



# KNMT-TV Channel 24

432 N.E. 74th Avenue, Portland, Oregon 97213  
Phone: (503) 252-0792 FAX: (503) 256-4205

EX 217  
GLENDA  
Rope  
RATE CARD  
D

### AIRTIME RATES

1 Hour	\$462.00
1/2 Hour	341.00
60 Second	99.00
30 Second	72.00

DOCKET FILE COPY ORIGINAL

93-75

### PRODUCTION RATES

Set-ups and Strikes	\$ 75.00	Hour
Production	250.00	Hour (Includes 2 Cameras, 1 Video Tape Recorder, Audio & Directing Booths & Personnel)
Each Additional Camera	\$ 50.00	Hour
Each Additional Videotape Recorder	50.00	Hour
Character Generator	15.00	Page

### TAPE BETA SP

\$ 55.00	90 Minute
35.00	Hour
30.00	1/2 Hour

### 3/4" Cassette

\$ 40.00	Hour
25.00	1/2 Hour
20.00	20 Minute

### VHS Cassette

\$ 10.00	2 Hour
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### AUDIO 1/2" Reel

\$ 10.00	1 Hour
5.00	1/2 Hour

### Cassette

5.00	1 Hour
3.00	1/2 Hour

### DUBBING Programs

\$ 80.00	Hour	BETA SP - BETA SP
65.00	Hour	BETA SP - 3/4"
55.00	Hour	BETA SP - VHS
50.00	Hour	3/4" - 3/4"
45.00	Hour	3/4" - VHS
25.00	Each	Tape Stock - 30 or 60 Second

### POST PRODUCTION

Editing - 2 Machines	\$200.00	Hour	(1/2 Hour Minimum)
Voice Overs	50.00	Hour	(1/2 Hour Minimum)
Scriptwriting	25.00	Hour	(1 Hour Minimum)

Federal Communications Commission

Docket No. 93-25 Exhibit No 217

Presented by Glen J. Allen

**DEC 10 1993**

**DEC 10 1993**

Identified

Approved

Rejected

Disposition

Reporter Glen J. Allen

Date

218

**JUGGERT & WAYMAN, APC  
LAW FIRM  
2845 MESA VERDE DRIVE EAST, SUITE 4  
COSTA MESA, CA 92626**

Telephone: (714) 546-3600

Telecopier: (714) 546-0264

DOCKET FILE COPY ORIGINAL

=====  
Telecopier Transmission  
=====

Date: October 14, 1992

Time: 4:00 P.M.

Total pages, including this cover: 5

=====  
.....  
TO: E.V. Hill

Company Name:

Telecopier No: (213) 225 3177

Name of Sender: Norman Juggert

=====  
.....

Message: Gentlemen: I am transmitting a proposed agreement and instructions to First Interstate Bank. The stock value is based on \$14.80 per share. Please let me know if you feel corrections are in order.

FAXed

Federal Communications Commission

Docket No. 93-75 Exhibit No. 218

Filed by Glendale

Disposition	}	Identified	<u>DEC 10 1993</u>
		Received	<u>DEC 10 1993</u>
		Rejected	<u>                    </u>

Reporter Allen Wilmer

Date DEC 10 1993

JUGGERT & WAYMAN, APC  
LAW FIRM  
2845 MESA VERDE DRIVE EAST, SUITE 4  
COSTA MESA, CA 92626

Telephone: (714) 546-3600

Telecopier: (714) 546-0264

=====  
Telecopier Transmission  
=====

Date: October 15, 1992

Time: 3:45 P.M.

Total pages, including this cover: 3

=====  
.....  
TO: Brian F. McLaughlin, Vice President

Company Name: FIRST INTERSTATE BANK

Telecopier No: (714) 253-4288

Name of Sender: Norman Juggert

=====  
.....  
Message: Please let me know if you feel corrections are  
required.

*FAX ed*

JUGGERT & WAYMAN, APC  
LAW FIRM  
2845 MESA VERDE DRIVE EAST, SUITE 4  
COSTA MESA, CA 92626

Telephone: (714) 546-3600

Telecopier: (714) 546-0264

=====  
Telecopier Transmission  
=====

Date: October 15, 1992

Time: 1:15 P.M.

Total pages, including this cover: 3

.....  
TO: Paul Crouch

Company Name: TBN

Telecopier No: (817) 421-8801

Name of Sender: Norman Juggert

=====  
Message: Re: NMTV and BRACE Agreement

FAXED

JUGGERT & WAYMAN, APC  
LAW FIRM  
2845 MESA VERDE DRIVE EAST, SUITE 4  
COSTA MESA, CA 92626

Telephone: (714) 546-3600

Telecopier: (714) 546-0264

=====  
Telecopier Transmission  
=====

Date: October 15, 1992

Time: 4:00 P.M.

Total pages, including this cover: 5

=====  
.....  
TO: Cal Burton

Company Name:

Telecopier No: (310) 815-8135

Name of Sender: Norman Juggert

=====  
.....

Message: Gentlemen: I am transmitting a proposed agreement and instructions to First Interstate Bank. The stock value is based on \$14.80 per share. Please let me know if you feel corrections are in order.

