

## **EXHIBIT A**

### **AGREEMENT ANCILLARY TO SALE OF BUSINESS**

**THIS AGREEMENT ANCILLARY TO SALE OF BUSINESS** (the “Agreement”) is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 200\_, by and among **Entercom Cincinnati, LLC**, a Delaware limited liability company and **Entercom Cincinnati License, LLC**, a Delaware limited liability company (collectively “Entercom”), and **Susquehanna Radio Corp.**, a Pennsylvania Corporation (“Exchange Party”).

#### **WITNESSETH:**

**WHEREAS**, Entercom is the licensee of radio broadcast station WGRR-FM, Cincinnati, Ohio (the “Entercom Station”), pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”);

**WHEREAS**, Exchange Party is the Licensee of the radio broadcast station licensed to broadcast at 94.9 MHz at Fairfield, Ohio (the “Exchange Party Station”) pursuant to certain authorizations issued by the FCC;

**WHEREAS**, Entercom and the Exchange Party are parties to that certain Asset Exchange Agreement dated as of \_\_\_\_\_, 2006 (hereinafter the “Exchange Agreement”) pursuant to which they have agreed to exchange certain assets and business comprising the Entercom Station on the one hand, and the Exchange Party Station on the other hand (the “Exchange”), upon and subject to the terms and conditions set forth in the Exchange Agreement;

**WHEREAS**, after consummation of the Exchange, Entercom will own and operate the Exchange Party Station, and the Exchange Party will own and operate the Entercom Station; and

**WHEREAS**, as a material and vital inducement to entering into the Exchange Agreement, and as a condition precedent to the consummation of the Exchange, which will directly benefit Entercom and the Exchange Party, Entercom and the Exchange Party (each a “party”, and collectively the “parties”) have agreed to execute this Agreement, which they acknowledge is essential to protect their interest and investment in the assets and goodwill of Entercom Station and Exchange Party Station, respectively.

**NOW, THEREFORE**, in consideration of the execution of the Exchange Agreement, the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Entercom and the Exchange Party hereby agree as follows:

1.     Exchange Party Non-Competition.

1.1     The Exchange Party covenants and agrees that, for a period of three (3) years from the date of this Agreement, the Exchange Party will not, within the territory described on Exhibit A attached hereto (the “Exchange Party Station Territory”), directly or indirectly

compete with the Exchange Party Station. The Exchange Party acknowledges that the Exchange Party Station has been broadcasting throughout the Exchange Party Station Territory.

1.2 For the purposes of Section 1.1 above, the term “compete” shall mean: (i) managing, supervising or otherwise participating in a management, sales or programming capacity with an entity which carries on a radio broadcast business that has a country music format in the Exchange Party Station Territory; (ii) entering into or attempting to enter into any radio broadcast business with a country music format in the Exchange Party Station Territory, either alone or with any individual, partnership, corporation, limited liability company, association or other entity; or (iii) holding an equity interest in, or directly or indirectly operating or participating in the operation of a radio broadcast business with a country music format in the Exchange Party Station Territory.

2. Entercom Non-Competition.

2.1 Entercom covenants and agrees that, for a period of three (3) years from the date of this Agreement, the Entercom will not, within the territory described on Exhibit B attached hereto (the “Entercom Station Territory”), directly or indirectly, compete with the Entercom Station. Entercom acknowledges that the Entercom Station has been broadcasting throughout the Entercom Station Territory.

2.2 For the purposes of Section 2.1 above, the term “compete” shall mean: (i) managing, supervising or otherwise participating in a management, sales or programming capacity with an entity which carries on a radio broadcast business that has a classic hits format in the Entercom Station Territory; (ii) entering into or attempting to enter into any radio broadcast business with a classic hits format in the Entercom Station Territory, either alone or with any individual, partnership, corporation, limited liability company, association or other entity; or (iii) holding an equity interest of any nature in, or directly or indirectly operating or participating in the operation of a radio broadcast business in the Entercom Station Territory with a classic hits format.

