

January 1, 2004

Pastor Benny Hinn  
35 Ritz Cove  
Dana Point, CA 92629

Re: Consultancy to Clarion Call Marketing, Inc.

Dear Pastor:

We are pleased that you have agreed to act as a consultant for Clarion Call Marketing, Inc. (hereafter "Clarion") on the following terms:

1. Term: This agreement will be for an initial period of one year commencing January 1, 2004 and ending December 31, 2004. The term may be extended by mutual agreement in writing, or in increments of 1 year intervals in the absence of cancellation by either party. Either party hereto may terminate this agreement at any time by giving the other party 30 days written notice.
2. Duties: Your duties will include rendering consultation services in connection with any and all publishing, marketing and artistic projects (hereafter the projects") as requested by Clarion. You will consult with our Board of Directors, officers, and managers concerning the projects. You will have complete authority and the duty to make specific recommendations regarding the projects.
3. Hours: You will devote the minimum number of hours per month in order to perform the consultation services requested by Clarion. You are free to represent or perform services for any other clients, provided that it does not interfere with your duties under this agreement.
4. Compensation: For your services rendered under this agreement, you will receive a monthly sum of \$30,000.00 per month based upon a flat rate. We will pay you on the last day of each month for the preceding month, i.e. you will be paid by February 28, for your services for the month of January.
5. Assignment: Because of the personal nature of the services to be rendered, this agreement may not be assigned by you without our prior written consent. However, the agreement will inure to the benefit of and be binding on our successors and assigns.

If the above meets with your complete approval, please date and sign the original of this letter where indicated and return it to this office. The enclosed copy is for your records.

Sincerely,

ACCEPTED AND AGREED to on \_\_\_\_\_

David O. Middlebrook  
Clarion Call Marketing, Inc.

\_\_\_\_\_  
Benny Hinn, Consultant

**Parties Bound**

15. This agreement will be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

**Legal Construction**

16. In the event that any one or more of the provisions contained in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**Prior Agreements Superseded**

17. This agreement constitutes the sole and only agreement of the parties to it and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

Executed at \_\_\_\_\_, Texas, on \_\_\_\_\_

WORLD HEALING CENTER CHURCH, INC.

X By: Benny Hinn.

Printed Name: \_\_\_\_\_

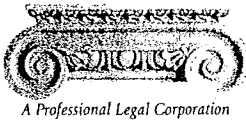
Its: \_\_\_\_\_

CLARION CALL MARKETING, INC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_



## MEMORANDUM

To: Pastor Benny Hinn  
Don Price

From: David Middlebrook

Date: \_\_\_\_\_

Re: Clarion Call Marketing Management Agreement

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Pastor and Don:

In an effort to explain the need and advisability for Don Price to be an actual employee of Clarion Call Marketing, Inc. ("CCM"), I provide you with the following points:

1. The separation between CCM and WHCC should be as clean and "arm's length" as possible. No employee of WHCC should be an owner or officer of CCM and vice versa, as CCM is and will be engaged in regular business transactions with WHCC.
2. Pastor Benny can be a paid consultant to CCM, so long as the payments are regular and not tied to any particular project which WHCC is involved, either monetarily as a purchaser or otherwise.
3. WHCC can contract with CCM for the provision of Don Price as Chief of Operations of WHCC and Don can still maintain his office and all duties, as he is now, without anything changing from a functionality standpoint. WHCC will just pay a fee to CCM and CCM will pay Don as an employee of CCM.
4. Thereafter, as long as transactions between the 2 entities are arm's length and for value, the danger of scrutiny for the relationships between them are lessened.

