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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF LINCOLN

OREGON COAST BANK,)	NO. 22CV29375
)	
Plaintiff,)	[AMENDED] COMPLAINT
)	
vs.)	(JUDICIAL FORECLOSURE OF
)	TRUST DEED AND JUDICIAL
DAVID J. MILLER, LINDA R. MILLER,)	FORECLOSURE OF PERSONAL
PACIFIC WEST BROADCASTING, INC.,)	PROPERTY SECURITY INTEREST)
YAQUINA BAY COMMUNICATIONS, INC.,)	
KNPT/KYTE RADIO, STATE OF OREGON)	(NOT SUBJECT TO MANDATORY
EMPLOYMENT DEPARTMENT, STATE OF)	ARBITRATION)
OREGON DEPARTMENT OF REVENUE,)	
LINCOLN COUNTY TAX COLLECTOR,)	
LEARFIELD COMMUNICATIONS, INC.,)	
KBCH, KCRF and KNCU RADIO STATIONS)	
)	
Defendants.)	

Plaintiff alleges:

FIRST CLAIM FOR RELIEF
(FORECLOSURE OF PLAINTIFF'S TRUST DEED)

1.

At all times material herein, Plaintiff, Oregon Coast Bank, was and is a State of Oregon banking corporation in good standing, duly licensed and authorized to conduct a banking business in the State of Oregon, including the making of real estate loans. Plaintiff is exempt from the requirements of ORS 86.726 (formerly Senate Bill 558, 2013 Session Laws (Chapter 304, 2013 Laws)) by reason of having submitted to the Department of Justice on January 6, 2022, a sworn affidavit as provided in ORS 86.726(1)(b)(A). A true and correct copy of Plaintiff's affidavit is attached hereto marked "Exhibit A" and by this reference made a

1 part hereof pursuant to the requirements of ORS 88.010(3)(a)(B). At all times material herein,
2 Defendants David J. Miller, Linda R. Miller, Yaquina Bay Communications, Inc. and Pacific
3 West Broadcasting, Inc., Oregon Corporations, were and are the owners of the Subject Property
4 and are the obligors on the Promissory Note and grantors of the Trust Deed hereinafter
5 described. At all material times herein, Defendant State of Oregon Employment Department is an
6 entity of the State of Oregon and may claim some interest in the Subject Property. At all material
7 times herein, Lincoln County Tax Collector is an entity of the State of Oregon and may claim some
8 interest in the Subject Property. At all material times herein, the State of Oregon Department of
9 Revenue is an entity of the State of Oregon and may claim some interest in the Subject Property. At
10 all material times herein, Defendant Learfield Communication, Inc., may claim some interest in the
11 Subject Property. At all times herein, Defendant Radio Stations KBCH, KCRF and KNCU may
12 claim some interest in the Subject Property. At all material times herein, Defendant KNPT/KYTE
13 Radio may claim some interest in the Subject Property.

14 2.

15 Within the State of Oregon and for valuable consideration, on or about December 11, 2009,
16 Defendants David J. Miller, Linda R. Miller, Yaquina Bay Communications, Inc. and Pacific West
17 Broadcasting, Inc. (hereinafter “Defendants Miller, Yaquina and Pacific West”) made, executed and
18 delivered to Plaintiff a certain commercial Promissory Note (the “Note”). A true copy of the Note
19 is attached hereto marked “Exhibit B” and by this reference made a part hereof. Pursuant to the
20 Note, Defendants Miller, Yaquina and Pacific West promised to pay to Plaintiff the sum of
21 \$755,000.00 with interest at 8.25% per annum in certain monthly installments. Plaintiff has been
22 and is the sole owner and holder of the Note and of the Trust Deed hereafter alleged at all times
23 material herein. Over the course of time during this loan, the Defendants Miller, Yaquina and
24 Pacific West have requested changes to the terms of the obligation, and Plaintiff has agreed to
25 certain of those changes by entering into various Change in Terms Agreements. True and

1 correct copies of these Change in Terms Agreements are attached hereto and marked as
2 Exhibits C, through and by this reference made a part hereof. Pursuant to the terms of the most
3 recent Change in Terms Agreement (Exhibit J), the principal amount owing was modified to
4 \$416,019.54 with an annual interest rate of 8.25%.

5 3.

6 At the same time and place that Defendants Miller, Yaquina and Pacific West executed
7 the Note, they made, executed and delivered to Plaintiff for valuable consideration a certain
8 commercial Trust Deed upon certain real property in Lincoln County, Oregon, (“Subject
9 Property”), then owned by them, more particularly described in the attached Exhibit K.

10 4.

11 The Trust Deed was given to secure the payment of the Note and to secure the
12 performance of the obligations and covenants of the Trust Deed. The Trust Deed was duly
13 executed and acknowledged in the manner required for recording and on December 11, 2009,
14 was duly recorded as document number 2009-14168 Records of Lincoln County, Oregon, a
15 true copy of which is attached hereto marked “Exhibit K” and by this reference made a part
16 hereof. Over the course of time during this loan, Defendants Miller, Yaquina and Pacific West
17 have requested changes in the terms of the Trust Deed, and Plaintiff has agreed to certain of
18 those changes by entering into various Modification of Trust Deed Agreements. True and
19 correct copies of these Modification of Trust Deed Agreements are attached hereto and marked
20 as Exhibits L through P and by this reference made a part hereof. By reason of the Plaintiff's
21 Trust Deed and modifications thereof, Plaintiff has a valid and subsisting first lien on the
22 Subject Property, subject only to the *ad valorem* real property taxes validly assessed and levied
23 against the Subject Property, if any, and superior to the rights of the Defendants herein.

24 5.

25 Defendants Miller, Yaquina and Pacific West have failed to comply with the terms of the

1 Note, Trust Deed, and the various Change in Terms Agreements and Modification of Trust
2 Deed Agreements in that they have failed to pay the balance owed on the Note due on October
3 31, 2021, and Defendants Miller, Yaquina and Pacific West have failed to pay real property
4 taxes owed on the Subject Property for the years 2018-2019, 2019-2020, 2020-2021, 2021-
5 2022.

6 6.

7 Under the provisions of the said Note and Trust Deed, Plaintiff has declared, and does
8 declare, the entire balance of principal and interest due and payable in full.

9 7.

10 There is now due and owing on the Note from the Defendants Miller, Yaquina and
11 Pacific West, to the Plaintiff the principal sum of \$414,408.54 together with accrued interest of
12 \$284.91 to October 31, 2021, together with continuing interest at 8.25% per annum from
13 November 1, 2021, until paid.

14 8.

15 Plaintiff has incurred costs in the amount of \$1,398.00 as a reasonable and necessary
16 expense for a title search in connection with the commencement of this foreclosure, the amount
17 of which should be paid by the Defendants Miller, Yaquina and Pacific West, pursuant to the
18 Note and Trust Deed. This expense is secured by the lien of Plaintiff's Trust Deed and should bear
19 interest as therein provided.

20 9.

21 The said Note and Trust Deed provide for recovery of Plaintiff's reasonable attorney's fees
22 incurred herein, as determined by the Court, together with all of Plaintiff's reasonable costs,
23 disbursements and expenses. The amount of all such attorney's fees, expenses, costs and
24 disbursements are obligations secured by the lien of Plaintiff's Trust Deed and should bear interest
25 as therein provided.

The other Defendants named herein may have or claim some interest in the Subject Property, as hereinafter set forth:

A. Defendant State of Oregon Employment Department may claim some interest in the Subject Property by reason of four state tax liens dated December 15, 2014, as recording number 2014-11049; April 8, 2019, as recording number 2019-03115; August 12, 2019, as recording number 2019-07572; *[and]* September 30, 2019, as recording number 2019-09479 **]; a writ of execution entered against Pacific West Broadcasting Inc. in the Lincoln County Circuit Court, and recorded as recording number 2023-00651.** Plaintiff's Trust Deed proceeds the interest of the Defendant in the Subject Property, and consequently any claims of this Defendant under these tax liens *[are]* **and writ of execution are]** subsequent, subject and inferior to Plaintiff's Trust Deed.

B. Defendant State of Oregon Department of Revenue may claim an interest in the Subject Property by reason of eight state tax liens, dated June 17, 2019, as recording number 2019-05487; August 28, 2020, as recording number 2020-08816; August 28, 2020, as recording number 2020-08817; October 21, 2020, as recording number 2020-11103; March 1, 2021, as recording number 2021-02558; June 1, 2021, as recording number 2021-07130; June 1, 2021, as recording number 2021-07130; June 1, 2021, as recording number 2021-07132; and December 13, 2021, as recording number 2021-15522~~./~~ **]; June 13, 2022, as recording number 2022-05974; October 21, 2022, as recording number 2022-09959 and December 27, 2022, as recording number 22-11708.** Plaintiff's Trust Deed proceeds the interest of this Defendant in the Subject Property, and consequently any claims of this Defendant under these tax liens are subsequent, subject and inferior to Plaintiff's Trust Deed.

C. Defendant Lincoln County Tax Collector may claim an interest in the Subject Property by reason of **unpaid property taxes on Account No. 135266 for 2018-2019, 2019-**

1 2020, 2020-2021, 2021-2022, 2022-2023; unpaid property taxes on Account No. R139997 for
2 2018-2019, 2019- 2020, 2020-2021, 2021-2022, 2022-2023; unpaid property taxes on Account
3 No. R527893 for 2018-2019, 2019-2020; 2020-2021, 2021-2022; 2022-2023; R24460 for 2018-
4 2019, 2019-2020, 2020-20221, 2021-2022, 2022-2023; unpaid property taxes in Account
5 R431767 for 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023; unpaid personal
6 property taxes on Account No. P147635 for 2021-2022, 2022-2023; unpaid personal property
7 taxes for Account No. P520203 for 2021-2022, 2022-2023; unpaid personal property taxes on
8 Account No. P520501 for 2021-2022, 2022-2023; and] a county tax warrant dated March 7, 2022,

9 as recording number 2022-02474. Plaintiff's Trust Deed proceeds the interest of this Defendant in
10 the Subject Property, and consequently any claims of the Defendant under this county tax warrant is
11 subsequent, subject and inferior to Plaintiff's Trust Deed.

12 D. Defendant Learfield Communication LLC, a Texas Corporation, may claim
13 some interest in the Subject Property by reason of an unrecorded lease in it favor. Defendant's
14 unrecorded lease is subsequent, subject and inferior to Plaintiff's Trust Deed.

15 E. Defendant Yaquina Bay Communication, Inc. and Radio Stations KNPT and
16 KYTE Radio may claim some interest in the Subject Property by reason of an unrecorded lease
17 in its favor. Defendant's unrecorded lease is subsequent, subject and inferior to Plaintiff's Trust
18 Deed.

19 F. Defendant Radio Stations KBCH, KCRF and KNCU may claim some
20 interest by reason of an unrecorded lease in the Subject Property as disclosed by the Lincoln
21 County tax roll. Defendant's claim is subsequent, subject and inferior to Plaintiff's Trust Deed.

22 G. Defendant KNPT/KYTE Radio may claim some interest by reason of an
23 unrecorded lease in the Subject Property as disclosed by the Lincoln County tax roll.
24 Defendant's unrecorded lease is subsequent, subject and inferior to Plaintiff's Trust Deed.

25 ////

1 11.

2 There have been no other proceedings at law or otherwise for the recovery of the debt or
3 any portion thereof owed under the commercial first Note and Trust Deed. Plaintiff has no
4 adequate remedy at law.

5 SECOND CLAIM FOR RELIEF

6 (JUDICIAL FORECLOSURE OF PLAINTIFF'S
7 PERSONAL PROPERTY SECURITY INTEREST)

8 12.

9 At all times material herein, Plaintiff, Oregon Coast Bank, was and is a State of Oregon
10 banking corporation in good standing, duly licensed and authorized to conduct a banking
11 business in the State of Oregon, including the making of loans secured by personal property

12 13.

13 In conjunction with the execution of the Note (Exhibit B) and the Trust Deed (Exhibit
14 K), Defendants Miller, Yaquina and Pacific West, made, executed and delivered to Plaintiff a
15 Commercial Security Agreement dated December 11, 2009, providing Plaintiff with a security
16 interest in certain collateral. A true and correct copy of the 2009 Commercial Security
17 Agreement is attached hereto and marked "Exhibit Q" and by this reference made a part hereof.

18 14.

19 Plaintiff recorded with the Lincoln County a Financing Statement Form-1A on
20 December 11, 2009, as recording number 2009-14151. A true and correct copy of this
21 Financing Statement is attached as Exhibit R, and is incorporated by reference into this
22 complaint. Notices of Continuation of the Financing Statement Form-1A were recorded by
23 Plaintiff on November 26, 2014, as recording number 2014-10514 and on November 27, 2019,
24 as recording number 2019-11846. True and correct copies of the Notices of Continuation of

25 ////

1 Financing Statement are attached as Exhibits S and T, and are incorporated by reference into
2 this complaint.

3 15.

4 Plaintiff recorded with the Oregon Secretary of State a UCC-1 Financing Statement on
5 March 2, 2004, as recording number 6490401. A true and correct copy of this Financing
6 Statement is attached as Exhibit U, and is incorporated by reference to this complaint. Notices
7 of Continuation of this UCC-1 Financing Statement were recorded by Plaintiff on March 2,
8 2009, as recording number 6490401-1, on January 3, 2014, as recording number 6490401-2,
9 and on January 9, 2019, as recording number 6490401-3. True and correct copies of these
10 Notices of Continuation of Financing Statement are attached as Exhibits V, W, and X, and are
11 incorporated by reference into this complaint.

12 16.

13 Plaintiff recorded with the Oregon Secretary of State a UCC-1 Financing Statement on
14 July 24, 2008, as recording number 8034142. A true and correct copy of this Financing
15 Statement is attached as Exhibit Y, and is incorporated by referenced to this complaint. Notices
16 of Continuation of this UCC-1 Financing Statement were recorded by Plaintiff on May 3, 2013,
17 as recording number 8034142-1, and on June 8, 2018, as recording number 8034142-2. True
18 and correct copies of these Notices of Continuation of Financing Statement are attached as
19 Exhibits Z and AA, and are incorporated by reference into this complaint.

20 17.

21 On or about December 16, 2016, Plaintiff loaned Defendants Miller, Yaquina and
22 Pacific West, the sum of \$110,000.00. In return, Defendants Miller, Yaquina and Pacific West, :

23 (a) Made, executed, and delivered to Plaintiff a certain Second Commercial
24 Promissory Note (“Second Note”). A true copy of the Second Note is attached hereto marked
25 “Exhibit BB” and by this reference made a part hereof. Pursuant to the Second Note, Defendants

1 | promised to pay to Plaintiff the sum of \$110,000.00 with interest at 8.25% per annum with monthly
2 | installment payments for owed accrued interest and one final payment for unpaid principal and
3 | accrued interest on December 15, 2017. Plaintiff, has been and is the sole owner and holder of the
4 | Second Note. Over the course of time during this loan, Defendants Miller, Yaquina and Pacific
5 | West, have requested changes to the terms of the Second Note, and Plaintiff has agreed to certain
6 | of these charges by entering into various Change of Terms Agreements. True and correct copies of
7 | these Change in Terms Agreements to the Second Note are attached hereto and marked as Exhibits
8 | CC, DD, EE, FF, GG and by this reference made a part hereof. Pursuant to the terms of the most
9 | recent Change of Terms Agreement, the Second Note (Exhibit BB) has a principal amount owing
10 | of \$118,532.04 with an annual interest rate of 8.250% from November 1, 2021, until paid.

11 | (b) Made, executed and delivered to Plaintiff a Commercial Security Agreement dated
12 | December 16, 2016, providing Plaintiff with a security interest in the same collateral as the 2009
13 | Commercial Security Agreement. A True and correct copy of the 2016 Commercial Security
14 | Agreement is attached hereto and marked as Exhibit HH and made a part hereof.

15 | 18.

16 | Plaintiff recorded with the Oregon Secretary of State a UCC-1 Financing Statement on
17 | December 15, 2009, as recording number 8417746. A true and correct copy of this Financing
18 | Statement is attached as Exhibit II, and is incorporated by reference to this complaint. Notices
19 | of Continuation of this UCC-1 Finance Statement were recorded by Plaintiff on November 25,
20 | 2014, as recording number 8417746-1, and on November 20, 2019, as recording number
21 | 8417746-2. True and correct copies of these Notices of Continuation of Financing Statement
22 | are attached as Exhibits JJ and KK, and are incorporated by reference into this complaint.

23 | 19.

24 | Plaintiff is the sole holder of the Note and Second Note.

25 | ////

20.

Defendants Miller, Yaquina and Pacific West failed to abide by the terms of the Note and Second Note or the Change in Term Agreements, in that Defendants Miller, Yaquina and Pacific West, failed to pay the balance owed on the Note and Second Note on October 31, 2021.

21.

The following Defendants claim a lien or interest in the personal property belonging to Defendants Miller, Yaquina and Pacific West, but are subordinate and inferior to Plaintiff's claim:

(a) Oregon Department of Revenue by virtue of withholding fees liens against Defendant Pacific West Broadcasting, Inc., filed July 9, 2019, in the Lincoln County recording records as Recording No. 91971474, filed August 21, 2020, in the Lincoln County recording records as Recording No. 92540720, and filed May 25, 2021, in the Lincoln County recording records as Recording No. 92811811; against Defendant David J. Miller filed August 21, 2020, in the Lincoln County recording records as Recording No. 92540737; against Defendant Linda R. Miller filed October 14, 2020, in the Lincoln County recording records as Recording No. 92595092; and Defendant Yaquina Bay Communication, Inc., filed July 27, 2021 in the Lincoln County recording records a Recording No. 92878396.

(b) Lincoln County by virtue of a Financing Statement against Defendants KNPT/KYTE Radio and David J. Miller filed March 14, 2022, in the Lincoln County recording records as Recording No. 93116184; and against Defendants KNPT/KYTE Radio, David J. Miller and Yaquina Bay Communications, Inc. filed March 14, 2022, in the Lincoln County recording record as Recording No. 93116184.

22.

Plaintiff has no adequate remedy at law.

////

1 WHEREFORE, Plaintiff prays for a judgment of this Court as follows:

2 In Plaintiff's First Claim for Relief Seeking Judicial Foreclosure of a Trust Deed:

3 A. Granting judgment to Plaintiff declaring that the amounts due to Plaintiff and
4 secured by the lien of Plaintiff's Trust Deed are the principal balance of the Note in the amount
5 of \$414,408.54, together with accrued interest of \$284.91 to October 31, 2021, and interest
6 accruing thereafter on said balance at 8.25% per annum from November 1, 2021, until paid;
7 Plaintiff's reasonable costs and attorney's fees incurred herein, with interest thereon at 8.25% per
8 annum; all unpaid real property taxes on the Subject Property, and the additional sum of \$1,398.00
9 for a title search incurred by Plaintiff, with interest at 8.25% per annum.

10 B. Declaring that the judgment mentioned in paragraph A, above, is secured by the lien
11 of the Plaintiff's Trust Deed described above and that the lien of the said Trust Deed being
12 foreclosed herein constitutes a valid and subsisting first lien against all of the Subject Property above
13 described, and declaring such lien to be superior to any interests, liens or claims of the Defendants,
14 or of any person claiming thereunder, in said Subject Property, except only *ad valorem* real property
15 taxes validly assessed and levied against the Subject Property.

16 C. Foreclosing the lien of Plaintiff's Trust Deed and security interest and ordering the
17 sale of the Subject Property by the Sheriff of Lincoln County, Oregon, in the manner prescribed by
18 law (subject only to any lien of Lincoln County for unpaid *ad valorem* real property taxes validly
19 assessed and levied against the Subject Property, and statutory redemption rights).

20 D. Ordering that if the proceeds of sale are insufficient to satisfy Plaintiff's judgments
21 that a deficiency may be enforced by execution except in the event of redemption by Defendants,
22 their successors, or any other person having a right to redeem.

23 E. Declaring that the Defendants, and all persons claiming by, through or under them,
24 whether as purchasers, encumbrancers or otherwise, be foreclosed of all interest or claim in the
25 Subject Property except only any statutory right of redemption.

1 F. Declaring that Plaintiff, or any other party to this suit, may become the purchaser at
2 the sale of the Subject Property, and that the purchaser is entitled to exclusive possession of the
3 Subject Property from the date of sale and entitled to such remedies as are available at law to secure
4 such possession, including a writ of assistance, if Defendants, or any other party or person, shall
5 refuse to immediately surrender possession to the purchaser at such sale.

