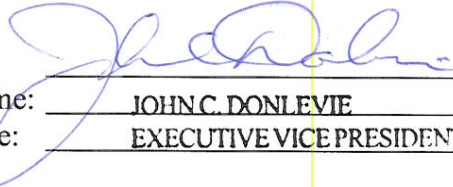
Any such notice, demand or request shall be deemed to have been duly delivered and received (a) on the date of personal delivery, or (b) on the next business day following the date of transmission, if sent by facsimile (but only if a hard copy is also sent by overnight courier), or (c) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (d) on the date of a receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

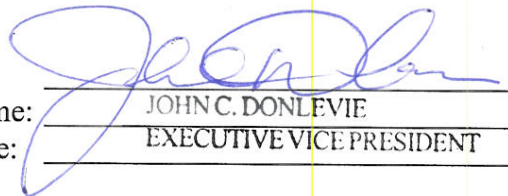
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IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the date first written above.

Entercom Rochester, LLC

By: 
Name: JOHN C. DONLEVIE
Title: EXECUTIVE VICE PRESIDENT

Entercom Rochester License, LLC

By: 
Name: JOHN C. DONLEVIE
Title: EXECUTIVE VICE PRESIDENT

Stephens Media Group – Rochester, LLC

By: _____
Name: Michael P. Stephens
Title: Co-Manager

Media Venture Partners LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the date first written above.

Entercom Rochester, LLC

By: _____
Name: _____
Title: _____

Entercom Rochester License, LLC

By: _____
Name: _____
Title: _____

Stephens Media Group – Rochester, LLC

By: Michael P. Stephens
Name: Michael P. Stephens
Title: Co-Manager

Media Venture Partners LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the date first written above.

Entercom Rochester, LLC

By: _____
Name: _____
Title: _____

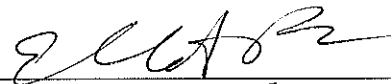
Entercom Rochester License, LLC

By: _____
Name: _____
Title: _____

Stephens Media Group – Rochester, LLC

By: _____
Name: Michael P. Stephens
Title: Co-Manager

Media Venture Partners LLC

By: 
Name: Elliott B. Evans
Title: Managing Director