

**WDRL-TV, INC.  
MNE BROADCASTING, L.L.C.  
5002 Airport Road NW  
Roanoke, Virginia 24012**

March \_\_, 2007

Liberty University  
ATTN: Jerry L. Falwell, Sr., Chancellor  
1971 University Boulevard  
Lynchburg, Virginia 24502

Gentlemen:

Reference is made to the Asset Purchase Agreement (the "Agreement") dated March \_\_, 2007 by and among WDRL-TV, Inc., a Virginia corporation and Chapter 11 debtor-in-possession ("WDRL"), MNE Broadcasting, L.L.C., a Virginia limited liability company ("MNE" and with WDRL, collectively "Sellers"), Melvin N. Eleazer, a resident of the Commonwealth of Virginia (the "Member/Stockholder"), and Liberty University, Inc., a Virginia nonstock corporation ("Buyer"). All capitalized terms not defined in this letter shall have the meanings set forth in the Agreement.

Sellers and the Member/Stockholder face a deadline imposed by the Bankruptcy Court and have requested that Buyer execute the Agreement even though Sellers and the Member/Stockholder have not yet delivered to Buyer all required Schedules and Exhibits to the Agreement, and the Buyer has not completed its inspection of Sellers' assets. Sellers and the Member/Stockholder have executed and delivered this letter for the purpose of inducing the Buyer to enter into the Agreement, which is hereby amended and modified by the provisions hereof.

Buyer's inspection of the Sellers' assets is currently scheduled to commence on or about Tuesday, March 6, 2007 and is expected to last no more than five (5) consecutive business days. If a material deficiency is discovered during the inspection, Buyer shall provide Sellers with a written list of such material deficiencies within ten (10) business days of the conclusion of the inspection. Sellers shall then have ten (10) business days to cure all such deficiencies. If Sellers fail to do so, Buyer may, in its sole discretion, terminate the Agreement by written notice to the Sellers and the Member/Stockholder and the Earnest Money Escrow Deposit and all accrued earnings thereon shall be delivered to Buyer.

Further, Buyer shall have the right, at its sole discretion, either to accept or reject Schedule 2.1(b) of the Agreement until after the inspection has concluded; if Buyer rejects Schedule 2.1(b), Buyer shall have the right to terminate the Agreement as herein provided.

Sellers and the Member/Stockholder acknowledge that the required Schedules and Exhibits as listed on attached Exhibit A (the "Missing Documents") have not been delivered by Seller to Buyer before execution of the Agreement. The Missing Documents must be delivered to the Buyer in substantially the form provided to the Sellers and the Member/Stockholder by Buyer's counsel. If the Missing Documents in form and substance satisfactory to Buyer have not been delivered to Buyer by April 2, 2007, Buyer, in its sole and absolute discretion, may terminate the Agreement by written notice to Sellers and the Member/Stockholder, mailed or delivered on or before April 9, 2007 in the manner provided in the Agreement, and the Earnest Money Escrow Deposit and all accrued interest thereon shall be immediately returned to Buyer.

The assignment by the Sellers and the Member/Stockholder of all Authorizations to the Buyer shall be free and clear of any liabilities or contingent liabilities pursuant to an FCC Order. No tolling agreement, consent decree, or any other agreement entered into by the Sellers and/or the Member/Stockholder with the FCC regarding potential or alleged violations of the FCC's rules shall have the effect of shifting such liabilities to Buyer.

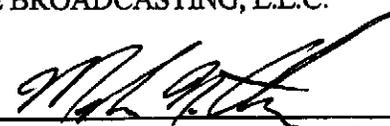
On the occurrence of any termination under any provision of this letter, all further obligations of the parties under the Agreement as well as the Time Brokerage Agreement ("TBA") executed of even date with the Agreement shall terminate, except that all obligations for confidentiality under Sections 5.15 and 6.4 of the Agreement shall survive such termination for a period of three years. Except for changes that are permitted by the terms of the Agreement, any disclosure made in any Missing Document will not be binding on Buyer without its prior written consent, which consent is at the sole and absolute discretion of Buyer.

This letter may be executed in any number of counterparts, each of which shall be deemed to be an original as to any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This letter amends and modifies the Agreement. Except as modified hereby, the Agreement shall remain in full force and effect.

To evidence the Buyer's agreement with the foregoing, please sign below and return a copy with your signature to me.

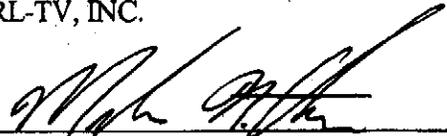
Sincerely,

MNE BROADCASTING, L.L.C.

By: 

Melvin N. Eleazer, Managing Member

WDRL-TV, INC.

By:   
Melvin N. Eleazer, President

  
MELVIN N. ELEAZER

SEEN AND AGREED:

LIBERTY UNIVERSITY, INC.

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

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**EXHIBIT A**

**Missing Schedules and Exhibits**

**Schedules:**

Schedule 2.2  
Schedule 2.5(c)  
Schedule 3.7  
Schedule 5.1  
Schedule 5.7(c)  
Schedule 5.8

**Exhibits:**

Exhibit F-2

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