

AGREEMENT ANCILLARY TO SALE OF BUSINESS

THIS AGREEMENT ANCILLARY TO SALE OF BUSINESS (the “Agreement”) is made and entered into the 31st day of January, 2003, by and between CUMULUS BROADCASTING, INC., a Nevada corporation (the “Buyer”), CUMULUS LICENSING CORP., a Nevada Corporation (the “License Co.” and together with Buyer being hereinafter sometimes referred to as “Buyers”), CONCORD MEDIA GROUP, INC., a Florida corporation (“Seller”), and MARK JORGENSON, an individual resident of the State of Florida, (the “Shareholder”; Seller and the Shareholder hereinafter collectively the “Sellers”).

RECITALS:

A. The Shareholder is a shareholder of Seller;

B. Seller is the Licensee of the radio station WBPM(FM), Kingston, New York (FCC Facility ID No. 27395), serving the Poughkeepsie, New York market, (the “Station”), pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”) and owns or leases certain assets used or held for use in connection with the operation of the Station;

C. The Buyers and the Seller are parties to that certain Asset Purchase Agreement dated as of January 31, 2003 (hereinafter the “Purchase Agreement”) under which the Seller has agreed to sell, and the Buyers have agreed to purchase the Station and the assets used or held for use in connection with the operation of the Station upon and subject to the terms and conditions of the Purchase Agreement;

D. Immediately following the closing of the transactions contemplated by the Purchase Agreement (the “Acquisition”), the Buyers will be continuing the business conducted by Sellers with respect to the Station in substantially the manner as such business was conducted by Sellers prior to the Acquisition;

E. The Sellers have had access to, have shared responsibility for developing and implementing, and have 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 the Sellers in contravention of this Agreement, could seriously and irreparably affect the ability of Buyers to continue the Business as previously operated;

F. 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 Acquisition, which will directly benefit the Sellers, the Sellers have agreed to execute this Agreement, which the Sellers acknowledge is essential to protect the Buyers’ business interest and investment in the assets and goodwill of the Business; and

G. Sellers acknowledge and agree that Buyers have paid and Sellers have received value for Sellers entering into this Agreement to abstain, under the conditions set forth below, from activities competitive with the Business that the Sellers are selling to Buyer; and

H. Buyers acknowledge that Shareholder's livelihood is derived from his business as a Media Broker (defined below), as well as from owning and operating broadcasting stations in areas other than the Defined Zone (as defined below), and agree that it is neither the intent nor purpose of Buyers to, in any way, deprive Shareholder of his ability to act as a Media Broker as the result of this Agreement. Buyers also acknowledge that Shareholder owns and operates radio station WCKL-AM located in Catskill, New York, and agree that it is neither the intent nor purpose of Buyers to, in any way, deprive Shareholder of his ability to own such radio station.

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-competition.

1.1 Duty Not to Compete. Each of the Sellers covenants and agrees that for a period of two (2) years from the date of this Agreement, he or it will not, within the territory listed on Exhibit A attached hereto (throughout which territory the Sellers acknowledge that the Business has been conducted) (referred to herein as the "Defined Zone") directly or indirectly, compete with the Buyer by carrying on a business that is substantially similar to the Business.

1.2 Definition of "Compete." For the purposes of this Agreement, and subject to Section 1.3(b) below, the term "compete" shall mean: (a) managing, supervising, or otherwise participating in a management or sales capacity with an entity that carries on a business that is substantially similar to the Business; (b) entering into or attempting to enter into any business that conducts a business that is substantially similar to the Business, either alone or with any individual, partnership, corporation, limited liability company, association, or other entity; (c) causing any individual partnership, corporation, limited liability company, association, or other entity to enter into any business that conducts a business that is substantially similar to the Business or supporting in any manner any such entity's entry into any business that competes with the Business; or (d) holding an equity interest in, or directly or indirectly operating or participating in the operation of, a business not owned by Buyer or one of its affiliates that conducts a business that is substantially similar to the Business.

1.3 Direct or Indirect Competition.

(a) For the purposes of this Agreement, but subject to Section 1.3(b) below, 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 entity or enterprise that is competing (as defined in Section 1.2 hereof) with the Business; (ii) participating in any such competing 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 entity or enterprise the names or addresses or any other information concerning any past, present, or currently identified prospective client or customer of the Station with respect to the Business.

(b) The foregoing notwithstanding or to the contrary, it is acknowledged and agreed by Buyers that Shareholder may (i) conduct his business as a Media Broker, as hereafter defined, with respect to any person or entity whether inside or outside of the Defined Zone, and that the Shareholder's activities, conduct, participation or relationship with any entity within or outside of the Defined Zone as a broker of media properties shall in no way be, or be construed as, competing directly or indirectly with the Business as provided or contemplated by this Agreement, and (ii) continue to own and operate WCKL-AM, located in Catskill, New York, subject to the terms of Sections 1.3(a)(iii) and 1.5 hereof.