## **BUSINESS CONSULTANT AND MANAGEMENT AGREEMENT**

AGREEMENT made on \_\_\_\_\_, at \_\_\_\_\_ Irving, Texas, between World Healing Center Church, Inc., a Florida nonprofit corporation authorized to do business in Texas, located at 3400 William D. Tate Ave., Grapevine, Texas 76051 (the "Client") and Clarion Call Marketing, Inc., of \_\_\_\_\_, Irving, Texas ("Consultant"). In consideration of the mutual promises contained in this contract, the parties agree as follows:

### **Recitals**

It is the desire of the Client to engage the services of the Consultant to perform for the Client consulting services, regarding the general administrative and management functions for the operation of World Healing Center Church, Inc., also known as Benny Hinn Ministries, a world wide ministry located at 3400 William D. Tate Ave., Grapevine, Texas 76051, as an independent contractor and not as an employee.

It is the desire of the Consultant to consult with the Board of Directors, the officers of the Corporation, the Executive Leadership Team, and the administrative and operational staff, and to undertake, for the Client, consultation as to the direction of certain functions in the management of the ministry.

### **AGREEMENT**

#### **Term**

1. This contract will remain in effect for a period of two (2) years, commencing on \_\_\_\_\_, but may be terminated before that time by either party giving 60 days written notice to the other party.

#### **Consultations**

2. The Consultant will make Don Price, an employee of Consultant, available to consult with the Board of Directors, the officers of the Corporation, the Executive Leadership Team, and the department heads of the administrative and operational staff, at reasonable times, concerning matters pertaining to the organization of the administrative and operational staff, the fiscal policy of the Corporation, the relationship of the Corporation with its employees or with any organization representing its employees, and, in general, concerning any problem of importance concerning the business and ministry affairs of the Corporation.

#### **Management Authority of Consultant**

3. In addition to the consultation provided for in Paragraph 2, above, the Consultant will provide consulting services for the administrative staff of the Client. The "administrative staff" of the Client includes all the employees of the Client directly or indirectly engaged in the administrative, custodial, clerical, organizational, ministerial and operational work of the Client. The Client's business affairs, which affect, directly or indirectly, the operation of the Client, and which arise in the ordinary course of business, will be

conducted by the administrative staff. All the members of the administrative staff must be employees of the Client; however, the Consultant will consult with and advise the administrative staff. The Client has the absolute and complete authority to employ (on whatever terms and compensation deemed proper), discharge, direct, supervise, and control each and every member of the administrative staff.

#### **Business Managers**

4. The Consultant will also consult with and advise any manager, who heads the administrative staff. The business manager(s) remains under the direct control and supervision of the Client. The Consultant will, from time to time, consult with and advise the business manager with respect to the employment, discharge, direction, control, and supervision of the administrative staff.

#### **Advise as to Contracts**

5. From time to time, the Client may deem it advisable to enter into agreements with third party vendors. The Consultant will assist the Client in negotiation of the terms and conditions of these agreements. However, the Consultant has no power to bind the Corporation to any agreements, unless expressly authorized by the Client in writing.

#### **Equipment and Supplies**

6. The Consultant will advise the officers of the Corporation or other appropriate personnel on all matters pertaining to the purchase of equipment and supplies necessary for operation of the Client's ministry and day to day operations, including, specifically, advice as to sources of supply and quantitative purchases.

#### **Employment of Certified Public Accountants**

7. It is understood and agreed by the parties to this agreement that the services to be performed by the Consultant do not include auditing the Client's books or preparing any financial statements, tax returns, or other documents required by any governmental body having jurisdiction to tax, or any other acts or services normally performed by public accountants. The Consultant will advise and assist the Client in obtaining, in the name and for the account of the Client, one or more or a firm of certified public accountants to perform accounting or auditing services for the Client.

#### **Employment of Assistants**

8. The Consultant may, from time to time, retain the aid of assistants or the services of other persons, companies, or firms that the Consultant deems reasonably necessary in order to properly perform its duties and obligations under this agreement. All costs to the Consultant for these services are chargeable to the Client, and the Client must reimburse the Consultant on receipt of written invoices itemizing the costs.

