

ASSET PURCHASE AGREEMENT
WSFJ-TV/DT, NEWARK, OHIO

EXHIBIT A

Studio License And Services Agreement

STUDIO LICENSE AND SERVICES AGREEMENT

This Studio License and Services Agreement ("*License Agreement*") is made and entered into as of _____, by and between GUARDIAN VISION INTERNATIONAL, INC., an Ohio non-profit corporation, GUARDIAN CAPITAL MANAGEMENT, L.L.C., an Ohio limited liability company (together "*Guardian*"), and TRINITY CHRISTIAN CENTER OF SANTA ANA, INC., a California not-for-profit church corporation ("*Trinity*").

WHEREAS, Guardian and Trinity are parties to that certain Asset Purchase Agreement, dated as of June 12, 2008, pursuant to which Trinity acquired certain of the assets and licenses of commercial television station WSFJ-TV/DT, Newark, Ohio (Facility ID No. 11118) ("*WSFJ*") from Guardian;

WHEREAS, Guardian maintains and controls broadcast and office facilities and equipment located at 3948 Townsfair Way, Suite 220, Columbus, Ohio 43219-6096 (the "*Guardian Facilities*"), a portion of which Guardian used for the operation of WSFJ;

WHEREAS, Guardian desires to grant to Trinity a license to use discrete studio and office space and broadcast equipment (the "*Licensed Premises and Equipment*") within the Guardian Facilities for the operation of WSFJ; and

WHEREAS, Guardian desires to provide the Guardian Services (as defined below) to Trinity.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Guardian and Trinity hereby agree as follows:

1. License and Guardian Services. Guardian, in consideration of the fees and covenants herein stipulated to be paid or performed by Trinity, hereby (a) licenses to Trinity and Trinity hereby licenses from Guardian upon and subject to the terms, covenants and conditions hereinafter set forth, the Licensed Premises and Equipment; and (b) agrees to provide to Trinity (i) master control services for WSFJ, (ii) services of a shared receptionist to answer WSFJ's telephone line and (iii) services of Guardian's chief engineer for day-to-day, routine maintenance of WSFJ's transmission facilities (collectively, the "*Guardian Services*").

2. Term. The term of this License Agreement shall be from the date hereof until the earlier of (a) the date that is sixty (60) days after the day either party gives the other party written notice of termination and (b) the date that is six (6) months from the date of this License Agreement (the "*License Term*"). Trinity may, at its option, extend the License Term for up to an additional three (3) months.

3. Fee. During the License Term, Trinity shall pay Guardian a monthly fee in the amount of \$_____, which shall be due and payable in advance on the first day of each month. In addition, Trinity shall reimburse Guardian on a monthly basis

for (a) 50% of all costs and expenses incurred by Guardian in association with the employment of the master control operators, shared receptionist and chief engineer, including benefits,* and (b) all out-of-pocket costs and expenses incurred by Guardian on Trinity's behalf in connection with Guardian's maintenance of WSFJ's studio and/or transmission facilities. Trinity shall pay such reimbursement to Guardian within twenty (20) days after receipt by Trinity of an invoice from Guardian. Payment of the fees due to Guardian under this **Section 3** shall be prorated on a daily basis for any partial month of the License Agreement.

4. Use of Licensed Premises and Equipment.

(a) The parties acknowledge and agree that the Licensed Premises and Equipment shall consist of (i) two offices to be used exclusively by Trinity in the operation of WSFJ, (ii) file cabinet space for storage of WSFJ's public inspection file at the Guardian Facilities and (iii) space for portable or, subject to Guardian's receipt of all necessary approvals, permanent C-band satellite downlink receive equipment to be provided by Trinity.

(b) Trinity acknowledges that Guardian will continue to use the Guardian Facilities for its broadcast operations during the License Term. Trinity agrees that it will not unreasonably impede use of the Guardian Facilities by Guardian or others. Trinity further agrees that it will not allow any persons other than Trinity's employees to enter or use the Guardian Facilities without the express prior permission of Guardian.

