

NON-COMPETE AGREEMENT

THIS NON-COMPETE AGREEMENT (herein referred to as the "Agreement"), dated as of November 18, 2001, but effective as provided herein, by and among Frank D. Osborn, an individual resident of the State of Connecticut (hereinafter referred to as the "Seller"), Aurora Communications, LLC, a Delaware limited liability company (hereinafter referred to as the "Company") and Cumulus Media Inc., an Illinois corporation (hereinafter referred to as the "Buyer");

WITNESSETH:

WHEREAS, the Buyer, the Company and the Seller, among others, are parties to that certain Acquisition Agreement (the "Acquisition Agreement") under which Sellers (as defined therein), including Seller, have agreed to sell, and Buyer has agreed to purchase, directly or indirectly, all of the membership interests in the Company upon and subject to the terms and conditions of the Acquisition Agreement;

WHEREAS, immediately following the closing of the transactions contemplated by the Acquisition Agreement (the "Acquisition") (the date of such closing is referred to herein as the "Effective Date"), the Buyer will be continuing the business currently conducted by the Company and its subsidiaries (as currently conducted, the "Business") in substantially the manner as such business was conducted by the Company and its subsidiaries prior to the Acquisition;

WHEREAS, the Seller has had access to, has shared responsibility for developing and implementing, and has intimate and valuable knowledge of the Business, as well as technical, financial, customer and other confidential information related to the Business, which, if exploited by the Seller in contravention of this Agreement, would seriously, adversely and irreparably affect the ability of the Buyer to continue the Business previously conducted by the Company and its subsidiaries;

WHEREAS, as a material and vital inducement to the Buyer to enter into the Acquisition Agreement which includes the payment for the goodwill of the Company and as a condition precedent to the consummation of the Acquisition, which will directly benefit the Seller, the Seller has agreed to execute this Agreement which the Seller acknowledges is essential to protect the Buyer's business interest and investment in the membership interests and goodwill of the Company; and

WHEREAS, Seller acknowledges that Buyer has paid and Seller has received value for the Seller entering into this Agreement to abstain on and after the Effective Date under the terms and conditions set forth below, from activities competitive with the Business which Seller and others are selling to Buyer;

NOW, THEREFORE, in consideration of the premises, the mutual promises and covenants of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller, intending to be legally bound, agrees as follows:

1. Noncompetition/Nonsolicitation.

1.1 The Seller acknowledges and recognizes the highly competitive nature of the Business and accordingly agrees as follows:

(a) For a period (the "Restricted Period") to end on the sooner to occur of the third anniversary of the Effective Date, or the date on which Seller ceases to make severance payments to Seller in breach of Section ____ of the Acquisition Agreement, the Seller will not directly or indirectly, in the territory described in Section 1.1(b) (the "Restricted Territory") (throughout which territory the Seller acknowledges that the Company and its subsidiaries have been conducting the Business), (1) engage in any business for the Seller's own account that competes with the Business, (2) manage, supervise, or otherwise participate in a management or sales capacity with, or enter the employ of, or render any service to, any person engaged in any business that competes with the Business, (3) acquire a financial interest in, or otherwise become actively involved with, any person engaged in any business that competes with the Business, directly or indirectly, as an individual, partner, member, shareholder, officer, director, principal, agent, trustee or consultant, or (4) interfere with business relationships between the Buyer or any of its affiliates that are engaged in a business similar to the Business (the "Buyer Affiliates") and customers or suppliers of the Company or any of its subsidiaries or otherwise solicit any business from such customers or suppliers which would be competitive with the Business.

(b) For the purposes of Section 1, the "Restricted Territory" shall mean any area within a radius of 75 miles of any transmission tower owned, leased or otherwise used by the Company or any of its subsidiaries.

(c) Notwithstanding anything to the contrary in this Agreement, the Seller may, directly or indirectly own, solely as an investment, securities of any person engaged in the Business which are publicly traded on a national or regional stock exchange or on the over-the-counter market if the Seller (1) is not a controlling person of, or a member of a group which controls, such person and (2) does not, directly or indirectly, own 1% or more of any class of securities of such person.

(d) During the Restricted Period, the Seller will not, directly or indirectly, (1) solicit or encourage any person who was an employee of the Company or a subsidiary of the Company prior to the Acquisition and who became an employee of the Buyer or the Buyer Affiliates immediately after the Acquisition to leave the employment of the Buyer or the Buyer Affiliates, or (2) hire any such employee who has left the employment of the Buyer or the Buyer Affiliates (other than as a result of the termination of such employment by the Buyer or the Buyer

Affiliates) within one year after the termination of such employee's employment with the Buyer or the Buyer Affiliates.

(e) During the Restricted Period, the Seller will not, directly or indirectly, solicit or encourage to cease to work with the Buyer or the Buyer Affiliates any consultant who was a consultant of the Company or a subsidiary of the Company prior to the Acquisition and who is then under contract with the Buyer or the Buyer Affiliates.