#### **Limited Liability**

9. The Consultant shall not be liable to the Client, or to anyone who may claim any right due to its relationship with the Client, for any acts or omissions on the part of the Consultant or the agents or employees of the Consultant in the performance of the Consultant services under this agreement, except when the acts or omissions are due to willful misconduct or culpable negligence. The Client will hold the Consultant free and

harmless from any obligations, costs, claims, judgments, attorney's fees, or attachments arising from or growing out of the services rendered to the Client pursuant to the terms of this agreement or in any way connected with the rendering of those services, except when they arise from the willful misconduct or culpable negligence of the Consultant, and the Consultant is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

### **Compensation**

10. For services rendered under this agreement, the Consultant will receive a reasonable monthly sum, based on an hourly fee of \$ \_\_\_\_\_ multiplied by the number of hours devoted to the project during the preceding month, but in no event less than \$ \_\_\_\_\_ per month or exceeding \$ \_\_\_\_\_ per month. A detailed statement of services rendered, specifying the number of hours, will be submitted to the Client no later than the 10th day of each month. Payment of the account must be made on or before the \_\_\_\_\_ the 20th day of the same month.

### **Minimum Amount of Service**

11. The Consultant will devote a minimum of 150 hours per month to the affairs of the Client. The Consultant will devote only so much time, in excess of those 150 hours, to the affairs of the Client as the Consultant determines is necessary. The Consultant may represent, perform services for, and be employed by any additional clients, persons, or companies that the Consultant, in the Consultant's sole discretion, sees fit.

### **Arbitration**

12. As concluded by the parties to this Agreement on the advice of counsel, and as evidenced by the signatures of the parties and of their respective attorneys, any controversy between the parties involving the construction or application of any of the terms, covenants, or conditions of this agreement will, on the written request of one party served on the other, be submitted to arbitration. Any arbitration must comply with and be governed by the provisions of the *Texas Civil Practice and Remedies Code Section 171.001* et seq., or a successor statute.

Each of the parties to this agreement is entitled to appoint one person as an arbitrator to hear and determine the dispute, and each party will attempt in good faith to agree with the other as to a third arbitrator. If the parties should prove unable to agree in this way, then the two arbitrators already chosen will select a third impartial arbitrator. The expenses of arbitration will be borne by the losing party or as the arbitrators decide.

### **Remedies**

13. If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party will be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party is entitled.

### **Texas Law to Apply**

14. This agreement is governed by the laws of the State of Texas, and all obligations of the parties created under this agreement are performable in Tarrant County, Texas.

**Parties Bound**

15. This agreement will be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this agreement.

**Legal Construction**

16. In the event that any one or more of the provisions contained in this agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

**Prior Agreements Superseded**

17. This agreement constitutes the sole and only agreement of the parties to it and supersedes any prior understandings or written or oral agreements between the parties respecting this subject matter.

Executed at \_\_\_\_\_, Texas, on \_\_\_\_\_

WORLD HEALING CENTER CHURCH, INC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

CLARION CALL MARKETING, INC.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

# Clarion Call Marketing, Inc.

Post Office Box 2511  
Grapevine, TX 76099

## INVOICE

DATE: May 3, 2004  
INVOICE # DBP 001

Bill To: Benny Hinn Ministries  
Attn: Michael D. Clarke  
3400 William D. Tate Avenue  
Grapevine, TX 76051

**Comments or Special Instructions:** This invoice is billed in advance for a 40 hour workweek, with any overage or shortfall billed/credited on next statement.

| HOURS               | DESCRIPTION                                                                                                                                                                                                                                                                                                      | RATE PER HOUR | TOTAL        |
|---------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------|
| 173                 | Management Services: Lead Team Leader meetings with Ministry Dept. Heads; facilitate strategic plans for Ministry growth; various meetings w/ Sr. Pastor, employees and vendors; manage Ministry production timelines; interact with Auditors and Legal Counsel; various meetings for strategic problem solving. | 200.00        | 34,664.00    |
| 0                   | Prior months recapitulation for hrs over(under) amt. billed                                                                                                                                                                                                                                                      | -             |              |
| SUBTOTAL            |                                                                                                                                                                                                                                                                                                                  |               | \$ 34,664.00 |
| TAX RATE            |                                                                                                                                                                                                                                                                                                                  |               | 0.00%        |
| SALES TAX           |                                                                                                                                                                                                                                                                                                                  |               | -            |
| SHIPPING & HANDLING |                                                                                                                                                                                                                                                                                                                  |               | -            |
| TOTAL               |                                                                                                                                                                                                                                                                                                                  |               | \$ 34,664.00 |

Make all checks payable to **Clarion Call Marketing**

If you have any questions concerning this invoice, contact Matt Anthony at (214) 228-0677.

