

GLENDALE BROADCASTING COMPANY

EXHIBIT NO. 65

MM DOCKET NO. 93-75

AGREEMENT TO PROVIDE
BUSINESS SERVICES

This Agreement is entered this 2 day of Jan,
1991 between TRINITY CHRISTIAN CENTER OF SANTA ANA, INC. dba
TRINITY BROADCASTING NETWORK ("TBN") and National Management
Eastland ("Company").

I

PARTIES TO THIS AGREEMENT

In order to properly conduct its business, Company hereby employs TBN to provide the services described in Section II hereinbelow. TBN's staff consists of personnel that are experienced and qualified to perform such services.

II

SERVICES TO BE PERFORMED

TBN agrees to provide bookkeeping and accounting services for Company, with the assistance of independent Certified Public Accountants, attorneys and consultants that TBN will engage as required. Such services shall include the preparation of Company's payroll, financial statements, federal and state income tax returns and reports, purchasing requirements as assigned to TBN, data processing and the servicing of Company's accounts payable. TBN agrees to provide Company with oral and written reports regarding such services as may be reasonably required by Company.

III

PAYMENT FOR SERVICES

In consideration of such services, Company agrees to pay TBN \$ 422.50 per month commencing Jan 2 91, 1991. In addition to such payments, Company agrees to provide TBN with such funds as may be necessary for the payment of fees required by governmental agencies, the payment of Company's payroll including all amounts Company is required to withhold and the payment of Company's accounts payable.

**AGREEMENT TO PROVIDE
BUSINESS SERVICES**

IV

TERM

This Agreement shall terminate on December 31,
19 94, unless terminated prior thereto pursuant to thirty (30)
days written notice from one party to the other.

V

CONFIDENTIALITY

The parties agree that all information and documents provided to TBN by Company shall be confidential and shall be provided to government agencies and third parties only as is reasonably required for the performance of this Agreement.

VI

INDEPENDENT CONTRACTOR

TBN shall perform the services described in this Agreement as an independent contractor.

Each party agrees to indemnify and hold the other harmless with respect to claims, suits or liabilities arising out of the conduct, omissions or performance of this Agreement by the other party.

VII

ENTIRE AGREEMENT

This contract expresses the entire Agreement between the Company and TBN regarding this matter. This Agreement can only be modified with another written agreement signed by both the Company and TBN. This Agreement shall be binding upon both the Company and TBN and their respective legal representatives and successors in interest.

**AGREEMENT TO PROVIDE
BUSINESS SERVICES**

VIII

LEGAL FEES

If either party brings a law suit in order to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which party may be entitled.

"TBN"

TRINITY CHRISTIAN CENTER OF SANTA
ANA, INC. dba TRINITY BROADCASTING
NETWORK

By

Allen Gower

"Company"

National Ministry of W

By

Jane Huff

GLENDALE BROADCASTING COMPANY

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ANNUAL MEETING OF NATIONAL MINORITY T.V., INC.

The annual meeting of NATIONAL MINORITY T.V., INC. was held on January 21, 1991 at Tustin, California pursuant to written notice. All directors were present except for Phil Aguilar. Paul Crouch represented Rev. Aguilar with a proxy.

The board received a report from Jim McClellan, Station Manager for Portland.

The film CHINA CRY received a great response from all denominations.

Approximately 146 prayer partners are active volunteers.

Equipment for the studio is still in process.

The President reported that he will appear at a bankruptcy proceeding in Wilmington, Delaware on the 29th of January regarding the possible acquisition of Channel 61, which reaches Wilmington and Philadelphia. It was moved, seconded and passed that the President be authorized to bid up to \$4,000,000 for said station and its equipment.

It was noted that the corporation's Midland/Odessa station is in the process of being sold to Prime Time Christian T.V., Inc. The F.C.C. is considering the transfer of the station now.

A housing allowance for Jim McClellan was considered. After considering his needs, the sum of \$15,000 per annum was approved.

The current officers and directors were also elected to new terms.

The meeting then adjourned.

Dated:

2-6-91


JANE DUFF, Secretary

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GLENDALE BROADCASTING COMPANY

EXHIBIT NO. 67

MM DOCKET NO. 93-75

SPECIAL MEETING

NATIONAL MINORITY TV, INC.

