

Exhibit 2.10

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 **COLUMBIA FM, INC.**, a Missouri corporation ("FM, Inc."), **COLUMBIA AM, INC.**, a Missouri corporation ("AM, Inc."), **MID-MISSOURI BROADCASTING, INC.**, a Missouri corporation ("Mid-Missouri"), **FT. SMITH FM, INC.**, an Arkansas corporation ("Ft. Smith"), **PREMIER RADIO GROUP, LLC**, a Missouri limited liability company ("Premier Radio"), **G.B.O. LLC**, a Missouri limited liability company ("G.B.O."), Alan M. Germond, an individual resident of the State of Missouri ("Germond"), J. David Baugher, an individual resident of the State of Missouri ("Baugher"), John E. Ott, an individual resident of the State of Missouri ("Ott") and Renea Sapp, an individual resident of the State of Missouri ("Sapp" and together with Germond, Baugher, Ott, FM, Inc., AM, Inc., Mid-Missouri, Ft. Smith, Premier Radio and G.B.O. hereinafter collectively referred to as "Sellers"), **CUMULUS BROADCASTING LLC**, a Nevada limited liability company ("Buyer"), and **CUMULUS LICENSING LLC**, a Nevada limited liability company ("Cumulus Licensing", and together with Buyer being hereinafter sometimes referred to as "Buyers").

WITNESSETH:

WHEREAS, Sellers are the licensees of radio broadcast stations KFRU (AM), KBXR (FM), KOQL (FM) and KPLA (FM) serving the Columbia, Missouri market, and radio broadcast stations KLIK (AM), KBBM (FM) and KJMO (FM) serving the Jefferson City, Missouri market (collectively, the "Stations"), pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"), and Sellers have conducted the business and operation of the Stations;

WHEREAS, the Buyers and Sellers are parties to that certain Asset Purchase Agreement dated as of _____, 2004 (hereinafter the "Purchase Agreement") pursuant to which they have agreed that Sellers shall sell and Buyers shall purchase the assets and business of the Stations, upon and subject to the terms and conditions set forth in the Purchase Agreement;

WHEREAS, each of Sellers have had access to, has shared responsibility for developing and implementing, and has had intimate and valuable knowledge of the Business (as defined below), as well as technical, financial, customer, and other confidential information related to the Business, which, if exploited by any of Sellers in contravention of this Agreement, could seriously and irreparably affect the ability of Buyers to continue the Business as previously operated;

WHEREAS, as a material and vital inducement to the Buyers entering into the Purchase Agreement, which includes the payment by Buyers for the goodwill of the Business,

and as a condition precedent to the consummation of the Purchase Agreement, which will directly benefit Sellers, each of Sellers has agreed to execute this Agreement, which Sellers acknowledge is essential to protect the Buyers' business interest and investment in the assets and goodwill of the Business; and

WHEREAS, each of Sellers acknowledges that, pursuant to the Purchase Agreement, Buyers have paid and Sellers have received value for entering into this Agreement to abstain, under the conditions set forth below, from activities competitive with the Business being acquired by the Buyers pursuant to the Purchase Agreement;

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

1. Non-Solicitation.

1.1 Each of Sellers covenants and agrees for a period of three (3) years from the date of this Agreement (i) not to solicit, divert, or actively take away, or attempt to solicit, divert, or take away, on behalf of any other person or entity, or intentionally interfere with, disrupt, or attempt to disrupt, the relationship, contractual or otherwise, between the Buyers and any customer for radio broadcast advertising who obtained or contracted to obtain radio broadcast advertising services from any of the Sellers during the twenty-four (24) months prior to the date hereof, provided, however, that the limitations described in this subsection (i) shall not apply to a solicitation of or communications with such customers by Sellers for purposes other than advertising or other services related to broadcasting or webcasting; and (ii) not to, and not to permit any Person, directly or indirectly (alone or together with others), controlling or controlled by, or affiliated with or employed or engaged by Sellers, without the express prior written consent of Buyer, to employ or attempt to employ or knowingly arrange or solicit or have any other Person employ any Transferred Employee within the territories listed on Exhibit A attached hereto (the "Territory") (throughout which territory each of Sellers acknowledges that the Business is being and has been conducted).

1.2 For purposes of this Agreement, the term "Business" shall mean the operation of the Stations and radio business and radio activities of Sellers as conducted immediately prior to the consummation of the transactions contemplated under the Purchase Agreement.

