

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (the “Agreement”) is made as of \_\_\_\_\_, 2002, among SMITH ACQUISITION COMPANY, a Delaware corporation (“SAC”), SMITH ACQUISITION LICENSE COMPANY, a Delaware corporation (“SAC Licensee”, together with SAC, “Smith”), STC BROADCASTING, INC., a Delaware corporation (“STCB”), and STC LICENSE COMPANY, a Delaware corporation (“STC Licensee”, together with STCB, “STC”), LIN TELEVISION CORPORATION, a Delaware corporation (“LIN”) SUPER TOWERS, INC., a Florida corporation (“Super Towers”) and WNAC, LLC, a Rhode Island limited liability company (“ST LLC”).

### Recitals

A. On January 31, 2001, Smith, STC and LIN entered into an asset purchase agreement (as amended on March 15, 2001, the “APA”) whereby LIN agreed to acquire the FCC license for the television broadcast station WNAC-TV, Providence, Rhode Island (the “Station”) and certain related assets and obligations (the “WNAC Transaction”).

B. On January 31, 2001, LIN and STCB entered into a loan agreement (the “Loan Agreement”) whereby LIN agreed to borrow \$2.5 million from STCB at an interest rate of 7% per annum.

C. The WNAC Transaction closed on June 5, 2001 (the “WNAC Closing Date”).

D. On the WNAC Closing Date, LIN delivered to STCB a \$2.5 million non-negotiable promissory note (the “Note”) in accordance with the Loan Agreement.

E. On January 25, 2002, LIN and Super Towers entered into an asset purchase agreement (“Purchase Agreement”) whereby Super Towers has agreed to acquire certain assets that LIN acquired from Smith and STC pursuant to the APA, and to assume certain obligations that LIN assumed from Smith and STC relating thereto.

F. Section 11.1 of the APA provides that the APA may not be assigned without the prior written consent of the parties to the APA.

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, and, with respect to LIN, Super Towers and ST LLC, the mutual covenants and agreements set forth in the Purchase Agreement, the parties, intending to be legally bound, hereby agree as follows:

1. Assignment of LMA and Certain APA Rights and Obligations from LIN to Super Towers and/or ST LLC.

1.1. Pursuant to the terms and subject to the conditions of the Purchase Agreement, LIN does hereby sell, assign, transfer, convey and deliver to ST LLC, and ST LLC, as assignee of Super Towers, does hereby purchase and acquire from LIN:

(a) all right, title and interest of LIN in and to LIN's rights and obligations as the owner of the Station under the Joint Marketing and Promotion Agreement dated June 10, 1996, as referred to in Section 1.1(c) and modified by Section 1.7 of the APA (the "LMA") free and clear of Liens, except for Permitted Liens (as defined in the Purchase Agreement);

(b) LIN's put rights under Section 1.9 of the APA, its "Sale by Buyer" rights under Section 1.10 of the APA and its rights as "Buyer" under Section 1.7 and clause (b) of Section 10.3 of the APA;

1.2. ST LLC does hereby accept assignment of the items listed in Section 1.1 hereto and agrees to assume such items.

1.3. Pursuant to the terms and subject to the conditions of the Purchase Agreement, LIN does hereby assign, transfer, convey and deliver to Super Towers, and Super Towers does hereby acquire from LIN, the obligations and liabilities of LIN pursuant to the Note. Super Towers hereby accepts assignment of the obligations and liabilities of LIN pursuant to the Note, including the obligation to pay the entire amount of accrued interest on the Note for the calendar year ending December 31, 2002, and agrees to assume such items.

1.4. This assignment and assumption of rights between LIN and Super Towers and LIN and ST LLC (at Super Towers' direction) in this Section 1 is in accordance with the terms of the Purchase Agreement and is subject to the Closing thereof and to all of the representations, warranties, and covenants set forth in the Purchase Agreement. All representations, warranties, and covenants set forth in the Purchase Agreement shall survive the execution and delivery of this Assignment (subject to the limitation on survival of the representations and warranties contained in Section 9.1 of the Purchase Agreement).

2. Assignment and Delegation of LMA and Certain APA Rights and Obligations.

2.1. The parties to the APA hereby consent to the assignment and delegation of the rights and obligations provided to LIN under Sections 1.7, 1.9, 1.10 and clause (b) of Section 10.3 of the APA to ST LLC insofar as those obligations and liabilities relate to the time period on and after the Closing Date (as defined in the Purchase Agreement) and which arise out of events occurring on or after such Closing Date (as defined in the Purchase Agreement).

2.2. The parties to the APA hereby acknowledge and agree that the assignment and delegation of LIN's obligations and liabilities pursuant to Section 1 hereof and the assumptions by Super Towers and/or ST LLC of such obligations and liabilities of LIN as described herein shall release and discharge LIN and its predecessors, successors and affiliates from such obligations or liabilities arising on or after the Closing Date (as defined in the Purchase Agreement), except as set forth in Section 2.3 below.

