

EXHIBIT A

AGREEMENT ANCILLARY TO SALE OF BUSINESS

THIS AGREEMENT ANCILLARY TO SALE OF BUSINESS (this "Agreement") is made and entered into the ___ day of _____, 2005, by and among **GREMAX BROADCASTING LLC**, a Delaware limited liability company ("Buyer"), and **THOMAS S. ROCKLER**, an individual resident of the State of Arizona (the "Controlling Shareholder").

WITNESSETH:

WHEREAS, the Controlling Shareholder is the owner of all of the issued and outstanding shares of capital stock of Red Rock Communications, Ltd. and Red Rock Communications II, Ltd., both Arizona corporations (together, "Seller");

WHEREAS, Seller owns and operates the following radio broadcast stations (each a "Station" and collectively the "Stations") pursuant to certain authorizations issued by the Federal Communications Commission:

KFLX(FM), Kachina Village (Flagstaff), Arizona;
KSED(FM), Sedona, Arizona; and
KWMX(FM), Williams, Arizona;

WHEREAS, Buyer and Seller are parties to that certain Asset Purchase Agreement dated as of March __, 2005 (hereinafter the "Purchase Agreement") pursuant to which on the date of this Agreement, the parties are consummating the sale by Seller and purchase by Buyer of the Stations upon and subject to the terms and conditions set forth in the Purchase Agreement (the "Acquisition"); and

WHEREAS, the execution and delivery of this Agreement is a material condition precedent to the consummation by Buyer of the Acquisition, the consummation of which will directly benefit the Controlling Shareholder, and the Controlling Shareholder has therefore agreed to execute this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Controlling Shareholder and Buyer hereby agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the meanings set forth below.

1.1 The term "Business" shall mean the operation of the Stations and radio business and radio activities of Seller as conducted immediately prior to the Acquisition.

1.2 The term "radio" shall mean commercial AM & FM radio broadcast stations.

1.3 The term "radio business" shall mean operation, advertising, programming and other activities associated with radio station broadcasting.

1.4 The terms "compete" or "competing" shall mean: (i) managing, supervising or otherwise participating in a management or sales capacity with an entity which carries on a radio business; (ii) entering into or attempting to enter into any radio business or company which conducts a radio business, 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 business; provided, however, the terms "compete" or "competing" shall not include ownership of an equity interest in, association with, or management or operation of any non-commercial educational FM broadcast station serving the Tucson, Pima County, Arizona area on frequencies set forth in Section 73.501(a) of the FCC's rules, or presentation of the programming of such a non-commercial station inside the Territory (defined below) through re-broadcast on FM translators operating on Section 73.501(a) frequencies.

1.5 The term "directly or indirectly" shall mean (i) acting as an agent, representative, consultant, officer, director, member, independent contractor, or employee of any entity that is competing (as defined in Section 1.4 hereof); and (ii) participating in any such competing entity as an owner, partner, limited partner, joint venturer, member, creditor or shareholder (except as a shareholder holding less than a five percent (5%) interest in a corporation whose shares are actively traded on a regional or national securities exchange or in the over-the-counter market).

2. Non-Solicitation. The Controlling Shareholder covenants and agrees for a period of three (3) years from the date of this Agreement, subject to the limitations set forth in Section 5 below, not to: (i) hire or solicit for hire any person employed, or within three months of termination of employment, at any of the Stations, except any employee of Seller who is not offered employment by Buyer; or (ii) solicit for radio advertising, sponsorship, or program underwriting, or intentionally interfere with, disrupt, or attempt to disrupt, Buyer's relationship, contractual or otherwise, with any person or entity residing or carrying on a business within the Territory (including, without limitation, any translator station operator rebroadcasting the programming of the Stations) with respect to any business inside the Territory; *provided, however*, that nothing contained in this Section 2 shall prohibit the Controlling Shareholder from any involvement in solicitation of listeners during a membership drive for a non-commercial radio station described in Section 1.4(iii) above.

3. Non-Competition. The Controlling Shareholder covenants and agrees that, for a period of three (3) years from the date of this Agreement, subject to the limitations set forth in Section 5 below, the Controlling Shareholder will not, within the territory listed on Exhibit A attached hereto (the "Territory") (throughout which Territory the Controlling Shareholder acknowledges that the Business is being and has been conducted), directly or indirectly compete with Buyer by carrying on a radio business.

4. Confidential Information.

4.1 The Controlling Shareholder agrees that he has personal knowledge of the details of the Stations' operations which are confidential and of great value to the Business. The Controlling Shareholder also agrees that this and certain other information not generally known to the public used by the Controlling Shareholder in marketing the Business and broadcasting radio programming constitute trade secrets, are confidential, and have been the valuable property of Seller prior to the Acquisition. Further, the Controlling Shareholder recognizes and acknowledges that the business matters and affairs of Seller and the methods of business operations of Seller with respect to the Stations are valuable and confidential information and trade secrets and that unauthorized disclosure of the same would irreparably damage Buyer. (The information referred to in this Section 4.1 is hereinafter collectively referred to as "Confidential Information" but shall not include any information that is generally available to the public through no fault of the parties hereto.)

