

EXHIBIT

NONCOMPETITION, NONSOLICITATION AND CONFIDENTIALITY AGREEMENT

This NONCOMPETITION, NONSOLICITATION AND CONFIDENTIALITY AGREEMENT ("Agreement") is made and entered into as of _____, 2007, by and between LIBERTY UNIVERSITY, INC., ("Buyer") and MELVIN N. ELEAZER ("Owner").

RECITALS

A. WDRL-TV, Inc. ("WDRL"), MNE Broadcasting L.L.C. ("MNE") and Owner (as the sole stockholder and member of the respective selling entities) ("Sellers"), and Buyer have entered into an Asset Purchase Agreement, dated _____, 2007 (the "Purchase Agreement") pursuant to which Buyer will acquire substantially all the assets owned or leased by Seller and used or useful in its television broadcast business (the "Business"), based in part on the understanding that Owner would not compete in the Prohibited Business (as hereinafter defined) after the acquisition of such assets for the period of time stated herein.

B. Owner is the sole common shareholder of WDRL and the sole member of MNE and will be paid the agreed upon purchase price, set forth in the Purchase Agreement, over a ten year period. Thus, Owner will benefit from the sale by Sellers.

C. The parties acknowledge that the Prohibited Business is highly competitive and that if Owner were to compete in the Prohibited Business after the consummation of Buyer's acquisition of the assets acquired pursuant to the Asset Purchase Agreement, then Buyer would suffer irreparable harm.

D. Owner is entering into this Agreement and is willing to abide by the restrictive covenants contained herein to induce Buyer to execute and consummate the transactions contemplated by the Asset Purchase Agreement.

E. The principal place of business for Seller is in the city of Lynchburg, Virginia and the counties surrounding Lynchburg.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises herein contained and contained in the Asset Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

ARTICLE I
CONSIDERATION FOR OWNER'S COVENANTS

For and in consideration of the covenants set forth in Sections 2.01, 2.02 and 2.03 below, simultaneously with the execution and delivery of this Agreement and as an inducement to

Owner to enter into this Agreement, Buyer has paid Sellers the consideration set forth in the Asset Purchase Agreement.

ARTICLE II
OWNER'S COVENANTS; SEVERABILITY; REMEDIES

2.01 Covenant Not to Compete. Owner agrees that for a period of five years from the date of this Agreement ("Restrictive Period"), he will not engage or participate, directly or indirectly, either as principal, agent, employee, employer, consultant, stockholder, member, director, officer, partner, lender, investor, guarantor or in any other individual or representative capacity whatsoever, in the conduct or management of, or own any stock or other proprietary interest in, any business or enterprise which operates a television broadcast station licensed to a community within the Lynchburg-Roanoke Designated Market Area, as defined by Nielsen Media Research, which is the principal place of business in which WDRL operates (the "Prohibited Business"), unless Owner shall have obtained the prior written consent thereto of Buyer, which may be granted or withheld in Buyer's sole discretion.

2.02 Additional Restricted Conduct. Owner further agrees that for a period of five years following the Closing, he will not:

(a) directly or indirectly, solicit, raid, entice or induce any employee of Buyer to leave the employ of Buyer or otherwise attempt to retain or obtain, directly or indirectly, the services of any such employee, unless such services do not compete with Buyer or interfere with such employee's work for Buyer; or

(b) directly or indirectly, solicit for business, deal with, or otherwise transact business with any Person, or entice or induce any Person to stop conducting business with Buyer, who or which on the date hereof is, or within the previous six months was, a customer of or advertiser with the Business, or at any time during the Restrictive Period hereunder shall be, a customer of or advertiser with Buyer. Notwithstanding the foregoing, Owner may solicit, deal with and otherwise transact business with any such customer or advertiser *provided* it is not for the purpose of participating in the Prohibited Business.

2.03 Confidentiality of Trade Secrets and Other Materials.

(a) Confidentiality. Owner shall regard and preserve as confidential all Trade Secrets (defined below) and other Confidential Information (defined below) pertaining to the Business or otherwise to Buyer that has been or may be obtained by Owner by reason of its involvement with the Business. Owner shall not, without written authority from Buyer to do so, use for its own benefit or purposes, nor disclose to others, any Trade Secrets or other Confidential Information of the Business. Owner shall not take or retain or copy any of the Business' information, customer and advertiser lists, customer or advertiser files or other documents (the "Confidential Information"). Notwithstanding any other provision of this Section 2.03, any Confidential Information or Trade Secrets that Owner can prove was obtained or obtainable from publicly available sources at the time delivered to Owner shall not constitute Confidential Information or Trade Secrets for purposes of this Agreement.

