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CERTIFICATE

State of Oregon

Vol. m91 Page 16572

OFFICE OF THE SECRETARY OF STATE



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

FILE NO.DATE FILEDTIME

M25071

September 04, 1987

1:31 PM

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

By:

Dorothy M. Horton

Assistant to Secretary of State

SEA Form No. 790
Rev. Jan. 7, 1985

eb
10.85

Attn: C.M. Lude

Form 16-1 Rev. 11-79 UNIFORM COMMERCIAL CODE—FINANCING STATEMENT This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.		1. Filing Office (No. of Additional Filing Offices): 2. Maturity Date: 3. (Optional): 4. For Filing Office: Time, Date: 5. Filing Office:	
1. Debtor(s) (Last Name First) and Address(es): Larry R. Miller and Marvin P. Cable, Inc. Premiere One Ltd., a Colorado Limited Partnership and Premiere Cable Services, Inc., c/o Baker & Hostetler, 303 F 16th Ave, Denver, CO 80203		2. Secured Party(ies): Name(s) and Address(es): James M. Butters 215 North Union Rock Rapids, Iowa 51246	
3. The Financing Statement Covers the Following Type(s) for Item(s) of Property: See attached schedules		NON STANDARD SEE OVERSIZED	
4. Products of the Collateral are Also Covered:		5. To be Recorded in: Real Estate Mortgage Records	
6. Description of Real Est: See attached schedules		7. Name(s) of Record Owner(s): See attached schedules	
8. This statement is filed with the debtor's signature to perfect a security interest in collateral (check <input type="checkbox"/> if not): 9. Assignment of Secured Party to Lender:		10. (Optional) This statement is filed with the original document which is attached: 11. (Optional) This statement is filed with the original document which is attached:	
12. (Optional) This statement is filed with the original document which is attached:		13. (Optional) This statement is filed with the original document which is attached:	

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SEP 4 1 31-PM '87

KLAMATH COUNTY, OREGON

SECY OF STATE ORF

1. 20 foot by 40 foot section of the NW 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

Record owner is Town of Bonanza, Oregon.

2. 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 N40°08'00"W (N41°00'W by said deed volume) 50.00 feet to the most westerly corner of said deed volume and being the True Point of Beginning of this description; thence N40°08'00"W 50.00 feet to a 1/2-inch iron pin; thence N49°52'00"E 50.00 feet to a 1/2-inch iron pin; thence S40°08'00"E 50.00 feet to the most northerly corner of said deed volume; thence S49°52'00"W to the True Point of Beginning, containing 2500 square feet, with bearings based on recorded survey No. 2339, as recorded in the office of the Klamath County Surveyor.

Collateral is or includes fixtures

Record owner is the City of Malin, Oregon.

3.

Collateral is or includes fixtures

Record owner is the City of Merrill, Oregon.

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J. H. J.

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KLAMATH COUNTY, OREGON

(Continued)

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4.

Collateral is or includes fixtures

Record owner is the City of Chiloquin, Oregon.

Form 10-1077
Omaha Printing Co.

SECURITY AGREEMENT

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MOUNTAIN SIDE CABLE, INC., An
Iowa Corporation *et al*

DATE

a resident of

215 North Union Street

Rock Rapids,
CITYLYON COUNTY,
COUNTYIOWA
STATE

(hereinafter called "DEBTOR"), for consideration grants to

Name: JAMES H. BUTTERS

OMEGA ADDRESS: 215 No. Union Street, Rock Rapids, Iowa 51246

(hereinafter called "SECURED PARTY") a security interest in the following property and any and all additions, accessions and substitutions thereto or therefor (hereinafter called the "COLLATERAL"):

See Exhibit A Attached.

Mark if applicable ☒ (a) All of Debtor's inventory including all goods, merchandise, raw materials, goods in process, finished goods and all other tangible personal property now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or used or consumed in Debtor's business (all hereinafter called the "inventory"), and in contrast rights with respect thereto and proceeds of both. Without limitation the term "inventory" includes

parts, equipment, supplies, machinery, decoders, office supplies, replacement units, field supplies and material *related to the above*

Mark if applicable ☒ (b) All accounts, notes, drafts, chattel paper, acceptances and other forms of obligations and receivables now or hereafter received by or belonging to Debtor for goods or for services rendered by it, all guarantees and securities therefor, all right, title and interest of Debtor in the merchandise which gave rise thereto, including the right of stoppage in transit, and all rights of Debtor earned or yet to be earned under contracts to sell goods or render services and in the proceeds thereof.

The security interest granted hereby is to secure payment of the indebtedness evidenced by a certain promissory note of even date herewith payable to the Secured Party, or order, as follows:

See Exhibit B Attached

together with such additional sums as may hereafter be advanced to the Debtor or expended by the Secured Party or its assigns on behalf of the Debtor or its assigns for any purpose whatsoever and evidenced by notes, drafts, open account, or otherwise, with interest thereon at rates to be fixed at the time of advance or expending such additional sums, provided, however, that the making of any such advances or expenditures shall be optional with Secured Party, or its assigns; and this security agreement shall secure the payment of any and all extensions or renewals and successive extensions or renewals of said note or notes, and of any indebtedness at any time owing to Secured Party, or its assigns, and shall further secure the payment of any and all indebtedness owing by Debtor to Secured Party, and for all of which this security agreement shall stand as a continuing security until paid (all of such indebtedness being referred to as the "Obligations"); and the Debtor agrees that the Secured Party, its successors or assigns, may apply any payments made on the Obligations secured hereby, at its option, on any of the notes or other indebtedness secured hereby.

