

disfigurement or death of Mr. McClellan, the Sponsor and Producer shall select a substitute or successor acceptable to both. If the Producer and the Sponsor fail to agree on a substitute or successor within thirty (30) days, the Sponsor shall have the right to terminate this Agreement forthwith.

3. Telecast and Cablecast. The Programs and Announcements shall be broadcast from the Tustin, California studios of the Sponsor over the facilities of Channel 40, KTBN-TV, Santa Ana, California, which shall include all of the Sponsor's affiliated broadcast facilities or those receiving Sponsor's program service by satellite from Sponsor's satellite transponder(s). The telecasts and cablecasts shall take place at such times and schedules as Sponsor may determine.

4. Scripts. The Producer shall consult with the Sponsor on the subject and content of the Announcements and the Programs.

5. Sponsorship. The Programs and Announcements will be under the sole sponsorship, for any and all purposes, of the Sponsor.

6. Term. This Agreement shall go into effect as of the date of the last signature hereto, and shall continue in force for a period of two years.

7. Producer's Compensation. In consideration of the due performance by the Producer of its obligations hereunder, and of the rights herein granted by it to the Sponsor, and in full and final payment for the Programs and Announcements to be furnished by it, the Sponsor shall pay to the Producer, and the Producer shall

accept the compensation described on Exhibit "A" hereto. In the event Producer is in debt to Sponsor pursuant to the terms of one or more promissory notes, Sponsor shall be entitled to compensate Producer by reducing Producer's debt to Sponsor under one or more of said promissory notes. Producer shall be entitled to specify which promissory note or promissory notes such debt reduction shall apply to. The aforesaid application of Producer's compensation shall not modify or otherwise alter Producer's obligations under the terms of such promissory note, except to the extent that Producer's debt is reduced by such application. Sponsor shall provide Producer with an accounting of such debt reduction upon request by Producer and at least once annually with or without a request by Producer.

8. Master Tape. Sponsor shall make or produce and distribute as many copies of Master Tape of the Program and Announcements as it may decide.

9. Names and Likenesses. In perpetuity the Sponsor shall have the right to use and license others to use, at no additional cost, the title of the Programs, the name and likeness of James McClellan in connection with the Programs and Announcements, and the names and likenesses of any other featured performers appearing on the Programs, for the purpose of advertising and publicizing the same and the Sponsor's products, programs, ministries, activities or outreaches.

10. Morals. If any person associated with the Programs or Announcements commits any act or becomes involved in any occurrence

that in the Sponsor's reasonable opinion tends to bring him or her into public disrepute or to offend the community of any group thereof, or reflects adversely on the Programs or the reputation of the Sponsor, the Producer shall, at the Sponsor's request, forthwith dispense with the services of such person and provide a substitute acceptable to the Sponsor.

11. Title and Ownership. The following provisions shall apply:

(a) All the right, title and interest in and to the Programs and the Announcements, the title of the Programs, and all related intellectual property rights, including, but not limited to, copyrights, shall pass, and are hereby assigned and transferred, to Sponsor. (It is the intent of this provision to act as an assignment of all rights in the Programs and Announcements including, but not limited to, copyrights if it is determined at any time that Producer retained any such rights in the Programs and Announcements, even though the parties have acknowledged that the Programs and Announcements are to be considered "works made for hire" for all purposes under The Copyright Act of 1976, as amended).

(b) Upon the expiration or sooner termination of this Agreement, the Sponsor shall be free to sell, license or otherwise dispose of the Programs and Announcements, the titles of thereto, and all related intellectual property rights, including, but not limited to, copyrights.

(c) The Producer shall have the right to retain for its

files and for reference purposes only one three-quarter inch highest quality exhibition tape of each Program. All other tape material pertaining to the Programs and Announcements shall be delivered to the Sponsor within seven (7) days after the last payment provided for in paragraph 7.

12. Equitable Relief. The Producer acknowledges that the Programs and Announcements it is to furnish hereunder will be unique and of extraordinary value, and that a breach of this Agreement by the Producer would cause the Sponsor irreparable damage. Accordingly, in the event of any such breach or threatened breach, the Sponsor shall, in addition to its remedies at law, have the right to injunctive or other equitable relief to prevent the Producer's violation of this Agreement.

