

MTD

JOSEPH E. DUNNE III
COLBY M. MAY*

* ALSO ADMITTED IN VIRGINIA

MAY & DUNNE
CHARTERED
ATTORNEYS AT LAW
1156 - 15TH STREET, N.W.
SUITE 515
WASHINGTON, D.C. 20005-1704
(202) 223-9013

RICHARD G. GAY
OF COUNSEL
TELECOPIER NO.
(202) 223-6992

May 5, 1987

HAND DELIVER

Mr. William J. Tricarico
Secretary
Federal Communications Commission
Washington, D.C. 20554

RE: Assignment of LPTV Facility K43AN, Loveland, Colorado
Consummation of BAPTTL-861002IB

RECEIVED
MAY 5 1987
OFFICE OF THE SECRETARY

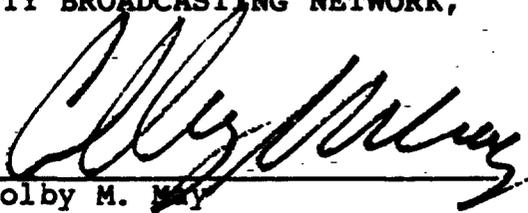
Dear Mr. Tricarico:

On behalf of the Trinity Broadcasting Network, Inc., this is to give notice that the above-referenced assignment application was consummated on April 29, 1987.

If any questions should arise concerning this matter, kindly contact the undersigned directly.

Respectfully submitted,

TRINITY BROADCASTING NETWORK,
INC.

By: 
Colby M. May
Its Attorney

CMM:ncbB78

xc: Ms. Alma Hughes (Hand Deliver, FCC Room 709)
Jane Duff

MD

JOSEPH E. DUNNE III
COLBY M. MAY

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RICHARD G. GAY
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TELECOPIER NO.
(202) 223-6992

May 12, 1987

HAND DELIVER

RECEIVED

Mr. William J. Tricarico
Secretary
Federal Communications Commission
Washington, D.C. 20554

MAY 13 1987

Office of the Secretary

RE: Trinity Broadcasting Network, Inc. Minor Modification of
Television Translator K55CN, Bakersfield, California

Dear Mr. Tricarico:

Filed herewith, in triplicate, on behalf of the Trinity Broadcast-
ing Network, Inc. (TBN), is a minor change application concerning
the referenced television translator. This application involves
a channel change from channel 55 to channel 58, and is necessitat-
ed by the recently granted authorization of Dorothy J. Owens for
channel 48, Bakersfield, California (BPCT-850222KG). This appli-
cation is therefore being submitted in accordance with the new
standards enunciated by the Commission on February 27, 1987 in
its Report and Order in MM Docket No. 86-286, FCC 87-44.

This channel modification will not result in any interference to
any existing full power, low power or television translator
licensee, permittee or applicant. Moreover, TBN represents as
part of its application that it will take whatever steps are
necessary to correct any interference problems which may occur,
although none are predicted.

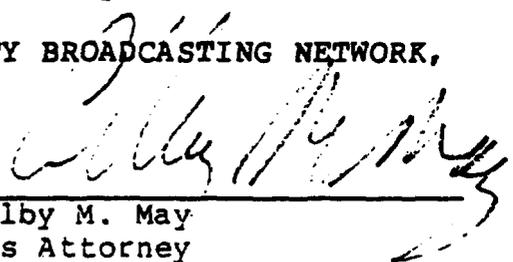
Finally, since the channel change herein requested is defined as
a "minor change" in accordance with the Report and Order in MM
Docket No. 86-286, no fee is required.

May 12, 1987
Page 2

If any questions should arise concerning this matter, kindly contact the undersigned directly.

Respectfully submitted,

TRINITY BROADCASTING NETWORK,
INC.

By: 

Colby M. May
Its Attorney

CMM:gmcB78

xc: Mrs. Jane Duff
Ben Miller

JOSEPH E. DUNNE III
COLBY M. MAY*

* ALSO ADMITTED IN VIRGINIA

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TBN / W67BG,
DOVER, DE.

