

DISK FILE COPY ORIGINAL

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GLENDALE BROADCASTING COMPANY

EXHIBIT NO. 32

MM DOCKET NO. 93-75

SPECIAL MEETING
OF BOARD OF DIRECTORS OF
TRANSLATOR T.V., INC.

A special meeting of the Board of Directors of TRANSLATOR T.V., INC. was held on February 2, 1987 with all directors participating.

Pursuant to unanimous vote it was moved, seconded and passed that the following resolution be adopted:

RESOLVED, that Article I of the Articles of Incorporation of this corporation be amended to read as follows:

The name of this corporation is NATIONAL
MINORITY T.V., INC.

The meeting then adjourned.

Dated: _____

2/10/87



TERRY HICKEY, Secretary

Federal Communications Commission

Becker No. 9743 Exhibit No. 66 32

Presented by Cohen

Disposition	}	Identified	<u>12-3-53</u>
		Received	<u>12-3-53</u>
		Rejected	<u> </u>

Reporter A. Williams

Date 12-3-53

GLENDALE BROADCASTING COMPANY

EXHIBIT NO. 33

MM DOCKET NO. 93-75

FEDERAL COMMUNICATIONS COMMISSION

Docket No. _____ Exhibit No. _____

Presented by _____
Identified _____

Disposition: Received _____
Rejected _____

Reporter _____

Date _____

SPECIAL MEETING
TRANSLATOR T.V., INC.

A special meeting of Translator T.V., Inc. was held on February 2, 1987 with all directors present.

The following resolution was unanimously adopted:

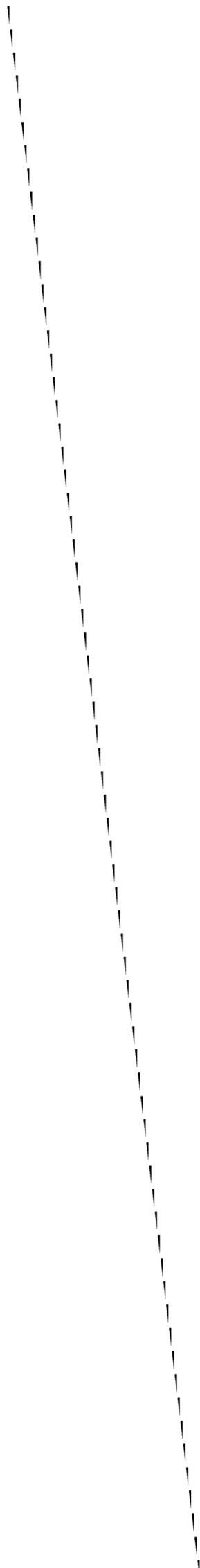
RESOLVED, THAT Article I of the Articles of Incorporation of this corporation be amended to read as follows:

The name of this corporation is NATIONAL MINORITY
T.V., INC.

The meeting then adjourned.



Jane Duff



GLENDALE BROADCASTING COMPANY

EXHIBIT NO. 34

MM DOCKET NO. 93-75

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION
OF
TRANSLATOR T.V., INC.

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
FEB 23 1987
MARCH FONG EU, Secretary of State

PAUL F. CROUCH and TERRY HICKEY certify:

1. That they are the President and Secretary, respectively, of TRANSLATOR T.V., INC., a California non-profit corporation.
2. That at a meeting of the Board of Directors of said corporation held on February 2, 1987, the following resolution was unanimously adopted:

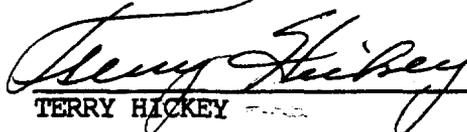
RESOLVED, that Article I of the Articles of Incorporation of this corporation be amended to read as follows:

The name of this corporation is NATIONAL
MINORITY T.V., INC.

3. That the number of directors who voted affirmatively for the adoption of said resolution is three and the number of directors constituting a quorum is two.
4. The corporation has no members.

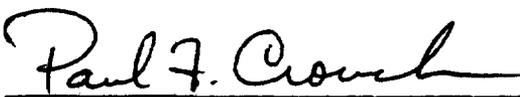


PAUL F. CROUCH

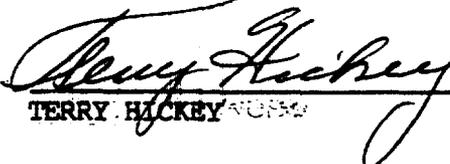


TERRY HICKEY

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing Certificate are true and correct. Executed at Tustin, California on the 10th day of February, 1987.



