

**EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into as of this \_\_\_ day of \_\_\_\_\_ by and between Liberty University, Inc., a Virginia non-stock corporation (the "University") and Melvin N. Eleazer ("Employee").

WHEREAS, the University desires to employ Employee on a full-time basis and Employee wishes to be employed by the University on the terms and conditions set forth in this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the University and Employee agree as follows:

**1. TERMS OF EMPLOYMENT**

1.1 Term. The University agrees to employ Employee, and Employee accepts employment with the University, upon the terms set forth in this Agreement, for the period beginning on the Closing Date as that term is defined in that certain Asset Purchase Agreement dated \_\_\_\_\_ by and between WDRL-TV, Inc., et al. and the University and ending on the last day of the \_\_\_\_\_ month after the Closing Date ("Term"), during which time Employee will devote his full business time to providing services hereunder. During the Term, this Agreement shall remain in force unless sooner terminated in accordance with the provisions of this Agreement.

1.2 Extension of the Term. The parties may extend the Term of this Agreement by mutual written agreement

**2. EMPLOYMENT**

2.1 Position and Duties. During the Term, the University hereby agrees to employ Employee as Director of Engineering and Technical Operations. In such capacity, Employee has responsibility for all technical engineering and operations for WDRL-TV or its successor in interest and/or other television stations operated by the University. The University may also assign Employee to other duties as the University deems appropriate. Employee reports to, and is directed by, Dr. Ronald Godwin of the University or such other person as is designated in the discretion of the University. During the Term, Employee agrees to devote his full business time, ability, knowledge and attention solely to the University's business affairs and interests and to faithfully and diligently perform such services and assume such duties and responsibilities as are assigned to him to the best of Employee's abilities, skills and efforts and to abide by applicable University policies and directives as they exist from time to time.

2.2 Limitations on Outside Activities. Nothing in this Agreement shall preclude the Employee from devoting reasonable time and attention to (i) serving, with the prior written approval of the University, as a director, trustee or member of any committee or any organization, (ii) managing his personal investments and affairs; provided that such activities do not involve any material conflict of interest with the interests of the University or, individually or collectively, interfere materially with the performance by Employee of his duties and responsibilities under this Agreement. Notwithstanding the foregoing and except as expressly provided herein, during the Term, Employee may not accept employment with any other individual or entity, or engage in any other venture which is directly or indirectly in conflict or competition with the educational and other enterprises of the University.

### 3. COMPENSATION

3.1 Salary. In consideration of Employee's services to the University, the University will pay Employee gross annual salary of \$100,000. Employee's salary will be paid in equal installments in accordance with the University's standard payroll schedule, and the University will withhold from such salary all applicable federal, state and local taxes as required by applicable laws.

### 4. BENEFITS AND REIMBURSEMENTS

4.1 Insurance. Employee shall be entitled to participate in any employee benefit plan and fringe benefits maintained by the University for which Employee is or will become eligible on such terms as the University may, in its discretion, establish, modify or otherwise change. These benefit plans and fringe benefits may be amended, enlarged, or diminished by the University at any time at its discretion.

4.2 Leave. Employee shall be eligible for sixty (60) days of paid vacation each year; however, in no event shall Employee be able to take more than twenty-one (21) calendar days of vacation consecutively. Employee shall make himself reasonably available to the University by telephone and/or computer access during his vacation period(s). Employee may not carry-over any unused vacation or sick leave at the end of year. Employee shall provide the University with fourteen (14) days advance notice for any vacation that lasts longer than five (5) consecutive business days. Failure to provide such notice will result in forfeiture of compensation for the vacation period.

4.3 Expenses. The University shall reimburse Employee for the reasonable amount of hotel, travel, entertainment and other expenses necessarily incurred by Employee in the discharge of his duties to the University, subject to the University's expense policy.

4.4 Professional Dues. Subject to receipts provided by the Employee, the University shall reimburse Employee up to \$2,500 annually for professional association membership dues or subscriptions.

4.5 Vehicle Allowance. The University shall provide Employee with a vehicle for use in the ordinary course of business. Such vehicle shall be equipped with either four wheel or all wheel drive and will be designed to handle very rugged terrain and to carry equipment. In addition, the University shall pay for all routine maintenance, insurance and similar costs related to the vehicle; provided that Employee shall be responsible for all costs associated with repairs to the vehicle for damage that occurs as a result of Employee's negligence or use of the vehicle outside of the ordinary course of business.