*FAXed*

**CERTIFIED COPY OF CORPORATION RESOLUTION  
OF NATIONAL MINORITY TELEVISION, INC.  
TO OBTAIN CREDIT**

**Resolved**, that any of the following acting alone: Paul F. Crouch, President, or Jane Duff, Secretary, of National Minority Television, Inc., a California corporation, are hereby authorized, from time to time, in the name of this corporation to secure letters of credit or to obtain credit, with or without security, separately or jointly, from **FIRST INTERSTATE BANK OF CALIFORNIA** (hereinafter called the "Bank"), in such sums and upon such terms as may seem advisable to such officers. Said officers are authorized, with or without the corporate seal, to execute notes, drafts, guarantees, subordination agreements, applications and agreements for letters of credit, acceptance agreements, foreign exchange contracts, or other contracts or agreements of any type as evidence thereof or in connection therewith, and to pledge, assign, mortgage or hypothecate and to execute security agreements, financing statements, mortgages and deeds of trust upon or give trust receipts for such property of this corporation as may be agreed upon between them and Bank as security for any obligations of this corporation, now or hereafter existing. Any instruments executed hereunder are to be in such form and contain such terms and conditions as may be required by Bank.

Any one of such officers is authorized from time to time in the name of this corporation to endorse and discount with Bank, notes, drafts, trade acceptances, contracts and other paper at anytime owned or held by this corporation, and to guarantee payment thereof and to authorize and request Bank to purchase, exchange, sell or otherwise deal in or with stocks, bonds and other instruments, securities or property, all on such terms as such officer may approve.

Any one of such officers is also authorized to direct the disposition of the proceeds of any such obligation, and to accept from or direct delivery by Bank of any property of this corporation at any time held by Bank.

The authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby approved and ratified. The authority herein conferred shall continue in full force and effect until written notice of its revocation shall be received by Bank at each office of the Bank in which any account or credit of this corporation may be located.

**CERTIFICATION**

I, Jane Duff, Secretary of NATIONAL MINORITY TELEVISION, INC., a corporation organized and existing under the laws of the State of California, hereby certify that the foregoing is a true copy of a resolution duly and legally adopted by the Board of Directors of said corporation, at a legal meeting of said Board duly and regularly held October 15, 1992, and that said resolution has not been modified or rescinded.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jane Duff, Secretary





First Interstate Bank of California Corporate Banking 5000 Birch Street, Suite 10.000 Newport Beach, CA 92660

TO: Norman Juggert DATE: 10-15-92

FROM: Brian McLaughlin

COMMENTS: Re your request

Handwritten notes: 50170

NUMBER OF PAGES INCLUDING THIS COVER

SHEET 5

If you have any problem in the receipt of this fax, please call (714) 253-4377.

Return fax (714) 253-4288



SECURITY AGREEMENT

(COLLATERAL IN, OR COMING INTO, BANK'S POSSESSION OR EVIDENCED BY A BOOK OR RECORD ENTRY)

The undersigned ("Pledgor"), pursuant to the California Commercial Code (the "Code"), hereby grants a security interest to FIRST INTERSTATE BANK OF CALIFORNIA ("Bank") in the personal property and its proceeds which is recited and/or checked below and which, in the remainder of this Agreement is collectively referred to as the "Collateral":

[ ] the following-described personal property and its proceeds, including, but not limited to, interest and dividends:

(if additional space is required for property description, that further description appears on the attached sheet, which becomes a part of this Agreement);

[ ] any and all of Pledgor's personal property, tangible or intangible, in possession of Bank at any time this Agreement is still in effect:

The security interest granted by Pledgor hereinabove is granted as collateral for the payment to Bank of the liability of \_\_\_\_\_ ("Obligor") arising

out of the following (individually and collectively referred to as the "Obligation" below) as well as any renewals, extensions, modifications to and substitutions of the Obligation:

[ ] All liability and obligations owed Bank by Obligor, whether joint or several and whether absolute or contingent (including guarantees of third-party debt) now existing or hereafter arising:

[ ] Obligor's Note in favor of Bank dated \_\_\_\_\_;

[ ] Obligor's Loan Agreement with Bank dated \_\_\_\_\_;

[ ] Obligor's Guarantee in favor of Bank dated \_\_\_\_\_;

[ ] Obligor's Business AdvanceLine Line of Credit with Bank;

[ ] Bank's Letter of Credit dated \_\_\_\_\_, issued for Obligor's account, in favor of \_\_\_\_\_;

[ ] (Other -- describe) \_\_\_\_\_

Notwithstanding which box(es) above is/are checked, no indebtedness of Obligor to Bank that is "consumer credit" under the Truth-in-Lending Act and regulations issued pursuant to it will be secured by the Collateral unless the fact that the Collateral secures such indebtedness is appropriately disclosed in conjunction with such indebtedness as required by such Act and regulations.

If Bank waives in writing its security interest in any portion of the interest or dividends accruing on the Collateral, then any such interest or dividends shall be paid according to Pledgor's instructions; provided only that any such waiver shall not (a) apply to any dividend or other distribution payable in securities and (b) not be in effect after maturity of the Obligation or during any period when Pledgor or Obligor is in default of this Agreement and/or the Obligation.

