AGREEMENT REGARDING ASSIGNMENT APPLICATION

WHEREAS, Lingard Broadcasting Corporation (Licensee) is licensed by the Federal Communications Commission (Commission) to operate television broadcast station WLOV-TV, West Point, Mississippi, (Station) and associated auxiliary broadcast stations, as set forth in Schedule A attached hereto (License);

WHEREAS, the Licensee seeks grant of an assignment application (File No. BALCDT-20121221ABC) by which the License would be assigned to Tupelo Broadcasting, Inc. (Proposed Assignee);

WHEREAS, one (1) or more complaints were filed with the Commission suggesting that certain broadcast programming carried by the Station may have contained obscene, indecent, and/or profane material in violation of the Communications Act of 1934, as amended (Act), 18 U.S.C. § 1464, the Commission's rules, a Commission order, and/or the terms of the Station's Licenses. Additional complaints suggesting similar or other violations by the Station may have been received or may be received by the Commission regarding conduct on or before the consummation of the assignment. Any such additional complaints and the pending complaints referenced above shall hereinafter be referred to individually and/or collectively as the Potential Violation, and action by the Commission on the Potential Violation is pending;

WHEREAS, the Licensee will no longer hold any Commission broadcast license for a full-service, full-power station after approval and consummation of the assignment of the licenses for the Station;

WHEREAS, Proposed Assignee, which may benefit from the proposed assignment of the Station, has agreed to assume liability and act as sole guarantor for the Licensee's obligations under this Agreement Regarding Assignment Application (Assignment Agreement) on the terms and conditions set forth herein;

WHEREAS, pursuant to Section 503(b)(5) of the Act, 47 U.S.C. § 503(b)(5), generally no forfeiture liability shall be assessed against any person if such person does not hold a license, permit, certificate or other authorization issued by the Commission, or if such person is not an applicant for a license, permit, certificate or other authorization issued by the Commission, unless, prior to the issuance of a notice of apparent liability for forfeiture (NAL), such person: (a) is sent a citation of the violation charged; (b) is given a reasonable opportunity for a personal interview with an official of the Commission at the field office that is closest to the person's place of residence; and (c) subsequently engages in conduct of the type described in the citation;

WHEREAS, pursuant to Section 503(b)(6), 47 U.S.C. § 503(b)(6), no forfeiture penalty shall be assessed or imposed against any person if: (a) such person holds a broadcast license and the violation charged occurred more than one (1) year prior to the date of issuance of the required NAL or prior to the date of commencement of the current license term, whichever is earlier; or (b) such person does not hold a broadcast license and the violation charged occurred more than one (1) year prior to the issuance of the required NAL;

WHEREAS, pursuant to Section 2462 of the United States Code, 28 U.S.C. § 2462, an action, suit, or proceeding for the enforcement of any civil fine, penalty, or forfeiture, pecuniary or otherwise, shall not be entertained unless commenced within five years from the date when the claim first accrued if, within the same period, the offender or the property is found within the United States in order that proper service may be made thereon;

WHEREAS, the Licensee currently holds one or more broadcast licenses issued under Title III of the Act and seeks the expeditious grant by the Commission of the assignment application, and any monetary

forfeiture proceedings commenced against the Station pursuant to Section 503 of the Act that are based on the Potential Violation would be subject to Section 2462 of the United States Code;

WHEREAS, although no Potential Violation has yet been charged and no forfeiture proposed against the Licensee, the Commission seeks to preserve its legal ability to issue one or more NALs and initiate collections proceeding(s) as necessary with respect to the Potential Violation.

NOW THEREFORE, the Licensee, the Proposed Assignee, and the Commission (collectively the Parties) hereby agree as follows:

(a) Any limitation period that would be determined under Section 503(b)(6) with respect to the Potential Violation that has not expired as of the effective date of this Agreement Regarding Assignment Application (Assignment Agreement) shall be tolled for a period of two (2) years from the date the Licensee and Proposed Assignee consummate the assignment described in the assignment application. The period during which the Statute of Limitations is tolled shall be referred to in this Assignment Agreement as the 503 Tolled Period. By executing this Assignment Agreement, the Licensee acknowledges and agrees that it is waiving, and hereby does waive, any right it may otherwise have to rely on the Statute of Limitations with respect to the 503 Tolled Period regarding the Potential Violation. The Licensee further acknowledges and agrees that it shall not rely upon or cite the Statute of Limitations or otherwise assert as a defense against the issuance of an NAL or other proposed action or action by the Commission in any administrative or judicial proceeding involving a Potential Violation that such NAL or other proposed action or action by the Commission is barred by the Statute of Limitations.