13. Producer's Default. If the Producer at any time defaults in the due performance of its obligations hereunder or breaches any substantial provision hereof, the Sponsor shall have the right to cancel this Agreement upon twenty (20) days notice to the Producer; and in such event the Agreement shall terminate upon the expiration of the notice period, unless the Producer remedies its default or breach within that period.

14. No Obligation to Broadcast, Telecast or Cablecast. The Sponsor shall be under no obligation to broadcast, telecast or cablecast any Program or Programs, or any Announcement or Announcements, it shall fully discharge its obligations hereunder by making payment as herein provided.

15. Assignment. Neither the Producer nor the Sponsor shall

assign this Agreement without the other's prior written consent.

16. Waiver. The failure of a party to exercise the rights granted to it upon the occurrence of any default or breach on the part of the other or others shall not constitute a waiver of any such rights upon a recurrence of the default or breach.

17. Modification. This Agreement shall not be modified except by an instrument in writing signed by the parties hereto.

18. Construction. This Agreement has been made with reference to, and shall be construed in accordance with, the laws of the State of California.

19. Entire Agreement. This Agreement constitutes the entire understanding of the parties, and supersedes any and all prior agreements relating to the Programs.

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

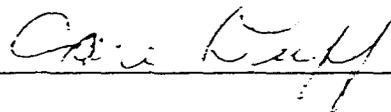
TRINITY CHRISTIAN CENTER
of SANTA ANA, INC.

NATIONAL MINORITY TV, INC.

BY



BY



ACKNOWLEDGEMENT

In order to induce the Sponsor to enter into the foregoing Agreement, and in consideration thereof, I represent that I have read the Agreement and I undertake to comply with all the provisions thereof insofar as they relate to the rendition of my services. I further agree that all Programs and Announcements that I produce or participate in shall be "works for hire" and we are hereby assigned to Trinity Christian Center of Santa Ana, Inc.



James McClellan

FIRST ADDENDUM TO
TELEVISION AGREEMENT
AND
PRODUCTION AGREEMENT

National Minority T.V., Inc., a California nonprofit corporation (herein "Producer") and Trinity Christian Center of Santa Ana, Inc., dba Trinity Broadcasting Network, a California nonprofit corporation (herein "Sponsor") are parties to a TELEVISION AGREEMENT AND PRODUCTION AGREEMENT (herein "Agreement"). The parties now desire to amend portions of the Agreement and to confirm the remaining portions as follows:

Amendments

1. Section 2, (c) Location is hereby amended to provide:

(c) Location. The Programs shall be produced at the Producer's Portland, Oregon studio and shall be broadcast from the Tustin studio facilities of the Sponsor, or such other location that the Sponsor designates.

2. Section 7, Producer's Compensation is hereby amended to provide:

7. Producer's Compensation. In consideration of the due performance by the Producer of its obligations hereunder, and of the rights herein granted by it to the Sponsor, and in full and final payment for the Announcements to be furnished by the Producer, the Sponsor shall pay to the Producer, and the Producer shall accept the compensation described on Exhibit "A" to the

**FIRST ADDENDUM
TELEVISION/PRODUCTION AGREEMENT**

Agreement for the Announcements. The Producer further agrees to accept the compensation provided for in the Producer's rate card for the Programs to be furnished by the Producer. A copy of the Producer's current rate card is attached hereto as Exhibit "One." That portion of Exhibit "A" to the Agreement that concerns Programs is hereby canceled and declared to be of no force and effect whatsoever. In the event the Producer is in debt to the Sponsor pursuant to the terms of one or more promissory notes, or pursuant to an open book account, the Sponsor shall be entitled to compensate the Producer by reducing the Producer's debt to the Sponsor under one or more of said promissory notes or said open book account. The Producer shall be entitled to specify which obligation such debt reduction shall apply to. The aforesaid application of the Producer's compensation shall not modify or otherwise alter the Producer's obligations under the terms of such promissory note or account, except to the extent that the Producer's debt is reduced by such application. The Sponsor shall provide the Producer with an accounting of such debt reduction upon request by the Producer at least once annually, with or without a request by the Producer. The Producer shall be reimbursed for any travel, lodging or other

**FIRST ADDENDUM
TELEVISION/PRODUCTION AGREEMENT**

expenses incurred by the Producer, which are approved in advance by the Sponsor and which are incurred pursuant to the terms of the Agreement and/or this FIRST ADDENDUM.