If all or any part of the Collateral is a Certificate of Deposit ("CD"), and it is not evidenced by a passbook or other hard-copy certificate, but, instead, by an electronic entry upon Bank's records or the records of some other institution, Bank shall be deemed to possess the CD by means of such entry on its own records, or its possession of a receipt evidencing such entry on the institution's records, if Bank is not the institution. If all or any part of the Collateral is a deposit account (as that term is defined in the Code), or a CD, negotiable or otherwise, Pledgor understands and agrees that, in granting Bank this security interest in the Collateral, such grant shall be deemed to, and shall, include both such deposit account or CD and any funds associated with or represented by it and any renewal CD or other investment into which the proceeds are put, and, further, whatever right Pledgor shall have in such funds or proceeds shall be subordinate to Bank's right in the same for as long as all or any part of the Obligation remains unpaid.

If all or any part of the Collateral is a CD which matures prior to the time the Obligation has been fully satisfied, Pledgor hereby appoints Bank Pledgor's attorney-in-fact, with power to endorse, execute documents and to take any and all steps necessary to re-invest, as often as necessary, any or all of the funds, including interest on such funds, constituting such CD, as it matures, in one or more new certificates of deposit, which shall thereupon become part of the Collateral, until the Obligation is fully satisfied or, alternatively, until Bank exercises its rights as secured party, with respect to the Collateral. If Bank receives re-investment instructions from Pledgor no later than three days after maturity of such CD, Bank will try to reasonably comply with Pledgor's instructions. Otherwise, Bank will re-invest such CD for a term which approximates the remaining term of the Obligation or for a term similar to the original term of the CD or otherwise, as Bank deems appropriate. If the CD originally given Bank hereunder was issued by Bank, the interest rate on any renewal CD will be the same rate as offered to the general public for a CD of the term of such renewal CD. Pledgor further agrees and understands that, should Bank be entitled to have recourse to any CD described herein because of Obligor's default on, or the maturity of, the Obligation, Bank's recourse shall not be delayed or affected by the existence of any prepayment penalty associated with such CD, even though the assessment of any such penalty might have the effect of reducing any surplus from the encashment of such CD to which Pledgor might be entitled or increasing the amount of any deficiency which Bank may have the right to seek from Obligor and/or Pledgor.

This grant of a security interest in the Collateral is subject to the following additional conditions:

1. Bank, at its sole and absolute discretion, may cause the Collateral to be deposited in Bank, transferred to Bank's own name, or to the name of any other person, firm or corporation, individually, as secured party or trustee, or otherwise.
2. Any Pledgor who is also Obligor agrees: (i) to keep the Obligation at all times fully secured to Bank's satisfaction; and (ii) to make payment or deposit additional security in the event the value of the Collateral should at any time suffer a decline or for any other reason be at any time insufficient to properly and adequately secure the Obligation to Bank's satisfaction, with such additional

I further certify that the offices referred to in the foregoing resolution are now held by the following whose specimen signatures appear after their respective names.

Names and Titles or Offices Held	Signatures
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Dated: \_\_\_\_\_

\_\_\_\_\_  
(SECRETARY)

\_\_\_\_\_  
(PRESIDENT)

(NOTE: When Secretary is among those authorized, President should also sign Certification.)

security being subject to this Agreement. Any Pledgor who is not also Obligor agrees to make payment or deposit additional security in the event the value of the Collateral should at any time suffer a decline.

3. If Obligor fails to perform under the Obligation, Bank may set-off, demand, sell, assign and deliver, and/or collect all or any part of the Collateral, at public or private sale, at any time, upon only such notice as may legally be required, without any demand or advertisement which is not legally required. At any sale of stocks or bonds, Bank, or any holder of those securities, may become the purchaser of all or any part of the securities, and Pledgor will have no right of redemption. After all costs and expenses for collection, sale and delivery have been deducted, and after any remainder has been applied to the payment of the Obligation, Pledgor will then be entitled to any surplus. The provisions of this paragraph shall apply to any property which may be substituted for the Collateral and/or to any property given as additional security hereunder.

4. The security interest granted Bank herein shall extend to and include (without limitation) any stock rights, rights to subscribe, liquidation dividends, stock dividends, interest, new securities, and/or securities representing split-shares or other property or distributions to which Pledgor now is, or may later become, entitled on account of any property pledge to Bank under this Agreement.

If Pledgor receives any of the property described in the preceding sentence, Pledgor agrees to immediately deliver it to Bank, to be held as if it had been originally pledged under this Agreement.

5. Until all indebtedness owed to Bank under the Obligation has been paid, the power of sale and all other rights, powers and remedies granted to Bank in this Agreement shall continue to exist and may be exercised by Bank at any time, and from time to time, without regard to the fact that at any such indebtedness, or any part of it, may have been barred by any statute of limitations.