4.2 The Controlling Shareholder agrees that for a period of three (3) years from the date of this Agreement, subject to the limitations set forth in Section 5 below, he will keep confidential and not directly or indirectly divulge, furnish, make accessible to anyone, nor use or otherwise appropriate for his own benefit or to the detriment of Buyer, any of the Confidential Information, unless such disclosure or use is required by any law or court order or such Confidential Information is in the public domain not as a result of the violation of the Controlling Shareholder's undertakings herein.

4.3 The Controlling Shareholder hereby acknowledges and agrees that the prohibitions against disclosures of Confidential Information recited herein are in addition to, and not in lieu of, any rights or remedies that Buyer may have available pursuant to the laws of any jurisdiction or common law to prevent the disclosure of trade secrets or other confidential or proprietary information, and the enforcement by Buyer of its rights and remedies pursuant to this Agreement shall not be construed as a waiver of any other rights or available remedies that it may possess in law or equity absent this Agreement.

5. Limitations. Each restriction or covenant contained in Sections 2, 3 and 4 is severable. If the time period, geographical area specified, or any of the substantive provisions thereof should be adjudicated as unreasonable in any legal proceeding between the parties hereto, the time period shall be reduced by such number of months or years, the geographical area shall be reduced by the elimination of such portion thereof, or the substance shall be reduced in scope, or a combination of the foregoing, so that each such restriction or covenant may be enforced for such time period, in such geographical area and to the maximum extent as is adjudicated to be reasonable.

6. Equitable Relief. The Controlling Shareholder acknowledges that the expertise of the Controlling Shareholder in the Business described herein is of a special, unique, unusual, extraordinary, and intellectual character, which gives said expertise a pecuniary value; that a breach of any of the provisions contained in this Agreement will cause Buyer irreparable injury and damage; and that a breach by the Controlling Shareholder of the provisions of this Agreement cannot reasonably or adequately be compensated in damages in an action at law. The Controlling Shareholder expressly acknowledges that any breach of this Agreement is likely to result in an injury of a nature which would justify the entry of an injunction and a temporary restraining order to restrain such breach. In the event of a breach by the Controlling Shareholder under this Agreement, Buyer shall be entitled, in addition to any other remedies it may have under this Agreement or otherwise, to preliminary and permanent injunctive and other equitable relief to prevent or curtail such 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.

7. Assignability. Buyer may transfer or assign this Agreement to any subsequent owner (in whole or in part) of the Business. This Agreement shall inure to the benefit of and be binding upon such successors or assigns of Buyer. If this Agreement is assigned in accordance with the foregoing provisions, all references herein to Buyer shall likewise be deemed to be references to the successor or assignee. The Controlling Shareholder may not transfer, assign, or otherwise convey this Agreement or any part of the Controlling Shareholder's interest herein.

8. 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 the Controlling Shareholder, then to: Thomas S. Rockler
Red Rock Communications, Ltd.
2909 N. Campbell Avenue
Tucson, AZ 85719
Fax: (520) 299-5061

with a copy (which shall not constitute notice) to: Wiley Rein & Fielding LLP
1776 K Street, NW
Washington, DC 20006
Attention: Brian A. Johnson
Facsimile: (202) 719-7049

if to Buyer, then to: Grenax Broadcasting LLC
10337 Carriage Club Drive
Lone Tree, CO 80124
Attention: Greg Dinetz
Facsimile: (303) 790-4315

with a copy (which shall Fletcher, Heald & Hildreth

not constitute notice) to:

1300 N. 17th Street, 11th Floor
Arlington, VA 22209
Attention: M. Scott Johnson
Facsimile: (703) 812-0486

or to such other addresses as any such party may designate in writing in accordance with this Section 8.

9. Waiver. Any failure by either party to this Agreement to comply with any of its obligations hereunder may be waived by the other party. 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.

10. Entire Agreement. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes 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 Purchase 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. Ten Thousand Dollars of the Purchase Price under the Purchase Agreement shall be allocated to this Agreement.

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

12. Venue. Any legal action or proceeding arising under this Agreement may be initiated in the federal, state or local courts with jurisdiction in, and located within, Pima County, Arizona. Execution and delivery of this Agreement by the parties indicates their intent to submit to the non-exclusive jurisdiction of such court for all claims arising under this Agreement. The parties agree that venue will be proper in any such court. EACH PARTY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT.

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[SIGNATURES APPEAR ON THE NEXT PAGE]

SIGNATURE PAGE TO AGREEMENT ANCILLARY TO SALE OF BUSINESS

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

**BUYER:
GRENAX BROADCASTING LLC**

By: _____
Name: Greg Dinetz
Title: President/CEO

CONTROLLING SHAREHOLDER:

Thomas S. Rockler, Individually

EXHIBIT A

Territory

The area encompassed within the combined 1 mV/m service contours of the Stations and within the 1 mV/m contour of all booster or translator stations re-broadcasting the programming of the Stations.