## 5. TERMINATION

The University may terminate Employee's employment under this Agreement upon the occurrence of any of the following:

5.1 Expiration. Immediately upon the expiration of the Term set forth in Section 1, including any extension of the Employment Period as agreed upon in writing pursuant to Section 1.2.

5.2 Death. Immediately upon the death of Employee.

5.3 Disability. Immediately upon the Disability of Employee. As used herein, the term "Disability" shall mean either (i) the Employee's inability, by reason of physical or mental incapacity or impairment, to perform his duties and responsibilities under this Agreement for a period of more than ninety (90) consecutive days, or (ii) the receipt by Employee of disability benefits for permanent and total disability under any long-term disability income policy held by or on behalf of Employee.

5.4 By the University for Cause. Immediately upon provision of written notice to Employee by the University that his employment is being terminated for Cause, as defined below. "Cause" for termination means:

(i) Employee's failure to perform or honor his duties, responsibilities or obligations set forth in this Agreement;

(ii) any act of Employee involving, dishonesty, fraud, theft, misappropriation of funds, or embezzlement affecting the University;

(iii) Employee's material breach of any covenant, term, or condition of this Agreement;

(iv) misconduct, gross negligence, or insubordination; or

(v) Employee's conviction of a felony or other crime including moral turpitude.

5.5 By Either Party for Any or No Reason. Either party may terminate Employee's employment for any or no reason at any time, provided that the party seeking to terminate the Agreement is not in material breach of the Agreement and provides written notice to the other party at least thirty (30) days prior to the proposed termination.

## 6. EFFECT OF TERMINATION AND SEVERANCE

6.1 Upon termination under Sections 5.1, 5.2, 5.3 or 5.4, the University will pay to Employee his accrued and unpaid salary as well as all accrued but unused vacation through the date of such termination.

6.2 If the Employment Period is terminated by Employee pursuant to Section 5.5, Employee shall be entitled to no further compensation. If the Employment Period is terminated by the University pursuant to Section 5.5, Employee will be entitled to receive the full unpaid salary remaining on the contract (for example, if a termination occurs with 18 months remaining on the Employment Period, Employee would be entitled to receive \$150,000 at termination).

6.3 Notwithstanding the termination of this Agreement, the parties shall be required to carry out any provisions of this Agreement which contemplate performance by them subsequent to such termination. In addition, no termination shall affect any liability or other obligation of either party which shall have accrued prior to such termination, including, but not limited to, any liability, loss or damage on account of breach. No termination of employment shall terminate the obligation of the University to make payments of any vested benefits provided hereunder or the obligations of Employee under Section 7 of this Agreement.

## 7. CONFIDENTIAL INFORMATION

Employee acknowledges that he will occupy a position of trust and confidence with respect to the University's affairs and business and that, in connection with the performance of his services on behalf of the University, Employee will be provided access to the University's confidential propriety information and trade secrets.

7.1 Confidential Information Defined. The term "University Confidential Information" shall mean all information disclosed to Employee, or known to him as a consequence of or through his Employment, where such information is not generally known by the public or was regarded or treated as proprietary by the University including, without limitation: information and materials related to proprietary computer software, hardware, including hard drives, electronic files and websites, research, business procedures and strategies, marketing plans and strategies, business plans, information about employees or prospective employees, and financial data of the University or employees.

7.2 Employee's Obligations.

(i) Non-Disclosure. Employee agrees that during Employee's employment with the University and thereafter, Employee will not use, disclose, copy, publish or transfer directly or indirectly any University Confidential Information other than as expressly authorized in writing by the University. Employee agrees that he will not use in any way other than in furtherance of the University's business any University Confidential Information.

(ii) Removal of Materials. Employee agrees that Employee will not remove any University Confidential Information from the University's premises or make copies of such materials except for use in the University's business.

(iii) Return of Materials. Upon termination of his employment, Employee shall immediately return to the University all of the University's property including, without limitations, all University Confidential Information in his possession or control.

(iv) Continuation of Obligations. Employee agrees that the obligations of this Section shall continue after termination of Employee's employment.