6. Pledgor represents that Pledgor is the owner of the Collateral, alone, or with any other person signing below; there are no other owners of the Collateral except for the undersigned; there are no restrictions on the transfer of the Collateral except those appearing on its face; there is no security interest, lien or encumbrance of any kind or nature against the Collateral, except that given Bank herein. If any Pledgor is also Obligor, any breach of this warranty shall give Bank the right to accelerate all or any part of the Obligation, regardless of the terms of any document evidencing such entirety or part of the Obligation.

7. Bank shall not have the right to vote any stock pledged hereunder unless and until Obligor is in default under the Obligation or there is a breach under this Agreement. In any such event, Bank or its nominee may vote any or all of the stock.

8. Except as shown on the document itself, Pledgor represents and warrants that none of the securities subject hereto is a "restricted security" within the meaning of SEC Rule 144 and that none of the securities is or has been acquired by a "control person" within the meaning of SEC Rule 144.

9. Bank may, in its absolute discretion and without prejudice to any of its rights hereunder, grant extensions of time or other indulgences to Obligor, take, give up, modify, vary, exchange or renew any other securities or property it holds, or may in future hold, as security for all or any part of the obligation; abstain from perfecting or taking advantage of any other such securities or property; accept or make compositions or other arrangements; discharge or release any party or parties; realize on any or all of the Collateral and otherwise deal with Obligor and other parties and the Collateral or any part of it, as Bank may deem expedient.

10. This Agreement and any documents related to it shall be governed and construed in accordance with the laws of the State of California, except for its choice of law statutes and precedents.

11. In this Agreement, the singular includes the plural, and vice versa.

12. Any Pledgor who joins in executing this Agreement and who is not otherwise liable for repayment of the Obligation does not assume, by execution of this Agreement alone, additional liability for repayment of any or all of the Obligation.

13. If more than one Pledgor executes this Agreement, all of the agreements contained in it shall be construed as being joint and several obligations of each of such Pledgors, except as provided in the preceding paragraph 12.

14. This Agreement is assignable with the Obligation or any part of it, and when so assigned, Pledgor shall be bound as above to the assignees without in any manner affecting Pledgor's liability under this Agreement on any part of the Obligation retained by Bank.

15. Upon payment in full of the Obligation, the holder of the Collateral is authorized to deliver it to any Pledgor or to the order of any Pledgor.

16. If this Agreement is executed by a corporation, the signing officers do so under authority of a resolution of its Board of Directors.

17. Pledgor's signature below acknowledges Pledgor's receiving Bank's receipt for the Collateral described above.

18. If any part of this Agreement is held to be unenforceable by a court having proper jurisdiction over the matter, the remainder of it shall continue in full force and effect as written.

---

FIRST INTERSTATE BANK OF CALIFORNIA

By \_\_\_\_\_

JUGGERT AND WAYMAN

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

2845 MESA VERDE DRIVE EAST, SUITE 4  
COSTA MESA, CALIFORNIA 92626

NORMAN G. JUGGERT  
KENNETH L. WAYMAN

TELEPHONE  
AREA CODE 714  
546-3600

October 16, 1992

Community Brace, Inc.  
5109 Crenshaw Boulevard  
Los Angeles, CA 90043

Attn: Cal Burton

Dear Cal:

The letter of credit should be established on Monday, October 19, 1992 at First Interstate Bank, 5000 Birch Street, Suite 10,000, Newport Beach, California. Please let me know what verification you will need.

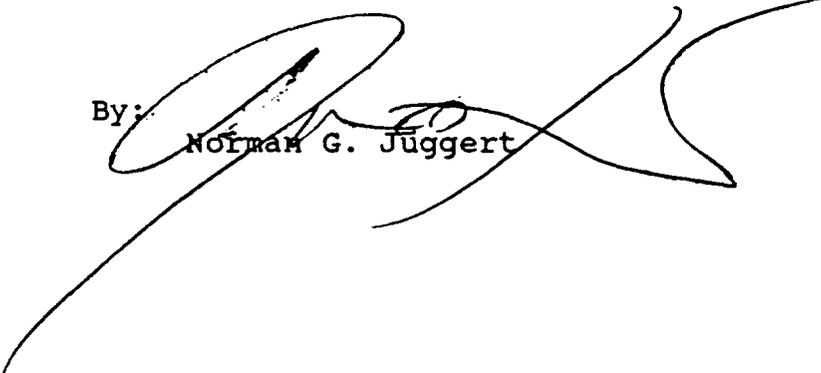
I am enclosing the original and three copies of the proposed agreement between National Minority and Community Brace. Please let me know if you feel it needs to be modified. If not, please sign and return two copies and I will provide you with a signed copy.

Terry Hickey has generated some definite interest in Community Brace at First Interstate.

I have to agree with you that the potential of Community Brace to provide assistance is beyond our full comprehension. We look forward to working with you and appreciate the opportunity to be a part of the team.

Sincerely,

JUGGERT & WAYMAN, APC

By:   
Norman G. Juggert

## JUGGERT AND WAYMAN

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

2045 MESA VERDE DRIVE EAST, SUITE 4  
COSTA MESA, CALIFORNIA 92626

TELEPHONE

AREA CODE 714  
546-3600NORMAN G. JUGGERT  
KENNETH L. WAYMAN

October 26, 1992

To: Paul Crouch, Jane Duff &amp; Terry Hickey

Re: Community Brace, Inc.