A special meeting of National Minority TV, Inc. was held April 5, 1991 and the following resolutions were adopted:

RESOLVED, that Jane Duff, a Director of National Minority TV, Inc. ("NMTV"), is hereby authorized to sell and assign, on behalf of NMTV, to Prime Time Christian Broadcasting, Inc. ("Prime Time"), its operating license issued by the Federal Communications Commission for television broadcast station KMLM (TV), Odessa, Texas, and certain assets of KMLM (TV), upon the terms and conditions set forth in the December 4, 1991 Asset Purchase Agreement between NMTV and Prime Time.

BE IT FURTHER RESOLVED, that all of the actions undertaken by Jane Duff and/or Paul F. Crouch on behalf of NMTV concerning the negotiation, execution and delivery of the December 4, 1991 Asset Purchase Agreement are hereby confirmed, and adopted by NMTV.

Dated: 4-5-91



JANE DUFF

APPROVED BY ABSENT DIRECTOR

Phil Aguilar hereby consents to and confirms the above meeting and the resolutions adopted at said meeting.

Dated: 4-16-91



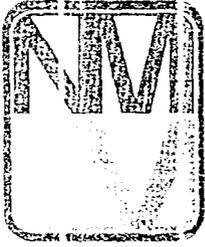
PHIL AGUILAR

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GLENDALE BROADCASTING COMPANY

EXHIBIT NO. 68

MM DOCKET NO. 93-75



**NATIONAL
MINORITY
TELEVISION
INC.**

P.O. Box C-11949, Santa Ana, CA 92711

June 19, 1991

Pastor Phil Aguilar
220 N. Anaheim Blvd
Anaheim, CA 92805

Dear Pastor Phil:

We hope you can join us on Thursday, June 27th, at 2:00 p.m. in Mr. Crouch's office for a board meeting. We are planning to discuss some important items and we feel that it would be very important for you to join us.

Sincerely,

JANE DUFF
Director

JD sd

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GLENDALE BROADCASTING COMPANY

EXHIBIT NO. 69

MM DOCKET NO. 93-75

Special Meeting
of
National Minority T.V. Inc.

A special meeting of National Minority T.V. Inc. was held on June 27, 1991. All directors were in attendance and consented to the meeting.

The President reported on the status of our application for a station in Wilmington, Delaware. Opposition to the transfer of the license to operate the station has been filed with the F.C.C., but our F.C.C. counsel feels our position is strong. A September deadline for closing the transaction is included in the purchase contract. Colby May is attempting to obtain an extension.

The board discussed the Portland station. The studio is completed and we should be able to produce live programming by this fall. The station manager will create programming for national broadcasts once local Portland programming begins.

Jane Duff reported that five applications for low power stations are pending before the F.C.C. The locations of the low power stations are in Amarillo, Texas; Charleston, West Virginia; Prescott, Arizona and Wichita Falls, Texas.

Jane Duff reported the transfer of our Midland/Odessa station closed on April 5, 1991 with no problems.

A motion by was made by Phil Aguilar and seconded by Jane Duff to memorialize the corporation's reimbursement policy for business expenses. The following motion was then made, seconded and passed:

WHEREAS, it has heretofore been corporate policy to reimburse employees for verifiable business expenses;

WHEREAS, the memorialization of such policy in writing will clarify the terms and conditions of such policy for all concerned;

NOW, THEREFORE, BE IT RESOLVED, that it is corporate policy to reimburse employees for reasonable business expenses which are verified by some other acceptable means if written documentation is lost or otherwise not available;

BE IT FURTHER RESOLVED, that such verification must specify the date, the amount and the business nature of the expense;

BE IT FURTHER RESOLVED, that such reimbursement must all times be within applicable rules and regulations of the Internal Revenue Service and/or applicable state rules and regulations;

RESOLVED FURTHER, that application for reimbursement must be made within a reasonable time which shall not exceed sixty (60) days of the expenditure; and

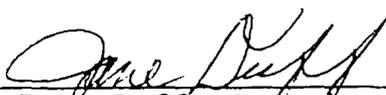
RESOLVED FURTHER, that any excess reimbursements shall be repaid by the employee within one hundred and twenty (120) days.

The board considered a financial statement for 1990. Income was \$1,187,258.21 and expenses were \$695,443.18, for a total gain of \$491,855.03. The statement was approved.

A separate 1991 statement for the Portland station through May 1991 was considered. It revealed income of \$454,948.99 with expenses of \$68,022.18.

