

AGREEMENT

THIS AGREEMENT is made by and between **National Minority TV, Inc.** ("Seller"), a California non-profit church corporation, and **Guardian Enterprise Group, Inc.**, an Ohio corporation ("Buyer").

WHEREAS, Seller holds a valid and current license issued by the Federal Communications Commission ("FCC") to operate television translator W23BZ, Columbus, Ohio (FCC Facility ID #47695), broadcasting on analog channel 23 (the "Station"); and

WHEREAS, Buyer desires to purchase and acquire the Station and the Assets specified in Attachment 1 (the "Assets"), free and clear of any debts, liens, encumbrances or liabilities, and Seller desires to sell and assign the Station and the Assets to Buyer; and

WHEREAS, this Agreement supersedes and replaces the June 12, 2008 Option Agreement between Buyer and Seller;

NOW, THEREFORE, in consideration of the premises, and the covenants contained herein, subject to the prior approval of the FCC, and the parties intending to be legally bound, Buyer and Seller hereby agree as follows:

i) Sale and Price. Seller agrees to sell and convey the Station and the Assets to Buyer, free and clear of all debts, liens, encumbrances or liabilities, by proper bill of sale and/or assignment instruments, and Buyer agrees to buy the same by paying ten dollars (\$10.00) to Seller at Closing ("Purchase Price"). The Station and Asset sale, and payment of the Purchas Price, shall be consummated at the Closing.

ii) Conditions. This Agreement is subject to the following conditions:

(a) Application to assign the Station and Assets being made by the parties to the FCC and the FCC's approval of the same without condition, and said FCC approval having become "final" ("final" approval means when the FCC grant of the assignment is no longer subject to any administrative or judicial appeal or review), provided, however, that Buyer may waive the condition the FCC approval becomes "final";

(b) The Station's FCC license, at closing, shall be current and neither forfeited or encumbered, and shall not be the subject to any FCC orders or proceedings except those that Buyer is willing to accept;

c. Consummation of Buyer's sale of WSFJ-TV/DT, analog channel 51 and digital channel 24, Newark, Ohio (FCC Facility ID No. 11118) (herein "WSFJ") to the Trinity Christian Center of Santa Ana, Inc. (herein "Trinity"); and

d. Upon failure of any of these conditions to occur, then at the option of either party and upon written notice, this Agreement shall be rendered null and void.

iii) Representations and Warranties. Seller and Buyer make the following representations and warranties, which shall survive the Closing:

a. Seller's Representations and Warranties to Buyer: As of the date of Closing, Seller has free and unencumbered title to the Assets; those Assets used in the operation and signal transmission of the Station are in good working order, normal wear and tear excepted; the Station has been, and through closing will continue to be, operated in accordance with its FCC license and the rules and regulations of the FCC and any applicable governmental regulations or requirements; the antenna/transmitter site lease included among the Assets (as specified in Attachment 1) is current and valid, and enforceable under its terms; Seller is a corporation in good standing under the laws of California, is authorized to do business in Ohio, and its directors have approved the sale of the Station and the Assets to Buyer under the terms specified in the Agreement; Seller has full legal power and authority to complete the sale of the Station and the Assets to Buyer as contemplated herein.

b. Buyer's Representations and Warranties to Seller: As of the date of Closing, Buyer is a corporation in good standing under the laws of Ohio, and its stockholders and directors have approved the purchase of the Station and Assets under the terms specified in this Agreement; Buyer has full legal power and authority to complete the sale and purchase of the Station and Assets as contemplated herein.

iv) Closing. The closing (the "Closing") of the transactions contemplated by this Agreement shall be held at the offices of Buyer in Columbus, Ohio, or at such other location as selected by mutual agreement, at 11:00 a.m. on a date fixed by Buyer and Seller so as to coincide with Buyer's sale of WSFJ to Trinity. However, if closing can not be scheduled to coincide with Buyer's sale of WSFJ to Trinity because FCC approval of the Station sale has not then been issued, closing shall be scheduled for a date subsequent to the WSFJ closing, and Buyer and Seller agree to make whatever arrangements are necessary to continue with the transaction contemplated by this agreement.