**THANK YOU FOR THE OPPORTUNITY TO PARTNER WITH YOU!**



# Clarion Call Marketing, Inc.

## Exclusive Recording Contract

This Agreement is entered into between Clarion Call Marketing, Inc., a Texas Corporation, hereafter referred to as "Company," with offices at 1159 Cottonwood Lane, Suite 150, Irving, Texas 75038, and Paul Stilwell-Stilwell Productions, a Sole Proprietorship, of Westlake Village, California, and Ralph Carmichael, an individual, of Westlake Village, California, hereafter collectively referred to as Stilwell/Carmichael "ArtistStilwell/Carmichael." ~~(We feel that Paul Stilwell Productions and Ralph Carmichael should be substituted for the word "ArtistStilwell/Carmichael" in this agreement.)~~

## **Exclusive Recording Services**

1. Company agrees to employ ArtistStilwell/Carmichael to do a recording, further described below, and ArtistStilwell/Carmichael agrees to record the designated and subsequent projects ~~(the designated and subsequent projects)~~ exclusively on Company's label for this recording. During the period in which this Agreement remains in effect, ArtistStilwell/Carmichael shall make a minimum of one completed master recording, which shall be the sole property of Company, including all intellectual property rights, trademarks and copyrights. ~~(We cannot give you something we do not possess.)~~ The recording is more particularly described as the provision by ArtistStilwell/Carmichael of Conductor Ralph Carmichael and the London Symphony Orchestra for a recording of Religious Hymns. The parties herein specifically agree that Company shall have the option and first right of refusal to contract with ArtistStilwell/Carmichael for three (3) subsequent recordings identical in nature and terms to this agreement. ~~(We, Paul Stilwell Productions and Ralph Carmichael and BHM / CCM may want to get through ONE recording before binding either party to this last line.)~~

## **Compensation**

2. Company shall pay to ArtistStilwell/Carmichael \$200,000.00 for the master recording on Company's label under the terms of this Agreement. Payment of this compensation shall be paid as follows: \$100,000.00 upon execution of this Agreement, and \$100,000.00 upon completion of the recording and provision of the completed master to Company. ~~(I address this item in my preface.)~~ Additionally, Company hereby agrees to license the use of the recording back to ArtistStilwell/Carmichael, after a period of 12 months from completion of the recording and delivery of the completed master to Company, for ArtistStilwell/Carmichael's use in sales or licensing to others in its normal course of business. This license back to ArtistStilwell/Carmichael shall be for a fee of \$200,000.00 paid by ArtistStilwell/Carmichael to Company upon provision of the license. ~~(Suggested terms offered in preface and email suggested memo deal.)~~ The grant of this license is not exclusive to ArtistStilwell/Carmichael and Company shall have the right to License use of the recording to other customers and clients of Company. ~~(We feel this would put us in competition with companies like Warner Bros. WORD or EMI Sparrow. The collective discussion on March 29<sup>th</sup> agreed that BHM / CCM would always have the right to sell product in tandem with any release from Paul Stilwell Productions and Ralph Carmichael.)~~

## **Royalty Terms**

## Work Made For Hire Agreement

I, Bruce R Barbour (referred to herein as the "Writer") hereby acknowledge and confirm the following:

1. Benny Hinn (referred herein as "Author") has specially ordered or commissioned Writer to create a literary work, tentatively entitled Healing which shall be a book on the history of the healing ministry from biblical times through today and referred to herein as the "Work." The manuscript of the Work, along with any permissions, shall be delivered to Author in electronic form on or before 30 March 2004 and be subject to Author's sole approval in all respects.
2. Author is and shall be the sole and exclusive owner of the Work and the worldwide copyright, renewal copyright (if any) and any extensions thereof, and all other rights of any nature whatsoever therein, and the Work shall be deemed a "work made for hire" as that term is defined in the United States Copyright Act. To the extent, however, that Writer may be deemed the "author" of the Work, Writer hereby transfers and assigns to Author all right, title and interest in and to the worldwide copyright and all other rights of any nature therein and any extensions or renewals thereof. Without limiting the generality of the foregoing, Author shall have the sole and exclusive right throughout the world to reproduce the Work in any form or medium and to exploit said reproductions in any manner it sees fit, or to refrain therefrom at its sole discretion, to modify or make derivative works based on the Work, and otherwise exploit the Work in any manner whatsoever.
3. Writer warrants, represents and covenants that the manuscript of the Work shall be wholly original, that it does not and shall not infringe upon or violate the rights of any other person, firm or entity, including without limitation, the copyright in any other work, or any person's rights of privacy or publicity; that no other person, firm or entity has claimed or will claim any rights of any nature in it or the proceeds of its exploitation; and that Writer has the full right, power and authority to enter into this agreement and to grant to Author the rights granted herein. Writer agrees to indemnify and hold Author harmless from and against any and all loss, liability, damage, cost and expense (including reasonable attorneys' fees) arising by virtue of any claim which is inconsistent with any of my warranties, representations, covenants contained herein or with regard to her breach of this agreement.
4. In full and complete consideration of Writer entering into this agreement and granting to Author the rights granted herein, Author shall pay to Writer the sum of sixty thousand dollars (\$60,000), payable as follows: thirty thousand dollars (\$30,000) within 10 days of executing this agreement and the balance in four monthly payments of seventy-five hundred dollars (\$7,500) beginning 1 Dec 2003. In the event the Author needs more time to complete review and edit of the material and the Work is not complete by 1 March, 2004, Author agrees to pay Writer an additional fee of seventy-five hundred dollars per month, due on the first of each month thereafter, until the Work is complete. Author agrees to pay Writer a bonus as follows: ten percent (10%) of all royalty earnings from the Work once distribution through retail, wholesale and ministry channels exceed 100,000 copies to be paid within ten (10) days of Author's receipt of royalty statements from Publisher and Clarion confirming sales have exceeded said amount. Writer acknowledges that this sum and bonus represent the entire consideration payable to him

with regard to the Work, regardless of the nature or extent of its exploitation, that it is fair and adequate, and that in no event shall Writer be entitled to any further compensation or consideration of any nature whatsoever with regard to the Work or its exploitation or the other rights granted to Author herein.

5. This document sets forth the entire agreement with regard to its subject matter and supersedes and replaces any previous agreements between the parties or promises or representations made by either party. This agreement may not be modified or amended except by a witness instrument executed by Author and Writer. This agreement shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ and the United States and any dispute concerning it shall be litigated exclusively in the courts of \_\_\_\_\_ County.

Executed this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Bruce R Barbour

AGREED AND ACCEPTED:

138-48-7987  
Social Security Number

Benny Hinn  
Author

Hinn/Barbour Wk4Hire doc

the Client, then in that case, Client agrees to pay Writer an additional fee of seventy-five hundred dollars (\$7,500) per month, due on the first of each month thereafter, until the Work is complete. Client agrees to pay Writer a bonus as follows: ten percent (10%) of all future royalty earnings from the Work paid by Publisher when distribution of the Work through retail, wholesale and BHM channels exceeds 100,000 (one hundred thousand) copies. Client shall direct Publisher of Work to pay Writer directly thereafter. In the event that Client chooses to privately publish the Work, then Client will pay Writer ten percent (10%) of all revenues generated by the Work over that amount earned by Client on distribution of 100,000 (one hundred thousand) copies. Payment shall be made by Client to Writer quarterly and include report of units distributed for payment period. Payments to Client will be made within thirty (30) days of close of each quarter. Writer acknowledges that this sum and bonus represent the entire consideration payable to him with regard to the Work, regardless of the nature or extent of its exploitation, that it is fair and adequate, and that in no event shall Writer be entitled to any further compensation or consideration of any nature whatsoever with regard to the Work or its exploitation or the other rights granted to Client herein.

