

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE is made this 11 day of July, 1997, by and between **ROBERT W. BEABOUT**, as Conservator for Martha K. Beabout in the case of Martha K. Beabout, a protected person, case number 33-262, in the Probate Court of Shelby County, Alabama ("Assignor"), and **MOIZ FOULAD** ("Assignee").

WITNESSETH:

WHEREAS, by an Order Granting Motion for Court Authorization dated June 9, 1997 of the Probate Court of Shelby County, Alabama, in the case of Martha K. Beabout, a protected person, case number 33-262, Assignor was authorized to enter into that certain Commercial Sales Contract attached thereto and to execute any and all necessary instruments and documents to fulfill the terms of such contract; and

WHEREAS, this Assignment of Lease is necessary to fulfill the terms of such contract.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, paid to Assignor by Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, bargain, sell, assign, convey and transfer unto Assignee all of Assignor's right, title and interest in and to that certain Broadcast Tower Lease (the "Lease") dated November 1, 1996, by and between MARTHA K. BEABOUT, as landlord, and TV ALABAMA, INC., as tenant, a true and correct copy of the Lease being attached hereto and made a part hereof as Exhibit "A"; provided, however, that Assignor hereby retains the right to receive during the term of the Lease, including any of the three (3) additional, consecutive five (5) year renewal terms of the Lease, all rent payments made in accordance with Section 3 of the Lease less any portion of such payments that are paid under Section 13 of the Lease as additional rent resulting from any increase in property taxes levied against the Premises, as defined in the Lease, which are directly attributable to the tenant's improvements to the Premises, together with all rights of collection thereof. Provided further that Assignee does not guarantee such rent payments and is not responsible if TV Alabama, Inc. defaults under the Lease.

Assignor further agrees to pay, and to indemnify and hold Assignee harmless from and against, any and all commissions, finders' fees or like compensation to anyone in connection with the Lease, including the commission to Corley Ellis and John J. Runnion, and all other obligations of landlord under Section 28 of the Lease. Assignee does not assume or agree to perform any such obligations.

Inst # 1997-23132

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SHELBY COUNTY JUDGE OF PROBATE
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IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Lease under seal on this 11TH day of July, 1997.

Witnesses:

Robert W. Beabout
Alice L. Deal

Martha K. Beabout By: Robert W. Beabout as Conservator for Martha K. Beabout, a protected person

Robert W. Beabout, as Conservator of Martha K. Beabout, in the case of Martha K. Beabout, a protected person, case number 33-262, in the Probate Court of Shelby County, Alabama.

STATE OF SOUTH CAROLINA

Horry COUNTY)

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Robert W. Beabout, whose name as Conservator for Martha K. Beabout in the case of Martha K. Beabout, a protected person, case number 33-262, in the Probate Court of Shelby County, Alabama is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day that, being informed of the contents of the instrument, he, in his capacity as such conservator, executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal this the 11TH day of July, 1997.

Alice L. Deal
NOTARY PUBLIC

My Commission Expires:

5/31/98

Inst # 1997-23132

-2-

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