6 G. Awarding such other relief as shall appear to the Court just and equitable.
7

8 In Plaintiff's Second Claim for Relief Seeking Judicial Foreclosure of Plaintiff's Personal
9 Property Security Interests:

10 A. For a judgment foreclosing Plaintiff's UCC-1A and UCC-1 security interests
11 concerning the Financing Statements set forth as Exhibits R, U, Y, and II of the complaint for the
12 sale of Defendants David J. Miller, Linda R. Miller, Pacific West Broadcasting, Inc., and Yaquina
13 Bay Communications, Inc's. personal property by the Sheriff of Lincoln County in the manner
14 provided by law toward the satisfaction of the judgment.

15 B. Declaring that the judgment mentioned in paragraph A above, is secured by liens
16 by Plaintiff's UCC-1A and UCC-1 security interests on Defendants' personal property and declaring
17 such liens to be superior to any interest, liens or claims of the Defendants , or any person
18 claiming thereunder on said personal property.

19 C. Foreclosing Plaintiff's liens and ordering the sale of the personal property by the
20 Sheriff of Lincoln County, Oregon, in a manner prescribed by law.

21 D. Declaring that the Defendants, and all persons claiming by and through or under
22 them, whether as purchasers, encumbrances or otherwise, be foreclosed of all interest or claim in
23 Defendant's personal property.

24 E. Declaring that Plaintiff, or any other party to this suit, may become the purchaser at
25 the sale of the personal property, and that the purchaser is entitled to exclusive possession of the

1 | personal property from the date of sale and is entitled to such remedies as are available at law to
2 | secure such ownership, including a writ of assistance, if Defendants, or any other party or person
3 | shall refuse to immediately surrender possession to the purchase of the personal property at such
4 | sale.

5 | F. Awarding such other relief as shall appear to the Court just and equitable.

6 | DATED this ____ day of March, 2023.

7 | Respectfully submitted,
8 | MINOR, BANDONIS & HAGGERTY, P.C.

9 |
10 | _____
11 | James V. Shepherd OSB 901183
12 | Of Attorneys for Plaintiff
13 | Trial Attorney for Plaintiff
14 | jims@newportlaw.com
15 | PO Box 510 236 W. Olive St.
16 | Newport OR 97365
17 | 541 265 8888

After recording, return to:

**James V. Shepherd
Attorney at Law
Minor, Bandonis & Haggerty, P.C.
PO Box 510
Newport, OR 97365**


**OREGON FORECLOSURE AVOIDANCE PROGRAM
BENEFICIARY EXEMPTION AFFIDAVIT**

Lender/Beneficiary:	Oregon Coast Bank
Jurisdiction*	Oregon

*If Lender/Beneficiary is not a natural person, provide the state or other jurisdiction in which the Lender/Beneficiary is organized.

I, Melissa Chown (printed name) being first duly sworn, depose, and state that:
This affidavit is submitted for a claim of exemption to the Office of the Attorney General of Oregon under Oregon Laws 2013, chapter 304, §2(1)(b).

1. The above named individual or entity commenced or caused an affiliate or agent of the individual or entity to commence the following number of actions to foreclose a residential trust deed by advertisement and sale under ORS 86.752 or by suit under ORS 88.010 during the calendar year preceding the date of this affidavit: None [not to exceed 175];
2. The undersigned further certifies that she/he: [check only one of the following boxes]
 is the individual claiming exemption from requirements established under Or Laws 2013, ch 304, or
 is the Vice President [insert title] of the entity claiming exemption from requirements established under Or Laws 2013, ch 304, and is authorized by such entity to execute this affidavit on its behalf.

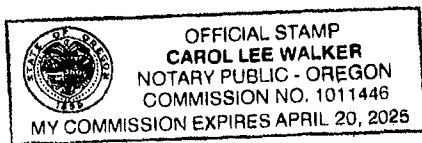


(Signature)

State of Oregon)
) ss.
County of Lincoln)

Signed and sworn to (or affirmed) before me this 5 day of January, 2022
by Melissa Chown

Carol Walker
Notary Public for State of Oregon
My commission expires: 4.20.25



PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	CHK / Coll.	Account	Office	Initials
\$755,000.00	12-11-2009	12-11-2011	10029941	310		102	(Signature)

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER PO BOX 1430 NEWPORT, OR 97365	Lender: Oregon Coast Bank Main Office 909 SE Bay Blvd P.O. Box 2280 Newport, OR 97365 (541) 265-9000
--	--

Principal Amount: \$755,000.00

Date of Note: December 11, 2009

PROMISE TO PAY. YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER ("Borrower") jointly and severally promise to pay to Oregon Coast Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Seven Hundred Fifty-five Thousand & 00/100 Dollars (\$755,000.00), together with interest on the unpaid principal balance from December 11, 2009, until paid in full.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 23 regular payments of \$7,377.02 each and one irregular last payment estimated at \$707,340.90. Borrower's first payment is due January 11, 2010, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on December 11, 2011, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Prime Rate published each week in the Wall Street Journal Money Rates Section (the "index"). The index is not necessarily the lowest rate charged by Lender on its loans. If the index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each year. Borrower understands that Lender may make loans based on other rates as well. The index currently is 3.250% per annum. Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 8.250% per annum based on a year of 360 days. NOTICE: Under no circumstances will the interest rate on this Note be less than 8.250% per annum or more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$150.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oregon Coast Bank, Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365.

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by adding a 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

- Payment Default.** Borrower fails to make any payment when due under this Note.
- Other Defaults.** Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.
- Default in Favor of Third Parties.** Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.
- False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.
- Insolvency.** The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.
- Creditor or Forfeiture Proceedings.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.
- Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.
- Change in Ownership.** Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.
- Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.
- Insecurity.** Lender in good faith believes itself insecure.
- Cure Provisions.** If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

PROMISSORY NOTE
(Continued)

Loan No: 10029941

Page 2

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Oregon.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, I am not entitled to further loan advances. Advances under this note, as well as directions for payment from my accounts, may be requested orally or in writing by me or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. I agree to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of my accounts with Lender, regardless of the fact that persons other than those authorized to borrow have authority to draw against the accounts. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) I or any guarantor is in default under the terms of this Note or any agreement that I or any guarantor have with Lender, including any agreement made in connection with the signing of this Note; (B) I or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Lender; (D) I have applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

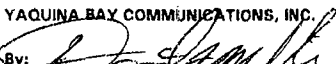
UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

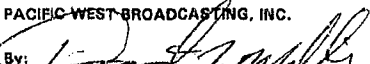
BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

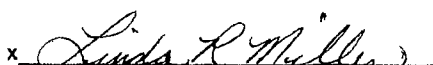
YAQUINA BAY COMMUNICATIONS, INC.

By: 
DAVID J MILLER, President/Secretary of YAQUINA
BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

By: 
DAVID J MILLER, President/Secretary of PACIFIC
WEST BROADCASTING, INC.

X 
DAVID J MILLER, Individually

X 
LINDA R MILLER, Individually

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$754,306.44	02-05-2010	12-30-2011	10029941	310		102	[Signature]

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "*" has been omitted due to text length limitations.

Borrower: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER PO BOX 1430 NEWPORT, OR 97365	Lender: Oregon Coast Bank Main Office 909 SE Bay Blvd P.O. Box 2280 Newport, OR 97365 (541) 265-9000
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Principal Amount: \$754,306.44 **Date of Agreement: February 5, 2010**

DESCRIPTION OF EXISTING INDEBTEDNESS. Original note dated December 11, 2009 in the amount of \$755,000.00.

DESCRIPTION OF COLLATERAL.

Real Property located at 906 SW Alder St. & 517 SW 9th St., Newport, OR 97365, Tax Lot 11-11-08-BD-12100, Newport, OR 97365, 3422 Hwy 20, Toledo, OR 97391 and 3330 NE East Devils Lake Rd., Lincoln City, OR 97367

All collateral described in Commercial Security Agreement dated December 11, 2009; together with all collateral used to secure loans 10004233 and 10004274 as described in Commercial Security Agreements dated February 20, 2004 between David J. Miller; Linda R. Miller; Yaquina Bay Communications, Inc.; and Pacific West Broadcasting, Inc. (Borrower/Grantor) and Oregon Coast Bank (Lender) together with UCC Financing Statements filed with the Oregon Secretary of State on December 19, 2000; File Number 536292, assigned to Oregon Coast Bank by UCC3 filed on September 27, 2004; File Number 536292-1; UCC filed on February 1, 1996; File Number 297938, assigned to Oregon Coast Bank by UCC3 filed on September 27, 2004; File Number 297938-1; UCC filed on March 2, 2004; File Number 6490401, continuation filed on March 2, 2009; File Number 6490401-1; UCC filed on July 24, 2008; File Number 8034142

1,204 Shares of Yaquina Bay Communications, Inc. Stock

Term Life Insurance Policy Number 2B80024633 in the amount of \$200,000.00 on the life of David J. Miller, issued by Money Life Insurance Company of America

Term Life Insurance Policy Number FK3304891 in the amount of \$300,000.00 on the life of David J. Miller, issued by Zurich Life

1,000 Shares of Pacific West Broadcasting, Inc. Stock

1,000 Shares of Yaquina Bay Communications, Inc. Stock

25,000 Shares of Yaquina Bay Communications, Inc. Stock

UCC Financing Statement filed with the Oregon Secretary of State; File Date: December 15, 2009, File No: 8417746

UCC1A Financing Statement filed with the Lincoln County Clerks office on December 11, 2009, File No: 2009-14151.

DESCRIPTION OF CHANGE IN TERMS.

The payment date has been changed from the 11th of the month to the 30th of each month.

The maturity date has been extended to December 30, 2011.

The payments will be raised to \$7,877.02 for 6 months starting February 28th and to \$7,632.22 for the August payment to compensate for the additional interest accrued due to the changed payment date. Regular payments of \$7,377.02 will resume September 30, 2010.

All other terms and conditions shall remain the same.

PROMISE TO PAY. YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER ("Borrower") jointly and severally promise to pay to Oregon Coast Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Seven Hundred Fifty-four Thousand Three Hundred Six & 44/100 Dollars (\$754,306.44), together with interest on the unpaid principal balance from January 21, 2010, until paid in full.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: one principal and interest payment of \$7,877.02 on February 28, 2010, with interest calculated on the unpaid principal balances using an interest rate based on the Prime Rate published each week in the Wall Street Journal Money Rates Section (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 8.250% per annum based on a year of 360 days; 5 monthly consecutive principal and interest payments in the initial amount of \$7,877.02 each, beginning March 30, 2010, with interest calculated on the unpaid principal balances using an interest rate based on the Prime Rate published each week in the Wall Street Journal Money Rates Section (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 8.250% per annum based on a year of 360 days; one principal and interest payment of \$7,632.22 on August 30, 2010, with interest calculated on the unpaid principal balances using an interest rate based on the Prime Rate published each week in the Wall Street Journal Money Rates Section (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 8.250% per annum based on a year of 360 days; 15 monthly consecutive principal and interest payments in the initial amount of \$7,377.02 each, beginning September 30, 2010, with interest calculated on the unpaid principal balances using an interest rate based on the Prime Rate published each week in the Wall Street Journal Money Rates Section (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 8.250% per annum based on a year of 360 days; and one principal and interest payment of \$706,971.24 on December 30, 2011, with interest calculated on the unpaid principal balances using an interest rate based on the Prime Rate published each week in the Wall Street Journal Money Rates Section (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 8.250% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts on this loan. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the Prime Rate published each week in the Wall Street Journal Money Rates Section (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each year. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. The interest rate or rates to be applied to the unpaid principal balance during this loan will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Agreement, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the last payment date of the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on this loan be less than 8.250% per annum or more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Agreement, Borrower understands that Lender is entitled to a minimum interest charge of \$150.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or

**CHANGE IN TERMS AGREEMENT
(Continued)**

Loan No: 10029941

Page 2

that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oregon Coast Bank, Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365.

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 6.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by adding a 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this loan would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Agreement. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default In Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for this creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonably and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Oregon.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation maker(s), will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

MISCELLANEOUS PROVISIONS. This Agreement is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Agreement on its demand. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed


necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.


BORROWER:

YAUQUINA BAY COMMUNICATIONS, INC.


By: _____
DAVID J MILLER, President/Secretary of YAUQUINA
BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.


By: _____
DAVID J MILLER, President/Secretary of PACIFIC
WEST BROADCASTING, INC.


By: _____
DAVID J MILLER, Individually

x 
LINDA R MILLER, individually

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$695,736.68	01-30-2012	01-19-2013	10029941	310		102	<i>JM</i>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J. MILLER; and LINDA R MILLER
PO BOX 1430
NEWPORT, OR 97365

Lender: Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365
(541) 265-9000

Principal Amount: \$695,736.68

Date of Agreement: January 30, 2012

DESCRIPTION OF EXISTING INDEBTEDNESS. Original note dated December 11, 2009 in the amount of \$755,000.00; amended by Change in Terms Agreement dated February 05, 2010.

DESCRIPTION OF COLLATERAL.

Real Property located at 906 SW Alder St. & 517 SW 9th St., Newport, OR 97365, Tax Lot 11-11-08-BD-12100, Newport, OR 97365, 3422 Hwy 20, Toledo, OR 97391 and 3330 NE East Devils Lake Rd., Lincoln City, OR 97367

All collateral described in Commercial Security Agreement dated December 11, 2009; together with all collateral used to secure loans 10004233 and 10004274 as described in Commercial Security Agreements dated February 20, 2004 between David J. Miller; Linda R. Miller; Yaquina Bay Communications, Inc.; and Pacific West Broadcasting, Inc. (Borrower/Grantor) and Oregon Coast Bank (Lender) together with UCC Financing Statements filed with the Oregon Secretary of State on December 19, 2000; File Number 536292, assigned to Oregon Coast Bank by UCC3 filed on September 27, 2004; File Number 536292-1; UCC filed on February 1, 1996; File Number 297938, assigned to Oregon Coast Bank by UCC3 filed on September 27, 2004; File Number 297938-1; UCC filed on March 2, 2004; File Number 6490401, continuation filed on March 2, 2009; File Number 6490401-1; UCC filed on July 24, 2008; File Number 8034142

1,204 Shares of Yaquina Bay Communications, Inc. Stock

Term Life Insurance Policy Number 2B80024633 in the amount of \$200,000.00 on the life of David J. Miller, issued by Money Life Insurance Company of America

Term Life Insurance Policy Number FK3304891 in the amount of \$300,000.00 on the life of David J. Miller, issued by Zurich Life

1,000 Shares of Pacific West Broadcasting, Inc. Stock

1,000 Shares of Yaquina Bay Communications, Inc. Stock

25,000 Shares of Yaquina Bay Communications, Inc. Stock

UCC Financing Statement filed with the Oregon Secretary of State; File Date: December 15, 2009, File No: 8417746

UCC1A Financing Statement filed with the Lincoln County Clerks office on December 11, 2009, File No: 2009-14151.

DESCRIPTION OF CHANGE IN TERMS.

1. The maturity date has been extended to January 19, 2013.
2. This loan has been converted from a line of credit to a term loan; funds are no longer available for advances.
3. The financial requirements will be amended as follows:

In addition to the current requirements, the Borrower is required to provide the following information:

- a. 2011 Profit & Loss Statement, Balance Sheet and Income Statement for both companies by February 28, 2012.
- b. Quarterly Balance Sheets and Income Statements for both companies starting with the first quarter of 2012.

If the Borrower does not comply with these provisions, they will be required to hire a bookkeeper to prepare the statements in a timely manner to turn into the bank.

4. The Borrower will pay an Extension Fee of \$125.00, Recording Fee of \$53.00, Credit Report Fee of \$20.00, Modification Endorsement Fee of \$250.00 and Lien and Judgment fee of \$100.00 upon signing.

All other terms and conditions shall remain the same.

PROMISE TO PAY. YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER ("Borrower") jointly and severally promise to pay to Oregon Coast Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Six Hundred Ninety-five Thousand Seven Hundred Thirty-six & 68/100 Dollars (\$695,736.68), together with interest on the unpaid principal balance from December 30, 2011, until paid in full.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 12 monthly consecutive principal and interest payments in the initial amount of \$7,377.02 each, beginning January 30, 2012, with interest calculated on the unpaid principal balances using an interest rate based on the Prime Rate published each week in the Wall Street Journal Money Rates Section (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 8.250% per annum based on a year of 360 days; and one principal and interest payment of \$667,425.11 on January 19, 2013, with interest calculated on the unpaid principal balances using an interest rate based on the Prime Rate published each week in the Wall Street Journal Money Rates Section (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 8.250% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts on this loan. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the Prime Rate published each week in the Wall Street Journal Money Rates Section (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute Index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each year. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. The interest rate or rates to be applied to the unpaid principal balance during this loan will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Agreement, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the last payment date of the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on this loan be less than 8.250% per annum or more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Agreement, Borrower understands that Lender is entitled to a minimum interest charge of \$150.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or

**CHANGE IN TERMS AGREEMENT
(Continued)**

Loan No: 10029941

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that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oregon Coast Bank, Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365.

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by adding an additional 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this loan would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Agreement. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Oregon.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.

MISCELLANEOUS PROVISIONS. This Agreement is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Agreement on its demand. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed

CHANGE IN TERMS AGREEMENT
(Continued)

Loan No: 10029941

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necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

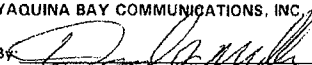
UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

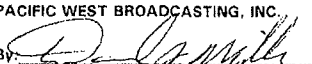
YAQUINA BAY COMMUNICATIONS, INC.

By

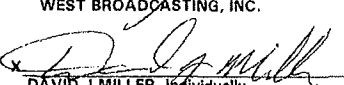

DAVID J MILLER, President/Secretary of YAQUINA
BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

By


DAVID J MILLER, President/Secretary of PACIFIC
WEST BROADCASTING, INC.

x


DAVID J MILLER, Individually

x


LINDA R MILLER, Individually

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CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$693,461.72	06-28-2012	01-19-2013	10029941	310		102	<i>[Signature]</i>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER
PO BOX 1430
NEWPORT, OR 97365

Lender: Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365
(541) 265-9000

Principal Amount: \$693,461.72

Date of Agreement: June 28, 2012

DESCRIPTION OF EXISTING INDEBTEDNESS. Original note dated December 11, 2009 in the amount of \$755,000.00; amended by Change in Terms Agreement dated February 05, 2010 and January 30, 2012.

DESCRIPTION OF COLLATERAL.

Real Property located at 906 SW Alder St. & 517 SW 9th St., Newport, OR 97365, Tax Lot 11-11-08-BD-12100, Newport, OR 97365, 3422 Hwy 20, Toledo, OR 97391 and 3330 NE East Devils Lake Rd., Lincoln City, OR 97367

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Term Life Insurance Policy Number FK3304891 in the amount of \$300,000.00 on the life of David J. Miller, issued by Zurich Life

1,000 Shares of Pacific West Broadcasting, Inc. Stock

1,000 Shares of Yaquina Bay Communications, Inc. Stock

25,000 Shares of Yaquina Bay Communications, Inc. Stock

UCC Financing Statement filed with the Oregon Secretary of State; File Date: December 15, 2009, File No: 8417746

UCC1A Financing Statement filed with the Lincoln County Clerks office on December 11, 2009, File No: 2009-14151.

DESCRIPTION OF CHANGE IN TERMS.

The May payment will be deferred to the end of the loan and will affect the amount of the estimated payment due at maturity.

The Borrower will pay the April payment in the amount of \$5,000.00 upon signing.

All other terms and conditions shall remain the same.

PROMISE TO PAY. YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER ("Borrower") jointly and severally promise to pay to Oregon Coast Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Six Hundred Ninety-three Thousand Four Hundred Sixty-one & 72/100 Dollars (\$693,461.72), together with interest on the unpaid principal balance from June 11, 2012, until paid in full.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: one principal and interest payment of \$5,000.00 on June 28, 2012, with interest calculated on the unpaid principal balances using an interest rate based on the Prime Rate published each week in the Wall Street Journal Money Rates Section (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 8.250% per annum based on a year of 360 days; 7 monthly consecutive principal and interest payments in the initial amount of \$7,377.02 each, beginning June 30, 2012, with interest calculated on the unpaid principal balances using an interest rate based on the Prime Rate published each week in the Wall Street Journal Money Rates Section (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 8.250% per annum based on a year of 360 days; and one principal and interest payment of \$671,319.53 on January 19, 2013, with interest calculated on the unpaid principal balances using an interest rate of 8.250% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts on this loan. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the Prime Rate published each week in the Wall Street Journal Money Rates Section (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each year. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. The interest rate or rates to be applied to the unpaid principal balance during this loan will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Agreement, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the last payment date of the just-ending payment stream. **NOTICE:** Under no circumstances will the interest rate on this loan be less than 8.250% per annum or more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Agreement, Borrower understands that Lender is entitled to a minimum interest charge of \$150.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oregon Coast Bank, Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365.