CONFIRMATION

The Sponsor and the Producer hereby confirm all of the terms and conditions of the TELEVISION AGREEMENT AND PRODUCTION AGREEMENT, which have not been amended pursuant to the terms of this FIRST ADDENDUM TO TELEVISION AGREEMENT AND PRODUCTION AGREEMENT.

IN WITNESS WHEREOF the parties have executed this Agreement.

TRINITY CHRISTIAN CENTER OF
SANTA ANA, INC.

Dated: _____

By: *James McClellan*

NATIONAL MINORITY T.V., INC.

Dated: _____

By: *James Luff*

ACKNOWLEDGEMENT

In order to induce the Sponsor to enter into the foregoing FIRST ADDENDUM and in consideration thereof, I represent that I have read the FIRST ADDENDUM and I undertake to comply with all the provisions thereof insofar as they relate to the rendition of my services. I further agree that all Programs and Announcements that I produce or participate in shall be "works for hire" and we are hereby assigned to Trinity Christian Center of Santa Ana, Inc.

James McClellan

**FIRST ADDENDUM
TELEVISION/PRODUCTION AGREEMENT**

expenses incurred by the Producer, which are approved in advance by the Sponsor and which are incurred pursuant to the terms of the Agreement and/or this FIRST ADDENDUM.

CONFIRMATION

The Sponsor and the Producer hereby confirm all of the terms and conditions of the TELEVISION AGREEMENT AND PRODUCTION AGREEMENT, which have not been amended pursuant to the terms of this FIRST ADDENDUM TO TELEVISION AGREEMENT AND PRODUCTION AGREEMENT.

IN WITNESS WHEREOF the parties have executed this Agreement.

TRINITY CHRISTIAN CENTER OF
SANTA ANA, INC.

Dated: _____

By: Terence Huebner

NATIONAL MINORITY T.V., INC.

Dated: _____

By: Jane Duff

ACKNOWLEDGEMENT

In order to induce the Sponsor to enter into the foregoing FIRST ADDENDUM and in consideration thereof, I represent that I have read the FIRST ADDENDUM and I undertake to comply with all the provisions thereof insofar as they relate to the rendition of my services. I further agree that all Programs and Announcements that I produce or participate in shall be "works for hire" and we are hereby assigned to Trinity Christian Center of Santa Ana, Inc.

James McClellan
James McClellan

M
M
B
E
V

384

MAY & DUNNE
CHARTERED
ATTORNEYS AT LAW

1000 THOMAS JEFFERSON STREET, N.W.
SUITE 520
WASHINGTON, D.C. 20007
(202) 298-6345

11, 1992

11 F. Crouch
Infinity Broadcasting Network
P.O. Box C-11949
Santa Ana, California 92711

: TBA, TBD, TBF, TBI, TBN, TBNY, TBOC, TBW, and TBT

R SERVICES RENDERED DECEMBER 5, 1992 THROUGH JANUARY 8, 1993:

PREVIOUS BALANCE:

NO PAYMENT RECEIVED - 12/21/92

AMOUNT FORWARDED

SERVICES RENDERED:

TBA (B08)

TBI (B19)

TBN (B38)

) Richmond, IN

Bloomington, IN

(B78):

) Network (General)

(2) Litigation:

(a) City of Colleyville

(b) Brewer v. Set Free

(c) Wards v. TBN

(d) Denver Copyright

(e) Dallas Cty. Tax Exemption

TBNY (B49)

TBOC (B57)

TBF (B26)

TBW (B94)

TBT (B69)

TOTAL HOURS

TOTAL SERVICES RENDERED:

63592

Federal Commission on Commission

Docket No. 93-79 Exhibit No. 384

Presented by W.M.P.

