REORDER FROM
Registre, Inc.
514 PIERCE ST.
P.O. BOX 218
ANOKA, MN. 55303
(612) 421-1713

UCC-2 (County Only)

STATE OF IOWA UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-2 (rev. 7-1-76)
Use ONLY for recording Fixture, Timber or Mineral security interests in County real estate records, and cross indexing in County UCC records.

INSTRUCTIONS

1. Please type this form.
2. Remove pages 4 and 5 (Debtor and Secured Party copies) and send the first 3 pages with interleaved carbon paper to the filing officer with $3.00 per page. If the space provided for any item is inadequate, the item(s) should be continued on additional sheets. Use of additional sheets for non-standard form requires an additional fee of $1.00. The filing officer will return the third copy as evidence of filing as soon as it has been filed and assigned a real estate no.
3. If a security agreement is filed as a financing statement, it must include all information required by UCC 9-402(1) (5). Also submit a complete set of 3 pages of this form which need not be signed, and an additional fee of $1.00.
4. The real estate description must be sufficient to give constructive notice under the real estate mortgage laws of the State of Iowa (UCC 9-402(5)); The name of a record owner of the described real estate must be given.
5. This financing statement shall be filed and recorded in county real estate records under a real estate number. This statement also shall be indexed under a real estate number in the UCC files in a County Recorder's office.

This FINANCING STATEMENT is presented to THE FILING OFFICER for filing for record in the real estate records:

1 Debtor(s) (Last Name First) and address(es)

Combined Cable Corporation
235 Montgomery St., Suite 420
San Francisco, CA 94104

2 Secured Party(ies) and address(es)

General Electric Capital Corporation, as Agent
1999 Avenue of the Stars
Los Angeles, CA 90067

INDEXED IN CHATTEL MTG. INDEX

3 For Filing Officer (Date, Time, Number, and Filing Office)

209-388
DELAWARE COUNTY IOWA
FILED
'92 JUL 20 PM 2 54
BOOK 116 PAGE 181
RECORDER'S
$40.00

4 This Financing Statement covers the following types or items of property:

See Schedule A attached hereto and made a part hereof for description of collateral.

5 Name and Address of Assignee

Lloyds E'l

6 Check appropriate box(s) The above goods are or are to become fixtures on ☒ The above timber is standing on ☐ The above minerals or the like (including oil and gas) or mineral accounts will be financed at the wellhead or minehead located on ☐ (Describe real estate below. See instruction #4):

See Schedule B attached hereto and made a part hereof for a description of the real property. This financing statement covers propertywhich is or may become fixtures. File in Real Estate Records.

Termination
For Release, See Book 131
Page 157 9/13/96

Filed with Delaware County

The name of a record owner is City of Manchester 102116-68 21022

7 ☒ **Products of collateral are covered.**

8

Combined Cable Corporation
Signature of Debtor
Leo J. Hindery, Jr. - President
Type or Print all names (Iowa Code 335.2)

General Electric Capital Corp., as Agent
Signature of Debtor
Murry Stegelmann
Type or Print all names (Iowa Code 335.2)

Secured party or other appropriate signature may be substituted for debtor(s) signature only in cases covered by UCC 9-402(2), 9-408 and 11105, and must be identified when substituted.

Form Approved (7-1-76) By: MARY JANE ODELL, Secretary of State.

FILE No. 209-388	FILED FOR RECORD THE 20 DAY OF	STATE OF IOWA, DELAWARE COUNTY
RECORDING FEE $ 40.00	July, 19 92 AT 2:54	Jane A. Lloyd, Recorder
TRANSFER FEE $	O'CLOCK P. M. BOOK 116 PAGE 181	I.M CM 31

Schedule A to UCC-2 Financing Statement
by General Electric Capital Corporation,
as Agent ("Secured Party") against
Combined Cable Corporation ("Debtor")

The Collateral consists of all of the Debtor's right, title and interest in, to and under the following:

(i) all Accounts of Debtor;

(ii) all Chattel Paper of Debtor;

(iii) all Contracts of Debtor;

(iv) all Documents of Debtor;

(v) all Equipment of Debtor;

(vi) all General Intangibles of Debtor;

(vii) all Instruments of Debtor;

(viii) all Inventory of Debtor;

(ix) all other goods and personal property of Debtor whether tangible or intangible or whether now owned or hereafter acquired by Debtor and wherever located; and

(x) to the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing.

Capitalized terms used herein are defined as follows:

"Account Debtor" shall mean any "account debtor," as such term is defined in section 9-105(1)(a) of the UCC.

"Accounts" shall mean any "account," as such term is defined in section 9-106 of the UCC, now owned or hereafter acquired by Debtor and, in any event, shall include, without limitation, all accounts receivable, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper, Documents or Instruments) now owned or hereafter received or acquired by or belonging or owing to Debtor (including, without limitation, under any trade names, styles or divisions thereof) whether arising out of goods sold or services rendered by Debtor or from any other transaction, whether or not the same involves the sale of goods or services by Debtor (including, without

limitation, any such obligation which might be characterized as an account or contract right under the UCC) and all of Debtor's rights in, to and under all purchase orders or receipts now owned or hereafter acquired by it for goods or services, and all of Debtor's rights to any goods represented by any of the foregoing (including, without limitation, unpaid seller's rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), and all moneys due or to become due to Debtor under all contracts for the sale of goods or the performance of services or both by Debtor (whether or not yet earned by performance on the part of Debtor or in connection with any other transaction), now in existence or hereafter occurring, including, without limitation, the right to receive the proceeds of said purchase orders and contracts, and all collateral security and guarantees of any kind given by any Person with respect to any of the foregoing.

