

Annex B to Exchange Agreement
Form of Unit Assignment

UNIT ASSIGNMENT

Pursuant to, and in accordance with the terms of, that certain Exchange Agreement, dated January 31, 2011 (the “**Exchange Agreement**”), by and among Cumulus Media Inc., a Delaware corporation (“**CMI**”), the undersigned, and the other holders of membership interests in Cumulus Media Partners, LLC, a Delaware limited liability company (“**CMP**”), party thereto, each of the undersigned (collectively, the “**[Bain] [Blackstone] [THL] Seller[s]**”) hereby agree as follows:

1. **Definitions.** Capitalized terms used herein shall, except as otherwise defined herein, have the respective meanings ascribed to them in the Exchange Agreement.

2. **Assignment.** Effective upon receipt of the deliveries to be made by CMI to such Seller and the Sellers’ Representative, pursuant to Section 2.3 of the Exchange Agreement, each of the undersigned Sellers hereby sells, assigns and transfers to CMI, free and clear of all Liens (other than (i) those restrictions arising under the CMP LLC Agreement, the CMP Equityholders’ Agreement and CMP Amendment and (ii) Liens imposed by federal and/or state securities Laws), the Units indicated as being owned by it on **Exhibit A** attached hereto, together with any and all rights to receive distributions from and after the date hereof with respect thereto (other than the right to receive tax distributions, if any, in respect of periods prior to the Closing pursuant to and in accordance with the terms of Section 4.6(b) of the CMP LLC Agreement), and does hereby irrevocably constitute and appoint any officer of CMP as attorney to transfer said Units on the books of CMP with full power of substitution.

3. **Further Assurances.** The undersigned each agree to cooperate with CMI and to execute such additional documents as may be reasonably required to effect the assignment contained herein.

4. **Exchange Agreement.** This Assignment is intended to evidence the consummation of certain transactions contemplated by the Exchange Agreement. This Assignment is made without representation or warranty, except as and to the extent specifically provided in the Exchange Agreement.

5. **Binding Effect.** This Assignment shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This Unit Assignment shall be governed by, and construed in accordance with, the Laws of the State of Delaware applicable to contracts to be made and performed entirely therein without giving effect to the principles of conflicts of Law thereof or of any other jurisdiction. Any dispute, controversy or claim regarding the interpretation or validity of, or other issue arising out of or relating to, this Unit Assignment, shall be governed by and resolved in accordance with Article 11 of the Exchange Agreement.

7. Counterparts. This Unit Assignment may be executed in multiple counterparts (including via facsimile or electronic mail in PDF format), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned Sellers has executed this Unit Assignment as of the [●] day of [●], 2011.

SELLERS:

[Signature blocks to be added.]

EXHIBIT A

[To be completed.]