Disposition	}	Received	DEC 03 1993
		Rejected	DEC 03 1993

Reporter A. Williams

Date DEC 03 1993

Y
M
B
L
Y
38

1 9 9 2

ANNUAL MEETING OF THE COMBINED BOARD OF DIRECTORS
TRINITY CHRISTIAN CENTER OF SANTA ANA, INC.
AND AFFILIATED CORPORATIONS

Pursuant to written notice duly given, a combined annual meeting of the Board of Directors of Trinity Broadcasting Network, Inc., Trinity Christian Center of Santa Ana, Inc., Trinity Broadcasting of Arizona, Inc., Trinity Broadcasting of Denver, Inc., Trinity Broadcasting of Washington, Trinity Broadcasting of Oklahoma City, Inc., Trinity Broadcasting of Florida, Inc., Trinity Broadcasting of Indiana, Inc., Trinity Broadcasting of Texas, Inc., Trinity Broadcasting of Ciskei, and Trinity Broadcasting of Nevis, Ltd. was held on January 13, 1992 at Tustin, California.

Those present were John and Troy Benefiel, Scott Jackson, Stan Hollon, Matthew Crouch, Ed Smith, Mary Laird, Stan Comstock, Phillip Crouch, Paul F. Crouch, Norman G. Juggert, Jane Duff, Colby May, Ruth Brown, Bob Higley, Al Brown, George Hernandez, Charlene Williams, Micheal S. Everett, Margie Tuccillo, James Riddle, Nora Hall, Chuck Hall, Randy Clark, Terrell Smith, Ron Falkner, John Gordon, Rod Henke, Lindee Dressler, Donna Sharp, Terry Hickey, John Karner, Gary Frank, Mary Jane Allen, Jay Jones, Ben Miller, Dale Osborn, Hazel Crouch, Laurie Crouch, George Murray.

The Secretary noted that a quorum of board members, and where applicable, shareholders for each stock corporation were present and that notice had been duly given to all directors and shareholders as required by the bylaws of the respective corporations. In addition, Paul F. Crouch represented Janice W. Crouch and Grace Cephas pursuant to written proxies.

The President discussed the importance of united intercessory prayer. As an example, he cited the 500,000 member church in Seoul, South Korea that resulted when the strongholds of the devil were brought down through intercessory prayer. Dr. Bilheimer taught that this life is a training ground for ruling with God in eternity. An essential part of that training is prayer. President Crouch recommended that all present read Dr. Bilheimer's work on prayer, "Destined for the Throne".

Stan Comstock was then called upon to open the meeting in prayer.

The President read Psalm 92:4 and shared from his most recent newsletter. Channel 63 in Atlanta came on the air in 1991. He explained that Dad Bethany, Janice Crouch's father, had prophesied that Trinity would reach out and touch the four corners of the earth. The prophecy was concluded in a manner the President will never forget, with the words, "It shall be, it shall be, it shall be!"

Federal Communications Commission

Docket No. 93-79 Exhibit No. 383

Presented by MMB

DEC 03 1993

Disposition { Received DEC 03 1993

Rejected

Reporter A. W. ...

Date DEC 03 1993

Several full power stations, as well as 32 low power and medium signal stations, went on the air in 1991.

As of December 1991 there were 281 stations on the air. In addition, seven new stations are under construction in the Transkei and Trinity programs are covering all of Southern Africa. Trinity has been invited to double its current programming to 52 hours a week in South Africa.

Macedonia, Greece came on the air in 1991.

An industrial property has been purchased for the Milan station. It will serve as a studio and office.

We now have two European Economic Community corporations, Greece and in Italy. The corporations will allow us to do business throughout Europe.

A super short wave radio station opened in Salt Lake City reaching 100 countries in 1991.

Radio Paradise in the Caribbean began broadcasting. At night it covers Europe, western Africa and South America. A new transmitter has been ordered that will enhance the present signal.

Tens of thousands came to the Lord in Russia through 6 large meetings. A contract has been signed with Russian businessmen for an interest in stations in St. Petersburg and Moscow. Our affiliate in Finland is providing weekly programming. During a December visit to Russia several programs geared to young people were left to be broadcast on Russian television.