DEBTOR EXPRESSLY WARRANTS AND COVENANTS:

1. That except for the security interest granted hereby Debtor is, or to the extent that this agreement states that the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral free from any adverse lien, security interest or encumbrance; and that Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

Mark if applicable ☒ 2. Debtor is a duly organized and existing corporation under the laws of the State of IOWA and is duly qualified and in good standing in every other state in which it is doing business.

Mark if applicable ☐ 3. The execution, delivery and performance hereof are within Debtor's corporate powers, have been duly authorized, are not in contravention of law or the terms of Debtor's charter, by-laws, or other incorporation papers or of any indenture, agreement or undertaking in which Debtor is a party, or by which it is bound.

Mark if applicable ☒ 4. As to all accounts receivable, Debtor will from time to time, as requested by Secured Party give Secured Party a list of the accounts receivable existing at the time the request and all accounts reported to the Secured Party will be good and valid accounts representing an undisputed bona fide indebtedness of the account debtor to Debtor for merchandise theretofore shipped or delivered pursuant to or in connection with a contract of sale or for services theretofore rendered by Debtor to or for said account debtor; there are and will be no set-offs or counter claims of any nature whatsoever against any such account; no agreement under which any deduction or discount may be claimed has been or will be made with the account debtor on any of such accounts except as reflected in the report furnished by Debtor; the Debtor will be lawful owner of all such accounts and will have good right to pledge, sell, assign and transfer the same, and grant a security interest therein. None of such accounts have been or will be pledged, sold, assigned or transferred to any other person than Secured Party or in any way encumbered except to Secured Party and Debtor will warrant and defend all accounts against the lawful claims and demands of all persons.

5. Debtor will keep its records concerning accounts, contract rights and inventory at

Debtor will at all reasonable times and from time to time allow Secured Party by or through any of its officers, agents, employees, attorneys, or accountants to examine and inspect the inventory and to examine, inspect and make extracts from Debtor's books and other records, and to arrange for verification of accounts receivable, under reasonable procedures directly with account debtor or by other methods. Debtor will furnish to Secured Party upon request all notes or other papers evidencing any accounts receivable and any guarantees, securities or other documents and information relating thereto.

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Collateral. The Collateral in which the Secured Party is granted a security interest by this Security Agreement is:

(a) All Debtor's goods and personal property presently owned, acquired contemporaneously 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 personal 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 located in and around Willow Creek, in Humboldt County, Bombay Beach, Calipatria and Niland, in Imperial County, Merlong, in Lassen County, Cedarville, in Modoc 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; Bolt, Sun Prairie and Vaughn; in Cascade County, Chester, in Liberty County, and Dutton, in Teton County, Valler in Pondera County, and their respective environs, all such locations in Montana; Bonanza, Chiloquin, Malin and Merrill, in Klamath County, and their respective environs, all such locations in Oregon; Beaver, in Beaver County, Panguitch, in Garfield County, and Parowan, in Iron County, and their respective environs, all such locations in Utah, and including but not limited to the goods and tangible personal property.

(b) All Debtor'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 hereafter arising, now owned or hereafter acquired, including but not limited to franchises, permits, licenses, ordinances, leases, goodwill, pole right agreements, subscriber or customer contracts and accounts, advertising contracts and accounts, arising out of or acquired in connection with the community antenna television system ~~and business~~ of Debtor.

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J.M.

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PROMISSORY NOTE

SECY OF STATE ORG

\$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 M. Butters, the sum of One Million Dollars (\$1,000,000.00) as follows:

- a) Interest at ten percent (10%) on One Million 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:

- (i) 100,000.00 on August 31, 1989.
- (ii) 100,000.00 on August 31, 1990.
- (iii) 100,000.00 on August 31, 1991.
- (iv) 100,000.00 on August 31, 1992.

- b) One Million Dollars (\$1,000,000.00) on the 1st day of September, 1992.

The signatories below may prepay without penalty, but JAMES M. BUTTERS may accelerate 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 Harvin F. Dilbeck shall have the secondary responsibility for payment of this Note.

MOUNTAIN SIDE CABLE, INC.

ATTEST:

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

LARRY R. MILES

BY _____
President HARVIN F. DILBECK

PREMIERE ONE, LTD., a Colorado
Limited Partnership

BY _____
President of Premiere Cable
Services, Inc., Its General
Partner

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of _____ CT Corporation System _____ the _____ 20th _____ day
of _____ Aug. _____ A.D., 19 91 at 11:52 o'clock _____ A.M., and duly recorded in Vol. _____ M91
of _____ Mortgages _____ on Page 16572.

FEE \$40.00

Evelyn Biehn . County Clerk

By Pauline M. Mendenhall