2. Non-Competition

2.1 Each of Sellers covenants and agrees that, for a period of three (3) years from the date of this Agreement, Sellers will not, within the Territory (throughout which Territory each of Sellers acknowledges that Sellers have been conducting the Business), directly or indirectly, compete with the Buyers by carrying on a business that is substantially similar to the Business.

2.2 For the purposes of this Agreement, the term "compete" shall mean: (i) managing, supervising or otherwise participating in a management or sales capacity with an entity which carries on a radio business that is substantially similar to the Business; (ii) in connection with radio business, calling on, soliciting for radio broadcast advertising, actively taking away, accepting as a client or customer or hiring or attempting to call on, solicit, actively take away or accept as a client or customer, any individual, partnership, corporation, limited liability company, association or other entity that was a client or customer of any of the Sellers in connection with radio business as of immediately prior to the date hereof; (iii) entering into or attempting to enter into any radio business which conducts a radio business that is substantially similar to the Business, either alone or with any individual, partnership, corporation, limited liability company, association or other entity; (iv) causing any individual partnership, corporation, limited liability company, association or other entity to enter into any radio business which conducts a radio business that is substantially similar to the Business or supporting in any manner any such entity's entry into any radio business which competes with the Business; or (v) holding an equity interest in, or directly or indirectly operating or participating in the operation of a radio business not owned by Buyer or one of its affiliates which conducts a radio business that is substantially similar to the Business.

2.3 For the purposes of this Agreement, the words "directly or indirectly" as they modify the word "compete" shall mean (i) acting as an agent, representative, consultant, officer, director, member, independent contractor, or employee of any radio entity or enterprise that is competing (as defined in Section 2.2 hereof) with the Business; (ii) participating in any such competing radio entity or enterprise as an owner, partner, limited partner, joint venturer, member, creditor or shareholder (except as a shareholder holding less than a one percent (1%) interest in a corporation whose shares are actively traded on a regional or national securities exchange or in the over-the-counter market); or (iii) communicating to any such competing radio entity or enterprise the names or addresses or any other information concerning any past, present or currently identified prospective client or customer of any of the Sellers in connection with radio advertising or the radio business.

2.4 In view of the geographic scope and nature of the business in which the Buyers are engaged (and in which Sellers have been engaged), and recognizing the substantial sums to be paid to Sellers pursuant to the Purchase Agreement, each of Sellers expressly acknowledges that the restrictive covenants set forth in this Sections 1 and 2, including, without limitation, the geographic and temporal scope and of such covenants, are necessary in order to protect and maintain the proprietary interests and other legitimate business interests of the Buyers.

2.5 Notwithstanding anything contained herein to the contrary, a Seller shall not be deemed to "compete" with the Business by reason of his or her ownership interest in, operation of, employment by or activities in respect of or on behalf of a non-commercial radio station or any entity owning or operating the same.

3. Confidential Information.

3.1 Each of Sellers agrees that the customers and potential radio broadcast customers of any of the Sellers with which Sellers had personal dealings following completion of

the transactions anticipated by the Purchase Agreement are and shall become the exclusive property of the Buyers, are confidential, and are of great value to the Business. Each of Sellers also agrees that this and certain other radio business information not generally known to the public used by Sellers in marketing the Business and broadcasting radio programming constitute trade secrets, are confidential, and have been the valuable property of the Sellers and are and shall become the valuable property of the Buyers pursuant to the Purchase Agreement. Further, each of Sellers recognizes and acknowledges that the radio business matters and affairs of the Sellers and the methods of radio business operations of the Sellers are valuable and confidential information and trade secrets and that unauthorized disclosure of the same would irreparably damage the Buyers. (The information referred to in this Section 3.1 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 Sellers, or such information as disclosed by Buyers.)

3.2 Each of Sellers agrees that for a period of three (3) years from the date of this Agreement, he will keep confidential and not directly or indirectly divulge, furnish, make accessible to anyone, nor use or otherwise appropriate for his own benefit (other than with respect to the solicitation of or communication with customers by Sellers for purposes other than advertising or other services related to broadcasting or webcasting) or to the detriment of the Buyers, 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 Sellers' undertakings herein.