Permits for three new stations were granted for Nicaragua, one new permit for Honduras and two new permits for Costa Rica.

Jay Sekalon has several important descisions pending at the U.S. Supreme Court. A decision allowing Christian meetings on high school campuses was won in 1991.

An election of officers and directors for each corporation was then conducted. Pursuant to motions for each corporation that were seconded, the following officers and directors were elected by unanimous vote. The directors and officers elected for each corporation are listed below.

Trinity Broadcasting Network, Inc.

1. Paul F. Crouch, President and Director
2. Janice W. Crouch, Vice President and Director
3. Norman G. Juggert, Secretary /Treasurer and Director
4. Matthew Crouch, Assistant Secretary
5. Terry Hickey, Assistant Secretary
6. Al Brown, Assistant Secretary

Trinity Christian Center of Santa Ana, Inc.

1. Paul F. Crouch, President and Director
2. Janice W. Crouch, Vice President and Director
3. Norman G. Juggert, Secretary/Treasurer and Director
4. Terry Hickey, Assistant Secretary
5. Matthew Crouch, Assistant Secretary
6. Al Brown, Assistant Secretary

Trinity Broadcasting of Arizona, Inc.

1. Paul F. Crouch, President and Director
2. Stan Comstock, V.P., Asst. Sect. and Director
3. Janice Crouch, First V.P., Asst. Secretary and Director
4. Norman G. Juggert, Secretary/Treasurer and Director
5. Matthew Crouch, Assistant Secretary
6. Al Brown, Assistant Secretary
7. Mike Everett, Assistant Secretary
8. Terry Hickey, Assistant Secretary

Trinity Broadcasting of Florida, Inc.

1. Paul F. Crouch, President and Director
2. Janice W. Crouch, Vice President and Director
3. Norman G. Juggert, Secretary/Treasurer and Director
4. Ralph Duff, Assistant Secretary
5. Terry Hickey, Assistant Secretary
6. Matthew Crouch, Assistant Secretary
7. Mike Everett, Assistant Secretary
8. Al Brown, Assistant Secretary

Trinity Towers, Inc.

1. Paul F. Crouch, President and Director
2. Jane Duff, Vice President and Director
3. Norman G. Juggert, Secretary/Treasurer and Director
4. Terry Hickey, Assistant Secretary
5. Janice W. Crouch, Assistant Secretary
6. Mike Everett, Assistant Secretary
7. Al Brown, Assistant Secretary

Trinity Broadcasting of Texas, Inc.

1. Paul F. Crouch, President and Director
2. Janice W. Crouch, Vice President and Director
3. Norman G. Juggert, Secretary/Treasurer and Director
4. Terry Hickey, Assistant Secretary
5. Matthew Crouch, Assistant Secretary
6. Al Brown, Assistant Secretary
7. Philip Crouch, Director

Trinity Broadcasting of Ciskei

1. Paul F. Crouch, President and Director
2. Jane Duff, Vice President and Director
3. Norman G. Juggert, Secretary/Treasurer and Director
4. Bernard Robert, Director and Assistant Secretary

Trinity Broadcasting of Nevis, Ltd.

1. Paul F. Crouch, President and Director
2. Jane Duff, Vice President and Director
3. Norman G. Juggert, Secretary/Treasurer and Director
4. Charles Vlaun, Board Member and Director
5. Arthur Gilbert, Assistant Secretary
6. Al Brown, Assistant Secretary
7. Terry Hickey, Assistant Secretary

Trinity Broadcasting of Oklahoma City, Inc.

1. Paul F. Crouch, President and Director
2. Allan Brown, V.P., Asst. Sect. and Director
3. Janice W. Crouch, First Vice President and Director
4. Norman G. Juggert, Secretary/Treasurer and Director
5. John Benefiel, Assistant Secretary and Assistant Treasurer and Director
6. Terry Hickey, Assistant Secretary
7. Matthew Crouch, Assistant Secretary

Trinity Broadcasting of Indiana, Inc.