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by adding an additional 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this loan would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Agreement. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**CHANGE IN TERMS AGREEMENT
(Continued)**

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DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Oregon.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any in trial extension, modification or release, but also to all such subsequent actions.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

MISCELLANEOUS PROVISIONS. This Agreement is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Agreement on its demand. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

EXHIBIT E
PAGE 2 OF 3

CHANGE IN TERMS AGREEMENT
(Continued)

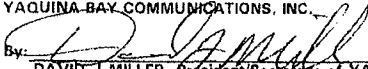
Loan No: 10029941

Page 3

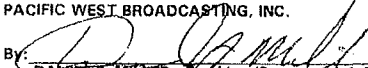
PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

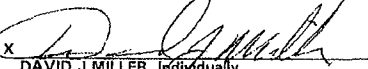
BORROWER:

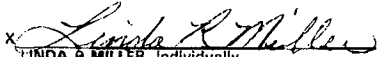
YAQUINA BAY COMMUNICATIONS, INC.

By: 
DAVID J MILLER, President/Secretary of YAQUINA
BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

By: 
DAVID J MILLER, President/Secretary of PACIFIC
WEST BROADCASTING, INC.

X 
DAVID J MILLER, Individually

X 
LINDA A MILLER, Individually

LASER PRO Lending, Ver. 5.55/00.003 Copy, Portland Financial Solutions, Inc. 12/7, 2012. All Rights Reserved. OR 11CPLFLD20C.FC TR-5124 PR-2

CHANGE IN TERMS AGREEMENT

Principal \$672,516.43	Loan Date 02-13-2013	Maturity 10-31-2013	Loan No 10029941	Call / Coll 310	Account	Officer 102	Initials <i>[Signature]</i>
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any Item above containing "*****" has been omitted due to text length limitations.							

Borrower: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER
PO BOX 1430
NEWPORT, OR 97365

Lender: Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365
(541) 265-9000

Principal Amount: \$672,516.43

Date of Agreement: February 13, 2013

DESCRIPTION OF EXISTING INDEBTEDNESS. Original note dated December 11, 2009 in the amount of \$755,000.00; amended by Change in Terms Agreement dated February 05, 2010, January 30, 2012 and June 28, 2012.

DESCRIPTION OF COLLATERAL.

Real Property located at 906 SW Alder St. & 517 SW 9th St., Newport, OR 97365, Tax Lot 11-11-08-BD-12100, Newport, OR 97365, 3422 Hwy 20, Toledo, OR 97391 and 3330 NE East Devils Lake Rd., Lincoln City, OR 97367

All collateral described in Commercial Security Agreement dated December 11, 2009; together with all collateral used to secure loans 10004233 and 10004274 as described in Commercial Security Agreements dated February 20, 2004 between David J. Miller; Linda R. Miller; Yaquina Bay Communications, Inc.; and Pacific West Broadcasting, Inc. (Borrower/Grantor) and Oregon Coast Bank (Lender) together with UCC Financing Statements filed with the Oregon Secretary of State on December 19, 2000; File Number 536292, assigned to Oregon Coast Bank by UCC3 filed on September 27, 2004; File Number 536292-1; UCC filed on February 1, 1996; File Number 297938, assigned to Oregon Coast Bank by UCC3 filed on September 27, 2004; File Number 297938-1; UCC filed on March 2, 2004; File Number 6490401, continuation filed on March 2, 2009; File Number 6490401-1; UCC filed on July 24, 2008; File Number 8034142

1,204 Shares of Yaquina Bay Communications, Inc. Stock

Term Life Insurance Policy Number 2B80024633 in the amount of \$200,000.00 on the life of David J. Miller, Issued by Money Life Insurance Company of America

Term Life Insurance Policy Number FK3304891 in the amount of \$300,000.00 on the life of David J. Miller, issued by Zurich Life

1,000 Shares of Pacific West Broadcasting, Inc. Stock

1,000 Shares of Yaquina Bay Communications, Inc. Stock

25,000 Shares of Yaquina Bay Communications, Inc. Stock

UCC Financing Statement filed with the Oregon Secretary of State; File Date: December 15, 2009, File No: 8417746

UCC1A Financing Statement filed with the Lincoln County Clerks office on December 11, 2009, File No: 2009-14151.

DESCRIPTION OF CHANGE IN TERMS.

The maturity date has been extended to October 31, 2013.

A Modification of Deed of Trust will be recorded to reflect the extended maturity date and a Modification Endorsement will be purchased and added to the title policy.

The Borrower will pay the January payment in the amount of \$7,377.02, Change in Terms Fee of \$125.00, Credit Report Fee of \$20.00, Recording Fee of \$89.00, Modification Endorsement Fee of \$250.00, Lien and Judgement Fee of \$100.00 and Late Charges of \$500.00 upon signing.

All other terms and conditions shall remain the same.

PROMISE TO PAY. YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER ("Borrower") jointly and severally promise to pay to Oregon Coast Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Six Hundred Seventy-two Thousand Five Hundred Sixteen & 43/100 Dollars (\$672,516.43), together with interest on the unpaid principal balance from December 31, 2012, until paid in full.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 9 monthly consecutive principal and interest payments in the initial amount of \$7,377.02 each, beginning January 31, 2013, with interest calculated on the unpaid principal balances using an interest rate based on the Prime Rate published each week in the Wall Street Journal Money Rates Section (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 8.250% per annum based on a year of 360 days; and one principal and interest payment of \$652,101.39 on October 31, 2013, with interest calculated on the unpaid principal balances using an interest rate of 8.250% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts on this loan. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the Prime Rate published each week in the Wall Street Journal Money Rates Section (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute Index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each year. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. The interest rate or rates to be applied to the unpaid principal balance during this loan will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Agreement, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on this loan be less than 8.250% per annum or more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Agreement, Borrower understands that Lender is entitled to a minimum interest charge of \$150.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oregon Coast Bank, Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365.

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by adding an additional 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this loan would have matured had there been no default, the

**CHANGE IN TERMS AGREEMENT
(Continued)**

Loan No: 10029941

Page 2

Default Rate Margin will continue to apply to the final interest rate described in this Agreement. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Oregon.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

MISCELLANEOUS PROVISIONS. This Agreement is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Agreement on its demand. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other Indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

EXHIBIT F
PAGE 2 OF 3

CHANGE IN TERMS AGREEMENT
(Continued)

Loan No: 10029941

Page 3


PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.


BORROWER:

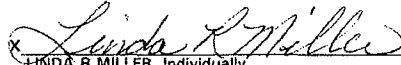
YAQUINA BAY COMMUNICATIONS, INC.

By: 
DAVID J MILLER, President/Secretary of YAQUINA
BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

By: 
DAVID J MILLER, President/Secretary of PACIFIC
WEST BROADCASTING, INC.

x 
DAVID J MILLER, Individually

x 
LINDA R MILLER, Individually

LENDER:

OREGON COAST BANK

x 
Authorized Officer

LASER PRO Lending, Ver. 12.4.10.003 Copr. Harland Financial Software, Inc. 1997, 2013. All Rights Reserved. OR FICHLPL02007C TR-5124 PR-2

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$656,792.39	10-30-2013	10-31-2018	10029941	310		102	UR
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER PO BOX 1430 NEWPORT, OR 97365	Lender: Oregon Coast Bank Main Office 309 SE Bay Blvd P.O. Box 2280 Newport, OR 97365 (541) 265-9000
--	--

Principal Amount: \$656,792.39

Date of Agreement: October 30, 2013

DESCRIPTION OF EXISTING INDEBTEDNESS. Original note dated December 11, 2009 in the amount of \$755,000.00; amended by Change in Terms Agreement dated February 05, 2010, January 30, 2012, June 28, 2012 and February 13, 2013.

DESCRIPTION OF COLLATERAL.

Real Property located at 906 SW Alder St. & 517 SW 9th St., Newport, OR 97365, Tax Lot 11-11-08-BD-12100, Newport, OR 97365, 3422 Hwy 20, Toledo, OR 97391 and 3330 NE East Devils Lake Rd., Lincoln City, OR 97367

All collateral described in Commercial Security Agreement dated December 11, 2009; together with all collateral used to secure loans 10004233 and 10004274 as described in Commercial Security Agreements dated February 20, 2004 between David J. Miller; Linda R. Miller; Yaquina Bay Communications, Inc.; and Pacific West Broadcasting, Inc. (Borrower/Grantor) and Oregon Coast Bank (Lender) together with UCC Financing Statements filed with the Oregon Secretary of State on December 19, 2000; File Number 536292, assigned to Oregon Coast Bank by UCC3 filed on September 27, 2004; File Number 536292-1; UCC filed on February 1, 1996; File Number 297938, assigned to Oregon Coast Bank by UCC3 filed on September 27, 2004; File Number 297938-1; UCC filed on March 2, 2004; File Number 6490401, continuation filed on March 2, 2009; File Number 6490401-1; UCC filed on July 24, 2008; File Number 8034142

1,204 Shares of Yaquina Bay Communications, Inc. Stock

Term Life Insurance Policy Number 2880024633 in the amount of \$200,000.00 on the life of David J. Miller, Issued by Money Life Insurance Company of America

Term Life Insurance Policy Number FK3304891 in the amount of \$300,000.00 on the life of David J. Miller, issued by Zurich Life

1,000 Shares of Pacific West Broadcasting, Inc. Stock

1,000 Shares of Yaquina Bay Communications, Inc. Stock

25,000 Shares of Yaquina Bay Communications, Inc. Stock

UCC Financing Statement filed with the Oregon Secretary of State; File Date: December 15, 2009, File No: 8417746

UCC1A Financing Statement filed with the Lincoln County Clerks office on December 11, 2009, File No: 2009-14151.

DESCRIPTION OF CHANGE IN TERMS.

1. The maturity date has been extended to October 31, 2018.
2. The Borrower is still responsible for the August, September and October payments in the amount of \$16,822.98.
3. Late charges in the amount of \$3,044.24 will be waived.
4. A Modification of Deed of Trust will be recorded to reflect the extended maturity date and a Modification Endorsement will be purchased and added to the title policy.
5. The Borrower will pay a Change in Terms Fee of \$25.00, Credit Report Fee of \$20.00, Recording Fee of \$25.00, Modification Endorsement Fee of \$250.00, Lien and Judgement Fee of \$100.00, Interest to Date of \$4,966.99 and Late Charges of \$800.00 upon signing.

All other terms and conditions shall remain the same.

PROMISE TO PAY. YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER ("Borrower") jointly and severally promise to pay to Oregon Coast Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Six Hundred Fifty-six Thousand Seven Hundred Ninety-two & 39/100 Dollars (\$656,792.39), together with interest on the unpaid principal balance from September 27, 2013, until paid in full.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: one principal and interest payment of \$7,377.02 on November 30, 2013, with interest calculated on the unpaid principal balances using an interest rate based on the Prime Rate published each week in the Wall Street Journal Money Rates Section (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 8.260% per annum based on a year of 360 days; 58 monthly consecutive principal and interest payments in the initial amount of \$7,377.02 each, beginning December 31, 2013, with interest calculated on the unpaid principal balances using an interest rate based on the Prime Rate published each week in the Wall Street Journal Money Rates Section (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 8.250% per annum based on a year of 360 days; and one principal and interest payment of \$464,326.16 on October 31, 2018, with interest calculated on the unpaid principal balances using an interest rate based on the Prime Rate published each week in the Wall Street Journal Money Rates Section (currently 3.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 8.250% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts on this loan. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the Prime Rate published each week in the Wall Street Journal Money Rates Section (the "Index"). The index is not necessarily the lowest rate charged by Lender on its loans. If the index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each year. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. The interest rate or rates to be applied to the unpaid principal balance during this loan will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Agreement, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream. NOTICE: Under no circumstances will the interest rate on this loan be less than 8.250% per annum or more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Agreement, Borrower understands that Lender is entitled to a minimum interest charge of \$150.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oregon Coast

**CHANGE IN TERMS AGREEMENT
(Continued)**

Loan No: 10029941

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Bank, Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365.

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by adding an additional 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this loan would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Agreement. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Oregon.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

NOTICE. An Assignment of Life Insurance has been pledged to Oregon Coast Bank as collateral. This Assignment is to be made and held as collateral security for all present and future liabilities to the referenced Borrower, whether now existing or that may hereafter arise in the ordinary course of business, together with interest, costs, expenses and attorneys' fees and other charges.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

MISCELLANEOUS PROVISIONS. This Agreement is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Agreement on its demand. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fall or decide not to perfect, end release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly

CHANGE IN TERMS AGREEMENT
(Continued)

Loan No: 10029941

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stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.


PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

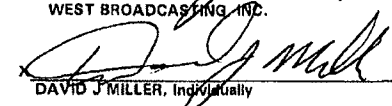
BORROWER:

YAQUINA BAY COMMUNICATIONS, INC.

By: 
DAVID J MILLER, President/Secretary of YAQUINA
BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

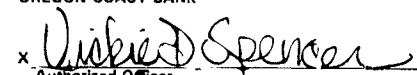
By: 
DAVID J MILLER, President/Secretary of PACIFIC
WEST BROADCASTING, INC.

x 
DAVID J MILLER, Individually

x 
LINDA R MILLER, Individually

LENDER:

OREGON COAST BANK

x 
Authorized Officer

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$463,287.98	11-26-2018	10-31-2020	10029941		49997	MAC	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA MILLER PO BOX 1430 NEWPORT, OR 97365	Lender: Oregon Coast Bank Main Office 909 SE Bay Blvd P.O. Box 2280 Newport, OR 97365 (866) 833-6430
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Principal Amount: \$463,287.98

Date of Agreement: November 26, 2018

DESCRIPTION OF EXISTING INDEBTEDNESS.

Original note dated December 11, 2009 in the amount of \$755,000.00, together with all renewals of, modifications of, re-financings of, consolidations of, and substitutions for the Promissory Note or agreement.

DESCRIPTION OF COLLATERAL.

Real Property located at 906 SW Alder St. & 517 SW 9th St., Newport, OR 97365, Tax Lot 11-11-08-BD-12100, Newport, OR 97365, 3422 Hwy 20, Toledo, OR 97391 and 3330 NE East Devils Lake Rd., Lincoln City, OR 97367

All collateral described in Commercial Security Agreement dated December 11, 2009; together with all collateral used to secure loans 10004233 and 10004274 as described in Commercial Security Agreements dated February 20, 2004 between David J. Miller; Linda R. Miller; Yaquina Bay Communications, Inc.; and Pacific West Broadcasting, Inc. (Borrower/Grantor) and Oregon Coast Bank (Lender) together with UCC Financing Statements filed with the Oregon Secretary of State on December 19, 2000; File Number 536292, assigned to Oregon Coast Bank by UCC3 filed on September 27, 2004; File Number 536292-1; UCC filed on February 1, 1996; File Number 297938, assigned to Oregon Coast Bank by UCC3 filed on September 27, 2004; File Number 297938-1; UCC filed on March 2, 2004; File Number 6490401, continuation filed on March 2, 2009; File Number 6490401-1; UCC filed on July 24, 2008; File Number 8034142

1,204 Shares of Yaquina Bay Communications, Inc. Stock

Term Life Insurance Policy Number 2B80024633 in the amount of \$200,000.00 on the life of David J. Miller, issued by Money Life Insurance Company of America

Term Life Insurance Policy Number FK3304891 in the amount of \$300,000.00 on the life of David J. Miller, issued by Zurich Life

1,000 Shares of Pacific West Broadcasting, Inc. Stock

1,000 Shares of Yaquina Bay Communications, Inc. Stock

25,000 Shares of Yaquina Bay Communications, Inc. Stock

UCC Financing Statement filed with the Oregon Secretary of State; File Date: December 15, 2009, File No: 8417746

UCC1A Financing Statement filed with the Lincoln County Clerks office on December 11, 2009, File No: 2009-14151.

DESCRIPTION OF CHANGE IN TERMS.

The maturity date has been extended from October 31, 2018 to October 31, 2020.

A Modification of Deed of Trust will be recorded to reflect the extended maturity date and a Modification Endorsement will be purchased and added to the title policy.

The Borrower will pay the following in cash upon signing:

- 1) Change in Terms Fee of \$300.00 ✓
- 2) Recording Fee of \$98.00 ✓
- 3) Date Down Endorsement and Modification Endorsement Fee of \$400.00 ✓

MN 12-11-2018
On Paper

All other terms and conditions shall remain the same.

PROMISE TO PAY. YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA MILLER ("Borrower") jointly and severally promise to pay to Oregon Coast Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Sixty-three Thousand Two Hundred Eighty-seven & 98/100 Dollars (\$463,287.98), together with interest on the unpaid principal balance from November 26, 2018, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the index, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 23 monthly consecutive principal and interest payments in the initial amount of \$7,377.02 each, beginning November 30, 2018, with interest calculated on the unpaid principal balances using an interest rate based on the Prime Rate published each week in the Wall Street Journal Money Rates Section (currently 5.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 8.250% per annum based on a year of 360 days; and one principal and interest payment of \$359,547.27 on October 31, 2020, with interest calculated on the unpaid principal balances using an interest rate based on the Prime Rate published each week in the Wall Street Journal Money Rates Section (currently 5.250%), plus a margin of 1.000 percentage points, adjusted if necessary for the minimum and maximum rate limitations for this loan, resulting in an initial interest rate of 8.250% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts on this loan. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the Prime Rate published each week in the Wall Street Journal Money Rates Section (the "Index"). The index is not necessarily the lowest rate charged by Lender on its loans. If the index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each year. Borrower understands that Lender may make loans based on other rates as well. The index currently is 5.250% per annum. The interest rate or rates to be applied to the unpaid principal balance during this loan will be the rate or rates set forth herein in the "Payment" section. Notwithstanding any other provision of this Agreement, after the first payment stream, the interest rate for each subsequent payment stream will be effective as of the due date of the last payment in the just-ending payment stream and will be determined using the most recent index figure available as of 60 days before the date of the scheduled interest rate change. NOTICE: Under no circumstances will the interest rate on this loan be less than 8.250% per annum or more than the maximum rate allowed by applicable law. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oregon Coast Bank, Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365.

**CHANGE IN TERMS AGREEMENT
(Continued)**

Loan No: 10029941

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LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by adding an additional 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this loan would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Agreement. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Oregon.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Lincoln County, State of Oregon.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

NOTICE. An Assignment of Life Insurance has been pledged to Oregon Coast Bank as collateral. This Assignment is to be made and held as collateral security for all present and future liabilities to the referenced Borrower, whether now existing or that may hereafter arise in the ordinary course of business, together with interest, costs, expenses and attorneys' fees and other charges.

NOTICE OF FINAL AGREEMENT. By signing this document each Party represents and agrees that: (a) The written Loan Agreement represents the final agreement between the Parties, (b) There are no unwritten oral agreements between the Parties, and (c) The written Loan Agreement may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements or understandings of the Parties.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the Indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the Indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any Indebtedness, including increases and decreases of the rate of interest on the Indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any...

CHANGE IN TERMS AGREEMENT
(Continued)

Loan No: 10029941

Page 3

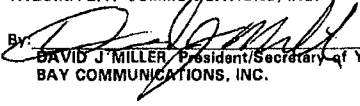
more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

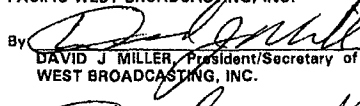
PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

YAUQUINA BAY COMMUNICATIONS, INC.

By: 
DAVID J MILLER, President/Secretary of YAUQUINA
BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

By: 
DAVID J MILLER, President/Secretary of PACIFIC
WEST BROADCASTING, INC.


DAVID J MILLER, Individually

x 
LINDA MILLER, Individually

LENDER:

OREGON COAST BANK

x 
Authorized Officer

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$424,943.38	05-20-2020	10-31-2020	10029941		49997	MAC	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA MILLER PO BOX 1430 NEWPORT, OR 97365	Lender: Oregon Coast Bank Main Office 909 SE Bay Blvd P.O. Box 2280 Newport, OR 97365 (866) 833-6430
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Principal Amount: \$424,943.38

Date of Agreement: May 20, 2020

DESCRIPTION OF EXISTING INDEBTEDNESS.

Original note dated December 11, 2009 in the amount of \$755,000.00, together with all renewals of, modifications of, re-financings of, consolidations of, and substitutions for the Promissory Note or agreement.

DESCRIPTION OF COLLATERAL.