(b) In the event that, during the 503 Tolled Period, the Licensee is issued an NAL regarding a Potential Violation and the Licensee disposes or has disposed of all of its Commission licenses, permits, certificates, and authorizations and is not an applicant for a Commission license, permit, certificate, or other authorization, the Licensee will not challenge the authority of the Commission to issue the NAL due to the fact that the Licensee is neither a holder of nor an applicant for a Commission license, permit, certificate, or other authorization. By executing this Assignment Agreement, the Licensee acknowledges and agrees that it is waiving, and hereby does waive, any right it may otherwise have under 47 U.S.C. § 503(b)(5). The Licensee further acknowledges and agrees that it is waiving, and hereby does waive, any right it may otherwise have to rely on or otherwise assert that it is neither the holder of nor an applicant for a Commission license, permit, certificate, or other authorization as a defense against the issuance of an NAL or such other proposed action or action by the Commission in any administrative or judicial proceeding involving a Potential Violation.

(c) The Proposed Assignee hereby agrees that this Assignment Agreement shall apply to and be binding upon it and any and all of its successors and transferees if the assignment application is granted and the transaction is consummated and that it shall guarantee payment of any monetary forfeiture imposed against Licensee in whatever enforcement action(s) may ultimately be taken against Licensee as a result of any of the complaints constituting the Potential Violation. The Proposed Assignee further agrees that Assignee shall be directly subject to whatever enforcement action(s) may ultimately be taken in connection with the Potential Violation. This action by Proposed Assignee does not alter or affect in any way the continued applicability of the terms and conditions of this Assignment Agreement to the Licensee.

(d) If the Commission issues to Licensee an NAL or proposes settlement regarding the Potential Violation at any time during the term of this Assignment Agreement, then Proposed Assignee shall have, independent of Licensee, the same standing, legal and equitable rights and defenses, opportunity to defend against, and right to seek review or appeal of, the Potential Violation and any notice, as well as to participate in any settlement negotiations, that Licensee would itself possess at that time, whether or not

Licensee participates in such defense or negotiations. Proposed Assignee shall make the payment specified in and upon presentation of any of the following: (i) joint instructions from the Licensee and the Commission reflecting a settlement arrangement, as to the disposition of the payment, to which Proposed Assignee has consented; (ii) a final, non-appealable order of the Commission imposing a forfeiture, irrespective of whether Licensee or Proposed Assignee participated in the process leading up to such order so long as Licensee and Proposed Assignee were each afforded requisite opportunity to participate; or; (iii) a final, non-appealable order of a court of competent jurisdiction directing the disposition of the payment. Proposed Assignee shall have no right to contest any of the foregoing final orders or instructions on their merits or to raise as a defense to payment any facts indicating that Licensee no longer exists or no longer holds a Commission license. A copy of any NAL or any settlement proposal shall be simultaneously served by the Commission upon the Licensee and the Proposed Assignee.

(e) The actions by Proposed Assignee discussed above do not alter or affect in any way the continued applicability of the terms and conditions of the Assignment Agreement to the Licensee, and the Assignment Agreement shall continue to apply to and be binding upon Licensee if the assignment application is granted and the transaction is consummated. Any notices or other correspondence relating to the Potential Violation or Licensee, including letters of inquiry or notices of apparent liability that may arise from the Licensee's obligations under the Assignment Agreement, shall be delivered by overnight courier, facsimile (with written confirmation of receipt), or certified mail-return receipt requested to Licensee at the address identified in Paragraph k, below, (or any address which Licensee may designate in writing to the Commission), with a copy to the Proposed Assignee at the address identified in that Paragraph.

(f) In the event that, during the 503 Tolled Period, the Proposed Assignee files with the Commission an application for Commission approval of the assignment of its Commission licenses which would cause it to no longer hold any Commission broadcast license for a full-service, full-power station, at the time of such filing, the Proposed Assignee shall deliver a copy of the application to the Chief, Investigations and Hearings Division, Enforcement Bureau of the Commission and shall notify the relevant licensing division of the Commission of this service and its duty to provide it.