1. Paul F. Crouch, President and Director
2. Janice W. Crouch, First Vice President and Director
3. Norman G. Juggert, Secretary/Treasurer and Director
4. Terry Hickey, Assistant Secretary
5. Matthew Crouch, Assistant Secretary
6. Al Brown, Assistant Secretary

Trinity Broadcasting of Denver, Inc.

1. Paul F. Crouch, President and Director
2. Janice W. Crouch, First Vice President and Director
3. Norman G. Juggert, Secretary/Treasurer and Director
4. George Hernandez, Director
5. Terry Hickey, Assistant Secretary
6. Matthew Crouch, Assistant Secretary
7. Al Brown, Assistant Secretary

Trinity Broadcasting of New York, Inc.

1. Paul F. Crouch, President and Director
2. Janice W. Crouch, First Vice President and Director
3. Norman G. Juggert, Secretary/Treasurer and Director
4. Grace Cephas, Assistant Secretary and Director
5. Terry Hickey, Assistant Secretary
6. Matthew Crouch, Assistant Secretary

7. Al Brown, Assistant Secretary

Trinity Broadcasting of Washington, Inc.

1. Paul F. Crouch, President and Director
2. Janice W. Crouch, First Vice President and Director
3. Norman G. Juggert, Secretary/Treasurer and Director
4. Terry Hickey, Assistant Secretary
5. Matthew Crouch, Assistant Secretary
6. Al Brown, Assistant Secretary

The President reported that James Guinn, our I.R.S. Compliance Auditor, has suggested that we hold our future annual meetings in December, instead of January to facilitate implementation of new housing allowances at the first of January. It was determined to hold special meetings regarding housing allowances in November or December and to continue the Joint Annual Meeting in January.

Reports from station managers were given.

Phillip Crouch reported that the new production center is in full progress. The walls will be erected in February. It will be used primarily for international production with the capability of producing programs in ten different languages at the same time.

Phil reported that six to eight national programs are broadcast every month from Dallas.

The city of Colleyville has opposed the presence of Set Free on property owned by Trinity near the Dallas station. Phil believes this is primarily an issue of the appearance of Set Free members. Phil asked for prayer to cover this situation.

Bob Higley stated that in Indianapolis full production facilities are in operation for the first year. In addition, national cable offices are located at the station. Several local program pilots have been provided to the national office for network consideration.

The President requested that all station managers act as cable representatives in their city and to communicate with local cable systems.

Mary Jane Allen from Seattle stated that through their prayer partners two new ministries have started. These ministries serve the homeless.

The building has been painted and thoroughly cleaned.

At this point, the President discussed His Hand Extended. At each station, a suitable policies will have to be established. Station managers were asked to consider policy guidelines set forth in the corporate manual.

The President urged all Station managers to always keep food on hand for those in need. If they run out, a call to the accounting department should be made for funds to replenish the shelves. In addition, regular announcements requesting donations of food or money for His Hand Extended should be broadcast.

Mrs. Allen reported that in every bag of groceries, a pamphlet is included that explains how to receive Christ and how to receive Trinity's programming. All stations were encouraged to adopt this practice.

Mrs. Allen stated that a newsletter is mailed to prayer partners on a regular basis. A regular dinner is also held for prayer partners.

Stan Comstock from Arizona stated there are two possible resources to obtain prayer partners. These resources include the hosts that come for live programs. Stan talks to these hosts before and after their programs. He presents the station's needs, such as, voluntary prayer partners and groceries for His Hand Extended. Most hosts are very willing to cooperate in this respect. The other resource involves ministers who come to live programs as guests. Stan talks to them before they go on the air. One church of 50 members donate in a supply of food on a regular basis. During Christmas they brought in 1,400 bags of toys for children.

John Gordan from Oklahoma City stated that Oklahoma City has the highest cumulative viewing for religious stations. The highest percentage of viewers are viewing the Oklahoma station of any Trinity station. Its viewership is greater than MTV, Headline News and other secular programs.

George Hernandez from Denver stated that he is actively involved in missions work.

Scott Jackson from Atlanta stated that the studio is still under construction. Dr. Stanley and Bishop Paulk are on the air already. Prayer partners have been lined up, as have a group of volunteers. The station is located on 7 acres near a major freeway.