2.3. All payments, reimbursements, expenses and obligations under the LMA shall be prorated between LIN and ST LLC as of the Closing Date in accordance with the principle that LIN is responsible for all expenses payable by the station owner under the LMA and entitled to all reimbursements and other payments from STC under the LMA relating to the period prior to the Closing Date and ST LLC shall be responsible for all expenses and entitled to all reimbursements and other payments from STC relating to the period on and after the Closing Date, with the "Annual LMA Fee" under the LMA being prorated based upon the number of days elapsed during the then current twelve month period to which such payments relate. LIN and ST LLC shall complete such prorations, with payment being made to the appropriate party, within 30 days after the Closing Date or as soon thereafter as reasonably practicable. Notwithstanding the two proceeding sentences, the parties hereto hereby acknowledge and agree that ST LLC shall be entitled to the entire "Financing Fee" under the LMA for the calendar year ending December 31, 2002.

2.4. As of the Closing Date, the "Put Amount," as defined in Section 1.9 of the APA, shall be modified to be the following: Two Million Five Hundred Thousand Dollars (\$2,500,000) for the first year after the Closing Date with such amount being increased on each anniversary of the Closing Date by five percent (5%) of the previous year's amount.

3. Assignment and Assumption and Release of Note Obligations.

3.1. STCB hereby consents to the assignment and delegation of LIN's obligations and liabilities pursuant to the Note to Super Towers, with Super Towers being responsible for the payment, discharge, and performance of LIN's obligations and liabilities pursuant to the Note.

3.2. STCB hereby acknowledges and agrees: (i) that the Note is in full force and effect and that LIN is not in default under the Note and (ii) that the assignment and delegation of LIN's obligations and liabilities pursuant to the Note to Super Towers and the assumption by Super Towers of the obligations and liabilities of LIN thereunder as described herein shall release and discharge LIN and its predecessors, successors and affiliates from any obligations or liabilities under the Note. Furthermore, with reference to the Note and the obligations thereunder, STCB hereby confirms and agrees that STCB's recourse against Super Towers as the assignee of the obligations under the Note shall be limited to any asset held by Super Towers used in connection with the operation of the Station and/or Super Towers' membership interest in ST LLC (collectively the "Station Assets"), and STCB shall not have any recourse under the Note against Super Towers, any affiliate thereof, any officer, director or stockholder thereof, or any of its or their other assets or properties, in respect of the payment of its obligations under the Note, except with respect to the Station Assets, and that in any action or proceeding commenced with respect to the Note or the indebtedness or other obligations evidenced thereby, no deficiency or other money judgment shall be sought or obtained against Super Towers or any officer, director, stockholder or affiliate thereof, or enforced against any of their assets other than the Station Assets, and the liability for any amounts due under the Note shall be limited to their interests in the Station Assets.

4. Further Assurances.

4.1. Each party hereto agrees to execute and deliver promptly any other documents reasonably requested by another party hereto to evidence the consent(s) and the agreement(s) set forth in this Agreement.

5. General Provisions.

5.1. Assignment. No party may assign its interest in this Agreement without the prior written consent of the other parties hereto. This Agreement shall bind and inure to the benefit of the parties hereto and the respective successors and permitted assigns of the parties hereto.

5.2. Loan Agreement. The parties to the Loan Agreement hereby acknowledge and agree that each party has fully performed its respective obligations under the Loan Agreement and that, as of the date hereof, neither party retains any rights and/or obligations pursuant to the Loan Agreement.

5.3. Amendments. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

5.4. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

5.5. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof.

5.6. Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, including by facsimile, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery or when delivered by facsimile transmission, and shall be addressed as set forth below (or to such other address as any party may request by written notice):

Smith Acquisition Company  
720 Second Avenue South  
St. Petersburg, FL 33701  
Attention: David A. Fitz

Smith Acquisition License Company  
720 Second Avenue South  
St. Petersburg, FL 33701

Attention: David A. Fitz

STC Broadcasting, Inc.  
720 Second Avenue South  
St. Petersburg, FL 33701  
Attention: David A. Fitz

STC License Company  
720 Second Avenue South  
St. Petersburg, FL 33701  
Attention: David A. Fitz

LIN Television Corporation  
1 Richmond Square, Suite 230E  
Providence, RI 02906  
Attention: Deborah R. Jacobson

Super Towers  
17 Crooked Lane  
Manchester, MA 01944  
Attention: Timothy G. Sheehan, President

WNAC, LLC  
17 Crooked Lane  
Manchester, MA 01944  
Attention: Timothy G. Sheehan, President

5.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

5.8. No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

5.9. Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

5.10. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

IN WITNESS WHEREOF, each party hereto has executed this Assignment and Assumption Agreement, as of the date first set forth above.

SMITH ACQUISITION COMPANY

By: \_\_\_\_\_  
Name: David A. Fitz  
Title: Chief Financial Officer

SMITH ACQUISITION LICENSE  
COMPANY

By: \_\_\_\_\_  
Name: David A. Fitz  
Title: Chief Financial Officer

STC BROADCASTING, INC.

By: \_\_\_\_\_  
Name: David A. Fitz  
Title: Chief Financial Officer

STC LICENSE COMPANY

By: \_\_\_\_\_  
Name: David A. Fitz  
Title: Chief Financial Officer

LIN TELEVISION CORPORATION

By: \_\_\_\_\_  
Name: Deborah R. Jacobson  
Title: Vice President Corporate Development &  
Treasurer

SUPER TOWERS, INC.

By: \_\_\_\_\_  
Name: Timothy G. Sheehan  
Title: President

WNAC, LLC

By: \_\_\_\_\_  
Name: Timothy G. Sheehan  
Title: President