5. Client will be responsible for all Writer's expenses in preparing the Work, including airfare, rental car, transportation, hotel, meals, overnight delivery service, research materials, and any other expenses that Client and Writer mutually agree are necessary to complete the Work. Client will approve all expenses before incurred by Writer and Writer will submit expense report on a regular basis and Client will make reimbursement within ten (10) days of receipt.

6. This document sets forth the entire agreement with regard to its subject matter and supersedes and replaces any previous agreements between the parties or promises or representations made by either party. This agreement may not be modified or amended except by a witness instrument executed by Client and Writer. This agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States. Any action brought to enforce this agreement shall be brought in Dallas County, Texas.

Executed this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Bruce R Barbour

AGREED AND ACCEPTED:

138-48-7987  
Social Security Number

\_\_\_\_\_  
For Clarion

~~Hinn Barbour Wk4Hire Doc Rev 12-18-03~~

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ARTICLES OF INCORPORATION  
OF  
CLARION CALL MARKETING, INC.

FILED  
In the Office of the  
Secretary of State of Texas  
JUN 16 2003  
Corporations Section

I, the undersigned, a natural person of the age of eighteen years or more acting as the incorporator of a corporation (hereinafter called the "Corporation") under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation.

ARTICLE ONE

The name of the Corporation is Clarion Call Marketing, Inc.

ARTICLE TWO

The period of duration of the Corporation is perpetual.

ARTICLE THREE

The purpose for which the Corporation is organized is to engage in the transaction of any and all lawful businesses for which corporations may be incorporated under the Texas Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares of capital stock which the Corporation shall have authority to issue is Ten Thousand (10,000), no par, designated Common Stock. Each share of such Common Stock shall have identical rights and privileges in every respect.

ARTICLE FIVE

No holder of any shares of capital stock of the Corporation, whether now or hereafter authorized, shall, as such holder, have any preemptive or preferential right to receive, purchase, or subscribe to (a) any unissued or treasury shares of any class of stock (whether now or hereafter authorized) of the Corporation, (b) any obligations, evidences of indebtedness, or other securities of the Corporation convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase, or subscribe to, any such unissued or treasury

shares, (c) any right of subscription to or to receive, or any warrant or option for the purchase of, any of the foregoing securities, or (d) any other securities that may be issued or sold by the Corporation.

#### ARTICLE SIX

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of \$1000.00, consisting of money, labor done, or property actually received.

#### ARTICLE SEVEN

Cumulative voting for the election of directors is expressly denied and prohibited.

#### ARTICLE EIGHT

No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, if:

- (a) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or the committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or
- (b) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders; or
- (c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board of Directors, a committee thereof, or the shareholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

This provision shall not be construed to invalidate a contract or transaction which would be valid in the absence of this provision or to subject any director or officer to any liability that he would not be subject to in the absence of this provision.

## ARTICLE NINE

The Corporation shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person (i) is or was a director or officer of the Corporation or (ii) while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent, or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise, to the fullest extent that a corporation may grant indemnification to a director under the Texas Business Corporation Act, as the same exists or may hereafter be amended. Such right shall be a contract right and as such shall run to the benefit of any director or officer who is elected and accepts the position of director or officer of the Corporation or elects to continue to serve as a director or officer of the Corporation while this Article Nine is in effect. Any repeal or amendment of this Article Nine shall be prospective only and shall not limit the rights of any such director or officer or the obligations of the Corporation with respect to any claim arising from or related to the Consulting of such director or officer in any of the foregoing capacities prior to any such repeal or amendment of this Article Nine. Such right shall include the right to be paid or reimbursed by the Corporation for expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Texas Business Corporation Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the Corporation within 90 days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to be paid also the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense are not permitted under the Texas Business Corporation Act, but the burden of proving such defense shall be on the Corporation.