RICHARD G. GAY
OF COUNSEL

TELECOPIER NO.
(202) 223-8992

RECEIVED

870601

HAND DELIVERED
FCC
FEE SECTION

June 1, 1987

Mr. William J. Tricarico
Secretary
Federal Communications Commission
Washington, D.C. 20554

RE: License Application of the Trinity Broadcasting Network,
Inc. Covering LPTV Facility W67BG, Dover, Delaware

Dear Mr. Tricarico:

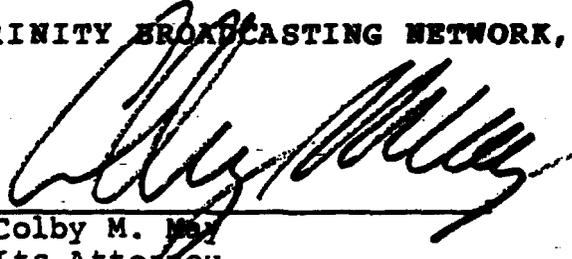
Filed herewith, in triplicate, on behalf of the Trinity Broadcasting Network, Inc., is its license application (FCC Form 347) for LPTV facility W67BG, Dover, Delaware. TBN will be operating W67BG in accordance with the provisions of Commission Rule 74.14.

Please note that a check (#758) in the amount of \$75.00 is enclosed to cover the requisite filing fee.

If any questions should arise concerning this matter, kindly contact the undersigned directly.

Respectfully submitted,

TRINITY BROADCASTING NETWORK,
INC.

By: 

Colby M. May
Its Attorney

CMM:gmcB78

xc: Mrs. Jane Duff

JOSEPH E. DUNNE III
COLBY M. MAY*

* ALSO ADMITTED IN VIRGINIA

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WASHINGTON, D.C. 20005-1704
(202) 223-9013

RICHARD G. GAY
OF COUNSEL

TELECOPIER NO.
(202) 223-6882

June 1, 1987

RECEIVED

HAND DELIVER JUN - 1 1987

FCC
Office of the Secretary

Mr. William J. Tricarico
Secretary
Federal Communications Commission
Washington, D.C. 20554

RE: Annual Employment Report of The Trinity Broadcasting
Network, Inc. for KTBN-TV, Santa Ana, California

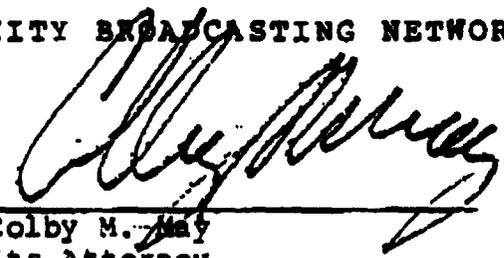
Dear Mr. Tricarico:

Filed herewith, in duplicate, on behalf of the referenced
licensee, is its 1987 Annual Employment Report (FCC Form 395).

If any questions should arise concerning this matter, kindly
contact the undersigned directly.

Respectfully submitted,

TRINITY BROADCASTING NETWORK,
INC.

By: 

Colby M. May
Its Attorney

CMM:gmcB78

xc: Jane Duff (For Public File)

JOSEPH E. DUNNE III
COLBY M. MAY

* ALSO ADMITTED IN VIRGINIA

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1156 - 15TH STREET, N.W.
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RICHARD G. GAY
OF COUNSEL
TELECOPIER NO.
(202) 223-8982

June 16, 1987

HAND DELIVERED RECEIVED

870616

FCC
FEE SECTION

William J. Tricarico
Secretary
Federal Communications Commission
Washington, D.C. 20554

RE: Trinity Broadcasting Network, Inc., Application for
Receive-Only Earth Station in Dover, Delaware, to be Used in
Conjunction with Low Power Television Station W67BG, Dover,
Delaware

Dear Mr. Tricarico:

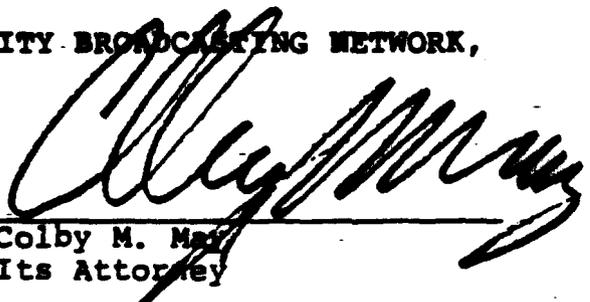
Filed herewith, in triplicate, on behalf of the Trinity Broadcasting Network, Inc., is an Application for a frequency cleared receive-only earth station to be operated in conjunction with its referenced facility. Please note that the necessary frequency coordination and interference analysis report, prepared by Comsearch, Inc., is submitted as part of this filing, as well as a completed Application For Radio Station License Under Part 25 of the rules (FCC Form 403).