Real Property located at 906 SW Alder St. & 517 SW 9th St., Newport, OR 97365, Tax Lot 11-11-08-BD-12100, Newport, OR 97365, 3422 Hwy 20, Toledo, OR 97391 and 3330 NE East Devils Lake Rd., Lincoln City, OR 97367

All collateral described in Commercial Security Agreement dated December 11, 2009; together with all collateral used to secure loans 10004233 and 10004274 as described in Commercial Security Agreements dated February 20, 2004 between David J. Miller; Linda R. Miller; Yaquina Bay Communications, Inc.; and Pacific West Broadcasting, Inc. (Borrower/Grantor) and Oregon Coast Bank (Lender) together with UCC Financing Statements filed with the Oregon Secretary of State on December 19, 2000; File Number 536292, assigned to Oregon Coast Bank by UCC3 filed on September 27, 2004; File Number 536292-1; UCC filed on February 1, 1996; File Number 297938, assigned to Oregon Coast Bank by UCC3 filed on September 27, 2004; File Number 297938-1; UCC filed on March 2, 2004; File Number 6490401, continuation filed on March 2, 2009; File Number 6490401-1; UCC filed on July 24, 2008; File Number 8034142

1,204 Shares of Yaquina Bay Communications, Inc. Stock

Term Life Insurance Policy Number 2880024633 in the amount of \$200,000.00 on the life of David J. Miller, issued by Money Life Insurance Company of America

Term Life Insurance Policy Number FK3304891 in the amount of \$300,000.00 on the life of David J. Miller, issued by Zurich Life

1,000 Shares of Pacific West Broadcasting, Inc. Stock

1,000 Shares of Yaquina Bay Communications, Inc. Stock

25,000 Shares of Yaquina Bay Communications, Inc. Stock

UCC Financing Statement filed with the Oregon Secretary of State; File Date: December 15, 2009, File No: 8417746; Continuation Filed November 20, 2019.

UCC1A Financing Statement filed with the Lincoln County Clerks office on December 11, 2009, File No: 2009-14151; Continuation Filed November 27, 2019.

DESCRIPTION OF CHANGE IN TERMS.

The Monthly payments will now be Interest only payments, as described in the Payment paragraph below.

All other terms and conditions shall remain the same.

PROMISE TO PAY. YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA MILLER ("Borrower") jointly and severally promise to pay to Oregon Coast Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Twenty-four Thousand Nine Hundred Forty-three & 38/100 Dollars (\$424,943.38), together with interest on the unpaid principal balance from May 7, 2020, until paid in full.

PAYMENT. Borrower will pay this loan in one principal payment of \$424,943.38 plus interest on October 31, 2020. This payment due on October 31, 2020, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning May 30, 2020, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the Prime Rate published each week in the Wall Street Journal Money Rates Section (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each year, from the date of the Note. Borrower understands that Lender may make loans based on other rates as well. The Index currently is 3.250% per annum. Interest on the unpaid principal balance of this loan will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the Index (the "Margin"), adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 8.250% per annum based on a year of 360 days. If Lender determines, in its sole discretion, that the Index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this loan, Lender may amend this loan by designating a substantially similar substitute index. Lender may also amend and adjust the Margin to accompany the substitute index. The change to the Margin may be a positive or negative value, or zero. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific index that is unavailable or unreliable. Such an amendment to the terms of this loan will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. NOTICE: Under no circumstances will the interest rate on this loan be less than 8.250% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oregon Coast Bank, Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365.

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by adding an additional 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Oregon.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Lincoln County, State of Oregon.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

NOTICE. An Assignment of Life Insurance has been pledged to Oregon Coast Bank as collateral. This Assignment is to be made and held as collateral security for all present and future liabilities to the referenced Borrower, whether now existing or that may hereafter arise in the ordinary course of business, together with interest, costs, expenses and attorneys' fees and other charges.

NOTICE OF FINAL AGREEMENT. By signing this document each Party represents and agrees that: (a) The written Loan Agreement represents the final agreement between the Parties, (b) There are no unwritten oral agreements between the Parties, and (c) The written Loan Agreement may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements or understandings of the Parties.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without enforcing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING. EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

CHANGE IN TERMS AGREEMENT
(Continued)


Loan No: 10029941

Page 3


PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.


BORROWER:


YAQUINA BAY COMMUNICATIONS, INC.

By: 
DAVID J MILLER, President/Secretary of YAQUINA
BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

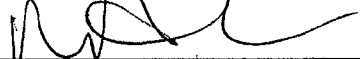
By: 
DAVID J MILLER, President/Secretary of PACIFIC
WEST BROADCASTING, INC.

X 
DAVID J MILLER, Individually

X 
LINDA MILLER, Individually

LENDER:

OREGON COAST BANK

X 
Authorized Officer

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$416,019.54	02-01-2021	10-31-2021	10029941		49997	MAC	MAC
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA MILLER PO BOX 1430 NEWPORT, OR 97366	Lender: Oregon Coast Bank Main Office 909 SE Bay Blvd P.O. Box 2280 Newport, OR 97366 (866) 833-6430
--	--

Principal Amount: \$416,019.54

Date of Agreement: February 1, 2021

DESCRIPTION OF EXISTING INDEBTEDNESS.

Original note dated December 11, 2009 in the amount of \$755,000.00, together with all renewals of, modifications of, re-financings of, consolidations of, and substitutions for the Promissory Note or agreement.

DESCRIPTION OF COLLATERAL.

Real Property located at 906 SW Alder St. & 517 SW 9th St., Newport, OR 97365, Tax Lot 11-11-08-8D-12100, Newport, OR 97365, 3422 Hwy 20, Toledo, OR 97391 and 3330 NE East Devils Lake Rd., Lincoln City, OR 97367

Term Life Insurance Policy Number 2B80024633 in the amount of \$200,000.00 on the life of David J. Miller, issued by Money Life Insurance Company of America

Term Life Insurance Policy Number FK3304891 in the amount of \$300,000.00 on the life of David J. Miller, issued by Zurich Life

1,000 Shares of Pacific West Broadcasting, Inc. Stock

1,000 Shares of Yaquina Bay Communications, Inc. Stock

25,000 Shares of Yaquina Bay Communications, Inc. Stock

1,204 Shares of Yaquina Bay Communications, Inc. Stock

UCC Financing Statement filed with the Oregon Secretary of State; File Date: December 15, 2009, File No: 8417746; Continuation Filed November 25, 2014 and November 20, 2019.

UCC1A Financing Statement filed with the Lincoln County Clerks office on December 11, 2009, File No: 2009-14151; Continuation Filed November 26, 2014 and November 27, 2019.

UCC Financing Statement filed with the Oregon Secretary of State; File Date: July 24, 2008, File No: 8034164; Continuation Filed May 3, 2013 and June 8, 2018.

UCC Financing Statement filed with the Oregon Secretary of State; File Date: July 24, 2008, File No: 8034142; Continuation Filed May 3, 2013 and June 8, 2018.

UCC Financing Statement filed with the Oregon Secretary of State; File Date: September 27, 2004, File No: 536292; Continuation Filed December 10, 2015 and December 14, 2020.

UCC Financing Statement filed with the Oregon Secretary of State; File Date: March 2, 2004, File No: 6490401; Continuation Filed January 3, 2014 and January 9, 2019.

DESCRIPTION OF CHANGE IN TERMS.

The maturity date has been extended from October 31, 2020 to October 31, 2021.

The following fees will be added to the loan amount:

- 1) Change in Terms Fee of \$300.00
- 2) Credit Report Fee of \$30.00
- 3) Recording Fees \$98.00
- 4) Date Down of \$160.00
- 5) UCC Continuation Fee of \$31.00

All other terms and conditions shall remain the same.

PROMISE TO PAY. YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA MILLER ("Borrower") jointly and severally promise to pay to Oregon Coast Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Four Hundred Sixteen Thousand Nineteen & 54/100 Dollars (\$416,019.54), together with interest on the unpaid principal balance from November 1, 2020, until paid in full.

PAYMENT. Borrower will pay this loan in one principal payment of \$416,019.54 plus interest on October 31, 2021. This payment due on October 31, 2021, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning February 28, 2021, with all subsequent interest payments to be due on the last day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this loan is subject to change from time to time based on changes in an independent index which is the Prime Rate published each week in the Wall Street Journal Money Rates Section (the "Index"). The index is not necessarily the lowest rate charged by Lender on its loans. Lender will tell Borrower the current index rate upon Borrower's request. The interest rate change will not occur more often than each year, from the date of the Note. Borrower understands that Lender may make loans based on other rates as well. The index currently is 3.260% per annum. Interest on the unpaid principal balance of this loan will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate of 1.000 percentage point over the index (the "Margin"), adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 8.260% per annum based on a year of 360 days. If Lender determines, in its sole discretion, that the index has become unavailable or unreliable, either temporarily, indefinitely, or permanently, during the term of this loan, Lender may amend this loan by designating a substantially similar substitute index. Lender may also amend and adjust the Margin to accompany the substitute index. The change to the Margin may be a positive or negative value, or zero. In making these amendments, Lender may take into consideration any then-prevailing market convention for selecting a substitute index and margin for the specific index that is unavailable or unreliable. Such an amendment to the terms of this loan will become effective and bind Borrower 10 business days after Lender gives written notice to Borrower without any action or consent of the Borrower. NOTICE: Under no circumstances will the interest rate on this loan be less than 8.260% per annum or more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oregon Coast Bank, Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97366.

LATE CHARGE. If a payment is 16 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$26.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by adding an additional 2.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

**CHANGE IN TERMS AGREEMENT
(Continued)**

Loan No: 10029941

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DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Oregon.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Lincoln County, State of Oregon.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

NOTICE OF FINAL AGREEMENT. By signing this document each Party represents and agrees that: (a) The written Loan Agreement represents the final agreement between the Parties, (b) There are no unwritten oral agreements between the Parties, and (c) The written Loan Agreement may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements or understandings of the Parties.

NOTICE. An Assignment of Life Insurance has been pledged to Oregon Coast Bank as collateral. This Assignment is to be made and held as collateral security for all present and future liabilities to the referenced Borrower, whether now existing or that may hereafter arise in the ordinary course of business, together with interest, costs, expenses and attorneys' fees and other charges.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.

MISCELLANEOUS PROVISIONS. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fall or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party

CHANGE IN TERMS AGREEMENT
(Continued)

Loan No: 10029941

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with whom the modification is made. The obligations under this Agreement are joint and several.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

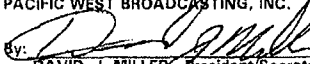
PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

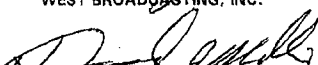
BORROWER:


YAQUINA BAY COMMUNICATIONS, INC.

By: 
DAVID J MILLER, President/Secretary of YAQUINA
BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

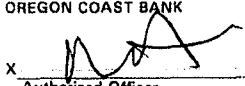
By: 
DAVID J MILLER, President/Secretary of PACIFIC
WEST BROADCASTING, INC.

X 
DAVID J MILLER, Individually

X  2/9/21
LINDA MILLER, Individually

LENDER:

OREGON COAST BANK

X 
Authorized Officer

RECORDATION REQUESTED BY:

Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365

WHEN RECORDED MAIL TO:

Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365

Lincoln County, Oregon
12/11/2009 04:03:18 PM
DOC-TD
\$45.00 \$11.00 \$15.00 \$10.00 \$7.00 - Total = \$88.00

2009-14168

Crit=1 Pgs=8 Str=5 LELY



I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office this 11th day of December, 2009.



Dana W. Jenkins, Lincoln County Clerk

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

DEED OF TRUST

THIS DEED OF TRUST is dated December 11, 2009, among DAVID J MILLER & LINDA R MILLER, as tenants by the entirety, as to Parcels I & II, as an estate in fee simple, whose address is 906 SW ALDER, NEWPORT, OR 97365

PACIFIC WEST BROADCASTING, INC., as to Parcel III, as an estate in fee simple, whose address is 906 SW Alder, Newport, OR 97365 ("Grantor"); Oregon Coast Bank, whose address is Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Western Title & Escrow Company, whose address is 225 SW Coast Hwy #101, Newport, OR 97365 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, represented in the Note dated December 11, 2009, in the original principal amount of \$755,000.00, from Borrower to Lender, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in LINCOLN County, State of Oregon:

See EXHIBIT "A", which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 906 SW ALDER ST. & 517 SW 9TH ST., NEWPORT, OR 97365

TAX LOT 11-11-08-BD-12100, NEWPORT, OR 97365

3422 HWY 20, TOLEDO, OR 97391

3330 NE EAST DEVILS LAKE RD., LINCOLN CITY, OR 97367. The Real Property tax identification number is 11-11-08-BD-12000 R135266; 11-11-08-BD-12100 R139997; 11-11-11-00-1103 R336652 & R24460; 07-11-01-C-2001 R431767.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Deed of Trust is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Deed of Trust and to hypothecate the Property; (c) the provisions of this Deed of Trust do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Borrower shall pay to Lender all indebtedness secured by this Deed of Trust as it becomes due, and Borrower and Grantor shall perform all their respective obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Grantor agree that Borrower's and Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under,

about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's Interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the Existing Indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request, with Trustee and Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any

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proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's indebtedness shall be paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Deed of Trust:

Existing Lien. The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (3) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this

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Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Grantor pay all the Indebtedness when due, and Grantor otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's property or Borrower's ability to repay the Indebtedness or Borrower's or Grantor's ability to perform their respective obligations under this Deed of Trust or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the

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power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least fifteen (15) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust:

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed under this Deed of Trust by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of LINCOLN County, State of Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of Trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Governing Law. This Deed of Trust will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Deed of Trust has been accepted by Lender in the State of Oregon.

Joint and Several Liability. All obligations of Borrower and Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Deed of Trust. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Deed of Trust.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Deed of Trust unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Deed of Trust shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Deed of Trust. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the

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offending provision cannot be so modified, it shall be considered deleted from this Deed of Trust. Unless otherwise required by law; the illegality, invalidity, or unenforceability of any provision of this Deed of Trust shall not affect the legality, validity or enforceability of any other provision of this Deed of Trust.

Successors and Assigns. Subject to any limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Oregon as to all indebtedness secured by this Deed of Trust.

Commercial Deed of Trust. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Deed of Trust. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code:

Beneficiary. The word "Beneficiary" means Oregon Coast Bank, and its successors and assigns.

Borrower. The word "Borrower" means YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Default. The word "Default" means the Default set forth in this Deed of Trust in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto or intended to protect human health or the environment.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Deed of Trust in the events of default section of this Deed of Trust.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Deed of Trust.

Grantor. The word "Grantor" means DAVID J MILLER; LINDA R MILLER; and PACIFIC WEST BROADCASTING, INC..

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Trustee or Lender to enforce Grantor's obligations under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust.

Lender. The word "Lender" means Oregon Coast Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated December 11, 2009, in the original principal amount of \$755,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of the Note is December 11, 2011.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Deed of Trust.


Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.


Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means Western Title & Escrow Company, whose address is 225 SW Coast Hwy #101, Newport, OR 97365 and any substitute or successor trustees.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X 
DAVID J MILLER, Individually

X 
LINDA R MILLER, Individually

PACIFIC WEST BROADCASTING, INC.

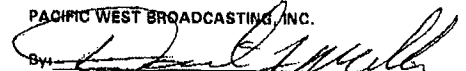
By: 
DAVID J MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC.

EXHIBIT K
PAGE 6 OF 9

DEED OF TRUST
(Continued)

Loan No: 10029941

Page 7

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lincoln)



On this day before me, the undersigned Notary Public, personally appeared DAVID J MILLER and LINDA R MILLER, to me known to be the individuals described in and who executed the Deed of Trust, and acknowledged that they signed the Deed of Trust as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 11th day of December, 2009.
By Rebecca S Lytwyn Residing at Newport
Notary Public in and for the State of Oregon My commission expires 10/26/2010

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lincoln)



On this 11th day of December, 2009, before me, the undersigned Notary Public, personally appeared DAVID J MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC., and known to me to be an authorized agent of the corporation that executed the Deed of Trust and acknowledged the Deed of Trust to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Deed of Trust and in fact executed the Deed of Trust on behalf of the corporation.

By Rebecca S Lytwyn Residing at Newport
Notary Public in and for the State of Oregon My commission expires 10/26/2010

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____ Beneficiary: _____
By: _____
Its: _____

Exhibit "A"

PARCEL I:

Lots 10 and 11 and the following portion of Lot 12, Block 14, BAYLEY AND CASES ADDITION TO THE TOWN OF NEWPORT, Lincoln County, Oregon.

Beginning at the most Northerly point of said Lot 12; thence Southeasterly along the line common to said Lot 12 and Lot 11 of said Block 14, a distance of 45 feet; thence Southwesterly and parallel to the Northwesterly line of said Block 14 a distance of 18 inches; thence Northwesterly and parallel to the line common to said Lots 12 and 11 a distance of 45 feet to the Northwesterly line of said Block 14; and thence Northeasterly 18 inches to the point of beginning, all being in Block 14, CASE AND BAYLEY'S ADDITION TO THE TOWN OF NEWPORT, in Lincoln County, Oregon.

PARCEL II:

Beginning at the most Southerly corner of the tract conveyed by contract recorded May 17, 1978 in Book 87, page 1543, Film Records, said point being 1509.19 feet North and 1793.91 feet West of the corner common to Sections 11, 12, 13 and 14, in Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence along the lines of said tract North 55° 14' West 490.31 feet and North 20° 52' 30" West 409.07 feet; thence North 41° 12' 30" East to the Westerly line of the exception as described in said book and page; thence along the lines of said exception South 48° 47' 30" East to the most Southerly corner and North 41° 12' 30" East to the most Easterly corner and the Southwesterly right of way of State Highway 20; thence Southerly along said right of way to the most Easterly corner of said tract; thence South 41° 12' 30" West 439.21 feet to the point of beginning.

EXCEPTING THEREFROM that parcel conveyed to Edd Wilson by Instrument recorded April 27, 2005 in Document No. 200506227, Microfilm Records of Lincoln County, Oregon, more particularly described as follows:

That portion of the property described as Parcel II in deed recorded December 29, 1995, in Book 311, Page 139, Microfilm Records of Lincoln County, Oregon, more particularly described as follows:

A tract of land in the Southeast quarter of Section 11, Township 11 South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon described as follows:

Beginning at an Iron rod as shown on County Survey 7833, that is North 2145.38 feet and West 1951.04 feet from the Southeast corner of Section 11, Township 11 South, Range 11 West of the Willamette Meridian; thence South 51 deg. 12' 30" West 200.00 feet; thence South 21 deg. 11' 54" West, 248.07 feet; thence North 20 deg. 52' 30" West 409.07 feet; thence North 35 deg. 07' 23" East, 239.88 feet; thence South 48 deg. 47' 30" East, 336.74 feet to the point of beginning.

PARCEL III:

A tract of land in the Southwest quarter of Section 1, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the Southwest corner of that tract of land conveyed to Yaquina Radio, Inc. by Contract recorded October 11, 1965 in Book 260, page 229, Deed Records, said point being 500 feet South and 978 feet West of the 1/16th corner set 1320 feet North of the one quarter section corner between Sections 1 and 12, said township and range; thence East parallel with the 1/16th line on the South line of said Yaquina tract 100 feet; thence North parallel with the centerline of said section to a point that is South 375 feet from said 1/16th line, said point being the true point of beginning of the herein described tract; thence North from said true point of beginning, parallel with the centerline of said section 300 feet; thence West to the East boundary of East Devils Lake Road; thence Northerly along the Easterly boundary of said road, 75 feet, more or less, to the intersection with the 1/16th line, being the Northwest corner of said Yaquina Radio tract; thence East on the 1/16th line to a point 375 feet North of the true point of beginning; thence continuing East on said line 425 feet; thence South parallel to the centerline of said section 275 feet; thence Southwesterly in a straight line to a point on the South line of the Lincoln City Broadcasting, Inc. tract described in deed recorded in Volume 47, page 1354, Film Records, said point being 100 feet Westerly from the Southeast corner of said Lincoln City Broadcasting, Inc. tract; thence West parallel to said 1/16th section line, 325 feet to the true point of beginning.


12/11/09

Linda R. Miller
12-11-09

RECORDATION REQUESTED BY:

Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365

WHEN RECORDED MAIL TO:

Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365

Lincoln County, Oregon
02/01/2012 03:29:54 PM
DOC-MD/TD
2012-00816
Cnt=1 Pgs=4 Stn=20
\$20.00 \$11.00 \$15.00 \$10.00 \$7.00 - Total = \$63.00



I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated January 30, 2012, is made and executed between DAVID J MILLER & LINDA R MILLER, as tenants by the entirety, as to Parcels I & II, as an estate in fee simple, whose address is 906 SW ALDER, NEWPORT, OR 97365
PACIFIC WEST BROADCASTING, INC., as to Parcel III, as an estate in fee simple, whose address is 906 SW Alder, Newport, OR 97365 ("Grantor") and Oregon Coast Bank, whose address is Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 11, 2009 (the "Deed of Trust") which has been recorded in LINCOLN County, State of Oregon, as follows:

Recorded in the Lincoln County Clerks office on December 11, 2009; Document Number: 2009-14168.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in LINCOLN County, State of Oregon:

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 906 SW ALDER ST. & 517 SW 9TH ST., NEWPORT, OR 97365

TAX LOT 11-11-08-BD-12100, NEWPORT, OR 97365

3422 HWY 20, TOLEDO, OR 97391

3330 NE EAST DEVILS LAKE RD., LINCOLN CITY, OR 97367. The Real Property tax Identification number is 11-11-08-BD-12000 R135266; 11-11-08-BD-12100 R139997; 11-11-11-00-1103 R336652 & R24460; 07-11-01-C-2001 R431767.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The maturity has been extended to January 19, 2013.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED JANUARY 30, 2012.

