

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "Agreement"), dated as of this 19th day of July, 2005, is by and among Barrington Broadcasting South Carolina Corporation ("Assignor"), SagamoreHill of Carolina, LLC ("Operating Assignee") and SagamoreHill of Carolina Licenses, LLC ("License Assignee," and together with the Operating Assignee, the "Assignees").

W I T N E S S E T H:

WHEREAS, Assignor, as Buyer, and Diversified Communications and Grand Strand Communications, as Sellers (the "Sellers"), are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Sellers have agreed to sell to Assignor the Purchased Assets; and

WHEREAS, Assignor may, pursuant to Section 9.5 of the Purchase Agreement, assign its rights and obligations, in whole or in part, under the Purchase Agreement to a Qualified Assignee; and

WHEREAS, Assignor desires to assign to Assignees, and Assignees desire to accept, Assignor's rights under the Purchase Agreement to acquire the Atlantic Assets and the Assumed Liabilities related thereto; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Pursuant to Section 9.5 of the Purchase Agreement, (a) Assignor hereby assigns to Operating Assignee, and Operating Assignee hereby accepts, Assignor's rights under the Purchase Agreement to acquire the Atlantic Assets, except for the Brokered Station Licenses, and the Assumed Liabilities related thereto, (b) Assignor hereby assigns to License Assignee, and License Assignee hereby accepts, Assignor's rights under the Purchase Agreement to acquire the Brokered Station Licenses, and (c) Assignees agree that each shall comply with the provisions of Section 5.1 of the Purchase Agreement in so far as such provisions pertain to such Assignee.

2. Assignees represent and warrant to Assignor and Sellers that License Assignee is eligible to be the assignee of the Brokered Station Licenses under the Communications Act.

3. Assignees hereby further represent and warrant to Sellers as follows:

A. Each Assignee is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and has all requisite limited liability company ("LLC") power and authority to own, lease and operate its properties and to carry on its business as now being conducted.

B. The execution and delivery of this Agreement and the other agreements, certificates and documents delivered in connection herewith and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary LLC action on the part of each Assignee. Each Assignee has all requisite LLC power and authority to enter into this Agreement and the other agreements, certificates and documents delivered in connection herewith and to consummate the transactions contemplated hereby and thereby, and this Agreement and the other agreements, certificates and documents delivered in connection herewith have been, or upon execution and delivery thereof will be, duly executed and delivered by Assignee. This Agreement and the other agreements, certificates and documents delivered by Assignees in connection herewith are, or upon execution and delivery thereof will be, the valid and binding obligations of Assignees, enforceable against Assignees in accordance with their respective terms, except as such enforcement may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally and except that the availability of equitable remedies, including specific performance, is subject to the discretion of the court before which any proceeding therefor may be brought.

C. The execution and delivery of this Agreement and the other agreements and documents to which such Assignees are a party as contemplated by this Agreement, the consummation of the transactions contemplated hereby and thereby and compliance by Assignees with the provisions hereof and thereof do not and will not (a) conflict with or result in a breach of the certificate of formation or other constitutive or organizational documents of Assignees, (b) subject to receipt of the FCC Consent, violate any Law applicable to Assignees or Assignees' properties or assets, or (c) require the consent or approval by, or any notification of or filing with, any Governmental Authority other than the FCC.

D. Subject to obtaining the FCC Consent, each Assignee is, and as of the Closing will be, legally, financially and otherwise qualified (x) under the Communications Act to perform its obligations hereunder, (y) with respect to License Assignee, to be the licensee of, and own and operate, the Brokered Station and (z) with respect to Operating Assignee, to perform the obligations and exercise the rights to be assumed by and assigned to Operating Assignee under the Time Brokerage Agreement. To Assignees' Knowledge, no fact or circumstance exists relating to the FCC qualifications of Assignees that (a) could reasonably be expected to prevent or delay the FCC from granting the Assignment Applications without the imposition of any conditions materially adverse to Assignees or Sellers (b) would otherwise disqualify License Assignee as the licensee, owner or operator of the Brokered Station, subject to the terms and conditions of the Time Brokerage Agreement. To Assignees' Knowledge no waiver of any FCC rule or policy is required for the grant of the FCC Consent.

E. No agent, broker, investment banker, firm or other Person acting on behalf, or under the authority, of Assignees is or will be entitled to any broker's or finder's fee or any other commission or similar fee directly or indirectly from Sellers or their Affiliates in connection with any of the transactions contemplated hereby.

4. Pursuant to Section 6.2(i) of the Purchase Agreement, each Assignee agrees that, at the Closing, it shall deliver to the Sellers the documents and instruments required pursuant to Section 6.2(e)(i)-(iii) thereof, as applicable, as modified to reflect the sale and transfer of the Atlantic Assets from Sellers to Assignee.

5. This Assignment and Assumption Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

6. This Assignment and Assumption Agreement shall be governed by and construed in accordance with the substantive laws of the State of Delaware.

7. This Assignment and Assumption Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Assignment and Assumption Agreement

[Signatures Follow]

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

BARRINGTON BROADCASTING SOUTH
CAROLINA CORPORATION

By: _____

Name: K. James Vager
Title: President

SAGAMOREHILL OF CAROLINA, LLC

By: _____

Name:
Title:

SAGAMOREHILL OF CAROLINA LICENSES,
LLC

By: _____

Name:
Title:

Acknowledged and Agreed:

DIVERSIFIED COMMUNICATIONS

By: _____
Name:
Title:

GRAND STRAND COMMUNICATIONS


By: _____
Name:
Title:

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BARRINGTON BROADCASTING SOUTH
CAROLINA CORPORATION

By: _____
Name:
Title:

SAGAMOREHILL OF CAROLINA, LLC

By: 
Name: Louis S. Way
Title: President

SAGAMOREHILL OF CAROLINA LICENSES,
LLC

By: 
Name: Louis S. Way
Title: President

Acknowledged and Agreed:

DIVERSIFIED COMMUNICATIONS

By: _____
Name:
Title:

GRAND STRAND COMMUNICATIONS

By: _____
Name:
Title:

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BARRINGTON BROADCASTING SOUTH
CAROLINA CORPORATION

By: _____
Name:
Title:

SAGAMOREHILL OF CAROLINA, LLC

By: _____
Name:
Title:

SAGAMOREHILL OF CAROLINA LICENSES,
LLC

By: _____
Name:
Title:

Acknowledged and Agreed:

DIVERSIFIED COMMUNICATIONS

By: David H. Lowell
Name: David H. Lowell
Title: President & Chief Executive Officer

GRAND STRAND COMMUNICATIONS

By: David H. Lowell
Name: David H. Lowell
Title: Vice President