If any questions should arise concerning this matter, kindly contact the undersigned directly.

Respectfully submitted,

TRINITY BROADCASTING NETWORK,
INC.

By:


Colby M. May
Its Attorney

CMM:gmcB78

xc: Mrs. Jane Duff

JOSEPH E. DUNNE III
COLBY M. MAY*

* ALSO ADMITTED IN VIRGINIA

MAY & DUNNE
CHARTERED
ATTORNEYS AT LAW
1156 - 15TH STREET, N.W.
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WASHINGTON, D.C. 20005-1704
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RECEIVED RICHARD G. GAY
OF COUNSEL

JUN 19 1987 TELECOPIER NO.
(202) 223-6882

FCC
Office of the Secretary

June 19, 1987

HAND DELIVER

Mr. William J. Tricarico
Secretary
Federal Communications Commission
Washington, D.C. 20554

RE: Trinity Broadcasting Network, Inc. Minor Modification of
LPTV Facility W43AN, Loveland, Colorado

Dear Mr. Tricarico:

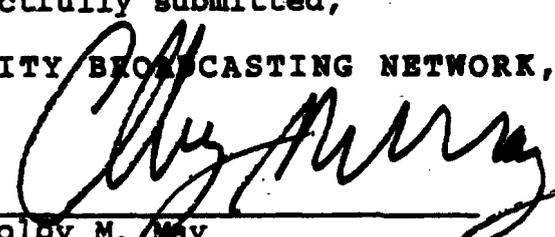
Filed herewith, in triplicate, on behalf of the Trinity Broadcasting Network, Inc., is a minor change application concerning the referenced LPTV facility. This application involves a channel change from channel 43 to channel 48, and is necessitated due to the cut-off status of the channel 50 full power applications in Denver, Colorado. Accordingly, this application is being submitted in compliance with the new standards enunciated by the Commission on February 27, 1987 in its Report and Order in MM Docket No. 86-286, FCC 87-44.

In addition, since the channel change requested in the attached application is defined as a "minor change" no fee is required.

If any questions should arise concerning this matter, kindly contact the undersigned directly.

Respectfully submitted,

TRINITY BROADCASTING NETWORK,
INC.

By: 

Colby M. May
Its Attorney

CMM:gmcB78
xc: Jane Duff

JOSEPH E. DUNNE III
COLBY M. MAY*

* ALSO ADMITTED IN VIRGINIA

MAY & DUNNE
CHARTERED
ATTORNEYS AT LAW
1156 - 15TH STREET, N.W.
SUITE 515
WASHINGTON, D.C. 20005-1704
(202) 223-9013

RICHARD G. GAY
OF COUNSEL
TELECOPIER NO.
(202) 223-8992

June 25, 1987

HAND DELIVER

RECEIVED
870625
FCC
FEE SECTION

Mr. William J. Tricarico
Secretary
Federal Communications Commission
Washington, D.C. 20554

RE: Assignment of LPTV Facility K65DJ, Redding, California From
Helzel and Schwarzhoff (Assignor) to the Trinity
Broadcasting Network, Inc. (Assignee)

Dear Mr. Tricarico:

Filed herewith, in triplicate, on behalf of the referenced
parties, is an assignment application (FCC Form 345) covering
LPTV facility K65DJ.

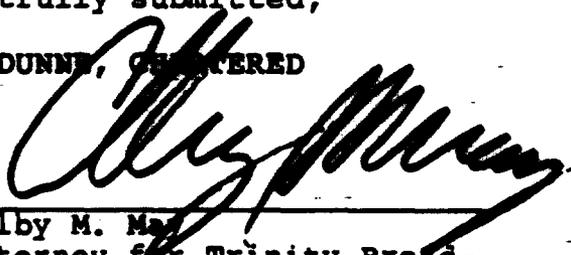
In addition, pursuant to Commission rule 1.1104 the required
filing fee of \$75.00 is attached.

If any questions should arise concerning this matter, kindly
contact the undersigned directly.

Respectfully submitted,

MAY & DUNNE, CHARTERED

By:


Colby M. May
Attorney for Trinity Broad-
- casting Network, Inc.

CMM:ncbB78

xc: Mrs. Jane Duff
Leo B. Helzel, Esq.

For Commission Use Only
File No.