3. Equitable Relief. Each of the parties acknowledges that competition in violation of this Agreement or any other breach of any of the provisions contained in this Agreement will cause the other party irreparable injury and damage; and that a breach of the provisions of this Agreement cannot reasonably or adequately be compensated in damages in an action at law. By reason thereof, each of the parties agree that the other party shall be entitled, in addition to any other remedies they may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail any breach of this Agreement; provided, however, that no specification in this Agreement of a specific legal or equitable remedy shall be construed as a waiver or prohibition against the pursuing of other legal or equitable remedies in the event of such a breach.

4. Assignability. Each party may transfer or assign its rights under this Agreement (in whole or in part) to any entity with which such party may be merged or consolidated or which may acquire all or substantially all of its stock and/or property, or to any other affiliate or subsidiary of such party. This Agreement shall inure to the benefit of and be binding upon such successors or assigns of the parties.

5. Modification and Severability. If any provision of this Agreement is deemed unreasonably broad or unenforceable as written by a court of competent jurisdiction, the parties agree that such a court shall modify the offending provision such as to render it enforceable to the fullest extent possible. If any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete therefrom the portion adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

6. Notices. All notices shall be in writing (including facsimile transmission) and shall be deemed to have been duly given if delivered personally, when received by facsimile communications equipment or when deposited in the mail if mailed via registered or certified mail, return receipt requested, postage prepaid to the other party hereto at the following addresses:

***if to Entercom:***

Entercom Communications Corp.  
401 City Avenue, Suite 809  
Bala Cynwyd, PA 19004  
Attention: David J. Field  
Facsimile: (610) 660-5661

***with a copy (which shall  
not constitute notice) to:***

Entercom Communications Corp.  
401 City Avenue, Suite 809  
Bala Cynwyd, PA 19004  
Attention: John C. Donlevie, Esq.  
Facsimile: (610) 660-5641

***and***

Latham & Watkins LLP  
555 11th Street, NW  
Washington, D.C. 20004  
Attention: David D. Burns, Esq.  
Facsimile: (202) 637-2201

***if to Exchange Party:***

Susquehanna Radio Corp.  
Building 14, 14th Floor  
3535 Piedmont Road  
Atlanta, Georgia 30305  
Attention: Lewis W. Dickey, Jr.  
Phone: (404)260-6600  
Fax: (404) 443-0742

***with a copy (which shall  
not constitute notice) to:***

Susquehanna Radio Corp.  
14 Piedmont Center  
Building 14, 14th Floor

3535 Piedmont Road  
Atlanta, GA 30305  
Attention: Richard S. Denning  
Phone: (404) 260-6677  
Fax: (404) 260-6877

or to such other addresses as any such party may designate in writing in accordance with this Section 6.

7. Waiver. Any failure by any party to this Agreement to comply with any of its obligations hereunder may be waived. No waiver shall be effective unless in writing and signed by the party granting such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

8. Entire Agreement. This Agreement and the Exchange Agreement constitute the entire understanding of the parties hereto with respect to the subject matter hereof and supersede all other agreements, undertakings, restrictions, warranties, or representations relating to said subject matter between the parties other than those set forth herein or in the Exchange Agreement. This Agreement may not be modified or amended except by a written agreement specifically referring to this Agreement signed by the party against whom enforcement of such amendment is sought.

9. Governing Law. The terms of this Agreement shall be construed and enforced in accordance with the internal laws of the State of Ohio, without regard to principles of conflict of laws.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

**ENTERCOM CINCINNATI, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ENTERCOM CINCINNATI LICENSE,  
LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SUSQUEHANNA RADIO CORP.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**Exchange Party Station Territory**

Cincinnati Metro Survey Area as defined by Arbitron

**EXHIBIT B**

**Entercom Station Territory**

Cincinnati Metro Survey Area as defined by Arbitron