CONFIRMATION OF LEASE TERMS AND CONSENT

TUPELO, MS

THIS CONFIRMATION OF LEASE TERMS AND CONSENT (this "Confirmation") is delivered by WTVA, Incorporated ("Lessor") with respect to that certain Equipment Lease (the "Lease"), executed by Lessor on January 1, 2012 and amended on September 1, 2012, by and between Lessor and Lingard Broadcasting Corporation ("Lessee"). In connection with the sale of a television station commonly known as WLOV-TV, West Point, Mississippi Lessee has agreed to assign all of its right, title and interest in, to and under the Lease to Tupelo Broadcasting, Inc. ("Assignee"). In connection with such assignment, Lessor hereby confirms and certifies the following:

- 1. <u>Lease Document</u>. Attached hereto as <u>Attachment A</u> is a true, correct and complete copy of the Lease, including all exhibits, addenda and amendments thereto. The Lease is in full force and effect and remains unamended except as set forth in <u>Attachment A</u>. All capitalized terms used in this Confirmation and not defined shall have the meaning set forth in the Lease.
- 2. <u>Term.</u> The Lease Term commenced on December 1, 2012. The Lease Term is currently scheduled to expire on December 31, 2017.
- 3. <u>No Defaults/Claims; Property Condition</u>. Lessee's Rent obligation under the Lease is current as of the date hereof. As of the date hereof and to the best of Lessor's knowledge, no breach or default by Lessor or Lessee exists under the Lease, and no event has occurred or condition exists which, with notice or the passage of time or both, would constitute a breach or default under the Lease.
- Lease to Assignee, effective as of the closing date of sale of the television station (the "Assignment Date") at which time the monthly rent will be From the date of the assignment of this lease, Tupelo Broadcasting, Inc. may terminate this lease simultaneously with the termination of that certain Joint Sales and Services Agreement between parties dated February 24, 2012 pursuant to Section 5 of that agreement and in accordance with Paragraph 9 of the Lease agreement. In the event that these termination clauses are not invoked, the lease will remain in effect until December 31, 2017. At that time, Lessor and Tupelo Broadcasting, Inc. may renew and extend this agreement for up to two (2) additional five (5) year terms. Assignee acknowledges and consents to Lessors assignment of said lease should WTVA, Inc. be sold or transferred during the term of this agreement.
- 5. <u>Notices</u>. Lessor acknowledges and agrees that, effective as of the Assignment Date, the current addresses for notices will be as set forth below:

To Assignee:

Tupelo Broadcasting, Inc.

P.O. Box 680 Tupelo, MS 38802

Attn: Matthew Dee, President

To Lessor:

WTVA, Incorporated P. O. Box 350 Tupelo, MS 38802 Attn: Mr. Phil Sullivan

7. <u>Binding</u>. The statements and agreements contained herein shall be binding upon, and shall inure to the benefit of Lessee, Lessor, Assignee, and the successors and assigns of each of the foregoing. All exhibits attached hereto are hereby made a part hereof by this reference and shall be binding upon the Lessor and Lessee.

10. Counterparts. This Confirmation may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

THIS CONFIRMATION is duly executed and delivered by Lessor and consented to and confirmed by Lessee and Assignee as of the date set forth below.

LESSOR:

WTVA, INCORPORATED

By:

Jane D. Spain, President

Date:

Date:

Quegarity 25, 2013

CONFIRM	ED AND AGREE	ED BY LESSEE &
LINGARD	BROADCASTIN	G CORPORTION
Ву:	ohn R. Lingard, Pre	ling a sident
Date:	13 50	, 2013
ASSIGNE	Σ:	
TUPELO I	BROADCASTING	S, INC.
By:	Tatthew Dee, Presid	lent
	,	

8/25___,2013