APPLICATION FOR TRANSFER OF CONTROL OF A CORPORATE LICENSE OR PERMITTEE, OR ASSIGNMENT OF LICENSE OR PERMIT,
FOR AN FM OR TV TRANSLATOR STATION, OR A LOW POWER TELEVISION STATION
(Carefully read instructions before filling out Form — RETURN ONLY FORM TO FCC)

Section 1 Assignor/Transferor

1. Application for: (check only one box for A. and B.)

A. Consent to assignment

Consent to transfer of control

B. For a TV translator

Low power TV ~~station~~ construction permit

FM translator

2. Name of Assignor/Transferor

Street Address (or other identification)

Helzel and Schwarzhoff
5550 Redwood Road
Oakland, California 94619-3120

Telephone No.
(Include Area Code)

(415) 482-2900

City

State

ZIP Code

3. Authorization which is proposed to be assigned or transferred:

(a) Call letters

(b) Location

K65DJ

Redding, California

4. NOTE: Where the licenses or permits have been granted to entities claiming preferences in the lottery selection process, the license or permit must ordinarily be held for a period of at least one year from the beginning of program tests.

Is the assignor or transferor in compliance with this requirement?

YES NO

If No, attach as Exhibit No. _____ an appropriate showing. (See Section 73.3597 of the Commission's Rules)

5. Call letters of any auxiliary stations which are to be assigned:

NA

6. Attach as Exhibit No. 1 a copy of the contract or agreement to assign the property and facilities of the station. If there is only an oral agreement, reduce the terms to writing and attach. The material submitted must include the complete agreement between the parties.

7. State in the attached Exhibit No. _____ whether the assignor, or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of the assignor's stock has had any interest in or connection with any dismissed and/or denied application; or any FCC license that has been revoked.

N/A

The Exhibit should include the following information:

- (a) name of party with such interest;
- (b) nature of interest or connection, giving dates;
- (c) call letters or file number of application; or docket number;
- (d) location

57

8. Since the filing of the assignor's/transferor's last renewal application for the authorization being assigned or transferred, or other major application has an adverse finding been made, a consent decree been entered or adverse final action been approved by any court or administrative body with respect to the assignor/transferor or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor's/transferor's stock, concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to the following: any felony, lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination?

YES NO

If Yes, attach as Exhibit No. _____ a full description, including identification of the court or administrative body, proceeding by file number, the person and matters involved, and the disposition or current status of the matter.

CERTIFICATION

Has or will the assignor/transferor comply with the public notice requirement of Section 73.3580 of the rules?

YES NO

The ASSIGNOR/TRANSFEROR acknowledges that all its statements made in this application and attached exhibits are considered material representations, and that all of its exhibits are a material part hereof and are incorporated herein.

The ASSIGNOR/TRANSFEROR represents that this application is not filed by it for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict.

In accordance with Section 1.65 of the Commission's Rules, the ASSIGNOR/TRANSFEROR has a continuing obligation to advise the Commission, through amendments, of any substantial and significant changes in the information furnished.

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT
U.S. CODE, TITLE 18, SECTION 1001

I certify that the assignor's/transferor's statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Signed and dated this 23 day of June, 1987

HELZEL and SCHWARZHOFF

Name of Assignor/Transferor


Signature Leo B. Helzel

General Partner

Title

EXHIBIT 1

ASSET PURCHASE AGREEMENT

This Agreement dated this 30 day of April, 1987, by and between: (1) Helzel and Schwarzhoff (herein referred to as "Seller"), and (2) Trinity Broadcasting Network, Inc., a nonprofit California corporation (herein referred to as "Buyer").

W I T N E S S E T H

WHEREAS, Seller holds a valid, current, and unexpired construction permit issued by the Federal Communications Commission (herein referred to as "FCC" or "Commission") to construct and operate a low power television station on Channel 65 (MHz), Redding, California (FCC File Number BPTTL-840306MS) herein referred to as "Station"); and

WHEREAS, Seller is desirous of selling and assigning Station to Buyer, and Buyer is desirous of buying and acquiring Station from Seller;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and covenants contained herein, Buyer and Seller, intending to be legally bound, hereby agree as follows:

1. Assets Sold and Purchased. Subject to the approval of the FCC and to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to purchase the following assets, all of which Seller agrees are free and clear of any and all liens and encumbrances of any nature whatsoever:

a. FCC Authorizations. All FCC authorizations and applications for construction and operation of Station as listed

in Exhibit A.

b. Technical Data. All Seller's schematics, blueprints, engineering data, and other technical information pertaining to the construction and/or operation of the Station.

c. Cash and Accounts Receivable. No cash, bank deposits, or accounts receivable of Seller are to be sold or assigned hereunder; and the same are expressly excluded from this Agreement.

d. Leases. Seller's rights for the antenna/transmitter site specified for the Station (Exhibit B).

