

STATE OF ALABAMA)
COUNTY OF SHELBY)

**CONSENT OF LENDER TO LEASE AND
SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT**

THIS AGREEMENT, made and entered into as of this 1st day of November, 1996, by and among **ROBERT W. BEABOUT**, as Conservator of the Estate of Martha K. Beabout, an individual ("Lessor"), **TV ALABAMA, INC.**, a Delaware corporation ("Lessee"), and **SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION**, a national banking association ("Lender").

RECITALS:

A. Lessor and Lessee desire to enter into that certain Lease Agreement dated November 1, 1996, recorded as Instrument Number 1996-38316, in the Probate Office of Shelby County, Alabama, (the "Lease") with respect to certain realty located in Pelham, Shelby County, Alabama (the "Premises"), said Premises more-particularly described on Exhibit A attached hereto and incorporated herein by reference.

B. Lender has made to Lessor a loan which is secured by a mortgage covering the property on which the Premises are located (the "Mortgage") dated October 3, 1991, and recorded in Real Book 366, page 915, in the Probate Office of Shelby County, Alabama.

C. Paragraph 10 of the Mortgage requires Lessor to receive prior written consent from Lender before entering into any lease agreement with a term greater than one year, and Lender desires to consent to the Lease in return for the consideration recited herein.

D. The parties further desire to execute this instrument to express their agreement that: (i) Lender consents to the terms of the Lease; (ii) the Lease will be subordinate to the Mortgage; and (iii) Lessee's possession of the Premises and its rights under the Lease will not, subject to the terms and conditions of this Agreement, be disturbed by reason of a foreclosure of the lien of the Mortgage on the Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, and as an inducement to Lender to consent to the Lease, the parties hereto do mutually covenant and agree as follows:

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01:00 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
008 MCD 26.00

Burr Foreman

Inst # 1997-01539

1. The Lease shall at all times be subject and subordinate in all respects to the Mortgage and to all renewals, modifications and extensions thereof, subject to the terms and conditions of this Agreement.

2. Lender hereby consents to and approves the Lease and the terms thereof.

3. So long as Lessee is not in default in the payment of rent, additional rent or other charges or conditions of the Lease beyond expiration of the applicable notice and cure period, Lessee shall not be disturbed by Lender in Lessee's possession, enjoyment, use and occupancy of the Premises during the original or any renewal term of the Lease or any extension or modification thereof.

4. Subject to the terms of Paragraphs 5 and 6 below, no person or entity who exercises a right, arising under the Mortgage to receive the rents payable by Lessee under the Lease shall thereby become obligated to Lessee for the performance of any of the terms, covenants, conditions and agreements of Lessor under the Lease. Lessor and Lessee agree that Lessee shall make the payments to be made by Lessee under the Lease to such person or entity upon receipt of written notice of the exercise of such rights, and Lessee agrees not to prepay any sums payable by Lessee under the Lease (except those sums which must be paid in advance in accordance with the terms of the Lease). Such receipt of rent by any other party shall not relieve Lessor of its obligations under the Lease, and Lessee shall continue to look to Lessor only for performance thereof (subject to Paragraphs 5 and 6 below).

5. If the interest of Lessor shall be acquired by Lender by reason of foreclosure of its Mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender succeeds to the interest of Lessor under the Lease, the Lease shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease. Lessee shall thereupon be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, with the same force and effect as if Lender were the landlord under the Lease. Lessee does hereby attorn to Lender as its landlord, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Lender's succeeding to the interest of Lessor under the Lease. Subject to Paragraph 6 below, Lessee hereby agrees that Lender shall not be responsible or liable in any way for any default under the Lease occurring prior to the time Lender obtains title to the leasehold estate owned by Lessor and is entitled to actual, unrestricted possession of the Premises; provided, however, nothing in this Agreement shall relieve Lender from responsibility for its failure to perform any obligation under the Lease which, although such failure may have begun prior to the time Lender obtains title, thereafter continues to constitute a default in the performance of Landlord's obligations. In such event, Lender's responsibility shall be determined as if the failure had first arisen upon the day title rests in Lender. In the event Lender succeeds to the interest of Lessor in any manner described hereinabove, Lender agrees to be bound to Lessee

11. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, with the same force and effect as if Lender were the landlord under the Lease.

6. In addition to and not in lieu of all the provisions of this Agreement, Lender shall not in any way or to any extent be:

(a) liable for any act or omission of any prior landlord (including Lessor) other than for a continuing default as set forth in Paragraph 5; or

(b) subject to any offsets or defenses which Lessee might have against any prior landlord (including Lessor); or

(c) bound by any rent or additional rent which Lessee might have paid for more than one year in advance (except those sums which must be paid in advance in accordance with the terms of the Lease) to any prior landlord (including Lessor); or

(d) bound by any amendment or modification of the Lease made without Lender's consent.

7. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns.

