CERTIFICATE

Vol.mgi Page 16572



OFFICE OF THE SECRETARY OF STATE



I, PHIL KEISLING, Secretary of State of the State of Oregon, and

 \sim Custodian of the Seal of said State, do hereby certify:

THAT the attached copy is a true and exact copy of the presently effective financing statement on file under the Uniform Commercial Code listing MOUNTAIN SIDE CABLE INC, LARRY R MILES, MARVIN F DILBECK, and PREMIERE CABLE SERVICES as debtor(s) and JAMES M BUTTERS as secured party.				
EILE_NO_	DATE_FILED	TIME		
M25071	September 04, 1987	1:31 PM		



Stor P

In Testimony Whereof, I have hereunto set my hand and affixed hereto the Seal of the State of Oregon. Done at the Capitol at Salem, Oregon, this 14th day of August, A.D. 1991. PHIL KEISLING, SECRETARY OF STATE

orothy M. H By:

Assistant to Secretary of State

Return: CT Corporation System 1600 Broadway #1450 Denver, Colorado 80202

Attn: C.M. Lude '

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for Sing persons to the Uniform Commercial	A IT IN A IT	CING STATEMEN	Naturity Date 25'0	
Larry R. Willsta Agrild P. Premiere One Ltd., a Color Partnership and Piemiere C. Services, Inc., c/o Baker 303 F. 16th Ave. Deaver	ble for James M. Butters ado Limited 215 North Union able Rock Rapids, Iowa Hostetler,	مدرسه (m) : 51246	1. Cordenall; 5. For Filling Officer: Time, Date 1. M. Filling Officer: Time, Date 2. 4. 1. 31 FH 107	
3. The Financiae Statement Covers the Follow See attached schedules			2.5 0.7.1 INF	
2 Frentrels	2 Products of the Collateral are Also Covered:		To be Recorded in Proj. Existe Nortgage Records	
See attached schedules	8. Namely Record Owbert	See_atte	the 1. schedules	
P The statement is filed with the between and state of and Control of the statement of the statement of the Control of the statement of the statement of the PPPND TPP DATE THE STATEMENT of the	nerver to perfect a second by interest in contraction of the perfect of the perfe	A 57 18 7 7 7 1	Part Part in A Mondalin	
Premiara/Cable Spruites Int	Lie	Apy side ca	Rety Ulling Da	

H25071 KLAMATH COUNTY, OREGON

SECY OF STATE ORF

SEP, 4 1 31 - PH 187

20 foot by 40 foot section of the MM corner of Lots 1 through 10, inclusive, Block 59, Grandview Addition to Bonanza, according to the official plat thereon on file in the office of the County Clerk of Klamath County, Oregon.

Collateral is or includes fixtures

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2.

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Record owner is Town of Bunnnza, Oregon.

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Beginning at the most southerly corner of D.V. 305, Page 225, as marked by a cyclone fence corner, said corner being S27°23'33'W 1387.12 feet (S26°31'30'W 1383.9 feet by said deed volume): thence Wasterly corner of said deed volume and being the True Point of Beginnong of this description; thence MA0°08'00'W 50.00 feet to a 1/2-inch iron pin; thence MA9°52'00'E 50.00 feet to a 1/2-inch iron said deed volume; thence SA9°52'00'E to the most northerly corner of said deed volume; thence SA9°52'00'E to the True Point of Beginning No. 2339, as recorded in the office of the Klamath County Sucveyor.

Collateral is or includes fixtures Record owner is the City of Malin, Oregon.

Collateral is or includes fixturer Record owner is the City of Merrill, Oregon.