(g) In the event that, during the 503 Tolled Period, the Licensee is issued an NAL regarding the Potential Violation, for purposes of calculating the statute of limitations period specified in Section 2462 of Title 28 of the United States Code, 28 U.S.C. § 2462 (Collections Statute of Limitations), the Parties agree that if the 503 Tolled Period for any of the complaints or other information underlying the Potential Violation expires later than five years from the date when the respective claims first accrued, then any limitation period for those claims that would be determined under Section 2462 with respect to the Potential Violation that has not expired as of the effective date of this Assignment Agreement, shall be tolled until the earlier of: (i) the date the FCC releases a final order approving a consent decree between the Parties that disposes of the Potential Violation; (ii) one year after a final Commission Order imposing a forfeiture penalty in connection with the Potential Violation is released and is no longer subject to judicial or administrative appeal or review (other than review by a court in connection with a collection action seeking to enforce the Commission Order); (iii) the date the FCC informs the Licensee in writing that it has terminated the investigation of the Potential Violation; or (iv) two (2) years after the FCC issues the NAL(s) referred to in this paragraph (g). The period during which the Collections Statute of Limitations is tolled shall be referred to in this Assignment Agreement as the 2462 Tolled Period. In the event that the 503 Tolled Period for any of the complaints or other information underlying the Potential Violation expires earlier than five (5) years from the date the respective claims first accrued, then the Collections Statute of Limitations for those claims shall be unaffected by the terms of this Assignment Agreement. By executing this Assignment Agreement, the Licensee acknowledges and agrees that it is waiving, and hereby does waive, any right it may otherwise have to rely on the Collections Statute of Limitations with

respect to the 2462 Tolled Period regarding the Potential Violation. The Licensee further acknowledges and agrees that it shall not rely upon or cite the Collections Statute of Limitations or otherwise assert as a defense against the issuance of an NAL or Forfeiture Order or the commencement of any collection action in any administrative or judicial proceeding involving a Potential Violation that such NAL, Forfeiture Order, or collection action is barred by the Collections Statute of Limitations.

(h) By executing this Assignment Agreement, the Licensee does not admit to any Potential Violation. Except as specifically set forth herein, nothing in this Assignment Agreement shall be construed to limit the Licensee's or the Proposed Assignee's ability or right to challenge any Commission order or document finding or proposing to find the Licensee liable for a Potential Violation.

(i) This Assignment Agreement may be executed in counterparts.

(j) This Assignment Agreement shall be effective upon the date that the last of the Parties executes it.

(k) Executed copies of this Assignment Agreement may be transmitted to any of the Parties via facsimile or e-mail. Notices to the Licensee and Proposed Assignee shall be sent to:

Counsel for Lingard Broadcasting Corporation:

Robert E. Levine
Law Offices of Robert E. Levine
1750 K Street, N.W.
Suite 350
Washington, DC 20006
(202) 775-6611
relevine@att.net

and

Counsel for Tupelo Broadcasting, Inc. :

James P. Riley
Fletcher Heald & Hildreth, PLC
1300 North 17th Street
11th Floor
Arlington, VA 22209-3801
(703)812-0450
riley@fhhlaw.com

(l) The individual executing this Assignment Agreement on behalf of the Licensee represents and warrants that he or she is duly authorized to so act on behalf of, and to bind, the Licensee.

(m) The individual executing this Assignment Agreement on behalf of the Proposed Assignee represents and warrants that he or she is duly authorized to so act on behalf of, and to bind, the Proposed Assignee.

(n) The individual executing the Assignment Agreement on behalf of the Commission, Theresa Z. Cavanaugh, Chief, Investigations and Hearings Division, Enforcement Bureau, represents and warrants that she is duly authorized to so act on behalf of, and to bind, the Commission.

(o) The Licensee agrees and acknowledges that this Assignment Agreement shall apply to and be binding upon any and all of its successors and transferees. No change in the ownership, corporate organization, partnership status, or control of the Licensee shall alter the effect of this Assignment Agreement.

LICENSEE (Lingard Broadcasting Corporation)

By: _____ _____
John R. Lingard, President Date

ASSIGNEE (Tupelo Broadcasting, Inc.)

By: _____ _____
Matthew M. Dee, President Date

FEDERAL COMMUNICATIONS COMMISSION

By: _____ _____
Theresa Z. Cavanaugh Date
Chief
Investigations and Hearings Division
Enforcement Bureau

(o) The Licensee agrees and acknowledges that this Assignment Agreement shall apply to and be binding upon any and all of its successors and transferees. No change in the ownership, corporate organization, partnership status, or control of the Licensee shall alter the effect of this Assignment Agreement.

LICENSEE (Lingard Broadcasting Corporation)

By: _____ _____
John R. Lingard, President Date

ASSIGNEE (Tupelo Broadcasting, Inc.)

By: _____ 6/27/13
Matthew M. Dee, President Date

FEDERAL COMMUNICATIONS COMMISSION

By: _____ _____
Theresa Z. Cavanaugh Date
Chief
Investigations and Hearings Division
Enforcement Bureau

Schedule A

Call Sign, City, State	Fac. ID	Assignment App File No.
WLOV-TV, West Point, Mississippi	37732	BALCDT-20121221ABC
WMF733 (TV Remote Pickup)	"	" "