(c) For purposes of this Agreement, the expression "Media Broker" shall mean the actions, business or conduct of Shareholder as an intermediary and agent respecting the discovery and identification of buyers and sellers, and the arranging and negotiation of contracts for the purchase and sale of any (i) broadcast radio, television, cable television or internet properties (including all the tangible and intangible assets pertinent thereto), and/or (ii) newspapers, periodicals, newsletters or other publications, and/or (iii) securities pertaining to any of the preceding enterprises.

1.4 Business. For purposes of this Agreement, the term "Business" shall mean the business, operations, and activities of the Sellers with respect to the Station and the use of the Purchased Assets (as such term is defined in the Purchase Agreement) in connection therewith, but shall no in any way include Shareholder's business or activities as provided by Section 1.3(b).

1.5 Non-Raiding Covenant. Sellers shall not, directly or indirectly, solicit, induce, call on, divert, take away, hire or attempt to persuade, on its behalf or on behalf of any other person or entity, any employee, agent or customer of the Station to terminate such employment, agency or business relationship, or intentionally interfere with, disrupt, or attempt to disrupt, the relationship, contractual or otherwise, between Buyer any such employee, agent or customer; *provided, however*, that the Sellers may employ any person previously employed by the Station after such person's employment has been terminated by Buyers, but only if the Sellers prior to the termination of such person's employment by Buyers had no contact, direct or indirect, with such person regarding such person's employment, and such person is not restricted from accepting such employment pursuant to any agreement with Buyers or otherwise.

1.6 Scope of Limitation. In view of the geographic scope and nature of the business in which the Buyer is engaged (and in which Sellers have been engaged), and recognizing the substantial sums to be paid to the Sellers pursuant to the Purchase Agreement, the Sellers expressly acknowledge 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. If the scope, length of time, and/or geographic area, provided for in this

Agreement is judicially determined to exceed the maximum scope, length of time, and/or maximum geographic area as to which this Agreement is enforceable, then this Agreement shall be deemed to be modified to apply to the maximum lawful scope, period of time and/or geographic area for which it is enforceable.

2. Confidential Information.

2.1 The Sellers agree that the customers and potential customers of the Business with which the Sellers had personal dealings are and shall remain the exclusive property of the Business, are confidential, and are of great value to the Business. The Sellers also agree that this and certain other information not generally known to the public used by the Sellers in marketing the Business and broadcasting radio programming constitute trade secrets, are confidential, and have been the valuable property of the Business, which has been sold to Buyers and are now the property of Buyers. Further, the Sellers recognize and acknowledge that the business matters and affairs of the Business and the methods of business operations of the Business 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 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 Each of the Sellers agrees that for a period of two (2) years from the date of this Agreement, he or it will keep confidential and not directly or indirectly divulge, furnish, make accessible to anyone, nor use or otherwise appropriate for his or its 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.

2.3 Sellers hereby acknowledge and agree 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.

3. Equitable Relief. Sellers acknowledge 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 the Sellers of the provisions of this Agreement cannot reasonably or adequately be compensated in damages in an action at law. Sellers further acknowledge that each of them 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 Buyers. By reason thereof, each of the 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.

4. 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. 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. The Sellers may not transfer, assign, or otherwise convey this Agreement or any part of Sellers' interest herein.

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 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.

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 any of the Sellers:

Concord Media Group
11521 Innfields Drive
Odessa, FL 33556-5406
Attn: Mark Jorgenson
Phone: 813-926-9260
Fax: 813-926-9001

with a copy to:

Katten Muchin Zavis Rosenman
1025 Thomas Jefferson Street, N.W.
East Lobby, Suite 700
Washington, DC 2007-5201
Attn: Lee W. Shubert, Esq.
Phone: (202) 625-3695
Fax: (202) 298-7570

If to any of the Buyers:

Cumulus Broadcasting Inc.
3535 Piedmont Rd.
Building 14, 14th Floor
Atlanta, Georgia 30305

Attn: Mr. Lewis W. Dickey, Jr., President
Phone: (404) 260-6600
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.

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 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.

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

[SIGNATURES ON THE NEXT PAGE]

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

CUMULUS BROADCASTING, INC.

By: Richard S. Denning
Name: Richard S. Denning
Title: Vice President

CUMULUS LICENSING CORP.

By: Richard S. Denning
Name: Richard S. Denning
Title: Vice President

CONCORD MEDIA GROUP, INC.

By: _____
Name: _____
Title: _____

SHAREHOLDER

MARK JORGENSEN, an individual resident of
the State of Florida

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: _____

CONCORD MEDIA GROUP, INC.

By: 
Name: MARK W JORGENSON
Title: PRESIDENT

SHAREHOLDER



MARK JORGENSON, an individual resident of
the State of Florida

EXHIBIT A

Territory

- a. A radius of twenty-five (25) miles around Poughkeepsie, New York; and
- b. The Poughkeepsie Metro Area, as determined by Arbitron's defined Metro Survey Areas, to the extent beyond the radius described in paragraph (a).