3.3 Each of Sellers 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 the Buyers 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 Buyers of their rights and remedies pursuant to this Agreement shall not be construed as a waiver of any other rights or available remedies that they may possess in law or equity absent this Agreement.

4. Equitable Relief. Each of Sellers acknowledges that the expertise and knowledge of Sellers in the Business described herein is of a special, unique, unusual, extraordinary, and intellectual character, which gives said expertise a pecuniary value; that competition in violation of this Agreement or any other breach of any of the provisions contained in this Agreement will cause the Buyers irreparable injury and damage; and that a breach by Sellers of the provisions of this Agreement cannot reasonably or adequately be compensated in damages in an action at law. By reason thereof, each of Sellers agrees that the Buyers 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.

5. Assignability. The Buyers may transfer or assign this Agreement (in whole or in part) to any entity with which such Buyer 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 the Buyers to which the Purchase Agreement is assigned by the Buyers pursuant to Section 13.3 of

the Purchase Agreement. This Agreement shall inure to the benefit of and be binding upon such successors or assigns of the Buyers. If this Agreement is assigned in accordance with the foregoing provisions, all references herein to Buyers shall likewise be deemed to be references to the successor or assignee. Each of Sellers may not transfer, assign, or otherwise convey this Agreement or any part of Sellers' interest herein.

6. 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 against Sellers. 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.

7. 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 Sellers:

Premier Marketing Group
503 Old 63 N
Columbia, MO 65201-6305
Attn: Alan M. Germond, J. David Baugher and John E. Ott
Phone: (573) 442-3116
Fax: (573) 449-7770

with a copy to:

Vinson & Elkins LLP
The Willard Office Building
1455 Pennsylvania Avenue, N.W.
Washington, D.C. 20004-1008
Attn: Mark N. Lipp, Esq.
Phone: 202.639-6771
Fax: 202.879-8971

and

Henry K. Fisher, III
2502 West Ash Street
Columbia, Missouri 65203
Phone: (573) 445-6513
Fax: (573) 446-2177

If to the Buyers:

Cumulus Broadcasting LLC
3535 Piedmont Rd.
Building 14, 14th Floor

Atlanta, Georgia 30305
Attn: Richard S. Denning, General Counsel
Phone: (404) 260-6677
Fax: (404) 443-0742

with a copy to: If before April 16, 2004:

Jones Day
3500 SunTrust Plaza
303 Peachtree Street
Atlanta, GA 30308-3242
Attn: John E. Zamer, Esq.
Phone: (404) 521-3939
Fax: (404) 581-8330

If on or after April 16, 2004:

Jones Day
1420 Peachtree Street, N.E.
Suite 800
Atlanta, GA 30309
Attn: John E. Zamer, Esq.
Phone: (404) 521-3939
Fax: (404) 581-8330

or to such other addresses as any such party may designate in writing in accordance with this Section 7.

8. 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.

9. Entire Agreement. This Agreement and the Purchase 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 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.

10. Governing Law. The terms of this Agreement shall be construed and enforced in accordance with the internal laws of the State of Missouri, 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.

CUMULUS BROADCASTING LLC

By: _____
Name: _____
Title: _____

CUMULUS LICENSING LLC

By: _____
Name: _____
Title: _____

COLUMBIA FM, INC.

By: _____
Name: _____
Title: _____

COLUMBIA AM, INC.

By: _____
Name: _____
Title: _____

MID-MISSOURI BROADCASTING, INC.

By: _____
Name: _____
Title: _____

FT. SMITH FM, INC.

By: _____
Name: _____
Title: _____

PREMIER RADIO GROUP, LLC

By: _____
Name: _____
Title: _____

G.B.O. LLC

By: _____
Name: _____
Title: _____

Alan M. Germond

J. David Baugher

John E. Ott

Renea Sapp

EXHIBIT A

Territory

1. A radius around the location of the transmitter of each Station equal to the current broadcast area of such Station as of the date of this Agreement, which is 47 miles with respect to KFRU (AM), 52 miles with respect to KOQL (FM), 52 miles with respect to KBXR (FM), 50 miles with respect to KPLA (FM), 48 miles with respect to KLIK (AM), 41 miles with respect to KBBM (FM), and 46 miles with respect to KJMO (FM).
2. The Columbia and Jefferson City Radio Metro Areas, as determined by Arbitron's defined Metro Survey Areas, to the extent beyond the radius described in paragraph 1.