## ARTICLE TEN

Any action of the Corporation which, under the provisions of the Texas Business Corporation Act or any other applicable law, is required to be authorized or approved by the holders of any specified fraction which is in excess of one-half or any specified percentage which is in excess of fifty percent of the outstanding shares (or of any class or series thereof) of the Corporation shall, notwithstanding any law, be deemed effectively and properly authorized or approved if authorized or approved by the vote of the holders of more than fifty percent of the outstanding shares entitled to vote thereon (or, if the holders of any class or series of the Corporation's shares shall be entitled by the Texas Business Corporation Act or any other applicable law to vote thereon separately as a class, by the vote of the holders of more than fifty percent of the outstanding shares of each such class or series). Without limiting the generality of the foregoing, the foregoing provisions of this Article Ten shall be applicable to any required shareholder authorization or approval of: (a) any amendment to these articles of incorporation; (b) any plan of merger, share exchange, or reorganization involving the Corporation; (c) any sale, lease, exchange, or other disposition of all, or substantially all, the property and assets of the Corporation; and (d) any voluntary dissolution of the Corporation.

Directors of the Corporation shall be elected by a plurality of the votes cast by the holders of shares entitled to vote in the election of directors of the Corporation at a meeting of shareholders at which a quorum is present.

Except as otherwise provided in this Article Ten or as otherwise required by the Texas Business Corporation Act or other applicable law, with respect to any matter, the affirmative vote of the holders of a majority of the Corporation's shares entitled to vote on that matter and represented in person or by proxy at a meeting of shareholders at which a quorum is present shall be the act of the shareholders.

Nothing contained in this Article Ten is intended to require shareholder authorization or approval of any action of the Corporation whatsoever unless such approval is specifically required by the other provisions of these Articles of Incorporation, the Bylaws of the Corporation, or by the Texas Business Corporation Act or other applicable law.

## ARTICLE ELEVEN

The address of the initial registered office of the Corporation 1159 Cottonwood Lane, Suite 150, Irving, Texas 75038, and the name of its initial registered agent at such address is David O. Middlebrook.



## ARTICLE TWELVE

The number of directors constituting the initial Board of Directors is one (1) and the name and address of each person who is to serve as director until the first annual meeting of shareholders and until such director's successor is elected and qualified or, if earlier, until such director's death, resignation, or removal as director, is as follows:

| <u>Name</u>          | <u>Address</u>                                           |
|----------------------|----------------------------------------------------------|
| David O. Middlebrook | 1159 Cottonwood Lane<br>Suite 150<br>Irving, Texas 75038 |

## ARTICLE THIRTEEN

To the fullest extent permitted by applicable law, a director of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for an act or omission in the director's capacity as a director, except that this Article Thirteen does not eliminate or limit the liability of a director of the Corporation to the extent the director is found liable for:

- (i) a breach of the director's duty of loyalty to the Corporation or its shareholders;
- (ii) an act or omission not in good faith that constitutes a breach of duty of the director to the Corporation or an act or omission that involves intentional misconduct or a knowing violation of the law;
- (iii) a transaction from which the director received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the director's office; or
- (iv) an act or omission for which the liability of a director is expressly provided by an applicable statute.

Any repeal or amendment of this Article Thirteen by the shareholders of the Corporation shall be prospective only and shall not adversely affect any limitation on the personal liability of a director of the Corporation arising from an act or omission occurring prior to the time of such repeal or amendment. In addition to the circumstances in which a director of the Corporation is not personally liable as set forth in the foregoing provisions of this Article Thirteen, a director shall not be liable to the Corporation or its shareholders to such further extent as permitted by any law hereafter enacted, including without limitation any subsequent amendment to the Texas Miscellaneous Corporation Laws Act or the Texas Business Corporation Act.