GRANTOR:

David J. Miller
DAVID J MILLER, Individually

Linda R. Miller
LINDA R MILLER, Individually

PACIFIC WEST BROADCASTING, INC.

David J. Miller
By: DAVID J MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC.

David J. Miller
Linda R. Miller
PO Box 1430
Newport, OR 97365

LENDER:

OREGON COAST BANK

Vincent S. Senecek
Authorized Officer

Pacific West Broadcasting, Inc.
PO Box 1430
Newport, OR 97365

MODIFICATION OF DEED OF TRUST
(Continued)

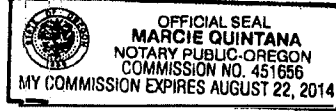
Loan No: 10029941

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Lincoln

)
) SS
)



On this day before me, the undersigned Notary Public, personally appeared DAVID J MILLER and LINDA R MILLER, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of January, 20 12.
By Marcie Quintana Residing at Waldport, OR
Notary Public in and for the State of Oregon My commission expires August 22, 2014

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Lincoln

)
) SS
)



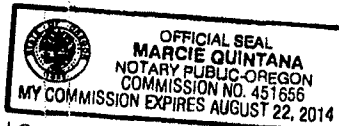
On this 30th day of January, 20 12, before me, the undersigned Notary Public, personally appeared DAVID J MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Marcie Quintana Residing at Waldport, OR
Notary Public in and for the State of Oregon My commission expires August 22, 2014

LENDER ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Lincoln

)
) SS
)



On this 30th day of January, 20 12, before me, the undersigned Notary Public, personally appeared DICKIE O. SPENCER and known to me to be the Loan Officer / EVP and acknowledged said instrument to be the free and voluntary act and deed of Oregon Coast Bank, duly authorized by Oregon Coast Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Oregon Coast Bank.

By Marcie Quintana Residing at Waldport, OR
Notary Public in and for the State of Oregon My commission expires August 22, 2014

Exhibit "A"

PARCEL I:

Lots 10 and 11 and the following portion of Lot 12, Block 14, BAYLEY AND CASES ADDITION TO THE TOWN OF NEWPORT, Lincoln County, Oregon.

Beginning at the most Northerly point of said Lot 12; thence Southeasterly along the line common to said Lot 12 and Lot 11 of said Block 14, a distance of 45 feet; thence Southwesterly and parallel to the Northwesterly line of said Block 14 a distance of 18 inches; thence Northwesterly and parallel to the line common to said Lots 12 and 11 a distance of 45 feet to the Northwesterly line of said Block 14; and thence Northeasterly 18 inches to the point of beginning, all being in Block 14, CASE AND BAYLEY'S ADDITION TO THE TOWN OF NEWPORT, in Lincoln County, Oregon.

PARCEL II:

Beginning at the most Southerly corner of the tract conveyed by contract recorded May 17, 1978 in Book 87, page 1543, Film Records, said point being 1509.19 feet North and 1793.91 feet West of the corner common to Sections 11, 12, 13 and 14, in Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence along the lines of said tract North 55° 14' West 490.31 feet and North 20° 52' 30" West 409.07 feet; thence North 41° 12' 30" East to the Westerly line of the exception as described in said book and page; thence along the lines of said exception South 48° 47' 30" East to the most Southerly corner and North 41° 12' 30" East to the most Easterly corner and the Southwesterly right of way of State Highway 20; thence Southerly along said right of way to the most Easterly corner of said tract; thence South 41° 12' 30" West 439.21 feet to the point of beginning.

EXCEPTING THEREFROM that parcel conveyed to Edd Wilson by Instrument recorded April 27, 2005 in Document No. 200506227, Microfilm Records of Lincoln County, Oregon, more particularly described as follows:

That portion of the property described as Parcel II in deed recorded December 29, 1995, in Book 311, Page 139, Microfilm Records of Lincoln County, Oregon, more particularly described as follows:

A tract of land in the Southeast quarter of Section 11, Township 11 South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon described as follows:

Beginning at an Iron rod as shown on County Survey 7833, that is North 2145.38 feet and West 1951.04 feet from the Southeast corner of Section 11, Township 11 South, Range 11 West of the Willamette Meridian; thence South 51 deg. 12' 30" West 200.00 feet; thence South 21 deg. 11' 54" West, 248.07 feet; thence North 20 deg. 52' 30" West 409.07 feet; thence North 35 deg. 07' 23" East, 239.88 feet; thence South 48 deg. 47' 30" East, 336.74 feet to the point of beginning.

PARCEL III:

A tract of land in the Southwest quarter of Section 1, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the Southwest corner of that tract of land conveyed to Yaquina Radio, Inc. by Contract recorded October 11, 1965 in Book 260, page 229, Deed Records, said point being 500 feet South and 978 feet West of the 1/16th corner set 1320 feet North of the one quarter section corner between Sections 1 and 12, said township and range; thence East parallel with the 1/16th line on the South line of said Yaquina tract 100 feet; thence North parallel with the centerline of said section to a point that is South 375 feet from said 1/16th line, said point being the true point of beginning of the herein described tract; thence North from said true point of beginning, parallel with the centerline of said section 300 feet; thence West to the East boundary of East Devils Lake Road; thence Northerly along the Easterly boundary of said road, 75 feet, more or less, to the intersection with the 1/16th line, being the Northwest corner of said Yaquina Radio tract; thence East on the 1/16th line to a point 375 feet North of the true point of beginning; thence continuing East on said line 425 feet; thence South parallel to the centerline of said section 275 feet; thence Southwesterly in a straight line to a point on the South line of the Lincoln City Broadcasting, Inc. tract described in deed recorded in Volume 47, page 1354, Film Records, said point being 100 feet Westerly from the Southeast corner of said Lincoln City Broadcasting, Inc. tract; thence West parallel to said 1/16th section line, 325 feet to the true point of beginning.

WTE 19727 End

RECORDATION REQUESTED BY:

Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365

WHEN RECORDED MAIL TO:

Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365

Lincoln County, Oregon 2013-02608

03/15/2013 11:03:12 AM

DOC-MD/TD

Cnt#1 Pgs#4 Str#20

\$20.00 \$11.00 \$15.00 \$10.00 \$7.00 - Total = \$63.00



I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY.

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 13, 2013, is made and executed between DAVID J MILLER & LINDA R MILLER, as tenants by the entirety, as to Parcels I & II, as an estate in fee simple, whose address is 906 SW ALDER, NEWPORT, OR 97365 PACIFIC WEST BROADCASTING, INC., as to Parcel III, as an estate in fee simple, whose address is 906 SW Alder, Newport, OR 97365 ("Grantor") and Oregon Coast Bank, whose address is Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 11, 2009 (the "Deed of Trust") which has been recorded in LINCOLN County, State of Oregon, as follows:

Recorded in the Lincoln County Clerks office on December 11, 2009; Document Number: 2009-14168.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in LINCOLN County, State of Oregon:

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 906 SW ALDER ST. & 517 SW 9TH ST., NEWPORT, OR 97365

TAX LOT 11-11-08-BD-12100, NEWPORT, OR 97365

3422 HWY 20, TOLEDO, OR 97391

3330 NE EAST DEVILS LAKE RD., LINCOLN CITY, OR 97367. The Real Property tax identification number is 11-11-08-BD-12000 R135266; 11-11-08-BD-12100 R139997; 11-11-11-00-1103 R336652 & R24460; 07-11-01-C-2001 R431767.

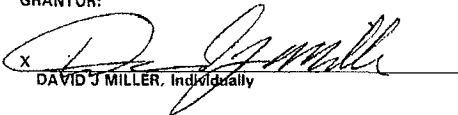
MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

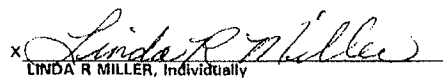
The maturity has been extended to October 31, 2013.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

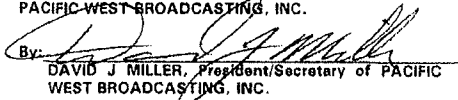
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 13, 2013.

GRANTOR:

X 
DAVID J MILLER, Individually

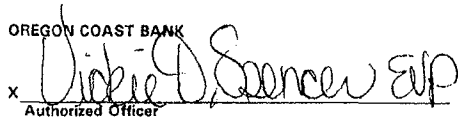
X 
LINDA R MILLER, Individually

PACIFIC WEST BROADCASTING, INC.

By: 
DAVID J MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC.

LENDER:

OREGON COAST BANK

X 
Vickie D. Spencer Esq
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF LINCOLN



On this day before me, the undersigned Notary Public, personally appeared DAVID J MILLER and LINDA R MILLER, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 15th day of FEBRUARY, 20 13.
By T. M. Murray Residing at NEWPORT, OR.
Notary Public in and for the State of OREGON My commission expires NOV. 19th, 2013

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF LINCOLN



On this 15th day of FEBRUARY, 20 13, before me, the undersigned Notary Public, personally appeared DAVID J MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By T. M. Murray Residing at NEWPORT, OR.
Notary Public in and for the State of OREGON My commission expires NOV. 19th, 2013

LENDER ACKNOWLEDGMENT

STATE OF OREGON
COUNTY OF LINCOLN



On this 15th day of FEBRUARY, 20 13, before me, the undersigned Notary Public, personally appeared VICKIE SPENCER and known to me to be the EXECUTIVE VICE PRESIDENT, authorized agent for Oregon Coast Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Oregon Coast Bank, duly authorized by Oregon Coast Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Oregon Coast Bank.

By T. M. Murray Residing at NEWPORT, OR.
Notary Public in and for the State of OREGON My commission expires NOV. 19th, 2013

Exhibit "A"

PARCEL I:

Lots 10 and 11 and the following portion of Lot 12, Block 14, BAYLEY AND CASES ADDITION TO THE TOWN OF NEWPORT, Lincoln County, Oregon.

Beginning at the most Northerly point of said Lot 12; thence Southeasterly along the line common to said Lot 12 and Lot 11 of said Block 14, a distance of 45 feet; thence Southwesterly and parallel to the Northwesterly line of said Block 14 a distance of 18 inches; thence Northwesterly and parallel to the line common to said Lots 12 and 11 a distance of 45 feet to the Northwesterly line of said Block 14; and thence Northeasterly 18 inches to the point of beginning, all being in Block 14, CASE AND BAYLEY'S ADDITION TO THE TOWN OF NEWPORT, in Lincoln County, Oregon.

PARCEL II:

Beginning at the most Southerly corner of the tract conveyed by contract recorded May 17, 1978 in Book 87, page 1543, Film Records, said point being 1509.19 feet North and 1793.91 feet West of the corner common to Sections 11, 12, 13 and 14, in Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence along the lines of said tract North 55° 14' West 490.31 feet and North 20° 52' 30" West 409.07 feet; thence North 41° 12' 30" East to the Westerly line of the exception as described in said book and page; thence along the lines of said exception South 48° 47' 30" East to the most Southerly corner and North 41° 12' 30" East to the most Easterly corner and the Southwesterly right of way of State Highway 20; thence Southerly along said right of way to the most Easterly corner of said tract; thence South 41° 12' 30" West 439.21 feet to the point of beginning.

EXCEPTING THEREFROM that parcel conveyed to Edd Wilson by Instrument recorded April 27, 2005 in Document No. 200506227, Microfilm Records of Lincoln County, Oregon, more particularly described as follows:

That portion of the property described as Parcel II in deed recorded December 29, 1995, in Book 311, Page 139, Microfilm Records of Lincoln County, Oregon, more particularly described as follows:

A tract of land in the Southeast quarter of Section 11, Township 11 South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon described as follows:

Beginning at an iron rod as shown on County Survey 7833, that is North 2145.38 feet and West 1951.04 feet from the Southeast corner of Section 11, Township 11 South, Range 11 West of the Willamette Meridian; thence South 51 deg. 12' 30" West 200.00 feet; thence South 21 deg. 11' 54" West, 248.07 feet; thence North 20 deg. 52' 30" West 409.07 feet; thence North 35 deg. 07' 23" East, 239.88 feet; thence South 48 deg. 47' 30" East, 336.74 feet to the point of beginning.

PARCEL III:

A tract of land in the Southwest quarter of Section 1, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the Southwest corner of that tract of land conveyed to Yaquina Radio, Inc. by Contract recorded October 11, 1965 in Book 260, page 229, Deed Records, said point being 500 feet South and 978 feet West of the 1/16th corner set 1320 feet North of the one quarter section corner between Sections 1 and 12, said township and range; thence East parallel with the 1/16th line on the South line of said Yaquina tract 100 feet; thence North parallel with the centerline of said section to a point that is South 375 feet from said 1/16th line, said point being the true point of beginning of the herein described tract; thence North from said true point of beginning, parallel with the centerline of said section 300 feet; thence West to the East boundary of East Devils Lake Road; thence Northerly along the Easterly boundary of said road, 75 feet, more or less, to the intersection with the 1/16th line, being the Northwest corner of said Yaquina Radio tract; thence East on the 1/16th line to a point 375 feet North of the true point of beginning; thence continuing East on said line 425 feet; thence South parallel to the centerline of said section 275 feet; thence Southwesterly in a straight line to a point on the South line of the Lincoln City Broadcasting, Inc. tract described in deed recorded in Volume 47, page 1354, Film Records, said point being 100 feet Westerly from the Southeast corner of said Lincoln City Broadcasting, Inc. tract; thence West parallel to said 1/16th section line, 325 feet to the true point of beginning.

WTE 19727 End

RECORDATION REQUESTED BY:

Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365

WHEN RECORDED MAIL TO:

Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365

Lincoln County, Oregon
11/01/2013 4:04:05 PM
DOC-MD/7D
2013-10720
Cnt=1 Pgs=4 Str=20
\$20.00 \$11.00 \$15.00 \$10.00 \$7.00 - Total = \$63.00



00082148201300107200040040

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.



Dana W. Jenkins, Lincoln County Clerk

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated October 30, 2013, is made and executed between DAVID J MILLER & LINDA R MILLER, as tenants by the entirety, as to Parcels I & II, as an estate in fee simple, whose address is 906 SW ALDER, NEWPORT, OR 97365 PACIFIC WEST BROADCASTING, INC., as to Parcel III, as an estate in fee simple, whose address is 906 SW Alder, Newport, OR 97365 ("Grantor") and Oregon Coast Bank, whose address is Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 11, 2009 (the "Deed of Trust") which has been recorded in LINCOLN County, State of Oregon, as follows:

Recorded in the Lincoln County Clerks office on December 11, 2009; Document Number: 2009-14168.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in LINCOLN County, State of Oregon:

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 906 SW ALDER ST. & 517 SW 9TH ST., NEWPORT, OR 97365

TAX LOT 11-11-08-BD-12100, NEWPORT, OR 97365

3422 HWY 20, TOLEDO, OR 97391

3330 NE EAST DEVILS LAKE RD., LINCOLN CITY, OR 97367. The Real Property tax identification number is 11-11-08-BD-12000 R135266; 11-11-08-BD-12100 R139997; 11-11-11-00-1103 R336652 & R24460; 07-11-01-C-2001 R431767.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The maturity has been extended to October 31, 2018.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED OCTOBER 30, 2013.

GRANTOR:

x David J Miller
DAVID J MILLER, Individually

x Linda R Miller
LINDA R MILLER, Individually

PACIFIC WEST BROADCASTING, INC.

By: David J Miller
DAVID J MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC.

LENDER:

OREGON COAST BANK

x Victoria Spencer
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lincoln)



On this day before me, the undersigned Notary Public, personally appeared DAVID J MILLER and LINDA R MILLER, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 30th day of October, 2013.

By: [Signature] Residing at 909 SE Bay BLVD, Newport, OR 97136
Notary Public in and for the State of Oregon My commission expires 1/13/17

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lincoln)

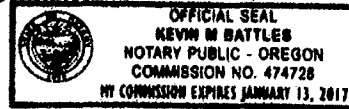


On this 30th day of October, 2013, before me, the undersigned Notary Public, personally appeared DAVID J MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By: [Signature] Residing at 909 SE Bay BLVD, Newport, OR 97136
Notary Public in and for the State of Oregon My commission expires 1/13/17

LENDER ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lincoln)



On this 30th day of October, 2013, before me, the undersigned Notary Public, personally appeared Vickie Spencer and known to me to be the EVP authorized agent for Oregon Coast Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Oregon Coast Bank, duly authorized by Oregon Coast Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Oregon Coast Bank.

By: [Signature] Residing at 909 SE Bay BLVD, Newport, OR 97136
Notary Public in and for the State of Oregon My commission expires 1/13/17

CHANGE IN TERMS AGREEMENT
(Continued)

Loan No: 10029941

Page 3


necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

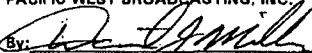
PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

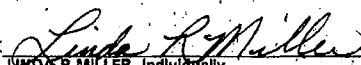
YAUQUINA BAY COMMUNICATIONS, INC.

By: 
DAVID J MILLER, President/Secretary of YAUQUINA
BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

By: 
DAVID J MILLER, President/Secretary of PACIFIC
WEST BROADCASTING, INC.


DAVID J MILLER, Individually

x 
LINDA R MILLER, Individually

LASER PRO Lending, Ver. 6.48.10.001 Copr. Harland Financial Solutions, Inc. 1997, 2010 All Rights Reserved. OR eSignACFILPL10100C.PC TR 8124 P1-2

Exhibit "A"

PARCEL I:

Lots 10 and 11 and the following portion of Lot 12, Block 14, BAYLEY AND CASES ADDITION TO THE TOWN OF NEWPORT, Lincoln County, Oregon.

Beginning at the most Northerly point of said Lot 12; thence Southeasterly along the line common to said Lot 12 and Lot 11 of said Block 14, a distance of 45 feet; thence Southwesterly and parallel to the Northwesterly line of said Block 14 a distance of 18 inches; thence Northwesterly and parallel to the line common to said Lots 12 and 11 a distance of 45 feet to the Northwesterly line of said Block 14; and thence Northeasterly 18 inches to the point of beginning, all being in Block 14, CASE AND BAYLEY'S ADDITION TO THE TOWN OF NEWPORT, in Lincoln County, Oregon.

PARCEL II:

Beginning at the most Southerly corner of the tract conveyed by contract recorded May 17, 1978 in Book 87, page 1543, Film Records, said point being 1509.19 feet North and 1793.91 feet West of the corner common to Sections 11, 12, 13 and 14, in Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence along the lines of said tract North 55° 14' West 490.31 feet and North 20° 52' 30" West 409.07 feet; thence North 41° 12' 30" East to the Westerly line of the exception as described in said book and page; thence along the lines of said exception South 48° 47' 30" East to the most Southerly corner and North 41° 12' 30" East to the most Easterly corner and the Southwesterly right of way of State Highway 20; thence Southerly along said right of way to the most Easterly corner of said tract; thence South 41° 12' 30" West 439.21 feet to the point of beginning.

EXCEPTING THEREFROM that parcel conveyed to Edd Wilson by Instrument recorded April 27, 2005 in Document No. 200506227, Microfilm Records of Lincoln County, Oregon, more particularly described as follows:

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Beginning at an Iron rod as shown on County Survey 7833, that is North 2145.38 feet and West 1951.04 feet from the Southeast corner of Section 11, Township 11 South, Range 11 West of the Willamette Meridian; thence South 51 deg. 12' 30" West 200.00 feet; thence South 21 deg. 11' 54" West, 248.07 feet; thence North 20 deg. 52' 30" West 409.07 feet; thence North 35 deg. 07' 23" East, 239.88 feet; thence South 48 deg. 47' 30" East, 336.74 feet to the point of beginning.



