

**FIRST AMENDMENT TO
ASSET PURCHASE AGREEMENT**

THIS FIRST AMENDMENT is made effective as of October 27, 2005, by and among Barry Telecommunications, Inc., a Florida not-for-profit corporation ("Seller"), Barry University, Inc., a Florida not-for-profit corporation ("Barry University"), WXEL Public Broadcasting Corporation, a Florida not-for-profit corporation ("Buyer"), and Educational Broadcasting Corporation, a New York not-for-profit corporation ("EBC").

W I T N E S S E T H:

WHEREAS, Seller, Buyer, Barry University and EBC are parties to that certain Asset Purchase Agreement dated as of August 2, 2005 (the "Agreement") pursuant to which Seller has agreed to sell to Buyer and Buyer has agreed to buy from Seller the Stations; and

WHEREAS, Seller, Buyer, Barry University and EBC desire to amend the Agreement upon the terms and conditions herein contained.

NOW, THEREFORE, in the consideration of the premises, mutual covenants and promises hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms not otherwise defined herein have the meaning ascribed by the Agreement.

2. Section 6.7 of the Agreement is deleted in its entirety and replaced with the following:

"6.7 Diligence

Through December 15, 2005, each of Seller and Barry University shall use its reasonable best efforts to cooperate with the efforts of Buyer and EBC to conduct diligence and shall, and shall cause its representatives to, provide true and complete responses to all requests by Buyer and EBC and their representatives as part of due diligence process."

3. Section 13.1.7 of the Agreement is deleted in its entirety and replaced with the following:

"13.1.7 Buyer, by December 15, 2005, in the event that Buyer is not reasonably satisfied after a customary due diligence investigation of the Stations and the Assets; provided, however, that the right to terminate this Agreement pursuant to this Section 13.1.7 shall expire on December 16, 2005; or"

4. This First Amendment may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument.

5. Except as otherwise provided in this First Amendment, all terms and provisions of the Agreement are hereby ratified and shall remain in full force and effect without modification.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF each of the parties hereto has executed this First Amendment, or has caused this First Amendment to be duly executed and delivered in its name on its behalf all as of the day and year first above written.

BARRY TELECOMMUNICATIONS, INC.

By: Sister Linda Bevilacqua
Name: Sister Linda Bevilacqua
Title: President

BARRY UNIVERSITY, INC.

By: Sister Linda Bevilacqua
Name: Sister Linda Bevilacqua
Title: President

WXEL PUBLIC BROADCASTING CORPORATION

By: _____
Name: Carmen DiRienzo
Title: President

EDUCATIONAL BROADCASTING CORPORATION

By: _____
Name: William Baker
Title: President/Chief Executive Officer

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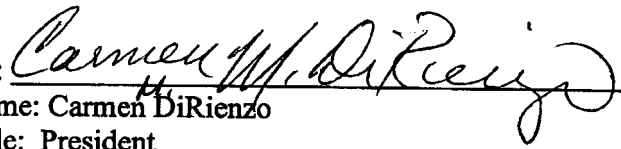
BARRY TELECOMMUNICATIONS, INC.

By: _____
Name: Sister Linda Bevilacqua
Title: President

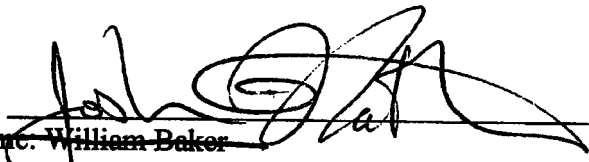
BARRY UNIVERSITY, INC.

By: _____
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Title: President

WXEL PUBLIC BROADCASTING CORPORATION

By: 
Name: Carmen DiRienzo
Title: President

EDUCATIONAL BROADCASTING CORPORATION

By: 
~~Name: William Baker~~
~~Title: President/Chief Executive Officer~~

3330098_v1

Educational Broadcasting Corporation
By: Joshua C. Nathan
Vice President & Secretary

**SECOND AMENDMENT TO
ASSET PURCHASE AGREEMENT**

THIS SECOND AMENDMENT is made effective as of December 14, 2005, by and among Barry Telecommunications, Inc., a Florida not-for-profit corporation ("Seller"), Barry University, Inc., a Florida not-for-profit corporation ("Barry University"), WXEL Public Broadcasting Corporation, a Florida not-for-profit corporation ("Buyer"), and Educational Broadcasting Corporation, a New York not-for-profit corporation ("EBC").