I met with Curt Smothers today. He is the attorney representing Community Brace, Inc. His primary office is in Oakland and he maintains a secondary office in Washington D.C.

Mr. Smothers has been dealing with John Simmonds of the Small Business Loan department in Washington D.C. According to Mr. Smothers the arrangement that we have worked out with CB for a loan cannot be approved. The government is afraid that a loan will be paid from funds required for the general operations of the SSBIC leaving insufficient capital for the business to prosper. According to Smothers the feds want the investor to have a stake in the operations beyond the repayment of the loan.

What the government will accept is not clear. Mr. Smothers hopes to receive a clear statement from Mr. Simmonds today. We attempted to telephone Simmonds twice during our meeting.

According to Smothers, Simmonds is considering a transaction that would provide NMTV with preferred stock, ie., stock that would have a preference for payment prior to payment of dividends. Such stock can be either voting or non-voting and could be mixed with common voting stock. The preference would still allow board members and staff to receive compensation as determined by the Board of Directors, which we will not control under the present arrangement.

If we are interested in preferred stock, we could insist that the articles be amended to cause the corporation to function as a "California close corporation." The shareholders of such a corporation may enter an agreement defining board representation and compensation limits before the corporation begins to operate. There are other limits that we could insist on as part of the deal.

Again, at this stage we do not know if the feds will approve even a preferred stock arrangement.

One other important issue that Smothers raised was a limitation on investors from being involved that do not have assets equal to two times their debt. I assume this will cause problems for NMTV.

Smothers promised to telephone me as soon as he received word

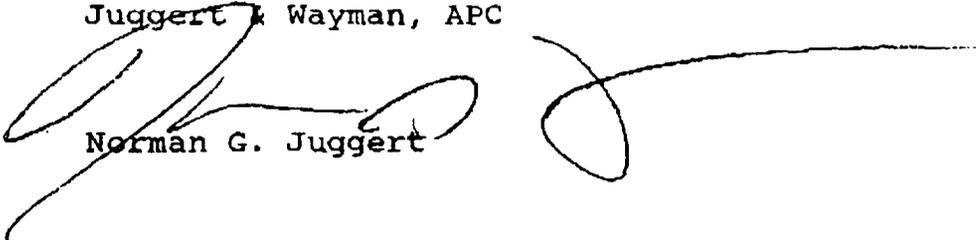
*\$ paid back via profits not out of the Capital -*

from Simmonds.

For the record, Smothers Oakland telephone number is 510-568-6256.

Juggert & Wayman, APC

Norman G. Juggert



NORMAN G. JUGGERT  
KENNETH L. WAYMAN

JUGGERT AND WAYMAN

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

2848 MESA VERDE DRIVE EAST, SUITE 4

COSTA MESA, CALIFORNIA 92626

Fax: (714) 546-0264

TELEPHONE  
AREA CODE 714  
546-3600

FAX TRANSMISSION

Date: 10/16/92

Time: Noon

Total pages, including this cover: 2

TO: NMTV - June Dupp

Company Name: \_\_\_\_\_

Telecopier No.: 730-3568

Name of Sender: Noon Juggert

Message: Please sign and FAX  
the Application to First Interstate  
Brian McLaughlin. FAX # 714-  
253-4288; Tel # 714-253-4325

For Operator's Use Only:

If you do not receive all pages, or if they are not legible, please contact us immediately at (714) 546-3600 by VOICE or (714) 546-0264 by FAX.

THE INFORMATION CONTAINED IN THIS FAX MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.

JUGGERT AND WAYMAN

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

2848 MESA VERDE DRIVE EAST, SUITE 4  
COSTA MESA, CALIFORNIA 92626

Fax: (714) 546-0264

NORMAN G. JUGGERT  
KENNETH L. WAYMAN

TELEPHONE  
AREA CODE 714  
546-3600

FAX TRANSMISSION

Date: 10/16/92

Time: 11:50

Total pages, including this cover: 2

=====

TO: Paul Crouce

Company Name: NMTV

Telecopier No.: \_\_\_\_\_

Name of Sender: Norm Juggert

=====

Message: Please sign the fax  
copy the resolution certification  
and fax it to Terry Hickey.  
The bank insists upon both  
signatures

=====

For Operator's Use Only:

If you do not receive all pages, or if they are not legible, please contact us immediately at (714) 546-3600 by VOICE or (714) 546-0264 by FAX.

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TO: **FIRST INTERSTATE BANK OF CALIFORNIA**  
Formerly United California Bank

**LETTER OF CREDIT APPLICATION AND SECURITY AGREEMENT**

Please issue your irrevocable Letter of Credit as follows:

Airmail

Cable

L/C No. \_\_\_\_\_

IN FAVOR OF (name and address)	
FOR ACCOUNT OF (person or firm requesting this credit)	TENOR OF DRAFTS
(check only one)	
DRAWINGS FOR _____% OF INVOICE VALUE	AMOUNT
<input type="checkbox"/> NOT TO EXCEED	
<input type="checkbox"/> APPROXIMATELY	

DRAFTS TO BE ACCOMPANIED BY THE FOLLOWING DOCUMENTS: (which the originating bank is authorized to forward to you in one mailing.)