and some managers



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Imaka ITaling Ca."	SECURITY AGREEMENT	H 2 5 0 7 1	
		SECY OF STATE ORF	
HOUNTAIN SIDE CA Iowa Corporation	ABLE, INC., An I Let al.	Бате 2],5, 19 <u>с\$.1</u> Uп.1011-Street	
	LYON COUNTY		
(berelastier salled "DEDTOR"), for e		,	
Namer JAHES M. BUTTERS	·		
Omes Actress: 215 No. Unfo (hereinatter esiled "ABOURME PART eventicitations thereis or thereis of the	n Street, Rock Rapids, Iowa 51; Y") a granity intered in the following property an election salied the "UDLLATERAL")	246 4 any and all additions, accessions and	
See Exhibit A At	tached.		
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blark if applicable (B (a) All of L goode and all elber tanglole perconal furgiand what contraits of service contract sights with respect thereto an	veblar's investory including all goods, merchandlas, r property now twosd or bereatler acquired and held or used or eonsumd in Drbtor's business (ail here is proceeds of both. Willingut limitation the term "Inv	aw malerials, goods in process, finished for sale or issee or furnished or to be institur estilled the "inventory"), and in sutory" includes	
	, supplies, machinery, decoders s, field supplies and material		
		A. optimis	15
Mark if applicable () (b) All account now or beradler received by or belong therefor, all right, tills and interest of and all rights of Debuter earned or yat	unis, moiss, disiis, chailel paper, acceptances and oth lag to liabing for ports an 'i by it of for services read Deliof in the merchandles which gave fies thereds. He makes a search under contracts to sell goods or render a	ier forms of obligations and fecalvables sered by it, all guaranties and accurities cluding the right of rioppage in transit, errices and in the proceeds thereof.	
	by is to ascure payment of the indebiedness evidence Party, or order, as follows:		
	•	•	
See Exhibit B At	ached		
JEE CANIDIC & AC			
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	94	by the Restand Danta as finantian	
behalf of the Deblor or his seeigns for interest thereon at retes to be hard at of any such advances or aspenditures a the payment of any and all extensions meas at any time owing to flectured l'ar Deblor to flectured Party, and for all o individuants halos referred to a line	may hereafter be advanced to the Debtor or expected any purpose whateover and exidenced by holes, dr the time of advancing or expending such additional and hell be optional with 3decured learly, or its assigned are renewals and successive extensions or renewale of ity, or its assigna, and absoli further secure the paymen of which this escurity agreement shall stand as a coo "Obligations"; and the Debtor agrees that the discu- sions secured hereby, at its option, on any of the mole	rails, open account, or dilevients, with me, provided, however, that the making nu this security agreement shall secure said note or notes, and of any indevided- nt of any and all indevidedness owing by though security until paid (all of such ad Party, its successor or assign, may	
DEDTOR EXPRESSLY WARRANTS A	ND COVENANTS:		
any interest therein.	orset granted hereby Debtor 1s, or to the extent that it will be, the owner of the Collateral free from any ad a Collateral against all claims and demands of all pe		
	a duly organized and existing corporation under the 1 	isws of the State et] GHA	
doing business. Atark if applicable [] 3. The escoul suthorised, are not in contraveniou of indenture, agreement or underlaking in	op, delivery and performance hereof are within Debi f law or the terme of Debtor's charter, by-laws, or) which Debtor is a party, or by which it is bound.	ior's corporate powers, have been duly other lacorporation pepers or of any	
tolore shipped or delivered pursuant to for said account debtor; there are said egreement under which may deduction i accounts arcent as rafacted in like ro; have good right to pinfec, sell, sasign have good right to pinfec, sell, sasign	counts sectivable, Dabtor will from time to time, as re sisting at the time "the request and all accounts of andisputed bons file indibitables of the account of of the anoiset of the account of the original sectors of counter claims of any nature but or discount may be claimed has been or will be made oper torsibuted by Debior; the Debior will be lawful and transfer the same, wild grant as excurity fulterest or transferred to any other person than Becured Pr of and and lead all accounts against the lawful claims and and discut all accounts against the lawful claims	sistorver against shy such account; bo with the account debtor on any of such (gwner of all such accounts and will t therein. Hons of such accounts has act or in any ray enumbered scopt	
6. Debtor will keep lis records com	e-ming accounts, contract -labte and inventory at		
Party by or through any of its officers, examine, inspect and make estracts for	Behicr will at all reasonable fluer agentia, employee, attorneys, or accountants to cau in Device inche and other recurde, and to arrange its account deliter or by other recthods. Jubior will re accounts receivable and any zourantees, accurdia	e sui from time to thine ablow Brourid mine and inspect the inventory and to for verification of accounts receivable, formals to theored Party upon request	