8. It is understood and agreed by all parties hereto that this Agreement is executed prior to the execution of the Lease and should the Lease fail to be executed within six months from the date of this Agreement all obligations under this Agreement shall cease and terminate and all parties shall be released from this Agreement with no further obligation hereunder. This paragraph is not intended to release any party from any obligations pursuant to any agreements other than this Agreement.

9. It is understood and agreed that this Agreement is not an inducement to Lender to advance any funds or make any loans to Lessor.

10. If any clause or provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws effective during the duration of this Agreement, then it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties hereto that in lieu of each clause or provision that is illegal, invalid or unenforceable, there will be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

11. The pronouns of any gender shall include the other genders, and either the singular or the plural shall include the other.

12. This Agreement constitutes the entire understanding of the parties hereto and is intended to be a full, final and complete integration of all prior or contemporaneous agreements regarding the matters set forth herein. No amendment to this Agreement shall be effective unless it is in writing, signed by all parties.

13. All notices, demands, or requests, and responses thereto, required or permitted to be given pursuant to this Agreement shall be in writing and shall be given personally, by mail, by next-day courier service, or by telecopy, addressed to the appropriate party at the following addresses:

If to Lessor:

Robert W. Beabout
22 Carol Lane
Mawatan, New Jersey 07747

If to Lender:

SouthTrust Bank of Alabama,
National Association -
Special Assets Department - 3rd Floor
112 North 20th Street (35203)
Post Office Box 2554
Birmingham, Alabama 35290
Telecopy: (205) 254-5022

If to Lessee:

TV Alabama, Inc.
Post Office Box 360039
Birmingham, Alabama 35236

or at such other address as the party who is to receive such notice may designate in writing. Notice by mail shall be by registered or certified mail, addressed to the party with the proper amount of postage affixed thereto, and shall be deemed received at the time delivery is accepted or refused. Notice by next-day courier shall be deemed received on the Business Day following delivery to the courier service, properly addressed and with all charges prepaid. Notice by telecopy shall be deemed received upon confirmation of transmission.

14. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR:

Robert W. Beabout
ROBERT W. BEABOUT, Conservator of the Estate
of Martha K. Beabout, an individual

LESSEE:

TV ALABAMA, INC., a Delaware corporation

By: Joseph Heilman
Its: President

Attest:

Vicki Hurn
Its: Director of Admin

LENDER:

**SOUTHTRUST BANK OF ALABAMA,
NATIONAL ASSOCIATION**, a national
banking association

By: Robert C. Miley Jr
Its: Assistant Vice President

STATE OF ALABAMA)

COUNTY OF SHELBY)

I, KENNETH T. SIMEONE, a Notary Public for said County and State, do hereby certify that **ROBERT W. BEABOUT**, as Conservator of the Estate of Martha K. Beabout, an individual, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Conservator of the Estate of Martha K. Beabout, an individual, executed the same voluntarily on the date the same bears date.

Given under my hand and official stamp or seal, this 30th day of October, 1996.

Kenneth T. Simeone
Notary Public

My Commission Expires: 6/30/98

[STAMP/SEAL]

KENNETH T. SIMEONE
Notary Public, State of New York
No. 45125036
Qualified in Westchester County
Term Expires 6/30/98

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Gerald Heilman whose name as President of TV ALABAMA, INC., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his individual capacity and as such duly authorized President, executed the same voluntarily on the day the same bears date.

Given under my hand and official stamp or seal, this 1st day of November 1996.

Gerald Heilman
Notary Public

My Commission Expires: 4/5/98

[STAMP/SEAL]

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Robert E. Milan, Jr. as ^{Assistant}Vice President of **SOUTHTRUST BANK OF ALABAMA, NATIONAL ASSOCIATION**, a national banking association, personally appeared before me, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his individual capacity and as such duly authorized ^{Assistant}Vice President, executed the same voluntarily on the day the same bears date.

Given under my hand and official stamp or seal, this 24th day of October, 1996

Cynthia S. Bailey
Notary Public

My Commission Expires: 1/24/2000

[STAMP/SEAL]

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This instrument was prepared by Wendy L. Cornett, 3100 SouthTrust Tower, 420 North 20th Street, Birmingham, Alabama 35203, (205) 251-3000

EXHIBIT A

Legal Description of the Premises

A parcel of land located in the East ½ of the East ½ of the Southwest 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama. More particularly described as follows:

Commence at the Southwest corner of the East ½ of the East ½ of the Southwest 1/4 and run North 00 Degrees 16 Minutes 40 Seconds West along the west boundary thereof, 175.00 feet to the point of beginning; thence continue North 00 Degrees 16 Minutes 40 Seconds West along the west boundary thereof, 60.00 feet; thence South 88 Degrees 06 Minutes 59 Seconds East parallel with the south boundary thereof, 60.00 feet; thence South 00 Degrees 16 Minutes 40 Seconds East parallel to the west boundary thereof, 60.00 feet; thence North 88 Degrees 06 Minutes 59 Seconds West parallel to the south boundary thereof, 60.00 feet to the point of beginning. Said parcel contains 0.08 acres more or less.

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