1.2 It is expressly understood and agreed that although the Seller and the Company consider the restrictions contained in this Section 1 to be reasonable, if a final judicial determination is made by a court of competent jurisdiction that the time or territory or any other restriction contained in this Agreement is an unenforceable restriction against the Seller, the provisions of this Agreement shall not be rendered void but shall be deemed amended to apply as to such maximum time and territory and to such maximum extent as such court may judicially determine or indicate to be enforceable. Alternatively, if any court of competent jurisdiction finds that any restriction contained in this Agreement is unenforceable, and such restriction cannot be amended so as to make it enforceable, such finding shall not affect the enforceability of any of the other restrictions contained herein. The parties intend that the covenant set forth in this Section 1 shall be deemed to be a series of separate covenants, one for each and every political subdivision where this covenant is intended to be effective.

2. Confidential Data.

2.1 The Seller agrees that the customers of the Business and potential customers of the Business with which the Seller had personal dealings are and shall remain the exclusive property of the Company, are confidential and are of great value to the Company. The Seller also agrees that this and certain other information not generally known to the public used by the Seller and the Company in marketing the Business and broadcasting radio programming constitutes trade secrets, is confidential and has been the valuable property of the Company, which has been sold to Buyer and is now, indirectly through its ownership of the company, the property of Buyer. Further, the Seller recognizes and acknowledges that the business matters and affairs of the Company in respect of the Business, and the methods of business operations of the Company in respect of the Business are valuable and confidential information and trade secrets and that unauthorized disclosure of the same would irreparably damage the Buyer. (The information referred to in this Section 2.1 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.)

2.2 The Seller agrees that for a period of three (3) years from the Effective Date, 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 the Company or Buyer, any of the Confidential Information, unless such disclosure or use is required by any law or court order or such Confidential Information is generally known to the industry or the public other than not as a result of the violation of Seller's undertakings herein.

2.3 The Seller 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 which the Company or 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 the Company and Buyer of their rights and remedies pursuant to this Agreement shall not be construed as a waiver of any other rights or available remedies which it may possess in law or equity absent this Agreement.

3. Equitable Relief. Seller acknowledges that the expertise of Seller 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 the Buyer irreparable injury and damage; and that a breach by the Seller of the provisions of this Agreement cannot reasonably or adequately be compensated in damages in an action at law. Seller further acknowledges that he possesses unique skills, knowledge and ability and that competition in violation of this Agreement or any other breach of the provisions of this Agreement would be extremely detrimental to the Buyer. By reason thereof, Seller agrees that the 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 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. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by hand, telecopy, or internationally recognized courier service or mailed by registered or certified mail, return receipt requested, first class or airmail postage prepaid, addressed as follows:

If to Seller: Frank D. Osborn
Hemlock Hill Road
New Canaan, CT 06840
Telecopier: _____

If to the Buyer: Cumulus Media Inc.
3535 Piedmont Road
Building 14, Floor 14
Atlanta, Georgia 30305
Attention: Chief Executive Officer
Telecopier: 404/443-0742

If delivered personally, by telecopier, or by internationally recognized overnight courier service, the date on which a notice, request, instruction or document is delivered shall be the date on which delivery is made, and if by mail, the date on which such notice, request, instruction or document is received shall be the date of delivery. Any party hereto may change its address specified for notice by designating a new address for notice in accordance with this Section 4.

5. Severability. In the event that any provision of this Agreement or any word, phrase, clause, sentence or other portion thereof should be held to be unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner so as to make this Agreement as modified legal and enforceable to the fullest extent permitted under applicable laws.

6. Successors and Assigns. The covenants, terms and provisions set forth herein shall inure to the benefit of and be enforceable by the Buyer, any subsidiary of Buyer that conducts the Business hereafter, and the assigns and successors-in-interest of the same, including, without limitation, any corporation with which the Buyer or such a subsidiary may be merged or by which it may be acquired. The Seller may not transfer, assign or otherwise convey this Agreement or any part of the Seller's interest herein.

7. Integrated Agreement and Consideration. This Agreement, while ancillary to the Acquisition Agreement, constitutes the entire Agreement among the parties hereto with regard to the subject matter hereof, and there are no agreements, understandings, restrictions, warranties or representations relating to said subject matter among the parties other than those set forth herein or herein provided for. Nothing contained herein shall be regarded as an agreement of employment between the Seller and the Buyer or the Company. The Seller hereby acknowledges that the Acquisition and the consideration to be paid therefor constitutes good and valuable consideration received by the Seller and the Company for the covenants and undertakings as described in this Agreement, and such covenants and undertakings are ancillary to the Acquisition.

8. Counterparts. This Agreement may be executed in two or more counterparts, each of which will take effect as an original and all of which shall evidence one and the same agreement.

9. Governing Law. The terms of this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

10. Pronouns. All pronouns used herein shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.

11. Effectiveness. This Agreement will become effective upon the Effective Date. Notwithstanding any other provision of this Agreement, if the Acquisition Agreement is terminated prior to the Effective Date, this Agreement will have no further force or effect.

* * * * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written but effective as provided in Section 11.

"SELLER"

"COMPANY"

AURORA COMMUNICATIONS, LLC

By: _____

Title: _____

"BUYER"

CUMULUS MEDIA INC.

By: _____

Title: _____