(c) Trinity agrees to take reasonable care of the Licensed Premises and Equipment, subject to reasonable and normal wear and tear. Trinity shall reimburse Guardian for all costs and expenses incurred by Guardian in connection with any repairs associated with any and all damage to the Guardian Facilities caused by Trinity, its employees, agents or invitees. Trinity shall return the Licensed Premises and Equipment to Guardian in as good condition as said Licensed Premises and Equipment are in on the date hereof, reasonable and normal wear and tear excepted.

5. Alterations. Trinity shall make no alterations, additions, changes or improvements to the Guardian Facilities without the prior written consent of Guardian, which consent may be withheld in the sole and absolute discretion of Guardian.

6. Indemnity. Trinity agrees to indemnify, defend and hold harmless Guardian from any loss, attorney's fees, court and other costs or claims for damages arising out of use and/or occupancy of the Guardian Facilities by Trinity or its agents, employees or invitees, unless caused solely by Guardian's negligence.

7. Assignment; Sublicensing. Trinity may not assign this License Agreement nor sublicense all or any part of the Licensed Premises and Equipment at anytime to any other party.

* 50% of such employment costs and expenses is currently estimated to be \$____.00 per year.

8. Mechanics' Liens. Trinity shall not suffer or permit any mechanics' liens to be filed against the Licensed Premises and Equipment.

9. Default. If Trinity defaults in fulfilling any of its covenants or obligations hereunder, Guardian at its option may terminate and end this License Agreement and all rights of the Trinity hereunder. Any waiver, express or implied, by either party of any breach of this License Agreement or any terms, conditions or promises herein contained shall not be or construed to be a waiver of any subsequent breach of the same or any other term, condition or promise herein and the payment by the Trinity and acceptance by the Guardian of the fee hereunder shall not be construed to be a waiver of any breach of terms or conditions herein except as to the particular installment of the fee so paid and accepted.

10. Surrender of Licensed Premises and Equipment. Trinity, upon the expiration of the License Term or the earlier termination of this License Agreement, shall surrender to Guardian all of its rights to use the Licensed Premises and Equipment in accordance with the terms and conditions provided for in **Section 4(c)** hereof.

11. Notices or Demands. Any notice, demand or request required or permitted to be given under the provisions of this License Agreement shall be in writing, addressed to the following addresses, or to such other address as any party may request in writing.

If to Trinity to:

Trinity Christian Center of Santa Ana, Inc.
2442 Michelle Drive
Tustin, CA 92780
Attention: Mr. John Casoria
Fax: 714-665-2121

With a copy (which shall not constitute notice) to:

Colby M. May, Esq., P.C.
205 Third Street, SE
Washington, DC 20003
Attention: Colby M. May, Esq.
Fax: 202-544-5172

If to Guardian to:

Guardian Vision International, Inc.
3948 Townsfair Way, Suite 220
Columbus, Ohio 43219-6096
Attention: Richard Schilg, President
Fax: (614) 416-6080

With a copy (which shall not constitute notice) to:

James A. Koerner, Esq.
Koerner & Olender, P.C.
11913 Grey Hollow Court
North Bethesda, MD 20852

Fax: (301) 468-3343

Any such notice, demand or request shall be deemed to have been duly delivered and received (i) on the date of personal delivery, or (ii) on the date of transmission, if sent by facsimile and received prior to 5:00 p.m. in the place of receipt (but only if a hard copy is also sent by overnight courier), or (iii) on the date of receipt, if mailed by registered or certified mail, postage prepaid and return receipt requested, or (iv) on the date of a signed receipt, if sent by an overnight delivery service, but only if sent in the same manner to all persons entitled to receive notice or a copy.

12. Covenants to Bind and Benefit Respective Parties. This License Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of Guardian and Trinity.

IN WITNESS WHEREOF, the parties hereto have executed this Studio License Agreement as of the date first written above.

GUARDIAN:

GUARDIAN VISION INTERNATIONAL, INC.


By: _____
Name:
Title:

GUARDIAN CAPITAL MANAGEMENT, L.L.C.

By: _____
Name:
Title:

TRINITY:

TRINITY CHRISTIAN CENTER OF SANTA ANA, INC.

By: 
Paul Crouch, JR.
VICE PRESIDENT