ARTICLE FOURTEEN

Any action which may be taken, or which is required by law or the Articles of Incorporation or Bylaws of the Corporation to be taken, at any annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall have been signed by the holder or holders of shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all shares entitled to vote on the action were present and voted.

ARTICLE FIFTEEN

The name and address of the incorporator is as follows:

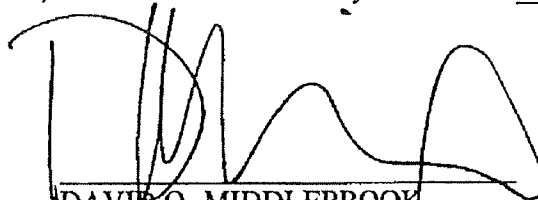
Name

Address

David O. Middlebrook

Brewer, Anthony, Middlebrook,  
Burley & Dunn, P.C.  
1159 Cottonwood Road, Suite 150  
Irving, TX 75038

JUNE IN WITNESS WHEREOF, I have hereunto set my hand this 12 day of  
\_\_\_\_\_, 2003.

  
\_\_\_\_\_  
DAVID O. MIDDLEBROOK

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## Work Made For Hire Agreement

I, Bruce R Barbour (referred to herein as the "Writer") hereby acknowledge and confirm the following:

1. Clarion Call Marketing, Inc. (referred herein as "Client") has specially ordered or commissioned Writer to create a literary work, tentatively entitled Healing which shall be a book on the history of the healing ministry from biblical times through today and referred to herein as the "Work." The manuscript of the Work, along with any permissions, shall be delivered to Client in electronic form within five months of signing of this agreement or, if for reasons beyond Writer's control, upon a mutually agreed upon date, and be subject to Client's sole approval in all respects.
2. Client is and shall be the sole and exclusive owner of the Work and the worldwide copyright, renewal copyright (if any) and any extensions thereof, and all other rights of any nature whatsoever therein, and the Work shall be deemed a "work made for hire" as that term is defined in the United States Copyright Act. To the extent, however, that Writer may be deemed the "author" of the Work, Writer hereby transfers and assigns to Client all right, title and interest in and to the worldwide copyright and all other rights of any nature therein and any extensions or renewals thereof. Without limiting the generality of the foregoing, Client shall have the sole and exclusive right throughout the world to reproduce the Work in any form or medium and to exploit said reproductions in any manner it sees fit, or to refrain therefrom at its sole discretion, to modify or make derivative works based on the Work, and otherwise exploit the Work in any manner whatsoever.
3. Writer warrants, represents and covenants that the manuscript of the Work shall be wholly original, that it does not and shall not infringe upon or violate the rights of any other person, firm or entity, including without limitation, the copyright in any other work, or any person's rights of privacy or publicity; that no other person, firm or entity has claimed or will claim any rights of any nature in it or the proceeds of its exploitation; and that Writer has the full right, power and authority to enter into this agreement and to grant to Client the rights granted herein. Writer agrees to indemnify and hold Client harmless from and against any and all loss, liability, damage, cost and expense (including reasonable attorneys' fees) arising by virtue of any claim which is inconsistent with any of my warranties, representations, covenants contained herein or with regard to her breach of this agreement.
4. In full and complete consideration of Writer entering into this agreement and granting to Client the rights granted herein, Client shall pay to Writer the sum of sixty thousand dollars (\$60,000), payable as follows: thirty thousand dollars (\$30,000) within 10 (ten) days of executing this agreement and the balance in four (4) monthly payments of seventy-five hundred dollars (\$7,500) beginning thirty (30) days after signing of this agreement and paid on or before the first of the month for the four following months. In the event the Client needs more time to provide Writer with material, complete review of, and or edit, the manuscript and the Work is not completed within five (5) months of date of this agreement due to the actions or inactions of