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Hark if applicable XX 4. Bo long as Secured Party does not request that the account debiors on the Cointeral be notified of the essignment thereof is Secured Party, Debior shall make collections of such accounts and term over such proceeds to Resured l'arty weikly or at such longer intervals as the Secured Party may allow, together with a collection report in form satisfactory to Secured Party, Secured Party my at any time holfy account their their the the the secure allowing and term assigned to Secured Party and the Secured Party and the Secured Party and the source of Party and the source of Party and the source of Party and the secure of Party Secured Party and the source of Party and the source of Party and the source Party and the source of Party and the sou

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7. "To evidence Secured Pariy's rights hersunder Debior will assign or endorse the Collaieral or proceeds thereof to Becured Pariy as Secured Pariy may request. Secured Pariy shall have full power to collect, compromise, andorse, sail or otherwise deal with the Collecteria or preceded thereof in its own name or that of Debior. Itshiro shall pay to Becured Pariy on admond any and all espeases inserred or espeaded by Secured Pariy in the collection or attempted collection of Collatersi and in protecting and estering the obligations and other rights of Secured Pariy in the collection or attempted collection of Collatersi and in protecting and

salarding the obligations and other reprise is around sary nervouur. Mark if applicable [] 6. With report to invaniory Debier shall immediately notify Secured Party of any event causing loss or depreseitation in the value of the invaniory and the embant of such tens or depreciation. Debier will deliver to Secured Party prior to the seath day of each month a report in form satisfactory to Secured Party with respect to the next present, invaniory invanion in a promise invaniory, invasianty sagained. Invaniory soil and delivers, invaniony soil and bid for future delivery, investory returned or reported invaniory tension used in undefined in delivery but returned to the sectory returned of the sectory of any use of the sectory of the sectory returned of the sectory used in a sectory of the sectory sectory returned of the sectory used in the sectory of the sectory sectory of the sect

Mark it applieshe [5] 6. Usil default, Debier may use the investory in any larful manner not incunsisiont with this agreement or with the terms or conflictence of any policy of insurance therean and may also call the bavestory in the ordinary course of businerse. A sale in the ordinary course of turniness does not insidue a traverto in particula or total satisfications of a dut. Datior will report to Beourd Farty weatly, or at such longer intervals as Decurd Party may allow, the sates of insuntory for anot weak or longer period. All proceeds of inventory restricted by Duttor shall be turned over to Resourd Party, together with the periodic report required shore, unless facured Uarty agrees that the proceeds for any period need not be turned over to it.

18. That no financing elatement covering the Colleters] or any proceeds thereof is on file in any public office and that at the request of Becured Party, Deblor will join with Becured Party in escuting one or more financing elatements pursuaut to the Nobresha Uniform Commercial Code in farm astisticatory to Becured Party and will pay cost of addition and financing elatement (Ms secured Party be avecally agreement and any continuents) or termination elatement, in all public offices wherever filing is drenied by Becured Party to be avecage to a second process the second process of the second by Becured Party in the second process of the second process of

11. To pay all lazes and assessments of every nature which may be levied or assessed against the Collateral.

12. Not to permit or allow any adverse lien, security interest or encumbrance whatsoever upon the Colleteral and not to permit the same to be attached or replayined.

13. At its option, Secured Patty may discharge large, liene or security interests or other encumbrances at any time levied or pleed on the Collateral and may pay for the repair of any damage or injury and any pay nor the maintenances and pretervation of the Collateral. Device agrees to relative a for the repair of any damage or injury and any pay, nor the maintenance and pretervation of the Collateral and may pay for the repair of any damage or injury and any pay and the control of a forecond and pretervation of the Collateral and the secured for the damage of the secured for the smooth of any such payment, with interest at the rate of \$\$ per smooth for the payment, with interest at the secured \$\$ the security agreement.