PARCEL III:

A tract of land in the Southwest quarter of Section 1, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the Southwest corner of that tract of land conveyed to Yaquina Radio, Inc. by Contract recorded October 11, 1965 in Book 260, page 229, Deed Records, said point being 500 feet South and 978 feet West of the 1/16th corner set 1320 feet North of the one quarter section corner between Sections 1 and 12, said township and range; thence East parallel with the 1/16th line on the South line of said Yaquina tract 100 feet; thence North parallel with the centerline of said section to a point that is South 375 feet from said 1/16th line, said point being the true point of beginning of the herein described tract; thence North from said true point of beginning, parallel with the centerline of said section 300 feet; thence West to the East boundary of East Devils Lake Road; thence Northerly along the Easterly boundary of said road, 75 feet, more or less, to the intersection with the 1/16th line, being the Northwest corner of said Yaquina Radio tract; thence East on the 1/16th line to a point 375 feet North of the true point of beginning; thence continuing East on said line 425 feet; thence South parallel to the centerline of said section 275 feet; thence Southwesterly in a straight line to a point on the South line of the Lincoln City Broadcasting, Inc. tract described in deed recorded in Volume 47, page 1354, Film Records, said point being 100 feet Westerly from the Southeast corner of said Lincoln City Broadcasting, Inc. tract; thence West parallel to said 1/16th section line, 325 feet to the true point of beginning.



R19727

RECORDATION REQUESTED BY:

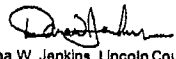
Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365


WHEN RECORDED MAIL TO:

Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365

Lincoln County, Oregon	2018-12568
12/21/2018 11:23:30 AM	Cnt:1 Pgs:4 SIn:29
DOC-MD/TO	\$108.00
\$20.00 \$11.00 \$10.00 \$60.00 \$7.00	

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.


Dana W. Jenkins, Lincoln County Clerk



FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated November 26, 2018, is made and executed between **DAVID J MILLER**, whose address is PO BOX 1430, NEWPORT, OR 97365; **LINDA MILLER**, whose address is PO BOX 1430, NEWPORT, OR 97365; and **PACIFIC WEST BROADCASTING, INC.**, whose address is PO BOX 1430, NEWPORT, OR 97365 ("Grantor") and Oregon Coast Bank, whose address is Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 11, 2009 (the "Deed of Trust") which has been recorded in LINCOLN County, State of Oregon, as follows:

Recorded in the Lincoln County Clerks office on December 11, 2009; Document Number: 2009-14168.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in LINCOLN County, State of Oregon:

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 906 SW ALDER ST. & 617 SW 9TH ST., NEWPORT, OR 97366

TAX LOT 11-11-08-BD-12100, NEWPORT, OR 97366

3422 HWY 20, TOLEDO, OR 97391

3330 NE EAST DEVILS LAKE RD., OR, LINCOLN CITY, OR 97367. The Real Property tax identification number is 11-11-08-BD-12100 R136266; 11-11-08-BD-12100 R138997; 11-11-11-00-1103 R33662 & R24460; 07-11-01-C-2001 R431767.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

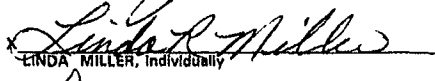
The maturity has been extended to October 31, 2020.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

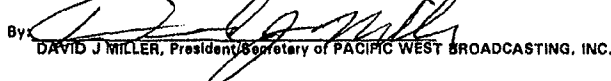
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED NOVEMBER 26, 2018.

GRANTOR:

X 
DAVID J MILLER, Individually

X 
LINDA MILLER, Individually

PACIFIC WEST BROADCASTING, INC.

By: 
DAVID J MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC.

LENDER:

OREGON COAST BANK

X 
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 10029941

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lincoln)

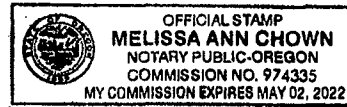


On this day before me, the undersigned Notary Public, personally appeared DAVID J MILLER and LINDA MILLER, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10 day of December, 2018.
By [Signature] Residing at Waldport OR
Notary Public in and for the State of Oregon My commission expires May 2, 2022

CORPORATE ACKNOWLEDGMENT

STATE OF Oregon)
) SS
COUNTY OF Lincoln)



On this 10 day of December, 2018, before me, the undersigned Notary Public, personally appeared DAVID J MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By [Signature] Residing at Waldport OR
Notary Public in and for the State of Oregon My commission expires May 2 2022

LENDER ACKNOWLEDGMENT

STATE OF OREGON)
) SS
COUNTY OF LINCOLN)



On this 10 day of December, 2018, before me, the undersigned Notary Public, personally appeared Melissa Ann Chown and known to me to be the loan officer, authorized agent for Oregon Coast Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Oregon Coast Bank, duly authorized by Oregon Coast Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Oregon Coast Bank.

By Jami L Tough Residing at Toledo, Oregon
Notary Public in and for the State of Oregon My commission expires FEBRUARY 23, 2019

RECORDED BY WESTERN TITLE AS AN ACCOMMODATION ONLY. No liability is accepted for the condition of title or validity, sufficiency, or effect of this document.

Lincoln County, Oregon 2021-03090
03/11/2021 11:08:01 AM
DOC-MD/TD Cnt=1 Pgs=4 Sfn=10
\$20.00 \$11.00 \$10.00 \$60.00 \$7.00 \$108.00
I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.
Dana W. Jenkins, Lincoln County Clerk

RECORDATION REQUESTED BY:

Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365

WHEN RECORDED MAIL TO:

Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365

FOR RECORDER'S USE ONLY

MODIFICATION OF DEED OF TRUST

THIS MODIFICATION OF DEED OF TRUST dated February 1, 2021, is made and executed between DAVID J MILLER, whose address is PO BOX 1430, NEWPORT, OR 97365; LINDA MILLER, whose address is PO BOX 1430, NEWPORT, OR 97365; and PACIFIC WEST BROADCASTING, INC., whose address is PO BOX 1430, NEWPORT, OR 97365 ("Grantor") and Oregon Coast Bank, whose address is Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365 ("Lender").

DEED OF TRUST. Lender and Grantor have entered into a Deed of Trust dated December 11, 2009 (the "Deed of Trust") which has been recorded in LINCOLN County, State of Oregon, as follows:

Recorded in the Lincoln County Clerks office on December 11, 2009; Document Number: 2009-14168.

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in LINCOLN County, State of Oregon:

See EXHIBIT "A", which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 906 SW ALDER ST. & 517 SW 9TH ST., NEWPORT, OR 97365

TAX LOT 11-11-08-BD-12100, NEWPORT, OR 97365

3422 HWY 20, TOLEDO, OR 97391

3330 NE EAST DEVILS LAKE RD., OR, LINCOLN CITY, OR 97367. The Real Property tax identification number is 11-11-08-BD-12100 R135266; 11-11-08-BD-12100 R139997; 11-11-11-00-1103 R33652 & R24460; 07-11-01-C-2001 R431767.

MODIFICATION. Lender and Grantor hereby modify the Deed of Trust as follows:

The maturity has been extended to October 31, 2021.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Deed of Trust shall remain unchanged and in full force and effect. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Deed of Trust as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Deed of Trust (the "Note"). It is the intention of Lender to retain as liable all parties to the Deed of Trust and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Deed of Trust does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF DEED OF TRUST AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF DEED OF TRUST IS DATED FEBRUARY 1, 2021.

GRANTOR:

Signature of David J Miller
DAVID J MILLER, Individually

Signature of Linda R Miller
LINDA MILLER, Individually

PACIFIC WEST BROADCASTING, INC.

By: Signature of David J Miller
DAVID J MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC.

LENDER:

OREGON COAST BANK

X Signature of Susan Murray
Authorized Officer

MODIFICATION OF DEED OF TRUST
(Continued)

Loan No: 10029941

Page 2

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OREGON

)



COUNTY OF LINCOLN

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On this day before me, the undersigned Notary Public, personally appeared DAVID J MILLER and LINDA MILLER, to me known to be the individuals described in and who executed the Modification of Deed of Trust, and acknowledged that they signed the Modification as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 23RD day of FEBRUARY, 20 21.

By Dianne Kathleen Schmidt

Residing at 909 SE BAY BLVD, NEWPORT OR 97365

Notary Public in and for the State of OREGON

My commission expires 09/23/2024

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON

)



COUNTY OF LINCOLN

) SS

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On this 23RD day of FEBRUARY, 20 21, before me, the undersigned Notary Public, personally appeared DAVID J MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC., and known to me to be an authorized agent of the corporation that executed the Modification of Deed of Trust and acknowledged the Modification to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the corporation.

By Dianne Kathleen Schmidt

Residing at 409 SE BAY BLVD, NEWPORT OR 97365

Notary Public in and for the State of OREGON

My commission expires 09/23/2024

LENDER ACKNOWLEDGMENT

STATE OF Oregon

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COUNTY OF Lincoln

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On this 5th day of March, 20 21, before me, the undersigned Notary Public, personally appeared Teresa Murray and known to me to be the loan officer, authorized agent for Oregon Coast Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Oregon Coast Bank, duly authorized by Oregon Coast Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Oregon Coast Bank.

By Karisa Ann Fromm

Residing at 909 SE Bay Blvd Newport OR 97365

Notary Public in and for the State of Oregon

My commission expires March 25, 2022

Exhibit "A"

PARCEL I:

Lots 10 and 11 and the following portion of Lot 12, Block 14, BAYLEY AND CASES ADDITION TO THE TOWN OF NEWPORT, Lincoln County, Oregon.

Beginning at the most Northerly point of said Lot 12; thence Southeasterly along the line common to said Lot 12 and Lot 11 of said Block 14, a distance of 45 feet; thence Southwesterly and parallel to the Northwesterly line of said Block 14 a distance of 18 inches; thence Northwesterly and parallel to the line common to said Lots 12 and 11 a distance of 45 feet to the Northwesterly line of said Block 14; and thence Northeasterly 18 inches to the point of beginning, all being in Block 14, CASE AND BAYLEY'S ADDITION TO THE TOWN OF NEWPORT, In Lincoln County, Oregon.

PARCEL II:

Beginning at the most Southerly corner of the tract conveyed by contract recorded May 17, 1978 in Book 87, page 1543, Film Records, said point being 1509.19 feet North and 1793.91 feet West of the corner common to Sections 11, 12, 13 and 14, In Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence along the lines of said tract North 55° 14' West 490.31 feet and North 20° 52' 30" West 409.07 feet; thence North 41° 12' 30" East to the Westerly line of the exception as described in said book and page; thence along the lines of said exception South 48° 47' 30" East to the most Southerly corner and North 41° 12' 30" East to the most Easterly corner and the Southwesterly right of way of State Highway 20; thence Southerly along said right of way to the most Easterly corner of said tract; thence South 41° 12' 30" West 439.21 feet to the point of beginning.

EXCEPTING THEREFROM that parcel conveyed to Edd Willson by instrument recorded April 27, 2005 in Document No. 200506227, Microfilm Records of Lincoln County, Oregon, more particularly described as follows:

That portion of the property described as Parcel II in deed recorded December 29, 1995, in Book 311, Page 139, Microfilm Records of Lincoln County, Oregon, more particularly described as follows:

A tract of land in the Southeast quarter of Section 11, Township 11 South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon described as follows:

Beginning at an Iron rod as shown on County Survey 7833, that is North 2145.38 feet and West 1951.04 feet from the Southeast corner of Section 11, Township 11 South, Range 11 West of the Willamette Meridian; thence South 51 deg. 12' 30" West 200.00 feet; thence South 21 deg. 11' 54" West, 248.07 feet; thence North 20 deg. 52' 30" West 409.07 feet; thence North 35 deg. 07' 23" East, 239.88 feet; thence South 48 deg. 47' 30" East, 336.74 feet to the point of beginning.

PARCEL III:

A tract of land in the Southwest quarter of Section 1, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the Southwest corner of that tract of land conveyed to Yaquina Radio, Inc. by Contract recorded October 11, 1965 in Book 260, page 229, Deed Records, said point being 500 feet South and 978 feet West of the 1/16th corner set 1320 feet North of the one quarter section corner between Sections 1 and 12, said township and range; thence East parallel with the 1/16th line on the South line of said Yaquina tract 100 feet; thence North parallel with the centerline of said section to a point that is South 375 feet from said 1/16th line, said point being the true point of beginning of the herein described tract; thence North from said true point of beginning, parallel with the centerline of said section 300 feet; thence West to the East boundary of East Devils Lake Road; thence Northerly along the Easterly boundary of said road, 75 feet, more or less, to the intersection with the 1/16th line, being the Northwest corner of said Yaquina Radio tract; thence East on the 1/16th line to a point 375 feet North of the true point of beginning; thence continuing East on said line 425 feet; thence South parallel to the centerline of said section 275 feet; thence Southwesterly in a straight line to a point on the South line of the Lincoln City Broadcasting, Inc. tract described in deed recorded in Volume 47, page 1354, Film Records, said point being 100 feet Westerly from the Southeast corner of said Lincoln City Broadcasting, Inc. tract; thence West parallel to said 1/16th section line, 325 feet to the true point of beginning.

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No.	Coll. Sec.	Amount	Officer	Initials
\$735,000.00	12-11-2009	12-11-2011	10029941	930		102	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Grantor: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER PO BOX 1430 NEWPORT, OR 97365	Lender: Oregon Coast Bank Main Office 909 SE Bay Blvd P.O. Box 2280 Newport, OR 97365 (541) 266-9000
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THIS COMMERCIAL SECURITY AGREEMENT dated December 11, 2009, is made and executed between YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER ("Grantor") and Oregon Coast Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

All collateral described in attached EXHIBIT "A"; together with all collateral used to secure loans 10004233 and 10004274 as described in Commercial Security Agreements dated February 20, 2004 between David J. Miller; Linda R. Miller; Yaquina Bay Communications, Inc.; and Pacific West Broadcasting, Inc. (Borrower/Grantor) and Oregon Coast Bank (Lender) together with UCC Financing Statements filed with the Oregon Secretary of State on December 19, 2000; File Number 536292, assigned to Oregon Coast Bank by UCC3 filed on September 27, 2004; File Number 536292-1; UCC filed on February 1, 1996; File Number 297938, assigned to Oregon Coast Bank by UCC3 filed on September 27, 2004; File Number 297938-1; UCC filed on March 2, 2004; File Number 6490401, continuation filed on March 2, 2009; File Number 6490401-1; UCC filed on July 24, 2008; File Number 8034142

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property; together with all property described in attached Exhibits "A" and "B"

NOTICE - PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN, THE FURTHER ENCUMBERING OF WHICH MAY CONSTITUTE THE TORTIOUS INTERFERENCE WITH SECURED PARTY'S RIGHTS BY SUCH ENCUMBRANCER.

IN THE EVENT THAT ANY ENTITY IS GRANTED A SECURITY INTEREST IN DEBTOR'S ACCOUNTS, CHATTEL PAPER OR GENERAL INTANGIBLES CONTRARY TO THE ABOVE, THE SECURED PARTY ASSERTS A CLAIM TO ANY PROCEEDS THEREOF RECEIVED BY SUCH ENTITY

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

Some or all of the Collateral may be located on the following described real estate:

Exhibit "A", attached hereto and incorporated herein by this reference (the record owners of the real property are DAVID J MILLER; LINDA R MILLER; AND PACIFIC WEST BROADCASTING, INC.; PO BOX 1430; NEWPORT, OR 97365

Exhibit "A", attached hereto and incorporated herein by this reference (the record owners of the real property are DAVID J MILLER; LINDA R MILLER; AND PACIFIC WEST BROADCASTING, INC.; PO BOX 1430; NEWPORT, OR 97365 (the record owners of the real property is DAVID J MILLER; LINDA R MILLER; and PACIFIC WEST BROADCASTING, INC.; PO BOX 1430; NEWPORT, OR 97365).

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of any Corporation Grantor; (4) change in the authorized signor(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name

or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Oregon, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral; its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains in effect, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain

**COMMERCIAL SECURITY AGREEMENT
(Continued)**

Loan No: 10029941

Page 3

Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts and above in the paragraph titled "Transactions Involving Collateral", Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor or the dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Oregon Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the

Collateral and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the indebtedness or apply it to payment of the indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Oregon.

Joint and Several Liability. All obligations of Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

Preference Payments. Any monies Lender pays because of an asserted preference claim in Grantor's bankruptcy will become a part of the indebtedness and, at Lender's option, shall be payable by Grantor as provided in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Waiver of Co-Obligor's Rights. If more than one person is obligated for the indebtedness, Grantor irrevocably waives, disclaims and relinquishes all claims against such other person which Grantor has or would otherwise have by virtue of payment of the indebtedness or any part thereof, specifically including but not limited to all rights of indemnity, contribution or exoneration.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

COMMERCIAL SECURITY AGREEMENT
(Continued)

Loan No: 10029941

Borrower. The word "Borrower" means YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto or intended to protect human health or the environment.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means Oregon Coast Bank, its successors and assigns.

Note. The word "Note" means the Note executed by YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER in the principal amount of \$755,000.00 dated December 11, 2009, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Owner. The word "Owner" means YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER. The words "Owner" and "Borrower" are used interchangeably.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.


GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED DECEMBER 11, 2009.

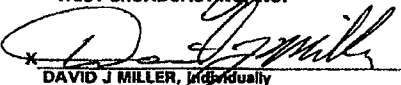
GRANTOR:


YAQUINA BAY COMMUNICATIONS, INC.

By: 
DAVID J MILLER, President/Secretary of YAQUINA BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

By: 
DAVID J MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC.

x 
DAVID J MILLER, individually

x 
LINDA R MILLER, individually

**EXHIBIT A
TO UCC FINANCING STATEMENTS OF
DAVID J. MILLER, LINDA R. MILLER
YAQUINA BAY COMMUNICATIONS, INC.
PACIFIC WEST BROADCASTING, INC.
aka Radio Stations KBCH, KNPT, KYTE, KCRF & KNCU,
Debtors**

The collateral includes:

All assets of Yaquina Bay Communications, Inc. and of Pacific West Broadcasting, Inc. (the Corporations), and all assets of the said Millers used in or associated with the operation of said Corporations and the radio broadcast stations operated by said Corporations, whether now owned or hereafter acquired, including but not limited to the following property:

(a) all fixtures tools, supplies, furniture and equipment in all of its forms, wherever located, now or hereafter existing, all parts thereof and all accessions thereto, including but not limited to machinery, satellite receivers, antennas, electronics, furniture, motor vehicles, and rolling stock;

(b) all supplies and inventory in all of its forms, wherever located, now or hereafter existing, including, but not limited to, (i) all raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof, (ii) goods in which Debtors have an interest in mass or joint or other interest or right of any kind (including, without limitation, goods in which Debtors have an interest or right as consignee), and (iii) goods which are returned to or repossessed by Debtors, and all accessions thereto and products thereof and documents therefor;

(c) all books, records, trade secrets, intellectual property, goodwill, accounts, accounts receivable, contract rights (including but not limited to all insurance contracts, tenant leases and ground leases), chattel paper, documents, instruments, deposit accounts, general intangibles, tax refunds and other obligations of any kind owing to Debtors, now or hereafter existing, whether or not arising

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out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, subleases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, deposit accounts, general intangibles or obligations;

(d) all other general intangibles, whether now existing or hereafter arising and wherever arising, including, but not limited to all (i) partnership, corporate, and other interest in and to any entity, (ii) permits, licenses, consents, contract rights (including but not limited to all existing and future tenant leases and ground leases), franchises, documents, certificates, records, customer lists, customer and supplier contracts, pole agreements, easements, variances, certifications and approvals of tribunals, call letters, network agreements, frequencies, advertising contracts, firm sales orders, bills of lading (negotiable and non-negotiable), warehouse receipts, any claim of Debtors against Lender, liquidated or unliquidated, and other rights, privileges and goodwill obtained or used in connection with the business operations of Debtors, including but not limited to the radio broadcasting stations, known as KYTE, KNPT, KSURF, KBCM and KNCU, located in Lincoln County, Oregon, or with any property described herein, and (iii) tax refunds and other refunds or rights to receive payment from U.S. federal, state or local governments or foreign governments or other tribunal (but expressly excluding from the foregoing any rights, licenses, permits and consents which under any applicable law or regulations may not be made subject to such a security interest;

(e) all bank accounts, deposit accounts, and margin accounts, maintained by Debtors with financial institutions, broker, dealers, and all other persons or entities relating to commodities and/or securities, including all funds held therein and all certificates and instrument, if any, from time to time representing or evidencing such accounts;

(f) all of Debtors' fixtures now existing or hereafter acquired, particularly including any radio broadcast towers and

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related equipment and fixtures, all substitutes and replacements therefor, all accessions and attachments thereto, and all tools, parts and equipment now or hereafter added to or used in connection with such fixtures on or above all real property now owned or hereafter acquired by Debtors; and

(g) all substitutes and replacements for, accessions, attachments and other additions to, tools, parts, and equipment used in connection with, and all proceeds, products, and increases of, and any insurance indemnification proceeds, claims or rights which may arise on account of any loss of, any and all of the Collateral described herein (including, without limitation, proceeds which constitute property of the types described herein); interest, premium, and principal payments, redemption proceeds and subscription rights, and shares or other proceeds of conversions or splits or any securities in collateral, and returned or repossessed collateral; and, to the extent not otherwise included, all (i) payments under insurance, or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, (ii) cash, and (iii) all security for the payment of any of the Collateral, and all goods which gave or will give rise to any of the Collateral or are evidenced, identified, or represented therein or thereby.