**8. ENFORCEMENT**

8.1 Severability. If any provision of the Agreement is held to be invalid, illegal or unenforceable for any reason, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

8.2 Notification of New Employer. In the event that Employee leaves the employ of the University for any reason, Employee agrees to inform any subsequent employer of his rights and obligations under this Agreement as well as his obligations under the Noncompetition Agreement executed pursuant to the Asset Purchase Agreement referenced in Section 1.1 hereof and attached as Exhibit \_\_\_ to the Asset Purchase Agreement. Employee further hereby authorizes the University to notify his new employer about Employee's rights and obligations under this Agreement and the Noncompetition Agreement, including by delivering a copy of both agreements, and any written modifications thereto, to any subsequent employer.

8.3 Remedies. The parties hereto agree that in the event of any breach by the Employee of any of the provisions of this Agreement, that monetary damages alone will not adequately compensate the University for its losses and, therefore, that it may seek any and all legal or equitable relief available to it, specifically including, but not limited to, injunctive relief, and may hold the Employee liable for all damages, including actual and consequential damages, costs and expenses, including legal costs and reasonable attorneys' fees incurred by the University as a result of such breach.

9. **GENERAL TERMS**

9.1 **No Prior Agreements.** Employee hereby represents and warrants to the University that the execution of this Agreement by Employee and his employment by the University and the performance of his duties hereunder will not violate or be a breach of any agreement with any other person or entity.

9.2 **Governing Law: Interpretation.** This Agreement will be governed by the substantive laws of the Commonwealth of Virginia, without regard to the principles of conflicts of laws. This Agreement will be construed as a whole, according to its fair meaning, and not in favor of or against any party, regardless of which party may have initially drafted certain provisions set forth herein.

9.3 **Choice of Law and Forum.** The parties hereby expressly consent to the personal jurisdiction of the state and federal courts for the Commonwealth of Virginia for any lawsuit arising from or related to this Agreement.

9.4 **Waiver of Jury Trial.** **TO THE EXTENT PERMITTED BY LAW, THE PARTIES WAIVE TRIAL BY JURY FOR ANY DISPUTES ARISING OUT OF AND IN CONNECTION WITH THIS AGREEMENT OR EMPLOYEE'S EMPLOYMENT WITH THE COMPANY.**

9.5 **Assignment.** This Agreement is personal to Employee and he may not assign it without prior written consent of the University. The University, however, shall retain the right to assign its rights and obligations under this Agreement to an affiliate of the University, and Employee hereby agrees to such assignment.

9.6 **Notices.** Any notice required or permitted hereunder will be in writing and will be deemed to have been duly given if delivered by hand or if sent by certified mail, postage and certification prepaid, to Employee at his residence (as noted in the University's records), or to the University address, or to such other address or addresses as either party may have furnished to the other in writing.

9.7 **Entire Agreement: Amendments.** This Agreement constitutes the final and complete expression of all of the terms of the understanding and agreement between the parties hereto with respect to the subject matter hereof, and this Agreement replaces and supersedes any and all prior or contemporaneous negotiations, communications, understandings, obligations, commitments, agreements or contracts, whether written or oral, between the parties respecting the subject matter hereof. This Agreement may not be modified, amended, altered or supplemented except by means of the execution and delivery of a written instrument mutually executed by both parties.

9.8 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

9.9 Survival. The provisions of the various sections of this Agreement which by their terms call for performance subsequent to the expiration or termination of this Agreement or the Employment Period shall survive such expiration or termination.

9.10 Headings. The Section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

9.11 No Contra Proferentum. The parties agree that each has been represented by separate counsel during the negotiation and execution of this Agreement, and, therefore, waive the application of any law, regulation or holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

9.12 Capacity. The parties warrant that they are legally competent to execute this Agreement and accept full responsibility therefor.

The University and Employee acknowledge that each had the opportunity to consult with legal counsel concerning the rights and obligations arising under this Agreement, that each has read and understands this Agreement, and that each enters into it willingly.

This Agreement is duly executed as of the day and year set forth above.

LIBERTY UNIVERSITY, INC.

By: \_\_\_\_\_  
Jerry L. Falwell, Sr.

Its: Chancellor

MELVIN N. ELEAZER  
\_\_\_\_\_