14. This better will as Debtor's own expense forthwith insure the tangible Collateral in a reliable insurance company sesinat loss or domage by fire, estended coverage and theft for an amount equal to the raisle of said Collateral, and keep the same so insured continuously until the full amount of said indebteders? Is paid, with loss payable to Secured Fierty as its interest may appear, and that Debtor will on demand deliver said policies of insurance or furafels proof of such insurance to the Steured Farty, as a security and that Debtor will on demand deliver said policies of insurance or furafels proof of such insurance to the Steured Farty as a security and that Debtor will on demand deliver said policies of insurance or furafels proof of such insurance to the Steured Farty as a security and the second of the second of the second affect of any promisory on amount equal to the total balance of said indebted sease is due or not. Should the Dribon fail or relixes to forthwith effect such insurance and celliver the splicies or furish proof avea bauvance as aforesaid, or fail to keep the Collaters to favore and the same to paid or such insurance and deliver the splicies or furish proof of party may at its option affect each insurance to paid for such insurance and deliver the solicies the raise of the second for such the Steurance and the raise of the same the about to paid for such insurance with interest at the raise of the second for such the second of the second second balance and the same shall be second by this security agreement.

15. Debtor will pay the ressonable allorney's fees of Severed Party and sail Debtor will pay said fleoured Party any and all cools and expanse insured is recovering procession of the Collsteral and insured is enforcing this security agreement, and the same shall be secured by this security agreement.

16. That Debtor will not use the Collateral in violation of any applicable statutes, regulations or ordinances.

UNTIL DEFAULT Debior may have possession of the Collisional and use it in any lawful mapper not inconsistent with this agreement and not inconsistent with any policy of insurance thereos, and upon default desured Party shell have the introduct right to the possession of the Collisional.

DEBTOR SHALL DE IN DEFAULT under this agreement upon the happening of any of the following events or conditions: (a) default in the payment or performance of any obligation, covenant or liability contained or referred to herein or is any note evidencing the same:

(b) any warranty, representation or statement made or furplahed to Secured Party by or on behalf of Debtor proves to have been failed in any material respect when made or furplahed;

(c) any event which results in the acceleration of the maturity of the indebiedness of Débior to others under any indenture, agreement or undertaking;

(d) loss, theft, damage, destruction, sale (except as authorised in paragraph 3 bereof) or encumbrance to or of any of the Collateral, or the making of any lavy, asisure or atlackment thereof or thereon;

(a) death, dissolution, termination of estience, incoirency, business failure, appointment of a receiver of any part of the property of, actignment for the benefit of creditors by, or the commancement of any proceeding under any bankrupicy or incoirency laws by or sglinkt Debier of any guerantior of a userity for Debier.

UPON BUCIE DEFAULT and at any limit descent of any guaranter or surray for Davids. UPON BUCIE DEFAULT and at any limit theresilter, or if it derms fitself insecure, Becured Party may declars all Obligations secured hereby immediately due and payable and shall have the remailer of a secured party under the Nebrasks. Uniform Commercial Code. Becured Party may require Dabler to assemble the Collestral and deliver or make it available to Recured Party assession to a designated by Becured Party which is researably consentent to both parties. Unless the Collestral is pertainable of breatent to desile separated by Becured Party which is researably consentent to both parties. Unless the Collestral is pertainable of breatent to desile separately la velue or to of a to pay excite set of the time stars which any private asle or any other intended disposition thereof is to be mode. The requirements of resonable notice shall be met if such notice is mailed, posings pressid, to Stab declare of Dablor shown at the beginning of the agreement at least fire days before the time of the sale or disposition.

No waiter by Becured Party of any default shall operate as a waiter of any other default or of the same default un a future occasion. The taking of this security agreement shall not waite or impair any other security said directed design hereasiter acquire for the payment of the above indebiedness, nor shall the taking of any such additional security weite or impair the security agreement; but said Beourd Party may rearry to any security it may here in the reder it may deem proper, and notwitheter-fing any collaterial security. Beursd Party may rearry the any security fit may here in the totor.

All rights of Beaured Party hereunder shell inure to the banefit of the successors and essigns; and all promises and pulles of Debtor shell blnd his heirs, steautors or schnillerators or his or its successors or assigns. If there be more then one D, birr, their liabilities hereunder shell be joint and several.