PAUL F. CROUCH



TERRY HICKEY

-w 52110
BRC-

52109

GLENDALE BROADCASTING COMPANY

EXHIBIT NO. 35

MM DOCKET NO. 93-75

FEDERAL COMMUNICATIONS COMMISSION

Docket No. _____ Exhibit No. _____

Presented by _____
Identified _____

Disposition: Received _____
Rejected _____

Reporter _____

Date _____

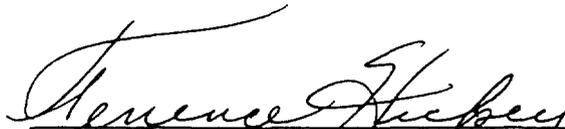
ACTION BY WRITTEN CONSENT
OF BOARD OF DIRECTORS OF
TRANSLATOR T.V., INC.

The undersigned, being all of the directors of TRANSLATOR T.V., INC., hereby take the following action by written consent as of February 8, 1987.

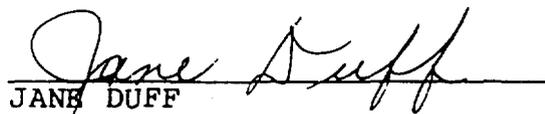
RESOLVED, Jane Duff is hereby elected to the position of Assistant Secretary.



PAUL F. CROUCH



TERENCE HICKEY



JANE DUFF

GLENDALE BROADCASTING COMPANY

EXHIBIT NO. 36

MM DOCKET NO. 93-75

FEDERAL COMMUNICATIONS COMMISSION	
Docket No. _____	Exhibit No. _____
Presented by _____	_____
Identified _____	_____
Disposition: Received _____	_____
For noted _____	_____
Reporter _____	_____
Date _____	_____

JOSEPH E. DUNNE
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.
1021 955-9595
CAP NET NO.
1021 296-0410

February 3, 1987

HAND DELIVER

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

RE: Assignment of Television Channel 42, Odessa, Texas From
Alfred H. Roever, III (Assignor), to National Minority TV,
Inc. (Assignee)

Dear Mr. Tricarico:

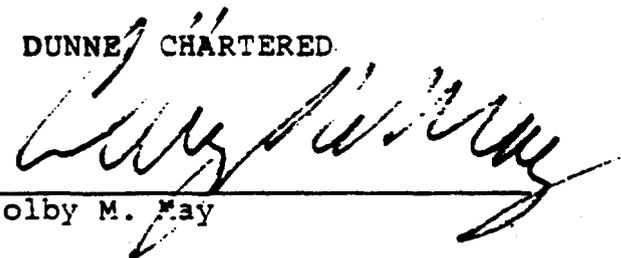
Filed herewith, in triplicate, on behalf of the referenced parties, is an application seeking assignment (FCC Form 314) of television Channel 42, Odessa, Texas from Alfred H. Roever, III (Assignor) to National Minority TV, Inc. (Assignee).

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

Respectfully submitted,

MAY & DUNNE, CHARTERED

By:


Colby M. May

CMM:ncbB58

xc: Mrs. Jane Duff

Alfred H. Roever, III (For Public File)

25100

2

Commission Use Only

No.

United States of America
Federal Communications Commission
Washington, D.C. 20554

Approved by OMB
3150-0021
Expires 3/31/80

APPLICATION FOR CONSENT TO ASSIGNMENT OF BROADCAST STATION CONSTRUCTION PERMIT OR LICENSE
(Carefully read instructions before filling out form — RETURN ONLY FORM TO FCC)

Section I

GENERAL INFORMATION

Part I — Assignor

1. Name of Assignor

Alfred H. Roever, III

Street Address

City

9 2 5 R E D O A K

A Z L E

State

Zip Code

Telephone No.

(Include area code)

T X

7 6 0 2 0

Authorization which is proposed to be assigned

(a) Call letters

Location

Channel 42

Odessa, Texas

(b) Has the station commenced its initial program tests within the past twelve months?

YES NO

If yes, was the initial construction permit granted after comparative hearing?

YES NO

N/A

If yes, attach as Exhibit No. _____ the showing required by Section 73.3597.