The meeting then adjourned.

Dated: 7-2-91



Jane Duff, Secretary

GLENDALE BROADCASTING COMPANY

EXHIBIT NO. 70

MM DOCKET NO. 93-75

ACTION BY UNANIMOUS
WRITTEN CONSENT

The undersigned, being all of the directors of National Minority TV, Inc., take the following action by unanimous written consent.

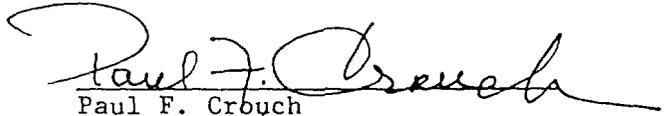
RESOLVED, any of the officers of this corporation are authorized and empowered to borrow up to Four Million Dollars (\$4,000,000.00) in behalf of this corporation for the purchase of the licenses and the assets of television station WTGI in Wilmington, Delaware and for the initial operation of said television station upon such terms and conditions that they deem to be commercially reasonable.

RESOLVED FURTHER, that any one of the following corporate officers are authorized to sign documents evidencing said loan or in connection with said loan as well as all the documents required to complete the purchase of the licenses and the assets of television station WTGI in Wilmington, Delaware:

1. Paul F. Crouch;
2. Jane Duff; or
3. Phillip Aguilar.

RESOLVED FURTHER, that in particular, any one of said officers are authorized and empowered to execute and deliver contracts, loan documents, promissory notes, applications, security agreements, mortgages, receipts, assignments and such other documents that they deem necessary and appropriate to obtain said loan to complete the acquisition of the licenses and assets of television station WTGI in Wilmington, Delaware.

Dated: 8/23/91


Paul F. Crouch

Dated: 8/26/91


Jane Duff

Dated: 8/26/91


Phillip Aguilar

GLENDALE BROADCASTING COMPANY

EXHIBIT NO. 71

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SECURED PROMISSORY NOTE

\$4,000,000.00

AUGUST 13, 1991

1. FOR VALUE RECEIVED, National Minority T.V., Inc., a California nonprofit corporation (herein "Debtor"), promises to pay to Trinity Christian Center of Santa Ana, Inc., dba Trinity Broadcasting Network, a California nonprofit corporation (herein "Creditor"), the sum of FOUR MILLION DOLLARS (\$4,000,000.00), plus interest accruing at the rate of Five percent (5%) per annum, in one hundred twenty (120) monthly payments, beginning with 9th Dec 15, 1991 and ending Nov 15, 2001, with any unpaid balance of principal and interest to be paid in full to 9th Creditor by Debtor on Nov 15, 2001. Each of the monthly payments to be made by Debtor to Creditor shall be equal to Thirty Percent (30%) of the identifiable, and unrestricted and undesignated donations and contributions received by Creditor from the zip code area within the service contours of Debtor Wilmington, Delaware. If Debtor's payment in any month is insufficient to cover the then due principal and interest, then any deficit shall be added back to the principal and accrue interest at the rate of Five percent (5%) per annum.

2. This Note is evidence of an indebtedness associated with the purchase of the tangible assets and equipment of television station WTGI, Wilmington, Delaware by Debtor.

This Note is secured by the following as Creditor's security

Secured Promissory Note
Between National Minority
T.V., Inc. and Trinity
Christian Center of Santa Ana, Inc.

for payment of said indebtedness (hereinafter "Collateral"):

- (a) The assets, equipment and material, deposits, accounts and the additional assets, equipment and material, deposits and accounts which Debtor has acquired, or hereafter acquires, for the construction and/or operation of station WTGI, Wilmington, Delaware; and
- (b) Security Agreements and Financing Statements of even date.

3. Should Debtor fail to pay this Note as the same becomes due and payable in accordance with Paragraph 1 of this Note, then Creditor may sell, liquidate or draw down all or any part of the collateral with ten (10) days written notice to Debtor. Any late payments hereunder shall also bear interest at the rate of Five Percent (5%) per annum from the date due until the date paid to Creditor.

4. Should Debtor fail to pay this Note as any installment becomes due and payable in accordance with Paragraph 1 of this Note, or if Debtor defaults as described in Paragraph 7, then Creditor can sell all or any part of the Collateral on an open market through a broker or at public or private sale. Creditor may purchase the Collateral at such sale, free of any claims that Debtor may have on it. Creditor may also take any and all other