COMMERCIAL INVOICE(S) (indicate number of copies) \_\_\_\_\_  SPECIAL CUSTOMS INVOICE(S) \_\_\_\_\_

INSURANCE POLICY(IES) COVERING THE FOLLOWING RISKS (such as marine and war risk, etc.) \_\_\_\_\_

INSURANCE EFFECTED BY OURSELVES (name of ins. co. and policy no.)

[We agree to furnish you, upon request, such policy.

OTHER DOCUMENTS \_\_\_\_\_

FULL SET OF CLEAN ON BOARD OCEAN BILLS OF LADING, TO ORDER OF SHIPPER, BLANK ENDORSED

PERSON OR FIRM TO BE NOTIFIED BY CARRIER UPON ARRIVAL OF SHIPMENT

NOTIFY:

AIRWAY BILL/AIR CONSIGNMENT NOTE CONSIGNED TO \_\_\_\_\_

RAILROAD/TRUCK BILL OF LADING CONSIGNED TO \_\_\_\_\_

EVIDENCING SHIPMENT OF:

COMMODITY (omit details of price, quality, etc.) \_\_\_\_\_

FROM (country or port of shipment)	DESTINATION (port of arrival)	SHIPPING TERMS (check one)			
		<input type="checkbox"/> FAS	<input type="checkbox"/> FOB	<input type="checkbox"/> C&F	<input type="checkbox"/> CIF
SHIPMENT TO BE MADE NO LATER THAN	DATE THIS CREDIT TO EXPIRE	TRANSHIPMENT		PARTIAL SHIPMENTS (check one)	
		<input type="checkbox"/> ALLOWED	<input type="checkbox"/> NOT ALLOWED	<input type="checkbox"/> ALLOWED	<input type="checkbox"/> NOT ALLOWED

SPECIAL INSTRUCTIONS \_\_\_\_\_

We, and each of us, agree that the terms and conditions set forth on this and the reverse page hereof are hereby made a part of this application and are hereby accepted and agreed to by us.

DATE	CUSTOMER'S CURRENT LIABILITY
FOR BANK USE ONLY	SIGNATURE OF LOAN OFFICER AUTHORIZING CREDIT
OFFICE NO.	

APPLICANT'S NAME \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

15

## LETTER OF CREDIT AND SECURITY AGREEMENT

In consideration of your opening an account and your request for a letter of credit in accordance with the terms stated on the reverse side hereof, and you or your correspondents accepting or paying drafts or your request or for our account, we, and each of us, hereby represent, warrant and agree, as follows:

1. We will pay you in lawful money of the United States of America at your office, on demand in the case of sight drafts, and on such time before maturity as you may require to enable you to meet payment of at least one business day before maturity in the case of time drafts, an amount sufficient to pay all monies to be paid by you or your correspondents to meet disbursements of any kind or character made or to be made pursuant to said letter of credit, together with interest, commissions, charges and any and all other amounts owing you or paid or to be paid by you in connection therewith. We also authorize you to charge any accounts any of us may have with you for all such payments to be made by us.
2. We hereby grant to you a security interest in all goods and documents, and the proceeds or products thereof, which shall come into our possession or control, or in which we may acquire an interest, or which shall come into the possession or control of you or any of your correspondents as a result of opening or in connection with any transactions under said letter of credit or otherwise, as security (a) for all payments made or to be made by you or your correspondents pursuant to said letter of credit; (b) for all interest, commissions or other charges in relation to said letter of credit; (c) for any other obligations of any of us to you. At any time and from time to time, on demand, we agree to deliver, convey, transfer, or assign to you, as security, for any and all of our liabilities hereunder or otherwise, which are now or may at any time hereafter be owing by any of us to you, additional property of a value and character satisfactory to you, or to make such payment as you may require. We will, at our expense, do, make, procure, execute and deliver all acts, things, writings and assurances as you may at any time require to protect, assure or enforce your interests, rights and remedies created by, provided in or embracing this agreement, including but not limited to execution of writing, documents and instruments required by you to perfect this security interest under the California Uniform Commercial Code.
3. Any changes or modifications with respect to the terms or provisions of said letter of credit or any of the matters or things herein contained must be in writing and signed by us, shall be effective only after receipt thereof and agreement thereto by you and all other concerned parties and shall have no effect upon actions taken by you or by your correspondents prior to such receipt and shall have no effect upon the remaining terms or provisions of the said letter of credit or this agreement. Any such changes or modifications made by any of us shall be deemed to have been made by all of us.
4. We represent and warrant that any and all necessary import, export or other licenses for the import, export or shipping of any and all goods shipped under or pursuant to or in connection with credit have been obtained and that all foreign and domestic governmental regulations in regard to the shipment of any and all such property or the financing thereof have been or will be complied with. We will obtain or cause to be in existence insurance satisfactory to you on any goods described in said letter of credit. You are hereby authorized and empowered to collect the amount due under any such insurance and apply the same against any of our obligations to you arising under said letter of credit or otherwise.
5. To indemnify and save you and/or your correspondents harmless against and from and to pay to you and/or your correspondents on demand any and all loss, liability, damage, costs and expense, including reasonable attorneys' fees, arising out of the issuance by you or any of your correspondents of letters of guaranty or indemnity to enable us or our agents to obtain delivery of the property or any portion thereof in the absence of the requisite documents. We also agree to take immediate steps upon the issuance by you or any of your correspondents of any such letters of guaranty or indemnity to cause the prompt delivery to you or your correspondents, as the case may be, of the missing documents covered by such letters of guaranty or indemnity, in whole or in part, and to make such payment as you may require to the addressee of such letters. If, upon receipt of such documents covering any of the property, you find such documents to be incorrect, defective, or not in conformity with the terms of the said letter of credit, you are nevertheless authorized to accept and/or pay the draft(s) covering said documents with the same force and effect as though such documents were in full and exact compliance with the terms of the said letter of credit.
6. Upon any default by any of us in any of the undertakings herein set forth, or upon the failure of any of us to fulfill, with or without notice, to furnish satisfactory additional collateral or to make payments on account as herein agreed and to perform or comply with any of the other terms or provisions of this agreement, or in the event of the failure in business, dissolution, termination of existence or insolvency of any of us, or in case any petition in bankruptcy should be filed by or against any of us, or any proceeding in bankruptcy or under any Act of Congress relating to the relief of debtors should be commenced for the relief or readjustment of any indebtedness of any of us either through reorganization, extension, arrangement, or otherwise, or if any of us should make an assignment for the benefit of creditors or take advantage of any insolvency law, or if a receiver of any of our property should be appointed on any time or if any of our funds or other property which may be in or come into your possession or control or that of any third party acting on your behalf as aforesaid should be attached or distrained or should be or become subject to any mandatory order of court or other legal process, then, or at any time after the happening of any such event, any or all of the aforesaid obligations and/or liabilities of each of us shall, at your option, become due and payable immediately, without demand or notice; and you shall have the remedies of a secured party under the California Uniform Commercial Code and full power and authority are hereby given you to the full extent permissible by law to sell, assign, and deliver all or any of the property hereinbefore referred to, or any substitutes therefor, or any additions or accretions thereto, or any other property upon which you have heretofore been given a lien or security interest, at any public or private sale, at your option, either for cash or on credit or for future delivery, without assumption of any credit risk, and to the full extent permissible by law, without either demand, advertisement or notice of any kind, all of which are hereby expressly waived. At any such sale, you may, at your sole discretion, to the full extent permissible by law, purchase the whole or any part of the property sold, free from any right of redemption on our part, all such rights being also hereby waived and released, in the event of any sale or other disposition of any of the property as aforesaid, after deducting all costs or expenses of every kind for retarding, holding, care, safekeeping, collection, preparation for sale, sale, delivery or otherwise, including reasonable attorneys' fees and legal expenses incurred by you in connection therewith, you may apply the residue of the proceeds of the sale or other disposition thereof to the payment or reduction, either in whole or in part, of all or any of our obligations and/or liabilities, whether then due or not due, making proper allowance for the interest on obligations or liabilities not then due, and retaining the surplus, if any, to us or to the person or persons entitled thereto; all without prejudice to your rights against us with respect to any and all amounts which may be or remain unpaid on any of our said obligations and/or liabilities. We delay on your part or that of any assignee or transferee hereunder in exercising any right or options under this agreement shall operate as a waiver of any such rights or options or prejudice your rights as against us.
7. You are hereby authorized, at your option and without any obligation to do so, to transfer to the holder, assignee and/or register in the name of your nominee all or any part of the property which may be held by you as security at any time hereunder, and to do so before or after the maturity of any of the said obligations and/or liabilities and with or without notice.
8. You shall not be deemed to have waived any of your rights hereunder unless you or your duly authorized agent shall have signed such waiver in writing. No such waiver, unless expressly so stated therein, shall be effective as to any transaction which occurs subsequent to the date of such waiver nor as to any continuance of a breach after such waiver.
9. Said Letter of Credit shall be subject to and performance by you, your correspondents and the beneficiaries thereof shall be governed by the "Uniform Customs and Practices for Documentary Credits" as adopted from time to time by the International Chamber of Commerce.
10. You may assign or transfer this agreement, or any instrument and/or document evidencing all or any of the aforesaid obligations and/or liabilities, and may deliver all or any of the property then held as security herefor to the transferee, who shall thereupon be deemed to have acquired all full powers and rights in respect thereto given you herein or in the instrument and/or document transferred, and you shall thereupon be deemed released and fully discharged from any liability or responsibility with respect thereto, but you shall retain all rights and powers hereby given with respect to any and all instrument, documents, rights or property not so transferred.
11. We hereby authorize and appoint you to act as our agent in obtaining and cancelling insurance and adjusting and settling claims under the insurance on any of the property referred to in this agreement and in endorsing and negotiating any documents or instruments necessary to permit collection of proceeds of collateral.
12. This agreement shall be binding upon us as well as upon our legal representatives, successors and/or assigns, shall be construed as the joint and several obligation of each of us where there is more than one, and shall be deemed to be made under and shall be governed by the laws of the State of California in all respects, including matters of construction, validity and performance. If this agreement is signed by one individual, the terms "we", "our", and "us" shall be read throughout as "I", "my" and "me" as the case may be.