This agreement shall become effective when it is signal by Debter. Debtor:

MOUNTAIN SIDE CABLE, INC. PREMIERE ONE LTD, A COLO. LTD. PARTNERSHIP, PREMIERE CABLE SERVICES, ING. ¢ 00 0 討论 而而不可 Menta -111C bervices. Shia. 0 3 C C turi 1.4

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Collatoral. The Collateral in which the Secured Party is grapted a security interest by this Security Agreement is: (a) All Debter's goods and personal property presently owned, acquired contamporaneously with or pursuant to this agreement, or acquired at any time subsequent to this agreement, and all replacements, additions and accessions thereto, including but not limited to fixtures, inventory, motor vehicles, equipment, and all other tangible purseaul property of every kind and description composing, belonging to, or used in connection with or otherwise appertaining to the community antenna television system and business of Debtor Incated in and around Willow Creek, in Humboldt County, Bombay Beach, Calipatria and Niland, in Imperica County, Herlong, in Lassen County, Cedarville, in Hodoc county, Fall River Hills, McArthur and Pittville, in Shasta County, and Dorris, Happy Camp and Tulelake, in Siskiyou County, and their respective environs, all such locations in California; Belt, Sun Prairie and Vaughn; in Coscole County, Chaster, in Liberty County, and Dutton, in Teton Valler in Pondera County County, and their respective environs, all such locations in Hontana; Bonanza, Chiloquin, Nalin and Herrill, in Klamath County, and their respective environs, all such locations in Gregon; Beaver, in Resver County, Panguitch, in Garfield County, and Parowan, in Iron County, and their respective environs, all such locations in Utsh, and including but not limited to the goods and tangible personal property

(b) All Dabtor's accounts, contract rights, general intangibles, instruments, securities, documents and chattel paper, and all other intangible personal property of any kind and description presently existing or becaniter arising, now owned or hereafter acquired, including but not limited to franchises, permits, licenses, ordinances, 'cases, goodwill, pole right agreements, subscriber or cuntomar contracts and accounts, advertising contracts and accounts, arising out of or acquired in connection with the community antenna television system/and-buninees, of Debtor.

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PROMISSORY NOTE

SERVICE STATE ORE

\$1,000,000.00

Date: September 1, 1987

FOR VALUE RECEIVED, and in accordance with a sale of stock, the undersigned promise to pay to James H. Butters, the sum of One Million Dollars (\$1,000,000.00) as follows:

a) Interest at ten percent (10%) on One Hillion Dollars, or the sum of One Hundred Thousand Dollars (\$100,000.00) annually. Interest shall begin to accrue on September 1, 1987. The first interest payment shall be due August 31, 1988, in the sum of \$100,000.00. Thereafter payments shall be due as follows:

(1) 100,000.00 on August 31, 1989.
(11) 100,000.00 on August 31, 1990.
(11) 100,000.00 on August 31, 1991.
(1v) 100,000.00 on August 31, 1992.

b) One Hillion Dollars (\$1,000,000.00) on the lst day of September, 1992.

The signatories below may prepay without penalty, but JANES M. BUITERS may accorrate all sums due on default, in any payment. Time is of the essence.

This Note is secured by Security Agreements. This Note is not subject to set off.

Mountain Side Cable, Inc. and Premiere One, Ltd., a Colorado Limited Partnership, shall have primary responsibility for the payment of this Note and Larry R. Miles and Marvin F. Dilbeck shall have the secondary responsibility for payment of this Note.

MOUNTAIN SIDE CABLE, INC.

ATTEST:

Secretary

BY

BY President of Premiere Cable Services, Inc., General Partner of Premiere One, Ltd.

LARRY R. MILES

President

MARVIN F. DILBECK

PREMIERE ONE, LTD., a Colorado Limited Partnership

BY					
 President of Premiere Cable					
Services, Inc., Its General					
Partner					
The Contract of the second					
R					
「「これに対応ない」 おかかいかいがり					

STATE OF OREGON: COUNTY OF KLAMATH: ss.

_ the _ 20th _ day CT Corporation System Filed for record at request of ____ A.D., 19 91 A.M., and duly recorded in Vol. <u>M91</u> Aug. of _ on Page <u>16572</u> Mortgages of _ Evelyn Biehn · County Clerk \$40.00 By Pauline Mulinia. FEE