W I T N E S S E T H:

WHEREAS, Seller, Buyer, Barry University and EBC are parties to that certain Asset Purchase Agreement dated as of August 2, 2005 (the "Agreement") pursuant to which Seller has agreed to sell to Buyer and Buyer has agreed to buy from Seller the Stations; and

WHEREAS, Seller, Buyer, Barry University and EBC desire to amend the Agreement upon the terms and conditions herein contained.

NOW, THEREFORE, in the consideration of the premises, mutual covenants and promises hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms not otherwise defined herein have the meaning ascribed by the Agreement.

2. Section 6.7 of the Agreement is deleted in its entirety and replaced with the following:

"6.7 Diligence

Through March 15, 2006, each of Seller and Barry University shall use its reasonable best efforts to cooperate with the efforts of Buyer and EBC to conduct diligence and shall, and shall cause its representatives to, provide true and complete responses to all requests by Buyer and EBC and their representatives as part of due diligence process."

3. Section 13.1.7 of the Agreement is deleted in its entirety and replaced with the following:

"13.1.7 Buyer, by March 15, 2006, in the event that Buyer is not reasonably satisfied after a customary due diligence investigation of the Stations and the Assets; provided, however, that the right to terminate this Agreement pursuant to this Section 13.1.7 shall expire on March 16, 2006; or"

4. This Second Amendment may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument.

5. Except as otherwise provided in this Second Amendment, all terms and provisions of the Agreement are hereby ratified and shall remain in full force and effect without modification.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF each of the parties hereto has executed this Second Amendment, or has caused this Second Amendment to be duly executed and delivered in its name on its behalf all as of the day and year first above written.

BARRY TELECOMMUNICATIONS, INC.

By: Sister Linda Bevilacqua
Name: Sister Linda Bevilacqua
Title: President

BARRY UNIVERSITY, INC.

By: Sister Linda Bevilacqua
Name: Sister Linda Bevilacqua
Title: President

WXEL PUBLIC BROADCASTING CORPORATION

By: _____
Name: Carmen DiRienzo
Title: President

EDUCATIONAL BROADCASTING CORPORATION

By: _____
Name: William Baker
Title: President/Chief Executive Officer

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Name: Carmen DiRienzo
Title: President

EDUCATIONAL BROADCASTING CORPORATION

By:  _____
Name: ~~William Baker~~
Title: ~~President/Chief Executive Officer~~

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Educational Broadcasting Corporation
By: Joshua C. Nathan
Vice President & Secretary

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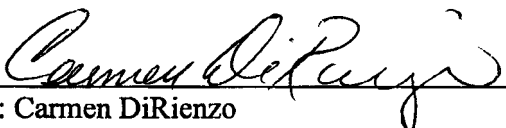
BARRY TELECOMMUNICATIONS, INC.

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By:  _____
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Title: President

EDUCATIONAL BROADCASTING CORPORATION

By: _____
Name: William Baker
Title: President/Chief Executive Officer

**THIRD AMENDMENT TO
ASSET PURCHASE AGREEMENT**

THIS THIRD AMENDMENT is made effective as of March 16, 2006, by and among Barry Telecommunications, Inc., a Florida not-for-profit corporation ("Seller"), Barry University, Inc., a Florida not-for-profit corporation ("Barry University"), WXEL Public Broadcasting Corporation, a Florida not-for-profit corporation ("Buyer"), and Educational Broadcasting Corporation, a New York not-for-profit corporation ("EBC").

W I T N E S S E T H:

WHEREAS, Seller, Buyer, Barry University and EBC are parties to that certain Asset Purchase Agreement dated as of August 2, 2005 (the "Agreement") pursuant to which Seller has agreed to sell to Buyer and Buyer has agreed to buy from Seller the Stations; and

WHEREAS, Seller, Buyer, Barry University and EBC desire to amend the Agreement and the exhibits and schedules thereto upon the terms and conditions herein contained.

NOW, THEREFORE, in the consideration of the premises, mutual covenants and promises hereinafter set forth, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms not otherwise defined herein have the meaning ascribed by the Agreement.

2. Section 2.3(b) is deleted in its entirety and replace with the following:

"(b) Two Million Two Hundred Thousand Dollars (\$2,200,000) in the form of a promissory note (the "Promissory Note"), substantially in the form attached hereto as Exhibit A provided, however, that payments pursuant to the Promissory Note shall be adjusted in accordance with Schedule 2.3"

3. Section 2.4 is deleted in its entirety and replaced with the following:

"[Intentionally Omitted.]"