"Chattel Paper" shall mean any "chattel paper," as such term is defined in section 9-105(1)(b) of the UCC, now owned or hereafter acquired by Debtor.

"Collateral" shall have the meaning assigned to such term in the first paragraph hereof.

"Contracts" shall mean all contracts, undertakings, or other agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in or under which Debtor may now or hereafter have any right, title or interest, including, without limitation, (i) with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof, (ii) (a) the Asset Purchase Agreement dated as of December 11, 1991 among DD Cable Partners, L.P., a California limited partnership ("DDC"), Star North American Corp., Combined Cable Corp. and Star Midwest, Inc., a Wisconsin corporation ("SMI"), as amended, modified and supplemented in accordance with its terms and any payment at any time due thereunder, (b) the Stock Purchase Agreement dated as of December 11, 1991 among DDC, Star Cablevision Group ("Star Cable") and SMI, as amended, modified and supplemented in accordance with its terms and any payment at any time due thereunder, and (c) the Asset Purchase Agreement dated as of December 11, 1991 among DDC, Star Metro Cable, Inc. and Star Cable, as amended, modified and supplemented in accordance with its terms and any payment at any time due Debtor thereunder, (iii) the Management Agreement dated as of June 3, 1992 between SMI and InterMedia Capital Management II, a California limited partnership, (iv) the IMI Agreement dated as of June 3, 1992 between SMI and InterMedia Management, Inc., a California corporation, (v) the letter regarding

permitted capital contributions dated as of June 30, 1992 among the Secured Party, SMI, DDC and InterMedia Partners II, L.P. and (vi) the Trust Agreements dated as of June 30, 1992 among Star Cable, DDC and SMI, as amended, restated, modified and supplemented from time to time.

"Documents" shall mean any "documents," as such term is defined in section 9-105(1)(f) of the UCC, now owned or hereafter acquired by Debtor.

"Equipment" shall mean any "equipment," as such term is defined in section 9-109(2) of the UCC, now owned or hereafter acquired by Debtor and, in any event, shall include, without limitation, all machinery, equipment, furnishings, fixtures, vehicles and computers and other electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto.

"General Intangibles" shall mean any "general intangibles," as such term is defined in section 9-106 of the UCC, now owned or hereafter acquired by Debtor and, in any event, shall include, without limitation, all right, title and interest which Debtor may now or hereafter have in or under any Contract, all customer lists, Trademarks, Patents, rights in intellectual property, Licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether patented or patentable or not) and technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records now owned or hereafter acquired by Debtor, goodwill and rights of indemnification.

"Instruments" shall mean any "instrument," as such term is defined in section 9-105(1)(i) of the UCC, now owned or hereafter acquired by Debtor, other than instruments that constitute, or are a part of a group of writings that constitute, Chattel Paper.

"Inventory" shall mean any "inventory," as such term is defined in section 9-109(4) of the UCC, now owned or hereafter acquired by Debtor and, in any event, shall include, without limitation, all inventory, merchandise, goods and other personal property now owned or hereafter acquired by Debtor which are held for sale or lease or are furnished or are to be furnished under a contract of service or which constitute raw materials, work in process or materials used or consumed or to be used or consumed in

Debtor's business, or the processing, packaging, delivery or shipping of the same, and all finished goods.

"License" shall mean any Patent License, Trademark License or other license.

"Patent License" shall mean all of the following now owned or hereafter acquired by Debtor: any written agreement granting any right to practice any invention on which a Patent is in existence.

"Patents" shall mean all of the following now or hereafter owned by Debtor: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

"Person" shall mean any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, corporation, institution, public benefit corporation, entity or government (whether federal, state, county, city, municipal or otherwise, including, without limitation, any instrumentality, division, agency, body or department thereof).

"Proceeds" shall mean "proceeds," as such term is defined in section 9-306(1) of the UCC and, in any event, shall include, without limitation, (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), (iii) any claim of Debtor against third parties (A) for past, present or future infringement of any Patent or Patent License or (B) for past, present or future infringement or dilution of any Trademark or Trademark License or for injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Trademark License" shall mean all of the following now owned or hereafter acquired by Debtor: any written agreement granting any right to use any Trademark or Trademark registration.

"Trademarks" shall mean all of the following now owned or hereafter acquired by Debtor: (i) all trademarks, trade names, corporate names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and (ii) all reissues, extensions or renewals thereof.

"UCC" shall mean the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Secured Party's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

SCHEDULE B
TO UCC FINANCING STATEMENT BY
GENERAL ELECTRIC CAPITAL CORPORATION
AS AGENT ("SECURED PARTY") AGAINST
COMBINED CABLE CORPORATION

(Manchester, Delaware County, IA, Monticello System)

Owner of Record: City of Manchester

Legal Description: Lots Nine (9), Eleven (11), Thirteen (13) and Fifteen (15), being a part of Lot Eleven (11), Subdivision of the Southwest Quarter (SW¼) and the South one-half (S½) of the Northwest Quarter (NW¼) of Section Twenty Either (28), Township Eighty Nine (89) North, Range Five (5), West of the Fifth P.M., City of Manchester, Iowa.