2. Amount of Purchase Price. In consideration for the sale, assignment, and conveyance to it of the assets listed above, Buyer agrees to pay Seller Eight thousand dollars
(\$ 8000.00), or such lesser amount as the FCC may approve, subject to the below listed prorations and adjustments:

a. Taxes. All federal, state, and local taxes, if applicable to the purchase and sale contemplated hereby, shall be borne by Seller.

b. Prorations. Any and all taxes and assessments of any nature and kind, if any, shall be prorated as of 12:00 midnight of the Closing Date.

c. Transmitter Site. In the event Seller is unable to provide, for whatever reason, the assignment of its lease, purchase or title rights in the antenna transmitter site specified in the Station's construction permit (Exhibits A and B), or in the event said antenna transmitter site is

unavailable, unsuitable or unuseable for construction of the Station, for any reason whatsoever, the Buyer shall have the option, to be exercised in its sole discretion, to either: (a) pay one third (1/3) of the purchase price (i.e. 33.33% of \$ 8000.00 equals \$ 2,666.40), or (b) cancel this Agreement and thereby extinguish any and all rights, or obligations either party has to the other. For purposes of this subparagraph 2.c., the determination that the Station's antenna/transmitter site is unsuitable or unuseable, for whatever reason, shall be solely that of Buyer.

3. Payment of Purchase Price. The purchase price specified in paragraph 2 above shall be payable in cash on the Closing Date.

4. FCC Approval.

a. FCC Approval Required. Consummation of the purchase and sale provided for herein is conditioned upon the FCC having given its consent in writing, without any condition materially adverse to Buyer, to the assignment from Seller to Buyer of all FCC authorizations of Seller relating to the construction and operation of the Station, and said consent having become final. For the purposes of this Agreement, such consent shall be deemed to have become final after it is granted and published and when the time for administrative or judicial review has expired and when the time for the filing of any protest, petition to deny, request for stay, petition for rehearing, or appeal of such order has expired and no protest, petition to deny, request for stay, petition for rehearing or

appeal is pending. The parties may mutually agree to waive the requirement that said consent shall have become final.

b. Filing of Application. The parties agree to proceed as expeditiously as practical, to file or cause to be filed an application requesting FCC consent to the transaction herein set forth, and to file said application (i.e., FCC Form 345) with the FCC not later than twenty (20) days after the date of this Agreement. The parties agree that said Application will be prosecuted in good faith and with due diligence. Each party will be solely responsible for the expenses incurred by it in the preparation, filing, and prosecution of the assignment application, and all fees paid to the FCC in connection with the assignment of Station's authorizations from Seller to Buyer, if any, will be borne equally by Seller and Buyer.

5. Closing Date and Place. The Closing shall take place within twenty (20) days of the date of the Commission's consent to the assignment of Station to Buyer becomes final (as defined in paragraph 4.a., herein), provided the conditions specified in this Agreement shall have been met, such date to be mutually agreed on by the parties, but within the effective period of the Commission's consent (the "Closing Date"). The Closing will take place at the offices of Colby M. May, Esq., 1156 15th Street, N.W., Suite 515, Washington, D.C. 20005, or at such other place as Buyer and Seller may select.

6. Seller's Representations and Warranties. Seller represents, warrants, and covenants as follows:

a. Organization and Standing of Seller. Seller is a

citizen of the United States, of the legal age to contract, and the holder of a valid, issued and unexpired construction permit from the FCC for the Station.

b. Seller's Authority. Except as specifically stated in this Agreement, Seller has full power and authority to sell, transfer, assign, and convey all property herein being sold and assigned.

c. Seller Holds Current And Valid FCC Authorizations. Seller has the power and authority to own, construct, and operate the Station and the business and properties related thereto and holds, and on the Closing Date will hold, current and valid authorizations from the FCC which are necessary for Seller to own, construct, and operate the Station. No action or proceeding is pending or, to the knowledge of the Seller, threatened, or on the Closing Date will be threatened or pending, before the FCC or other governmental or judicial body, for the cancellation, or material and adverse modification, of Station's authorizations.