(h) all of the outstanding capital stock of Yaquina Bay Communications, Inc. and Pacific West Broadcasting, Inc.

(i) without limitation, the following specific property of Debtors:

Transmitters, antennae, towers, computers, software, processor STL, STL transmitter link, remote controls, telephone equipment, furniture, furnishings, office equipment, files, records, including but limited to all records and data relating to any of the Collateral, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, and all computer

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software required to utilize, create, maintain and process any such records or data on electronic media, and all rights and licenses relating thereto.

(j) All proceeds (including but not limited to insurance proceeds) from the sale, destruction, loss, less, rental or other disposition of any of the Collateral, or any other property or assets of Debtors.

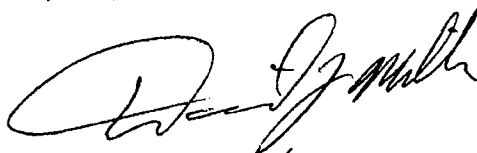
(k) any items constituting fixtures or otherwise attached to or a part of real property are in, on or a part of the certain real property, including but not necessarily limited to the following parcels:

(i) PARCEL I, PARCEL II AND PARCEL III, as more particularly described in Exhibit A, which is attached hereto and by this reference incorporated herein.

(ii) a leasehold interest in the following described real property:

Commencing at a point 1149.5 feet north and 199.02 feet west of the southeast corner of section 29, T 9 S, R 11 W, WM, in Lincoln County, Oregon, said point being the true point of beginning of the following described tract:

Thence west 200 feet; thence south 300 feet; thence east 300 feet; thence north 300 feet; thence west 100 feet to the true point of beginning, containing approximately 2.07 acres.



12/11/09

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This space reserved for County Filing Officer use only

Lincoln County, Oregon
12/11/2009 03:22:55 PM
DOC-M
\$40.00 \$11.00 \$15.00 \$10.00 \$7.00 - Total = \$89.00

2009-14151

Cnt=1 Pgs=8 Stn=5 LELY



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I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins, Lincoln County Clerk



STATE OF OREGON UNIFORM COMMERCIAL CODE FINANCING STATEMENT
REAL PROPERTY - Form UCC-1A

THIS FORM FOR COUNTY FILING OFFICER USE ONLY

This FINANCING STATEMENT is presented to the county filing officer pursuant to the Uniform Commercial Code.

<p>1A. Debtor Name(s): YAQUINA BAY COMMUNICATIONS, INC. See Attached Exhibit dated December 11, 2009. 1B. Debtor Mailing Address(es): PO BOX 1430 NEWPORT, OR 97365</p>	<p>2A. Secured Party Name(s): Oregon Coast Bank 2B. Address of Secured Party from which security information is obtainable: Main Office 909 SE Bay Blvd P.O. Box 2280 Newport, OR 97365</p>	<p>4A. Assignee of Secured Party (if any): 4B. Address of Assignee:</p>
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3. This financing statement covers the following types (or items) of property (check if applicable): SEE ATTACHED EXHIBIT dated December 11, 2009

The goods are to become fixtures on: **SEE BELOW** The above timber is standing on: **SEE BELOW**

The above minerals or the like (including gas and oil) or accounts will be financed at the wellhead or minehead of the well or mine located on: (describe real estate)
See Attached Exhibit to UCC Financing Statement dated December 11, 2009.

and the financing statement is to be filed for record in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is: **DAVID J MILLER, LINDA R MILLER and PACIFIC WEST BROADCASTING, INC.**

Check box if products of collateral are also covered Number of attached additional sheets: _____

A carbon, photographic or other reproduction of this form, financing statement or security agreement serves as a financing statement under ORS Chapter 79.

By: _____

Signature(s) of the debtor required in most cases. Signature(s) of Secured Party in cases covered by ORS 79.4020

INSTRUCTIONS

- PLEASE TYPE THIS FORM.
- If the space provided for any item(s) on this form is inadequate, the item(s) should be continued on additional sheets. Only one copy of such additional sheets need to be presented to the county filing officer. DO NOT STAPLE OR TAPE ANYTHING TO THIS FORM.
- This form (UCC-1A) should be recorded with the county filing officers who record real estate mortgages. **This form cannot be filed with the Secretary of State.** Send the Original to the county filing officer.
- After the recording process is completed the county filing officer will return the document to the party indicated. The printed termination statement below may be used to terminate this document.
- The RECORDING FEE must accompany the document. The fee is \$6.00 per page.
- Be sure that the financing statement has been properly signed. Do not sign the termination statement (below) until this document is to be terminated.

Recording Party contact name: _____

Recording Party telephone number: _____

Return to: (name and address)

Oregon Coast Bank
909 SE Bay Blvd.
Newport, OR 97365

Please do not type outside of bracketed area.

TERMINATION STATEMENT

This statement of termination of financing is presented for filing pursuant to the Uniform Commercial Code. The Secured Party no longer claims a security interest in the financing statement bearing the recording number shown above.

By: _____
Signature of Secured Party(ies) or Assignee(s)

EXHIBIT TO UCC-1A FINANCING STATEMENT

December 11, 2009

DEBTORS:

YAQUINA BAY COMMUNICATIONS, INC.,
PACIFIC WEST BROADCASTING, INC.,
MILLER, DAVID J
MILLER, LINDA R

MAILING ADDRESS:

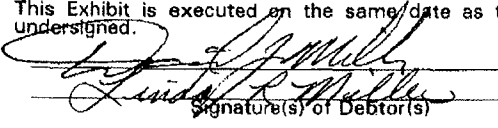
YAQUINA BAY COMMUNICATIONS, INC.; PO BOX 1430; NEWPORT, OR 97365
PACIFIC WEST BROADCASTING, INC.; PO BOX 1430; NEWPORT, OR 97365
DAVID J MILLER, PO BOX 1430, NEWPORT, OR 97365
LINDA R MILLER, PO BOX 1430, NEWPORT, OR 97365

COLLATERAL DESCRIPTION:

All inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property; together with all property as described in attached Exhibit "A".

This Financing Statement is to be recorded in the real estate records. Some or all of the collateral is located on the following described real estate: Exhibit "A", attached hereto and incorporated herein by this reference (the record owners of the real property are DAVID J MILLER; LINDA R MILLER; AND PACIFIC WEST BROADCASTING, INC.; PO BOX 1430; NEWPORT, OR 97365

This Exhibit is executed on the same date as the UCC-1A Financing Statement by Oregon Coast Bank and the undersigned.


Signature(s) of Debtor(s)


Oregon Coast Bank
By: 
Signature(s) of Secured Party (ies)

Exhibit "A"

PARCEL I:

Lots 10 and 11 and the following portion of Lot 12, Block 14, BAYLEY AND CASES ADDITION TO THE TOWN OF NEWPORT, Lincoln County, Oregon.

Beginning at the most Northerly point of said Lot 12; thence Southeasterly along the line common to said Lot 12 and Lot 11 of said Block 14, a distance of 45 feet; thence Southwesterly and parallel to the Northwesterly line of said Block 14 a distance of 18 inches; thence Northwesterly and parallel to the line common to said Lots 12 and 11 a distance of 45 feet to the Northwesterly line of said Block 14; and thence Northeasterly 18 inches to the point of beginning, all being in Block 14, CASE AND BAYLEY'S ADDITION TO THE TOWN OF NEWPORT, in Lincoln County, Oregon.

PARCEL II:

Beginning at the most Southerly corner of the tract conveyed by contract recorded May 17, 1978 in Book 87, page 1543, Film Records, said point being 1509.19 feet North and 1793.91 feet West of the corner common to Sections 11, 12, 13 and 14, in Township 11 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence along the lines of said tract North 55° 14' West 490.31 feet and North 20° 52' 30" West 409.07 feet; thence North 41° 12' 30" East to the Westerly line of the exception as described in said book and page; thence along the lines of said exception South 48° 47' 30" East to the most Southerly corner and North 41° 12' 30" East to the most Easterly corner and the Southwesterly right of way of State Highway 20; thence Southerly along said right of way to the most Easterly corner of said tract; thence South 41° 12' 30" West 439.21 feet to the point of beginning.

EXCEPTING THEREFROM that parcel conveyed to Edd Wilson by Instrument recorded April 27, 2005 in Document No. 200506227, Microfilm Records of Lincoln County, Oregon, more particularly described as follows:

That portion of the property described as Parcel II in deed recorded December 29, 1995, in Book 311, Page 139, Microfilm Records of Lincoln County, Oregon, more particularly described as follows:

A tract of land in the Southeast quarter of Section 11, Township 11 South, Range 11 West of the Willamette Meridian in Lincoln County, Oregon described as follows:

Beginning at an iron rod as shown on County Survey 7833, that is North 2145.38 feet and West 1951.04 feet from the Southeast corner of Section 11, Township 11 South, Range 11 West of the Willamette Meridian; thence South 51 deg. 12' 30" West 200.00 feet; thence South 21 deg. 11' 54" West, 248.07 feet; thence North 20 deg. 52' 30" West 409.07 feet; thence North 35 deg. 07' 23" East, 239.88 feet; thence South 48 deg. 47' 30" East, 336.74 feet to the point of beginning.

PARCEL III:

A tract of land in the Southwest quarter of Section 1, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the Southwest corner of that tract of land conveyed to Yaquina Radio, Inc. by Contract recorded October 11, 1965 in Book 260, page 229, Deed Records, said point being 500 feet South and 978 feet West of the 1/16th corner set 1320 feet North of the one quarter section corner between Sections 1 and 12, said township and range; thence East parallel with the 1/16th line on the South line of said Yaquina tract 100 feet; thence North parallel with the centerline of said section to a point that is South 375 feet from said 1/16th line, said point being the true point of beginning of the herein described tract; thence North from said true point of beginning, parallel with the centerline of said section 300 feet; thence West to the East boundary of East Devils Lake Road; thence Northerly along the Easterly boundary of said road, 75 feet, more or less, to the intersection with the 1/16th line, being the Northwest corner of said Yaquina Radio tract; thence East on the 1/16th line to a point 375 feet North of the true point of beginning; thence continuing East on said line 425 feet; thence South parallel to the centerline of said section 275 feet; thence Southwesterly in a straight line to a point on the South line of the Lincoln City Broadcasting, Inc. tract described in deed recorded in Volume 47, page 1354, Film Records, said point being 100 feet Westerly from the Southeast corner of said Lincoln City Broadcasting, Inc. tract; thence West parallel to said 1/16th section line, 325 feet to the true point of beginning.

EXHIBIT A
TO UCC FINANCING STATEMENTS OF
DAVID J. MILLER, LINDA R. MILLER
YAQUINA BAY COMMUNICATIONS, INC.
PACIFIC WEST BROADCASTING, INC.
aka Radio Stations KBCH, KNPT, KYTE, KCRF & KNCU,
Debtors

The collateral includes:

All assets of Yaquina Bay Communications, Inc. and of Pacific West Broadcasting, Inc. (the Corporations), and all assets of the said Millers used in or associated with the operation of said Corporations and the radio broadcast stations operated by said Corporations, whether now owned or hereafter acquired, including but not limited to the following property:

(a) all fixtures tools, supplies, furniture and equipment in all of its forms, wherever located, now or hereafter existing, all parts thereof and all accessions thereto, including but not limited to machinery, satellite receivers, antennas, electronics, furniture, motor vehicles, and rolling stock;

(b) all supplies and inventory in all of its forms, wherever located, now or hereafter existing, including, but not limited to, (i) all raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof, (ii) goods in which Debtors have an interest in mass or joint or other interest or right of any kind (including, without limitation, goods in which Debtors have an interest or right as consignee), and (iii) goods which are returned to or repossessed by Debtors, and all accessions thereto and products thereof and documents therefor;

(c) all books, records, trade secrets, intellectual property, goodwill, accounts, accounts receivable, contract rights (including but not limited to all insurance contracts, tenant leases and ground leases), chattel paper, documents, instruments, deposit accounts, general intangibles, tax refunds and other obligations of any kind owing to Debtors, now or hereafter existing, whether or not arising

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out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, subleases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, deposit accounts, general intangibles or obligations;

(d) all other general intangibles, whether now existing or hereafter arising and wherever arising, including, but not limited to all (i) partnership, corporate, and other interest in and to any entity, (ii) permits, licenses, consents, contract rights (including but not limited to all existing and future tenant leases and ground leases), franchises, documents, certificates, records, customer lists, customer and supplier contracts, pole agreements, easements, variances, certifications and approvals of tribunals, call letters, network agreements, frequencies, advertising contracts, firm sales orders, bills of lading (negotiable and non-negotiable), warehouse receipts, any claim of Debtors against Lender, liquidated or unliquidated, and other rights, privileges and goodwill obtained or used in connection with the business operations of Debtors, including but not limited to the radio broadcasting stations, known as KYTE, KNPT, KSURF, KBCM and KNCU, located in Lincoln County, Oregon, or with any property described herein, and (iii) tax refunds and other refunds or rights to receive payment from U.S. federal, state or local governments or foreign governments or other tribunal (but expressly excluding from the foregoing any rights, licenses, permits and consents which under any applicable law or regulations may not be made subject to such a security interest;

(e) all bank accounts, deposit accounts, and margin accounts, maintained by Debtors with financial institutions, broker, dealers, and all other persons or entities relating to commodities and/or securities, including all funds held therein and all certificates and instrument, if any, from time to time representing or evidencing such accounts;

(f) all of Debtors' fixtures now existing or hereafter acquired, particularly including any radio broadcast towers and

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related equipment and fixtures, all substitutes and replacements therefor, all accessions and attachments thereto, and all tools, parts and equipment now or hereafter added to or used in connection with such fixtures on or above all real property now owned or hereafter acquired by Debtors; and

(g) all substitutes and replacements for, accessions, attachments and other additions to, tools, parts, and equipment used in connection with, and all proceeds, products, and increases of, and any insurance indemnification proceeds, claims or rights which may arise on account of any loss of, any and all of the Collateral described herein (including, without limitation, proceeds which constitute property of the types described herein); interest, premium, and principal payments, redemption proceeds and subscription rights, and shares or other proceeds of conversions or splits or any securities in collateral, and returned or repossessed collateral; and, to the extent not otherwise included, all (i) payments under insurance, or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, (ii) cash, and (iii) all security for the payment of any of the Collateral, and all goods which gave or will give rise to any of the Collateral or are evidenced, identified, or represented therein or thereby.

(h) all of the outstanding capital stock of Yaquina Bay Communications, Inc. and Pacific West Broadcasting, Inc.

(i) without limitation, the following specific property of Debtors:

Transmitters, antennae, towers, computers, software, processor STL, STL transmitter link, remote controls, telephone equipment, furniture, furnishings, office equipment, files, records, including but limited to all records and data relating to any of the Collateral, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, and all computer

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software required to utilize, create, maintain and process any such records or data on electronic media, and all rights and licenses relating thereto.

(j) All proceeds (including but not limited to insurance proceeds) from the sale, destruction, loss, less, rental or other disposition of any of the Collateral, or any other property or assets of Debtors.

(k) any items constituting fixtures or otherwise attached to or a part of real property are in, on or a part of the certain real property, including but not necessarily limited to the following parcels:


(i) PARCEL I, PARCEL II AND PARCEL III, as more particularly described in Exhibit A, which is attached hereto and by this reference incorporated herein.

(ii) a leasehold interest in the following described real property:

Commencing at a point 1149.5 feet north and 199.02 feet west of the southeast corner of section 29, T 9 S, R 11 W, WM, in Lincoln County, Oregon, said point being the true point of beginning of the following described tract:

Thence west 200 feet; thence south 300 feet; thence east 300 feet; thence north 300 feet; thence west 100 feet to the true point of beginning, containing approximately 2.07 acres.


12/11/09



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12-11-09



Lincoln County, Oregon
 11/26/2014 12:02:33 PM
 DOC-MD/M
 \$5.00 \$11.00 \$20.00 \$10.00 \$7.00 - Total = \$63.00

2014-10514
 Cnt=1 Pgs=1 Stn=28



00087388201400105140010010

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.

Dana W. Jenkins

Dana W. Jenkins, Lincoln County Clerk



UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
 MARIANN VANDERHOFF (541) 265-9000

B. E-MAIL CONTACT AT FILER (optional)
 MARIANN@OREGONCOASTBANK.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

OREGON COAST BANK
 909 SE BAY BLVD
 NEWPORT OR 97365

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
 2009-14151 RECORDED 12/11/2009

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement.

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
 Check one of these two boxes

AND Check one of these three boxes to:

This Change affects Debtor or Secured Party of Record CHANGE name and/or address: Complete Item 6a or 6b; and item 7a or 7b and item 7c ADD name: Complete item 7a or 7b, and item 7c DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME
 YAQUINA BAY COMMUNICATIONS

OR 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME
 INDIVIDUAL'S FIRST PERSONAL NAME
 INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
 Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing DEBTOR

9a. ORGANIZATION'S NAME
 OREGON COAST BANK

OR 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:



Lincoln County, Oregon
 11/27/2019 01:27:57 PM
 DOC-MD/M
 Cnt=1 Pgs=1 Stn=29
 \$5.00 \$11.00 \$60.00 \$10.00 \$7.00 - Total = \$93.00



00175072201900118460010015

I, Dana W. Jenkins, County Clerk, do hereby certify that the within instrument was recorded in the Lincoln County Book of Records on the above date and time. WITNESS my hand and seal of said office affixed.



Dana W. Jenkins, Lincoln County Clerk

UCC FINANCING STATEMENT AMENDMENT
 FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
EMMA ENGLEHART

B. E-MAIL CONTACT AT FILER (optional)
EMMA@OREGONCOASTBANK.COM

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

OREGON COAST BANK
909 SE BAY BLVD
NEWPORT, OR 97365

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
2009-14151 12/11/2009

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
 Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement.