Jim Riddle reported that an additional channel, channel 47, came on the air this year. The church next door is helping to provide food. There have been 98 salvations on their telephone lines. A new low power representative just came aboard. His wife requires prayer for cancer.

Terrel Smith reported that approximately 34,000 prayer requests were placed last year. They have attempted to establish local churches as a support base. During 1991 the station's income exceeded its expenses by approximately \$300,000. The city in which the station is located purchased a portion of Trinity's property and is going forward with a petition for court approval of the purchase.

Dale Osborn reported on the status of the Canton station. F.C.C. approval for short spacing to Akron and Cleveland is pending. Discussions with the Salvation Army for joining forces in ministering to the poor are in progress.

Gross income in 1991 was approximately \$1,312,000 and expenses were \$770,000.

Mike Everett reported that in Miami several equipment upgrades occurred. With respect to cable coverage, the station has extended its coverage to Coral Ridge and in Fort Lauderdale. A bankruptcy decision upholding the station tower lease occurred in Wisconsin, where the tower owner filed for bankruptcy. In 1991 approximately \$2,500,000 resulted from the Miami ministry with expenses of approximately \$1,700,000.

Mary Laird from Cincinnati/Richmond stated that a problem has arisen from the use of our tower by ham radio operators. They are now removing their equipment.

Broad public support for Trinity was given by many denominations at a city council meeting seeking to remove Trinity from Richmond cable. This year, major effort will be launched to put the station on the air in Cincinnati. Land has been donated for a new studio in Monroe County.

Major repairs on the station's building are occurring.

The President suggested that Trinity contribute one half of the amount of an employee is eligible to contribute to the corporation's 403(b) plan. This would be applicable to ten year employees.

John Benefiel, a board member and investment counselor, spoke to those present about 403(b) plan contributions. John reported that Jackson National has improved their standing. If you want a guarantee you need a federally insured deposit.

John discussed investments with Oppenheimer Mutual Funds. If employees do not their your current investment they may select a new investment.

John stated that it's theoretically possible for a mutual fund investment to be lost in its entirety, but it is unlikely due to the diverse investments of most mutual funds.

During the lunch break, reports were made by John Karner and Chuck Hall.

John reported on the status of Christian television in Russia and Chuck Hall reported on the status of our stations in Italy, Switzerland and Greece.

It was moved, seconded and passed that minutes of the January

13, 1991 meeting be approved.

Those present then discussed the status of low power permits. Ben Miller reported that a new employee has been in training to oversee low power permit applications and construction.

The President strongly urged all concerned with low power stations to determine the status of low power permits and to proceed with construction with due haste to avoid violation of permit deadlines.

The 1990 audited statement was considered.

The President explained corporate policy regarding audited financial statements. Each corporation has its own financial statements. These statements are available for review by the public at each station with 990 forms.

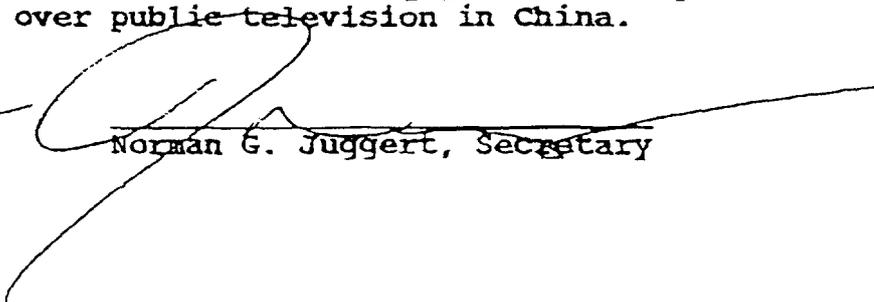
The combined revenues for 1990 for Trinity stations, including foreign stations and profit corporations owned by Trinity Christian Center of Santa Ana, Inc., were \$64,729,820.00. The gross expenses were \$45,579,620.00. The fund balance ending is once \$134,000.00. There is no capital debt!

The unaudited figures for 1991 show God's provision in the midst of a recession. Income is up from \$64,000,000.00 to \$74,000,000.00. Expenses have increased from \$45,000,000.00 to \$47,000,000.00.