(b) Proprietary Information. Owner further agrees that all know-how, documents, designs, schematics, reports, plans, proposals, marketing and sales plans, customers and advertisers, client files and materials made by either Seller or Owner or that come into Owner's possession by reason of his involvement in the Business (the "Proprietary Information") are the property of Buyer and shall not be used by it in any way adverse to Buyer's interest. Owner shall not deliver, reproduce or in any way allow such documents or things to be delivered or used by any third party without the specific direction or consent of a duly authorized representative of Buyer. During the Restriction Period, Owner shall not publish, release or otherwise make available to any third party any information describing any Trade Secret or other Proprietary Information of the Business without prior written authorization of Buyer.

(c) Trade Secrets. For purposes of this Agreement, the term "Trade Secrets" shall include, but not be limited to, the Business information encompassed in all know-how, plans, designs, schematics, proposals, marketing and sales plans, customers and advertisers, and all concepts or ideas (whether or not conceived by Owner or other employees or agents of Buyer) that have not previously been publicly released by duly authorized representatives of Buyer.

2.04 Remedies for Breach. Both parties recognize and agree that Owner's services and knowledge are special, unique and extraordinary character, and that any breach of the covenants and obligations undertaken by Owner pursuant to this Agreement at any time would result in irreparable damage to Buyer in an amount difficult to ascertain. Accordingly, in addition to any other relief to which Buyer may be entitled, Buyer shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, to obtain damages for such breach of this Agreement, to enforce the specific performance of the terms and conditions of this Agreement by Owner, or to seek injunctive relief against Owner, and to recover Buyer's Attorney's fees in conjunction with any such action.

2.05 Scope of Agreement. For purposes hereof, all references in this Article II to Buyer shall be deemed to include its affiliates, successors and assigns.

ARTICLE III MISCELLANEOUS

3.01 Entire Agreement; Amendment. This Agreement (to the extent any provision hereof is inconsistent with the terms and conditions of any other agreement between Buyer and Seller or Owner) supersedes all other agreements, oral or written, previously made with respect to the subject matter hereof and contain the entire agreement of the parties with respect to the subject matter hereof. It may not be changed orally, but only by agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

3.02 Severability. Should any provision hereof be found to be prohibited by or unlawful or unenforceable under any applicable law of any jurisdiction, other provisions shall be substituted so as to provide Buyer, to the fullest extent permitted by applicable law, the benefits intended by this Agreement. Moreover, such a finding shall not affect any other provision of this

Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived, to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

3.03 Venue. The parties agree that exclusive jurisdiction and venue (subject to proper service of process) for the resolution of all disputes arising in connection with this Agreement will be the Circuit Court for the City of Lynchburg, Virginia.

3.04 Governing Law. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of the Commonwealth of Virginia.

3.05 Assignments. Buyer shall have the right to assign this Agreement and to delegate all rights, duties and obligations hereunder, to any affiliate, successor-in-interest, assignee who acquires substantially all the assets of Buyer or subsidiary of Buyer. Owner agrees that this Agreement is personal and their rights and interests hereunder may not be assigned, nor may their obligations and duties hereunder be delegated.

3.06 Cumulative Remedies; No Waiver. Each and all of the several rights and remedies provided in this Agreement, or by law or in equity, shall be cumulative, and no one of them shall be exclusive of any other right or remedy, and the exercise of any one of such rights or remedies shall not be deemed a waiver or, or an election to exercise, any other such right or remedy. No waiver of any term or condition of this Agreement shall be construed as a waiver of any other term or condition; nor shall any waiver of any default hereunder be construed as a waiver of any other default hereunder.

3.07 Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, telecopy or mailed, certified or registered mail with postage prepaid:

a) If to Buyer, to:

Jerry L. Falwell, Jr., Esquire
Vice Chancellor
Liberty University
1971 University Blvd.
Lynchburg, Virginia 24502

Telecopy Number: () _____

with a copy, given in the manner prescribed above, to:

W. Scott Street, III, Esquire
A. Peter Brodell, Esquire
Williams Mullen
1021 East Cary Street
P.O. Box 1320
Richmond, Virginia 23218-1320

Telecopy Number: (804) 783-6507

Or to such other person or address as Buyer shall furnish to Owner in writing;

b) If to Owner, to

Melvin N. Eleazer, President
WDRL-TV, Inc.
Managing Member, MNE Broadcasting, L.L.C.
5002 Airport Road NW
Roanoke, Virginia 24012

Telecopy Number: () _____

with a copy, given in the manner prescribed above, to:

Howard J. Beck, Jr., Esquire
Warner & Renick, PLC
4648 Brambleton Avenue SW
Roanoke, Virginia 24018

Telecopy Number: (540) 777-2665

Or to such other person or address as Owner shall furnish to Buyer in writing.

3.08 Representation by Counsel; Interpretation. Buyer and Owner each acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions and relationships contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of Buyer and Owner.

3.09 Capitalized Terms. Capitalized terms not specifically defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has duly executed this Agreement as of the date first written above.

BUYER:

LIBERTY UNIVERSITY, INC.
a Virginia corporation

By: _____
Rev. Jerry L. Falwell, Sr., Chancellor

OWNER

MELVIN N. ELEAZER

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