v) Agreement not to Encumber. Seller and Buyer agree as follows:

a. Seller shall not convey, transfer or encumber the Station and the Assets during the term of this Agreement; and

b. Buyer shall not convey, transfer or encumber the Land during the term of this Agreement.

vi) Brokers. The parties warrant to one another that no broker's fees or commissions are due and payable as a result of this transaction.

vii) Counterparts and Binding on Successors and Assigns. This Agreement may be executed in one or more counterparts or duplicate originals all of which when taken together shall constitute one agreement. Electronic or facsimile copies of signatures shall be treated as original signatures for all purposes. This Agreement shall be enforceable against any successors or assigns.

viii) Term. This Agreement shall be in effect for a term commencing on the date of this Agreement and terminating eight (8) months later. Time is of the essence of this Agreement. If the FCC designates the assignment application for the Station license for hearing, either party may terminate this Agreement without liability by written notice to the other party.

ix) Further Assurances. Each of the parties hereto shall execute and deliver to the other party hereto such other instruments as may be reasonably required in connection with the performance of this Agreement.

x) Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio without regard to its conflict of laws provisions.

xi) Entire Agreement. This Agreement supersedes all prior agreements and understanding between the parties and may not be changed or terminated orally, and no attempted change shall be binding unless in writing and signed by both parties. The attachments to this Agreement are hereby incorporated herein.

xii) Interpretation. Each party has cooperated in the drafting and preparation of this Agreement. Accordingly, any construction to be made in this Agreement shall no be construed against any party on the basis of that party being the "drafter."


xiii) Compliance with FCC Rules. Seller warrants that it shall have no retained interest whatsoever in the Station after Closing, and both parties warrant compliance with Commission Rule 73.1150, 47 C.F.R. §73.1150.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written below.

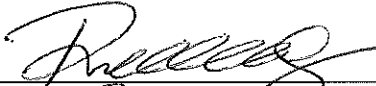
DATED this 25th day of July, 2008.

DATED this 25th day of July, 2008.

Witness: 

BUYER:

GUARDIAN ENTERPRISE GROUP, INC.

By: 
Its President

SELLER:

NATIONAL MINORITY TV, INC.

Witness: _____

By: _____
Its _____

BUYER:

GUARDIAN ENTERPRISE GROUP, INC.

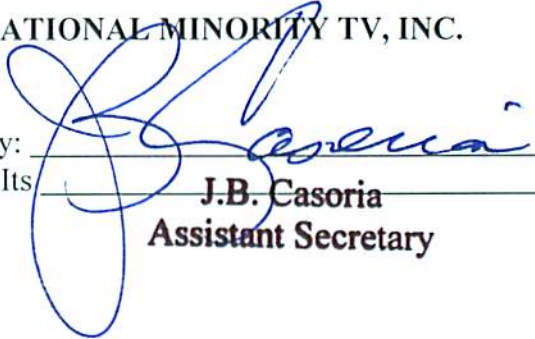
Witness: _____

By: _____
Its _____

SELLER:

NATIONAL MINORITY TV, INC.

Witness: Michael Koper

By: 
Its J.B. Casoria
Assistant Secretary

ATTACHMENT 1

Assets and FCC Licenses and Applications for W23BZ, Columbus, Ohio To be sold, transferred and assigned from Seller to Buyer

Assets:

Transmitter: Axcera 834A
Feedline: Approx 600' Andrew HJ8-50B 3" air dielectric cable w/ mounting hardware and connectors
Antenna: Andrew ALP24L3-HSOC w/ mounting hardware
Isolation Transformer: Control Concepts BC-2-2100 Isolatron
Dehydrator: Andrew MT300
Frequency Counter / Filter: Digimax D612 Frequency Counter / Planck Technical Services supplied filter box
Moseley MRC-1620 Remote Control + modem
Aux Equipment Rack
Satellite Receiver: Coship CDVB5110G C-band digital receiver
LNB: Norsat 8515 Digital C-band LNB
10' C-band satellite dish
Dominator II Audio Processor
Air conditioner

Antenna/Transmitter Site Lease (copy attached)

FCC Licenses:

FCC License BLTT-20010806AAZ (copy attached)
FCC Renewal BRTTL-20050519A (copy attached)
Digital Flash Cut Application, FCC File No. BDFCDTT-20060329ALU (copy attached)