4. The definitions "Ancillary or Supplementary Services", "Ancillary Payment", "Auditor", "Direct Costs", "Expenses", "Net Income", "Net Income Statement" and "Revenue" are deleted in their entirety.

5. The last sentence of Section 6.2.7 is deleted in its entirety and replaced with the following:

"Seller and Barry University shall use their best efforts to obtain (a) a written extension of the Lease Agreement by and between Frank K. Spain d/b/a Microwave Service

Company and South Florida Public Telecommunications, Inc. dated December 21, 1992, ("Spain Lease Agreement"), for a period of one year subject to renewal at the option of Seller for ten additional one-year periods (which shall be fully assignable to Buyer) and consent thereunder to the transactions contemplated hereby and (b) an enforceable amendment to the Spain Lease Agreement that grants the Seller the right to mount two antennas on the tower, in order to permit the installation of a digital antenna in addition to the existing analog antenna."

6. Section 9.12 is deleted in its entirety and replaced with the following:

"Seller shall have obtained (a) a written extension of the Spain Lease Agreement for a period of one year subject to renewal at the option of Seller for ten additional one-year periods, which shall be fully assignable to Buyer, and (b) an enforceable amendment to the Spain Lease Agreement that grants the Seller the right to mount two antennas on the tower, in order to permit the installation of a digital antenna in addition to the existing analog antenna."

7. The following is added to the Agreement as new Section 9.13:

"Section 9.13 FCC Applications.

Seller shall have (a) timely filed an FCC application for a Digital Companion Channel for Seller's Ft. Pierce television translator, W44AY, during the May, 2006 filing window provided by the FCC for such applications, and, if that application is rejected by the FCC, either have filed an FCC application for an alternative Digital Companion Channel, or implemented the "flash cut" option by filing an on-channel digital conversion application, and (b) timely filed an FCC application to renew, for an additional one-year period, Seller's experimental permit for digital broadcast multicasting operations on WXEL(FM), which expires on May 26, 2006 (FCC File Number -20050415AEA)."

8. In Section 12.9, "2.4," is deleted.

9. Exhibit A to the Agreement is deleted in its entirety and replaced with the Exhibit A attached hereto.

10. Exhibit B to the Agreement is deleted in its entirety and replaced with Exhibit B attached hereto.

11. Section 6.7 of the Agreement is deleted in its entirety.

12. Section 13.1.7 of the Agreement is deleted in its entirety.

13. Schedules 2.1.5 and 3.4.1 to the Agreement are amended so that each of the descriptions therein of the Lease Agreement by and between Microwave Service Company and South Florida Public Telecommunications, Inc. dated December 21, 1992 is deleted in its entirety and replaced with the following:

"Lease Agreement by and between Microwave Service Company and South Florida Public Telecommunications, Inc. dated December 21, 1992, as renewed by oral

agreement. Prior to closing, Frank K. Spain d/b/a/ Microwave Service Company and Seller shall enter into a written agreement to (a) extend the Lease Agreement for a period of one year subject to renewal at the option of Seller for ten additional one-year periods and (b) amend the Lease Agreement to grant the Seller the right to mount two antennas on the tower, in order to permit the installation of a digital antenna in addition to the existing analog antenna, with Lessor consenting to the assignment of the lease to the Buyer."

14. Schedule 2.2.5 to the Agreement is amended to add the following thereto:


"The letter agreement dated September 26, 2005 between PMG Television, Inc. ("PMG") and Barry Telecommunications, Inc. (the "PMG Agreement"). Notwithstanding anything else in the Agreement, all Liabilities relating to or in connection with the PMG Agreement, including Liabilities for any Legal Action by PMG against the Stations or any of its current or former employees or agents, shall be Excluded Liabilities and shall not be assumed by the Buyer.

15. This Third Amendment may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument.


16. Except as otherwise provided in this Third Amendment, all terms and provisions of the Agreement are hereby ratified and shall remain in full force and effect without modification.

IN WITNESS WHEREOF each of the parties hereto has executed this Third Amendment, or has caused this Third Amendment to be duly executed and delivered in its name on its behalf all as of the day and year first above written.


BARRY TELECOMMUNICATIONS, INC.

By: 
Name: Sister Linda Bevilacqua
Title: President

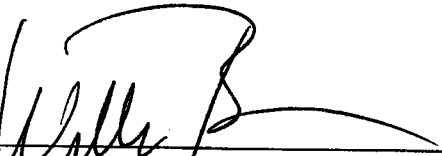
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