3. Call letters of any Remote Pickup, STL, SCA, or other stations which are to be assigned:

N/A

4. Is the information shown in assignor's Ownership Reports (FCC Form 323 or 323-E) now on file with the Commission true and correct as of this date?

YES NO

If No, attach as Exhibit No. _____ an Ownership Report supplying full and up-to-date information.

5. 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.

6. State in Exhibit No. N/A 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: (a) have any interest in or connection with an AM, FM or television broadcast station; or a broadcast application pending before the FCC; or (b) has had any interest in or connection with any dismissed and/or denied application; or any FCC license which has been revoked.

The Exhibit should include the following information: (i) name of party with such interest; (ii) nature of interest or connection, giving dates; (iii) call letters or file number of application; or docket number; (iv) location.

25101

—Assignor

7. Since the filing of the assignor's last renewal application for the authorization being assigned, 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 or any partner, officer, director, member of the assignor's governing board or any stockholder owning 10% or more of assignor'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

N/A

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 of litigation.

SECTION VI

Part I - Assignor

ASSIGNOR'S CERTIFICATION

1. Has or will the assignor comply with the public notice requirement of Section 73.3580 of the Rules? YES NO

The ASSIGNOR 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 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 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 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 29 day of January, 1987.

ALFRED H. ROEVER, III

Name of Assignor


Signature

OWNER

Title

EXHIBIT :

ALFRED H. ROEVER III

PURCHASE AGREEMENT

This agreement dated this ____ day of _____, 198__, by and between: (1) Alfred H. Roever, III, an individual residing in Odessa, Texas (herein referred to as "Seller"), and (2) Translator TV, Inc., a nonprofit California corporation (herein referred to as "Buyer").

W I T N E S S E T H

WHEREAS, Seller holds an authorization issued by the Federal Communications Commission (herein referred to as "FCC" or "Commission") to construct and operate a full power television station on Channel 42, Odessa, Texas (FCC File Number BPCT-840920KN, 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. Construction Permit and 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:

a. FCC Authorizations. All FCC authorizations and applications for construction and operation of Station as listed in Exhibit A, including the sale and transfer of all of

Seller's right, title and interest in and to any call letters used by the Station.

b. Intangibles. All trademarks, service marks, copyrights, common law property rights, and other intangible personal property owned by Seller and used by it in connection with the construction and/or operation of Station.

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

d. Antenna/Transmitter Site. All of Seller's rights and interests in the antenna/transmitter site approved by the FCC for the station, as specified in Exhibit B.

2. Amount of Purchase Price.

a. Cash Payment. In consideration for the sale and assignment of the Station and assets listed above, Buyer agrees to pay Seller Twelve Thousand Five Hundred Dollars (\$12,500.00), or such lesser amount as the FCC may approve, subject to the following prorations, adjustments, and conveyance cost:

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

ii. Prorations. All real and personal property taxes and assessments, if any, shall be prorated as of 12:00 midnight of the Closing Date.

b. Program Time. Seller shall also have the right to program one (1) hour of broadcast time a day free of charge for a period of one year after the Station begins operation in accordance with Commission Rule 73.1620, 47 C.F.R. § 73.1620. Said one (1) hour of broadcast time will be scheduled at a mutually agreed upon time between Seller and Buyer, and all programming provided by Seller for broadcast over the Station during this one hour of program time shall be in compliance with all of Buyer's quality and technical standards. The program time provided here is intended for Seller's use only, and it may not be assigned or used by any other entity without the prior written approval of Buyer.

3. Payment of Purchase Price. The Purchase Price specified in paragraph 2.a. above shall be paid by Buyer to Seller in cash, or by cashier's check, on the Closing Date specified in paragraph 5, infra; and by providing the program time specified in paragraph 2.b. above.

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 rehearing, request for stay, petition for rehearing, or appeal is pending.

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 314) with the FCC not later than thirty (30) 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 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. Standing of Seller. Seller is above the age of majority and has full legal power to contract in his individual name.

b. Seller's Authority. Except as specifically stated in this Agreement, Seller has full power and authority to sell, transfer, assign, and convey the Station and all assets, authorizations and 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 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 for the Station. Seller further represents and warrants that it will take any and all action necessary to timely and properly file for an extension of the Station's present construction permit, which presently expires on September 13, 1987, if the Closing contemplated in paragraph 5 above has not been completed by that date.