**AGREEMENT BETWEEN  
NATIONAL MINORITY TELEVISION, INC.  
AND  
COMMUNITY BRACE, INC.**

NATIONAL MINORITY TELEVISION, INC. ("NMTV") and COMMUNITY BRACE, INC. ("CB") enter this Agreement on the 19th day of October, 1992.

I. NMTV agrees to loan CB the sum of ONE MILLION FOUR HUNDRED FOURTY THOUSAND AND EIGHT HUNDRED DOLLARS (\$1,440,800.00) to be evidenced by a promissory note executed by CB and bearing interest at the rate of seven percent (7%) per annum with principal and interest due and payable in three (3) years.

II. CB warrants that it is authorized to issue one class of stock only and that such stock is common voting stock of which the total number of shares that CB is authorized to issue is TEN THOUSAND (10,000) shares. CB further agrees to issue to NMTV and NMTV agrees to purchase FOUR THOUSAND (4,000) shares of said common voting stock for FIFTY-NINE THOUSAND TWO HUNDRED DOLLARS (\$59,200.00). CB agrees that it will amend its bylaws to require an affirmative vote by more than two-thirds of its share holders to amend its bylaws or its articles of incorporation.

III. NMTV shall be obligated to consummate said loan and to acquire said stock upon receipt of satisfactory proof from CB that CB has received all consents, approvals and permits that are required for CB to operate as a duly authorized and lawful Specialized Small Business Investment Company and that two representatives of NMTV that are not shareholders of CB have been

elected as full voting members of the Board of Directors of CB.

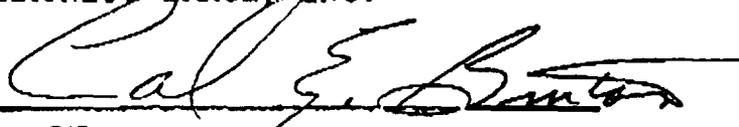
IV. The parties agree that the aforesaid loan and payment for the common voting stock of CB by NMTV shall occur through a letter of credit in favor of NMTV and for the account of CB requiring written certification from CB and NMTV that the terms and conditions of this Agreement have been fully complied with.

WITNESS our signatures on the day and year first written above.

"CB"

COMMUNITY GRACE, INC.

By



CAL E. BURTON, PRESIDENT

"NMTV"

NATIONAL MINORITY TELEVISION, INC.

By \_\_\_\_\_

**AGREEMENT BETWEEN  
NATIONAL MINORITY TELEVISION, INC.  
AND  
COMMUNITY BRACE, INC.**

NATIONAL MINORITY TELEVISION, INC. ("NMTV") and COMMUNITY BRACE, INC. ("CB") enter this Agreement on the 19th day of October, 1992.

I. NMTV agrees to loan CB the sum of ONE MILLION FOUR HUNDRED FORTY <sup>SIXTY</sup> THOUSAND AND <sup>THREE</sup> EIGHT HUNDRED DOLLARS <sup>48,300.00</sup> (~~\$1,440,800.00~~) to be evidenced by a promissory note executed by CB and bearing interest at the rate of seven percent (7%) per annum with principal and interest due and payable in three (3) years.

II. CB warrants that it is authorized to issue one class of stock only and that such stock is common voting stock of which the total number of shares that CB is authorized to issue is TEN THOUSAND (10,000) shares. CB further agrees to issue to NMTV and NMTV agrees to purchase FOUR THOUSAND (4,000) shares of said common voting stock for FIFTY-NINE THOUSAND TWO HUNDRED DOLLARS (\$59,200.00). CB agrees that it will amend its bylaws to require an affirmative vote by more than two-thirds of its share holders to amend its bylaws or its articles of incorporation.

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WITNESS our signatures on the day and year first written above.

"CB"

COMMUNITY SPACE, INC.

By Cal E. Burton

CAL E. BURTON, PRESIDENT

"NMTV"

NATIONAL MINORITY TELEVISION, INC.

By \_\_\_\_\_



The United States of America  
**SMALL BUSINESS ADMINISTRATION**

**LICENSE**

This is to certify that \_\_\_\_\_ (LICENSEE'S NAME)  
a \_\_\_\_\_ (STATE) \_\_\_\_\_ corporation with its principal office  
located at \_\_\_\_\_ (CITY & STATE) \_\_\_\_\_ is hereby licensed as a  
Small Business Investment Company under the Small Business Investment Act of 1958, as  
amended, to provide equity capital, long-term loans and management assistance to small  
businesses for their operations, growth, expansion and modernization.

*This License is not assignable or transferable.*

The aforesaid Licensee is authorized to conduct its operations in \_\_\_\_\_ THE STATE(S) OF \_\_\_\_\_  
(NAME OF STATE(S))

Issued at Washington, D.C. on \_\_\_\_\_ (DATE LICENSE ISSUED)

(SIGNED)

Special Administrator for Business and Investment

(SIGNED)

Administrator

(Licensee Name)

22