d. No Material Default in Contractual Commitments. Seller is not, and on the Closing Date will not be, in material default of any contractual commitment to which it is a party, or by which it is bound, and which is to be assigned to and assumed by Buyer.

e. Good Title to Properties. Seller has, and on the Closing Date will have, clear title and ownership, free of all liens, encumbrances or hypothecations, of all assets and property being assigned to Buyer hereunder.

f. Claims and Litigation. There is no claim or litigation or proceeding pending or, to Seller's knowledge, threatened which affects the title or interest of Seller to or in any of the property or assets intended to be sold, assigned, and conveyed hereunder, or which would prevent or adversely affect the ownership, construction, use, or operation of the Station by Buyer.

g. Lease Rights. Seller represents and warrants that he has, and on the Closing Date will have, the right to: (a) construct and/or place the television antenna and all related equipment for the Station on the antenna tower or property identified in the Station's construction permit (Exhibits A & B), and (b) construct and/or place the television transmitter and all related equipment for the Station in an existing structure on or near the antenna tower or on the property specified in the Station's construction permit (Exhibits A & B).

h. Disclosure. No representation or warranty made by Seller in this Agreement, or any statement or certificate furnished to or to be furnished by the Seller to Buyer pursuant hereto, or in connection with the transactions contemplated hereby contains, or will contain any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

7. Buyer's Representations and Warranties. Buyer represents, warrants, and covenants to Seller as follows:

a. Buyer's Organization and Standing. Buyer is a non-profit corporation duly organized and validly existing and in good standing under the laws of the State of California, and possesses all corporate power necessary to construct, own, and operate Station and carry out the provisions of this Agreement.

b. Buyer's Authority. The execution and delivery of this Agreement and the consummation of the purchase of Station provided for herein have been duly and validly authorized by Buyer's board of directors, which possesses the authority under Buyer's articles of incorporation and bylaws to grant such authorization.

c. Disclosure. No representation or warranty made by Buyer in this Agreement, or any statement or certificate furnished to, or to be furnished by, Buyer to Seller pursuant hereto, or in connection with the transaction contemplated hereby, contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

8. Risk of Loss. Risk of loss, damage, or destruction to the property to be sold and conveyed hereunder shall be upon the Seller until Closing Date, and thereafter upon the Buyer.

9. Access to Information. Seller shall accord access, during normal business hours prior to Closing, to Buyer or its designated representative to review Seller's physical properties, contracts to be assumed by Buyer, and accounting records which pertain exclusively to Station.

10. Brokers. Buyer and Seller hereby represent and warrant to the other that neither is bound or obligated to pay any sales commission, brokers or finders fees in connection with the transaction contemplated herein.

11. Indemnification by Seller. Seller shall indemnify and hold harmless Buyer against and in respect of:

a. Operations Prior to Closing. Any and all liabilities, obligations, claims, and demands arising out of: the right to construct, own, or operate the Station (including, but not limited to, claims related to compliance with FCC rules and regulations), any breach by Seller of this Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Seller herein.

b. Defense. Should any claim covered by the foregoing indemnity be asserted against Buyer, Buyer shall notify Seller promptly and give it an opportunity to defend the same and Buyer shall extend reasonable cooperation to Seller in connection with such defense. In the event that Seller fails to defend the same within a reasonable time, Buyer shall be entitled to assume, but need not assume, the defense thereof and Seller shall be liable to repay Buyer for all damages suffered by Buyer and all of its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney fees and settlement payments).

12. Indemnification by Buyer. Buyer shall indemnify and hold harmless Seller against and in respect of:

a. Operations after Closing. Any and all

liabilities, obligation, claims, and demands arising after the Closing Date out of the construction or operation of the Station, the breach or non-performance by Buyer of contractual commitments assumed by Buyer hereunder, or any other operations of Buyer after the Closing Date, or any breach by Buyer of this Agreement or any inaccuracy in or breach by Buyer of this Agreement or any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.

b. Defense. Should any claim covered by the foregoing indemnity be asserted against Seller, Seller shall notify Buyer promptly and give it an opportunity to defend the same, and Seller shall extend reasonable cooperation to Buyer in connection with such defense. In the event Buyer fails to defend the same within a reasonable time, Seller shall be entitled to assume, but need not assume, the defense thereof, and Buyer shall be liable to repay Seller for all damages suffered by Seller and all its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney's fees and settlement payments).

