

**Exhibit 2.11**

**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 **OLMSTED BROADCASTING COMPANY**, a Minnesota corporation ("Olmsted"), **HOWARD G. BILL**, an individual resident of the State of Minnesota, **LUCILLE S. BILL**, and individual resident of the state of Minnesota (Howard G. Bill and Lucille S. Bill being hereinafter referred to as the "Bills", and together with Olmsted being hereinafter sometimes referred to as "Sellers"), **CUMULUS BROADCASTING, INC.**, a Nevada corporation ("Buyer"), and **CUMULUS LICENSING CORP.**, a Nevada corporation ("License Co.", and together with Buyer being hereinafter sometimes referred to as "Buyers").

**W I T N E S S E T H:**

**WHEREAS**, Olmsted is the licensee of radio broadcast stations KOLM-AM and KWWK-FM serving the Rochester, Minnesota market and the Bills are the licensees of the radio broadcast station KLCX-FM, serving the St. Charles, Minnesota market (collectively, the "Stations"), pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC"), and Olmsted and the Bills have conducted the business and operation of the Stations;

**WHEREAS**, Howard G. Bill and Lucille S. Bill are all of the shareholders of Olmsted;

**WHEREAS**, the Buyers and Sellers are parties to that certain Asset Purchase Agreement dated as of November \_\_, 2003 (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 five (5) years from the date of this Agreement, 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 (i) 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 and (ii) any employee of Buyer engaged in the radio business and performing services 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.

1.3 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 Section 1, 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. Non-Competition

2.1 Each of Sellers covenants and agrees that, for a period of five (5) 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); and (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 Notwithstanding any other provisions of this Agreement, the non-competition restrictive covenants described in Section 2 herein shall not apply (i) to the present or future broadcast ownership interests or officer, director, managing member or similar position constituting an "attributable interest" under FCC rules and regulations of the Bills in radio stations WFLN(AM) (FCC Facility ID No. 7056), La Crosse, WI, WLXR-FM (FCC Facility ID No. 7057), La Crosse, WI, WQCC(FM) (FCC Facility ID No. 43209), La Crosse, WI, WKBH-FM (FCC Facility ID No. 17040), West Salem, WI or KQEG(FM) (FCC Facility ID No. 72206), La Crescent, MN, for so long as such station, as applicable, broadcasts in the La Crosse, WI radio market or (ii) to any future broadcast ownership interests or officer, director, managing member or similar position constituting an "attributable interest" under FCC rules and regulations of the Bills in other radio stations operating in the La Crosse, WI radio market.

### 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 are and shall remain the exclusive property of the Sellers, 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. 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 five (5) 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 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 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 a 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. Each of Sellers further acknowledges that Sellers possess 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 Buyers. 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 the Bills may not transfer, assign, or otherwise convey this Agreement or any part of either of the Bills' 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:***

Howard G. Bill  
625 19<sup>th</sup> Street, N.W. #507  
Rochester, Minnesota  
Phone: (507) 288-1971  
Fax: (507) 288-1520

***with a copy to:***

Edmundson & Edmundson  
1818 N Street, N.W. - Suite 700  
Washington, D.C. 20036  
Attn: James K. Edmundson, Esquire  
Phone: (703) 683-6370  
Fax: James K. Edmundson at (603) 549-8958

***If to the Buyers:***

Cumulus Broadcasting, Inc.  
3535 Piedmont Rd.  
Building 14, 14th Floor  
Atlanta, Georgia 30305  
Attn: Mr. Lewis W. Dickey, Jr., President  
Phone: (404) 949-0700  
Fax: (404) 443-0742

***with copies to:***

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

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

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 Minnesota, 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, INC.**

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

**CUMULUS LICENSING CORP.**

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

**OLMSTED COUNTY BROADCASTING  
COMPANY**

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

**HOWARD G. BILL**

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

**LUCILLE S. BILL**

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

## **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 63 miles with respect to KWWK-FM, 68 miles with respect to KOLM-AM, and 44 miles with respect to KLCX-FM; and
2. The Rochester, Minnesota Radio Metro Area, as determined by Arbitron's defined Metro Survey Areas, to the extent beyond the radius described in paragraph 1.