

## SECURED NON-NEGOTIABLE PROMISSORY NOTE

\$1,000,000.00

\_\_\_\_\_, Virginia  
\_\_\_\_\_, 2007

FOR VALUE RECEIVED, LIBERTY UNIVERSITY, INC., a Virginia nonstock corporation ("Maker"), promises to pay MNE BROADCASTING, L.L.C., a Virginia limited liability company ("Holder"), at the address of 6438 Ran Lynn Drive, Roanoke, Virginia 24012, or at such other address as Holder may designate in writing, the principal sum of One Million Dollars (\$1,000,000.00), together with interest and pursuant to the terms set forth in this promissory note (the "Note").

Interest. Interest shall accrue on the unpaid balance of this Note from the date hereof until paid in full at the rate of six percent (6%) per annum. Interest shall be computed for the actual number of days which have elapsed, on the basis of a 360-day year.

Repayment. The sums owed on this Note shall be paid in monthly installments of interest only, due in arrears, beginning on \_\_\_\_\_, 2007 and continuing on the first day of each month thereafter until all such sums are paid in full.

Maturity. If not sooner paid, the entire balance, all accrued and unpaid interest and all other sums owed under this Note shall be due and payable in full on or before \_\_\_\_\_, 2017.

Application of Payments. All payments shall be applied first to the payment of any costs or expenses of Holder due hereunder, then to interest due and any balance shall be applied in reduction of principal.

Prepayment. This Note may be prepaid in whole or in part at any time, or times, without penalty or premium and without the prior written consent of Holder.

Legal Tender. All payments hereunder shall be payable in lawful money of the United States which shall be legal tender for public and private debts at the time of payment.

Security. This Note is secured by the terms of a Security Agreement of even date herewith (the "Security Agreement") made by Maker as debtor to Holder, as secured party, granting to Holder a security interest in certain assets sold to Maker by Holder. The provisions of the Security Agreement are incorporated into this Note by reference and made a part of this Note.

Default. On the occurrence of an Event of Default, the entire unpaid principal balance of this Note together with accrued interest thereon and all other sums due to Holder hereunder shall, at the option of Holder, at once become due and payable, without presentment, demand, protest or notice of any kind, all of which are hereby waived by Maker, and, in addition, Holder shall have all other remedies available under applicable law.

The happening of any one of the following events shall constitute an Event of Default: (1) failure to make within 10 days of when due any installment or other payment described

herein, whether of principal, interest or otherwise; (2) the inability of Maker to pay debts as they become due, or the insolvency of Maker, or the application for the appointment of a receiver or custodian for Maker or the property of Maker, or the entry of an order for the relief or the filing of a petition by or against Maker under the provisions of any bankruptcy or insolvency law, or any assignment for the benefit of creditors by or against Maker (provided, however, that the filing of an involuntary petition in bankruptcy against Maker shall not constitute an event of default unless it has not been dismissed within 45 days of its filing); (3) the entry of a judgment against Maker or the issuance or service of any attachment, levy or garnishment against Maker or the property of Maker; (4) a default in the performance or observance of any covenant, agreement or other term or provision of this Note or the Security Agreement; or (5) if any representation, warranty, or other statement of fact made or delivered by any party, whether orally or in writing, to Holder in connection with the administration of this Note shall prove to have been false, misleading or incomplete in any material respect at the time when such warranty, representation or statement was made or furnished to Holder.

Attorney's Fees and Costs of Collection. Maker shall also be obligated to pay, as part of such indebtedness, all costs of collection that may be incurred by Holder in the collection and enforcement of this Note, including without limitation reasonable attorney's fees and all court costs and other litigation expenses.

Waivers. Maker (i) waives presentment, demand, protest and notice of dishonor, (ii) waives all exemptions, whether homestead or otherwise, as to the obligation evidenced by this Note, (iii) waives any right which it may have to require Holder to proceed against any other party or foreclose on any collateral given to secure the payment of this Note, (iv) waives all rights afforded under Sections 8.3A-605, 49-25 and 49-26 of the Code of Virginia of 1950, as amended, and (v) to the extent not prohibited by law, waives the benefit of any laws or regulations relating to (a) usury, (b) the compromise of any claim against or release of Maker or any security, (c) any claim of duress or undue influence, or (d) any statute giving Maker the right to require (or providing for its discharge in the absence of) the institution of any suit on this Note.

Offset. Maker may offset against this Note any statutory, contractual, common law, equitable, or other bona fide offset that Maker may have against this Note including, at the sole discretion of Maker, as provided in Section 10.5 of the Asset Purchase Agreement dated \_\_\_\_\_, 2007, by and between Holder, Maker, WDRL – TV Inc. (“WDRL”) and Melvin N. Eleazer (“Eleazer”).

Time is of the Essence. Time is of the essence with regard to the payment of any amounts due under this Note and the performance of the covenants, terms and conditions of this Note.

Severability. In the event any covenant, term or condition of this Note shall be held for any reason to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability of such covenant, term or condition shall not affect the validity, legality or enforceability of the remaining covenants, terms and conditions of this Note.

Successor and Assigns. The covenants, terms and conditions of this Note shall be binding on Maker and its successors and assigns, and shall inure to the benefit of Holder and its successors and assigns.

Excessive Interest. To the extent any rate of interest stated in this Note exceeds the maximum rate of interest which may be charged on obligations of the type and nature evidenced by this Note, then such rate of interest shall be abated and reduced to the extent necessary to conform with applicable law.

Governing Law. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Note is executed under seal.

Jurisdiction. Maker hereby submits to the jurisdiction and venue of the Circuit Court of the City of Roanoke and the United States District Court for the Western District of Virginia, Roanoke Division, and agrees that Holder may, at its option, enforce its rights under the Note in such courts.

Failure to Exercise Rights. Any failure by Holder to exercise any right hereunder shall not be construed as a waiver of the right to exercise the same or any other rights at any time.

Notices. All notices required or permitted under this Note shall be given in writing to Maker at the address adjacent to Maker's signature and to Holder at the address set forth above.

IN WITNESS WHEREOF, Maker has duly signed and sealed this Note as of the date and year first above written.

Address for Notices:

LIBERTY UNIVERSITY, INC.

1971 University Blvd.  
Lynchburg, Virginia 24502

By: \_\_\_\_\_ [SEAL]  
Rev. Jerry L. Falwell, Sr., Chancellor