13. Conditions Precedent to Buyer's Obligation to Close. Buyer shall not be obligated to close under this Agreement unless and until the following conditions have been met:

a. The FCC shall have given its consent to the assignment of FCC authorizations to construct and operate the Station from Seller to Buyer and said consent shall have become final as set forth in paragraph 4.a. herein.

b. Seller shall have performed and complied with

all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or as of the Closing Date.

c. Seller shall hold a valid, current, and unexpired construction permit for the Station.

d. The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

14. Conditions Precedent to Seller's Obligation to Close.

Seller shall have no obligation to close this Agreement unless and until the following conditions precedent are met:

a. The FCC has given its consent to the assignment of the FCC authorizations to construct and operate the Station from Seller to Buyer and said consent shall have become final as set forth in paragraph 4.a. herein.

b. The representations and warranties of Buyer as set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

c. Buyer shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or at the Closing Date.

15. Buyer's Performance at Closing. At the Closing, Buyer will:

a. Pay to Seller the purchase price as described

and/or calculated in paragraph 2 herein.

b. Deliver to Seller such instruments as Seller may reasonably require in order to consummate the transactions provided for in this Agreement.

c. Deliver to Seller a certified copy of a resolution of Buyer's board of directors authorizing the consummation of the transactions provided for in this Agreement.

16. Seller's Performance at Closing. At the Closing, Seller shall:

a. Deliver to Buyer the FCC authorizations listed in Exhibit A, together with such assignments of the same as Buyer may reasonably require.

b. Deliver to Buyer such assignments and further instruments of conveyance as Buyer may reasonably require to effectuate the assignment from Seller to Buyer of the Station and assets being transferred and assigned herein, including the lease rights specified in Exhibit B.

17. Survival of Warranties. All representations, warranties, and covenants made by the parties in this Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement and shall survive the Closing and remain operative in full force and effect regardless of any investigation at any time made by either and shall not be deemed merged into any document or instrument executed or delivered at the Closing.

18. No Assignment. This Agreement may not be assigned

by Buyer without Seller's prior written consent.

19. Term.

a. Term of Agreement. This Agreement shall be in effect for a term commencing on the date of this Agreement and terminating at 12:00 midnight eighteen (18) months later. In the event the Closing of this transaction shall not take place within the time limit hereinabove set forth solely by reason of the inability of Seller or Buyer to provide the various consents and approvals as set forth in paragraph 4 herein, then this Agreement shall automatically terminate and both parties shall be relieved of any further liability or obligations hereunder.

b. Termination on Notice for Hearing. If the Commission designates the application contemplated by this Agreement for hearing by action no longer subject to reconsideration, either party shall have the option of terminating this Agreement by written notice to the other party prior to the commencement of the hearing, and in such an event this Agreement shall terminate at the option of either party and both parties shall then be relieved of any further liability or obligations hereunder.

20. Specific Performance. The parties recognize the uniqueness of the Station and the assets, authorizations, and attributes that are associated with its operation, and for that reason agree that Buyer shall have the right to specific performance of this Agreement upon default of Seller. Election by Buyer of this equitable right of specific

performance shall not be in lieu of any claim to damages.

21. Notices. Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing, sent by certified or registered mail, postage prepaid, or by prepaid telegram, confirmed by mail, as follows:

If to Seller: Dale L. Schwarzhoff
5550 Redwood Road
Oakland, CA 94619-3120

With Copy to: _____

If to Buyer: Mr. Paul F. Crouch, President
Trinity Broadcasting Network, Inc.
P.O. Box C-11949
Santa Ana, CA 92711

With Copy to: Colby M. May, Esq.
1156 15th Street, N.W.
Suite 515
Washington, D.C. 20005

or to such other addresses as either party may designate from time to time by written notice to the other party.

22. 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.

23. Construction. This Agreement shall be construed and enforced in accordance with the laws of the State of

California.

24. 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, termination, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

25. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement.

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

SELLER:

HELZEL AND SCHEINERZOFF

By: Leo R. Helzel, General Partner
LEO R. HELZEL

WITNESS:

By: Jean Skye

BUYER:

By: Philip Crouch
Philip Crouch - Vice President

WITNESS:

By: Jane Puff