It was moved, seconded and passed that the audited 1990 financial statement prepared by Goodyear and Goodrich be accepted and approved.

Matthew Crouch reported that China Cry was recently premiered in the Republic of China. It received a very positive response. It will now be broadcast over public television in China.

Dated: 2/13/92


Norman G. Juggert, Secretary

(P)

AFTERNOON SESSION
JANUARY 14, 1992

ANNUAL MEETING OF COMBINED
BOARD OF DIRECTORS OF
TRINITY CHRISTIAN CENTER OF SANTA ANA, INC.

At the beginning of the session those present reviewed and discussed a new "Statement of Understanding New Employee". All new employees must sign the form before commencing work.

Those present then discussed the problem that arises when an important employee wants to take time off on a holiday. When a part-time employee replaces the full-time employee and receives double pay, three salaries are in effect being paid. It was suggested that regular employees who want time off on a holiday make arrangements to be covered by another employee who is willing to accept regular pay, or that employees cooperate in "covering" the absent employee during the holiday.

The President shared that the most important factor in considering the experience of employee compensation is the total number of accumulated hours.

The President then discussed programming. There should be no change to the programming day unless the change is approved by Media Services Agency, or the programming department at the Tustin office. Local programs need to be cleared through the Tustin office.

Lindee Dressler indicated that 18 hours a week of local programming are required by the F.C.C.

Rod Henke stated there would be no change in the rate cards.

Mr. Henke also shared suggestions for program pilot tapes. He reviews large quantities of tape every month.

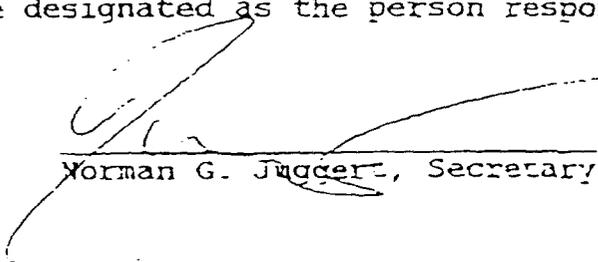
It was pointed out that it is the responsibility of local stations to insure that local insertions are placed in local newspapers.

The President discussed business cards. Only those that come in contact with the general public should have a business card.

Stan Hollon discussed the manner in which printed products are to be ordered. That which is special to a station must be specially ordered. Printed forms cover items that are regularly used. One person per station should be designated as the person responsible for orders.

Dated:

1/20/92


Norman G. Juggert, Secretary

J
M
B
E
X.
386

1992

ANNUAL MEETING
OF
NATIONAL MINORITY, INC.

The annual meeting of National Minority, Inc. was held on January 14, 1992 at Tustin, California.

All board members were present and participating in this meeting.

Attorney Colby May was present and explained the status of the corporation's pending request before the F.C.C. for a declaratory ruling as well as the events that preceded the request. In his opinion National Minority has complied with all F.C.C. rules and regulations.

The election of officers and directors was then discussed.

It was moved, seconded and passed that the following officers and directors be re-elected to the following positions for a new term:

Rev. Paul Crouch	Director/President
Rev. Phillip Aguilar	Director/Vice President
Jane Duff	Director/Secretary/Treasurer
Rev. E.V. Hill	Director
Terrence Hickey	Assistant Secretary
Allan Brown	Assistant Secretary

All of the above officers and directors were present and accepted the positions to which they were elected.

The President presented a 1990 audited financial report for the corporation prepared by an outside auditing firm. The President stated that a second auditing firm conducts an annual I.R.S. compliance audit. Revenues in 1990 were close to \$2,000,000 and revenues exceeded expenses by \$472,155.

At the end of 1990 the corporation was in debt approximately \$2,000,000 and its assets were equal to \$3,300,000.

In 1991 the corporation's gross receipts were \$2,258,687 and expenses were \$1,212,045. These are rough figures without depreciation.

Mrs. Duff stated that the corporation operates six low power stations. In 1990 the corporation was the licensee of two full power stations. One of those stations was in Midland/Odessa, Texas and has been sold.