

**Exhibit 3**

NON-NEGOTIABLE PROMISSORY NOTE 2

\$325,000.00

Roanoke, Virginia  
\_\_\_\_\_, 2008

FOR VALUE RECEIVED, Living Faith Ministries, Inc., Virginia Corporation ("Maker") promises to pay to the order of WDRL-TV, Inc., a Virginia Corporation ("Holder") to Howard Beck, as Escrow Agent at 4648 Brambleton Avenue SW, Roanoke Virginia, 24018 or such other place as may be designated in writing by Holder or his assigns, the principal sum of THREE HUNDRED TWENTY-FIVE THOUSAND Dollars, (\$325,000.00), with interest thereon from this date, until fully paid, at a rate Five Percent (5%) per annum for a period of twenty-four months. Such principal and interest shall be payable monthly, with the first installment of principal and interest due on the first day of the month following Closing, as defined in the Asset Purchase Agreement of even date herewith, and subsequent installments of principal and interest due on the same day of each month thereafter until paid in full, as set forth in the amortization schedule attached hereto and made a part hereof.

This Note is one of three Notes being delivered pursuant to an Asset Purchase Agreement between WDRL-TV, Inc. and MNE Broadcasting LLC (collectively the "Seller") and Maker and of even date herewith (the "Purchase Agreement"), and is secured by a Security Agreement (the "Security Agreement") of even date herewith, executed by Maker in favor of both Holder and MNE Broadcasting LLC (collectively the Secured Party") which grants the Secured Party security interests in certain Collateral as defined in such Security Agreement. The Secured Party may file appropriate Financing Statements and Maker agrees to assist Holder in making such filings as Holder deems necessary, but Holder shall do so at its own cost.

If there is an Event of Default as defined in the Security Agreement the unpaid principal balance of this Note may at any time during such default, at the option of the Holder, be declared, and thereupon shall become, due and payable at once. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Interest shall be computed on the basis of a 365-day year or 366-day year as applicable, and actual days lapsed. Maker shall have the privilege of prepaying the principal under this Note in whole or in part, without penalty or premium at any time. All payments hereunder shall be applied first to interest, then to principal, then to late charges.

Maker shall pay upon demand any and all expenses, including reasonable attorney fees, incurred or paid by Holder without suit or action in attempting to collect funds due under this Note. In the event an action is instituted to enforce or interpret any of the terms of this Note including but not limited to any action or participation by Maker in, or in connection with, a case or proceeding under the Bankruptcy Code or any successor statute, the prevailing party shall be entitled to recover all expenses reasonably incurred at, before and after trial, appeal, or review whether or not taxable as costs, including, without limitation, attorney fees, witness fees (expert and otherwise), deposition costs, copying charges and other expenses.

Maker may setoff and withhold payments due to Holder under this Note for any amounts Maker is required to pay and for any losses incurred by Maker relating to any fines, forfeitures, or any

) other sanctions imposed by the FCC against the station or Maker as the result of any complaint or violation of FCC rules occurring prior to the Closing.

In the event that the FCC License being transferred from MNE Broadcasting LLC to Maker under the Purchase Agreement is sold or otherwise transferred then the Holder may declare the entire principal balance outstanding under the Note immediately due and payable.

All parties to this Note hereby waive presentment, dishonor, notice of dishonor, and protest. All parties hereto consent to, and Holder is hereby expressly authorized to make, without notice, any and all renewals, extensions, modifications, or waivers of the time for or the terms of payment of any sum or sums due hereunder, or under any documents or instruments relating to or securing this Note, or of the performance of any covenants, conditions or agreements hereof or thereof or the taking or release of collateral securing this Note. Any such action taken by Holder shall not discharge the liability of any party to this Note.

This Note has been executed and delivered in the Commonwealth of Virginia and shall be governed and construed in accordance with the laws of such state.

Living Faith Ministries, Inc.

By: \_\_\_\_\_  
Michael D. Smith, President

Non-Negotiable Promissory Note 2  
 Maker - Living Faith Ministries, Inc.  
 Holder - MNE Broadcasting LLC

Principal Amount \$325,000.00

Interest Rate 5.00%

Term (in months) 24

Month	Payment	Interest	Principal	325,000
1	-\$14,258.20	\$1,354.17	-\$12,904.03	\$312,095.97
2	-\$14,258.20	\$1,300.40	-\$12,957.80	\$299,138.16
3	-\$14,258.20	\$1,246.41	-\$13,011.79	\$286,126.37
4	-\$14,258.20	\$1,192.19	-\$13,066.01	\$273,060.36
5	-\$14,258.20	\$1,137.75	-\$13,120.45	\$259,939.91
6	-\$14,258.20	\$1,083.08	-\$13,175.12	\$246,764.79
7	-\$14,258.20	\$1,028.19	-\$13,230.02	\$233,534.78
8	-\$14,258.20	\$973.06	-\$13,285.14	\$220,249.64
9	-\$14,258.20	\$917.71	-\$13,340.49	\$206,909.14
10	-\$14,258.20	\$862.12	-\$13,396.08	\$193,513.06
11	-\$14,258.20	\$806.30	-\$13,451.90	\$180,061.17
12	-\$14,258.20	\$750.25	-\$13,507.95	\$166,553.22
13	-\$14,258.20	\$693.97	-\$13,564.23	\$152,988.99
14	-\$14,258.20	\$637.45	-\$13,620.75	\$139,368.24
15	-\$14,258.20	\$580.70	-\$13,677.50	\$125,690.74
16	-\$14,258.20	\$523.71	-\$13,734.49	\$111,956.25
17	-\$14,258.20	\$466.48	-\$13,791.72	\$98,164.53
18	-\$14,258.20	\$409.02	-\$13,849.18	\$84,315.35
19	-\$14,258.20	\$351.31	-\$13,906.89	\$70,408.46
20	-\$14,258.20	\$293.37	-\$13,964.83	\$56,443.63
21	-\$14,258.20	\$235.18	-\$14,023.02	\$42,420.61
22	-\$14,258.20	\$176.75	-\$14,081.45	\$28,339.16
23	-\$14,258.20	\$118.08	-\$14,140.12	\$14,199.04
24	-\$14,258.20	\$59.16	-\$14,199.04	\$0.00