3. **ASSIGNMENT** (full or partial): Provide name of Assignee in item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
 For partial assignment, complete items 7 and 9 and also indicate affected collateral in item 8

4. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
 Check one of these two boxes: Debtor or Secured Party of Record AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b, and item 7a or 7b and item 7c
 ADD name: Complete item 7a or 7b, and item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME
YAQUINA BAY COMMUNICATIONS

OR 6b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR 7b. INDIVIDUAL'S SURNAME
 INDIVIDUAL'S FIRST PERSONAL NAME
 INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

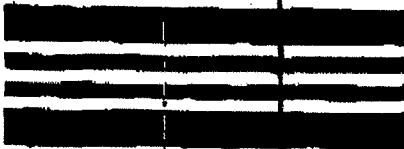
8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
 Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing DEBTOR

9a. ORGANIZATION'S NAME
OREGON COAST BANK

OR 9b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10. OPTIONAL FILER REFERENCE DATA:



8004932605

6490401
3/2/2004 10:28:10 AM
OR Sec. of State

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGEMENT TO: (Name and Address)

Oregon Coast Bank
909 SE Bay Blvd.
Newport, OR 97365

POOR QUALITY ORIGINAL

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME						
OR	1b. INDIVIDUAL'S LAST NAME MILLER		FIRST NAME DAVID	MIDDLE NAME J	SUFFIX	
1c. MAILING ADDRESS 908 SW ALDER		CITY NEWPORT		STATE OR	POSTAL CODE 97365	COUNTRY USA
1d. TAX ID #: SSN OR EIN	ADD'L FORE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Individual	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any		
					<input checked="" type="checkbox"/> NONE	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME MILLER		FIRST NAME LINDA	MIDDLE NAME R	SUFFIX	
2c. MAILING ADDRESS 908 SW ALDER		CITY NEWPORT		STATE OR	POSTAL CODE 97365	COUNTRY USA
2d. TAX ID #: SSN OR EIN	ADD'L FORE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION Individual	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any		
					<input checked="" type="checkbox"/> NONE	

3. SECURED PARTY'S NAME (if NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME Oregon Coast Bank						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 909 SE Bay Blvd, P.O. Box 2280		CITY Newport		STATE OR	POSTAL CODE 97365	COUNTRY

4. This FINANCING STATEMENT covers the following collateral:
See Attached Exhibit "A"

5. ALTERNATIVE DESIGNATION (if applicable):	LEASE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEY/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is filed (for record) (or recorded) in the REAL PROPERTY RECORDS of the State of Oregon.	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (Additional Fee)	All Debtors	Debtor 1	Debtor 2		

EXHIBIT A
TO UCC FINANCING STATEMENTS OF
DAVID J. MILLER, LINDA R. MILLER
YAQUINA BAY COMMUNICATIONS, INC.
PACIFIC WEST BROADCASTING, INC.
aka Radio Stations KBCH, KNPT, KYTE, KCRF & KNCU,
Debtors

The collateral includes:

All assets of Yaquina Bay Communications, Inc. and of Pacific West Broadcasting, Inc. (the Corporations), and all assets of the said Millers used in or associated with the operation of said Corporations and the radio broadcast stations operated by said Corporations, whether now owned or hereafter acquired, including but not limited to the following property:

(a) all fixtures tools, supplies, furniture and equipment in all of its forms, wherever located, now or hereafter existing, all parts thereof and all accessions thereto, including but not limited to machinery, satellite receivers, antennas, electronics, furniture, motor vehicles, and rolling stock;

(b) all supplies and inventory in all of its forms, wherever located, now or hereafter existing, including, but not limited to, (i) all raw materials and work in process therefor, finished goods thereof, and materials used or consumed in the manufacture or production thereof, (ii) goods in which Debtors have an interest in mass or joint or other interest or right of any kind (including, without limitation, goods in which Debtors have an interest or right as consignee), and (iii) goods which are returned to or repossessed by Debtors, and all accessions thereto and products thereof and documents therefor;

(c) all books, records, trade secrets, intellectual property, goodwill, accounts, accounts receivable, contract rights (including but not limited to all insurance contracts, tenant leases and ground leases), chattel paper, documents, instruments, deposit accounts, general intangibles, tax refunds and other obligations of any kind owing to Debtors, now or hereafter existing, whether or not arising

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out of or in connection with the sale or lease of goods or the rendering of services, and all rights now or hereafter existing in and to all security agreements, leases, subleases, and other contracts securing or otherwise relating to any such accounts, contract rights, chattel paper, documents, instruments, deposit accounts, general intangibles or obligations;

(d) all other general intangibles, whether now existing or hereafter arising and wherever arising, including, but not limited to all (i) partnership, corporate, and other interest in and to any entity, (ii) permits, licenses, consents, contract rights (including but not limited to all existing and future tenant leases and ground leases), franchises, documents, certificates, records, customer lists, customer and supplier contracts, pole agreements, easements, variances, certifications and approvals of tribunals, call letters, network agreements, frequencies, advertising contracts, firm sales orders, bills of lading (negotiable and non-negotiable), warehouse receipts, any claim of Debtors against Lender, liquidated or unliquidated, and other rights, privileges and goodwill obtained or used in connection with the business operations of Debtors, including but not limited to the radio broadcasting stations, known as KYTE, KNPT, KSURF, KBCM and KNCU, located in Lincoln County, Oregon, or with any property described herein, and (iii) tax refunds and other refunds or rights to receive payment from U.S. federal, state or local governments or foreign governments or other tribunal (but expressly excluding from the foregoing any rights, licenses, permits and consents which under any applicable law or regulations may not be made subject to such a security interest;

(e) all bank accounts, deposit accounts, and margin accounts, maintained by Debtors with financial institutions, broker, dealers, and all other persons or entities relating to commodities and/or securities, including all funds held therein and all certificates and instrument, if any, from time to time representing or evidencing such accounts;

(f) all of Debtors' fixtures now existing or hereafter acquired, particularly including any radio broadcast towers and

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related equipment and fixtures, all substitutes and replacements therefor, all accessions and attachments thereto, and all tools, parts and equipment now or hereafter added to or used in connection with such fixtures on or above all real property now owned or hereafter acquired by Debtors; and

(g) all substitutes and replacements for, accessions, attachments and other additions to, tools, parts, and equipment used in connection with, and all proceeds, products, and increases of, and any insurance indemnification proceeds, claims or rights which may arise on account of any loss of, any and all of the Collateral described herein (including, without limitation, proceeds which constitute property of the types described herein); interest, premium, and principal payments, redemption proceeds and subscription rights, and shares or other proceeds of conversions or splits or any securities in collateral, and returned or repossessed collateral; and, to the extent not otherwise included, all (i) payments under insurance, or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, (ii) cash, and (iii) all security for the payment of any of the Collateral, and all goods which gave or will give rise to any of the Collateral or are evidenced, identified, or represented therein or thereby.

(h) all of the outstanding capital stock of Yaquina Bay Communications, Inc. and Pacific West Broadcasting, Inc.

(i) without limitation, the following specific property of Debtors:

Transmitters, antennae, towers, computers, software, processor STL, STL transmitter link, remote controls, telephone equipment, furniture, furnishings, office equipment, files, records, including but limited to all records and data relating to any of the Collateral, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, and all computer

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software required to utilize, create, maintain and process any such records or data on electronic media, and all rights and licenses relating thereto.

(j) All proceeds (including but not limited to insurance proceeds) from the sale, destruction, loss, less, rental or other disposition of any of the Collateral, or any other property or assets of Debtors.

(k) any items constituting fixtures or otherwise attached to or a part of real property are in, on or a part of the certain real property, including but not necessarily limited to the following parcels:

(i) PARCEL I, PARCEL II AND PARCEL III, as more particularly described in Exhibit A, which is attached hereto and by this reference incorporated herein.

(ii) a leasehold interest in the following described real property:

Commencing at a point 1149.5 feet north and 199.02 feet west of the southeast corner of section 29, T 9 S, R 11 W, WM, in Lincoln County, Oregon, said point being the true point of beginning of the following described tract:

Thence west 200 feet; thence south 300 feet; thence east 300 feet; thence north 300 feet; thence west 100 feet to the true point of beginning, containing approximately 2.07 acres.

This space reserved for County Filing Officer use only

STATE OF OREGON

UNIFORM COMMERCIAL CODE

FINANCING STATEMENT

REAL PROPERTY - Form UCC-1A

THIS FORM FOR COUNTY FILING OFFICER USE ONLY

This FINANCING STATEMENT is presented to the county filing officer pursuant to the Uniform Commercial Code

1A. Debtor Name(s): MILLER, DAVID J See Attached Exhibit dated February 20, 2004. 1B. Debtor Mailing Address(es): 906 SW ALDER NEWPORT, OR 97365	2A. Secured Party Name(s): Oregon Coast Bank 2B. Address of Secured Party from which security information is obtainable: Main Office 909 SE Bay Blvd P.O. Box 2280 Newport, OR 97365	4A. Assignee of Secured Party (if any): 4B. Address of Assignee:
---	--	---

3. This financing statement covers the following types (or items) of property (check if applicable): SEE ATTACHED EXHIBIT dated February 20, 2004

- The goods are to become fixtures on: _____ The above timber is standing on: _____
- The above minerals or the like (including gas and oil) or accounts will be financed at the wellhead or minehead of the well or mine located on: (describe real estate)

and the financing statement is to be filed for record in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is:

Check box if products of collateral are also covered Number of attached additional sheets: 1

A carbon, photographic or other reproduction of this form, financing statement or security agreement serves as a financing statement under ORS Chapter 79

By: [Signature] Oregon Coast Bank
[Signature] [Signature]
 Signature(s) of the debtor required in most cases. Signature(s) of Secured Party in cases covered by ORS 79.4020

INSTRUCTIONS

- PLEASE TYPE THIS FORM.
- If the space provided for any item(s) on this form is inadequate, the item(s) should be continued on additional sheets. Only one copy of such additional sheets need to be presented to the county filing officer. DO NOT STAPLE OR TAPE ANYTHING TO THIS FORM.
- This form (UCC-1A) should be recorded with the county filing officers who record real estate mortgages. This form cannot be filed with the Secretary of State. Send the Original to the county filing officer.
- After the recording process is completed the county filing officer will return the document to the party indicated. The printed termination statement below may be used to terminate this document.
- The RECORDING FEE must accompany the document. The fee is \$5.00 per page.
- Be sure that the financing statement has been properly signed. Do not sign the termination statement (below) until this document is to be terminated.

Recording Party contact name: _____ Recording Party telephone number: _____ Return to: (name and address) Oregon Coast Bank 909 SE Bay Blvd. Newport, OR 97365 Please do not type outside of bracketed area.	<p align="center">TERMINATION STATEMENT</p> <p>This statement of termination of financing is presented for filing pursuant to the Uniform Commercial Code. The Secured Party no longer claims a security interest in the financing statement bearing the recording number shown above.</p> <p>By: _____ Signature of Secured Party(ies) or Assignee(s)</p>
--	--

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 5.23.10.001 (c) Concentrix 1997, 2004.



9034397009

6490401-1
03/02/09 03:03 PM
OR Sec. of State

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC DILIGENZ, INC. 1-800-858-5294
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 40453906 PREPARED BY: CSC DILIGENZ, INC. 6500 HARBOUR HEIGHTS PKWY, SUITE 400 MUKILTEO, WA 98275

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 6490401 3/2/2004	1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
--	--

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regard to changing the name/address of a party.
 DELETE name: Give record name to be deleted in item 6a or 6b.
 ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. **CURRENT RECORD INFORMATION:**

6a. ORGANIZATION'S NAME			
OR			
6b. INDIVIDUAL'S LAST NAME MILLER	FIRST NAME DAVID	MIDDLE NAME J	SUFFIX

7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME			
OR			
7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
---------------------	------	-------	-------------	---------

7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME OREGON COAST BANK			
OR			
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. **OPTIONAL FILER REFERENCE DATA**
DILIGENZ IMPORT 40453906



UCC-3

STATE OF OREGON
Corporation Division - UCC
255 Capitol Street NE, Suite 151
Salem, Or 97310-1327
(503) 986-2200
FilingInOregon.com

Oregon Secretary of State
Filing Number: 6490401-2
Filing Date: Jan 3, 2014 12:16 PM
Filed Electronically

Action: Continuation

Filer Information
Corporation Service Company, 801 Adlai Stevenson Dr,
Springfield, IL 62703

Optional Filer Reference Data
DILIGENZ IMPORT 83021035

Filer Authorization
OREGON COAST BANK (SP)

FILED: JAN 09, 2019 05:00 PM
OREGON SECRETARY OF STATE



UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER UCC LIEN NO. 6490401-3
CSC 1-800-858-5294

B. E-MAIL CONTACT AT FILER (optional)
SPRFiling@cscglobal.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
1127 Broadway St NE
Suite 310
Salem, OR 97301

Filed In: Oregon
(S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE NUMBER
6490401 3/2/2004

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS
Filer: attach Amendment Addendum (Form UCC3Ad) and provide Debtor's name in item 13

- 2. **TERMINATION:** Effectiveness of the Financing Statement Identified above is terminated with respect to the security interest(s) of Secured Party authorizing this Termination Statement
- 3. **ASSIGNMENT** (full or partial): Provide name of Assignee in Item 7a or 7b, and address of Assignee in item 7c and name of Assignor in item 9
For partial assignment, complete Items 7 and 9 and also indicate affected collateral in Item 8
- 4. **CONTINUATION:** Effectiveness of the Financing Statement Identified above with respect to the security interest(s) of Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law

5. **PARTY INFORMATION CHANGE:**
 Check one of these two boxes: Debtor or Secured Party of record
 AND Check one of these three boxes to:
 CHANGE name and/or address: Complete item 6a or 6b; and item 7a or 7b and item 7c
 ADD name: Complete item 7a or 7b, and item 7c
 DELETE name: Give record name to be deleted in item 6a or 6b

6. **CURRENT RECORD INFORMATION:** Complete for Party Information Change - provide only one name (6a or 6b)

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S SURNAME MILLER	FIRST PERSONAL NAME DAVID	ADDITIONAL NAME(S)/INITIAL(S) J	SUFFIX
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7. **CHANGED OR ADDED INFORMATION:** Complete for Assignment or Party Information Change - provide only one name (7a or 7b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name)

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

7c. MAILING ADDRESS

CITY	STATE	POSTAL CODE	COUNTRY
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8. **COLLATERAL CHANGE:** Also check one of these four boxes: ADD collateral DELETE collateral RESTATE covered collateral ASSIGN collateral
 Indicate collateral:

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT:** Provide only one name (9a or 9b) (name of Assignor, if this is an Assignment)
 If this is an Amendment authorized by a DEBTOR, check here and provide name of authorizing Debtor

9a. ORGANIZATION'S NAME OREGON COAST BANK

OR

9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA: DILIGENZ IMPORT 1569 73933

State of Oregon
Initial Filing 2 Page(s)

8034142
07/24/08 02:11 PM
OR Sec. of State



9032784209

UCC FINANCING STATEMENT I

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] CSC DILIGENZ, INC. 1-800-858-5294	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 35861777 PREPARED BY: CSC DILIGENZ, INC. 6500 HARBOUR HEIGHTS PKWY, SUITE 400 MUKILTEO, WA 98275	
Filed In: Oregon (S.O.S.)	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME YAQUINA BAY COMMUNICATIONS, INC.						
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS PO BOX 1430			CITY NEWPORT	STATE OR	POSTAL CODE 97365	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION INC.	1f. JURISDICTION OF ORGANIZATION OR	1g. ORGANIZATIONAL ID #, if any 478297-83 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME OREGON COAST BANK						
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
3c. MAILING ADDRESS 909 SE BAY BLVD.			CITY NEWPORT	STATE OR	POSTAL CODE 97365	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

ALL INVENTORY, EQUIPMENT, ACCOUNTS (INCLUDING BUT NOT LIMITED TO ALL HEALTH-CARE-INSURANCE RECEIVABLES), CHATTEL PAPER, INSTRUMENTS (INCLUDING BUT NOT LIMITED TO ALL PROMISSORY NOTES), LETTER-OF-CREDIT RIGHTS, LETTERS OF CREDIT, DOCUMENTS, DEPOSIT ACCOUNTS, INVESTMENT PROPERTY, MONEY, OTHER RIGHTS TO PAYMENT AND PERFORMANCE, AND GENERAL INTANGIBLES (INCLUDING BUT NOT LIMITED TO ALL SOFTWARE AND ALL PAYMENT INTANGIBLES); ALL ATTACHMENTS, ACCESSIONS, ACCESSORIES, FITTINGS, INCREASES, TOOLS, PARTS, REPAIRS, SUPPLIES, AND COMMINGLED GOODS RELATING TO THE FOREGOING PROPERTY, AND ALL ADDITIONS, REPLACEMENTS OF AND SUBSTITUTIONS FOR ALL OR ANY PART OF THE FOREGOING PROPERTY; ALL INSURANCE REFUNDS RELATING TO THE FOREGOING PROPERTY; ALL GOOD WILL RELATING TO THE FOREGOING PROPERTY; ALL RECORDS AND DATA AND EMBEDDED SOFTWARE RELATING TO THE FOREGOING PROPERTY, AND ALL EQUIPMENT, INVENTORY AND SOFTWARE TO UTILIZE, CREATE, MAINTAIN AND PROCESS ANY SUCH RECORDS AND DATA ON ELECTRONIC MEDIA; AND ALL SUPPORTING OBLIGATIONS RELATING TO THE FOREGOING PROPERTY; ALL WHETHER NOW EXISTING OR HEREAFTER ARISING, WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR WHETHER NOW OR HEREAFTER SUBJECT TO ANY RIGHTS IN THE FOREGOING PROPERTY; AND ALL PRODUCTS AND PROCEEDS (INCLUDING BUT NOT LIMITED TO ALL INSURANCE PAYMENTS) OF OR RELATING TO THE FOREGOING PROPERTY.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAIOL SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

35861777

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME		
OR YAQUINA BAY COMMUNICATIONS, INC.		
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR					
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any	

NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR					
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

16. Additional collateral description:

NOTICE - PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN, THE FURTHER ENCUMBERING OF WHICH MAY CONSTITUTE THE TORTIOUS INTERFERENCE WITH SECURED PARTY'S RIGHTS BY SUCH ENCUMBRANCER.

IN THE EVENT THAT ANY ENTITY IS GRANTED A SECURITY INTEREST IN DEBTOR'S ACCOUNTS, CHATTEL PAPER OR GENERAL INTANGIBLES CONTRARY TO THE ABOVE, THE SECURED PARTY ASSERTS A CLAIM TO ANY PROCEEDS THEREOF RECEIVED BY SUCH ENTITY

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

- Debtor is a TRANSMITTING UTILITY
- Filed in connection with a Manufactured-Home Transaction — effective 30 years
- Filed in connection with a Public-Finance Transaction — effective 30 years



UCC-3

STATE OF OREGON
Corporation Division - UCC
255 Capitol Street NE, Suite 151
Salem, Or 97310-1327
(503) 986-2200
FilingInOregon.com

Oregon Secretary of State
Filing Number: 8034142-1
Filing Date: May 3, 2013 11:52 AM

Filed Electronically

Action: Continuation

Filer Information
Corporation Service Company, 801 Adlai Stevenson Dr,
Springfield, IL 62703

Optional Filer Reference Data
75731133

Filer Authorization
OREGON COAST BANK (SP)

EXHIBIT Z
PAGE 1 OF 1



UCC-3

STATE OF OREGON
Corporation Division - UCC
255 Capitol Street NE, Suite 151
Salem, Or 97310-1327
(503) 986-2200
FilingInOregon.com

Oregon Secretary of State
Filing Number: 8034142-2
Filing Date: Jun 8, 2018 04:30 PM

Filed Electronically

Action: Continuation

Filer Information
Corporation Service Company, 801 Adlai Stevenson Dr,
Springfield, IL 62703

Optional Filer Reference Data
147084370

Filer Authorization
OREGON COAST BANK (SP)

PROMISSORY NOTE

Principal \$110,000.00	Loan Date 12-16-2016	Maturity 12-15-2017	Loan No 10060400	Call / Coll 522	Account	Officer 200	Initials MAE
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References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER PO BOX 1430 NEWPORT, OR 97365	Lender: Oregon Coast Bank Main Office 909 SE Bay Blvd P.O. Box 2280 Newport, OR 97365 (866) 833-6430
--	--

Principal Amount: \$110,000.00

Date of Note: December 16, 2016

PROMISE TO PAY. YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER ("Borrower") jointly and severally promise to pay to Oregon Coast Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Ten Thousand & 00/100 Dollars (\$110,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 8.250% per annum based on a year of 360 days. Interest shall be calculated from the date of each advance until repayment of each advance. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on December 15, 2017. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning January 15, 2017, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Note, Borrower understands that Lender is entitled to a minimum interest charge of \$150.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oregon Coast Bank, Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365.

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased by 3.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Oregon.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Lincoln County, State of Oregon.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or

PROMISSORY NOTE
(Continued)

Loan No: 10060400

Page 2

preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

LINE OF CREDIT. This Note evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Note, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender, regardless of the fact that persons other than those authorized to borrow have authority to draw against the accounts. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs.

NOTICE OF FINAL AGREEMENT. By signing this document each Party represents and agrees that: (a) The written Loan Agreement represents the final agreement between the Parties, (b) There are no unwritten oral agreements between the Parties, and (c) The written Loan Agreement may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements or understandings of the Parties.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. This Note is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Note on its demand. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fall or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.


UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. EACH BORROWER AGREES TO THE TERMS OF THE NOTE.

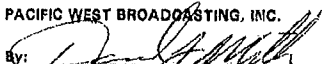
BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

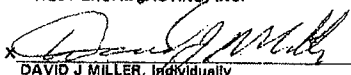
BORROWER:

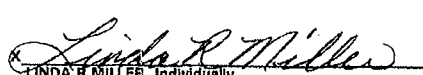
YAQUINA BAY COMMUNICATIONS, INC.

By: 
DAVID J MILLER, President/Secretary of YAQUINA
BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

By: 
DAVID J MILLER, President/Secretary of PACIFIC
WEST BROADCASTING, INC.


DAVID J MILLER, Individually


LINDA R MILLER, Individually

CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$120,000.00	08-22-2017	12-15-2017	10050400	522		200	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER PO BOX 1430 NEWPORT, OR 97365	Lender: Oregon Coast Bank Main Office 909 SE Bay Blvd P.O. Box 2280 Newport, OR 97365 (866) 833-6430
--	--

Principal Amount: \$120,000.00

Date of Agreement: August 22, 2017

DESCRIPTION OF EXISTING INDEBTEDNESS. Original Note dated December 16, 2016 in the amount of \$110,000.00.

DESCRIPTION OF COLLATERAL.

UCC No. 536292-3 filed with the Oregon Secretary of State on October 18, 2010, continued with filing No. 536292-4 on December 10, 2015.

UCC-1A No. 2009-14151 filed with the Oregon Secretary of State on December 11, 2009, continued with filing No. 2014-10514 on November 26, 2014.

DESCRIPTION OF CHANGE IN TERMS.

The Maximum Credit amount has been increased to \$120,000.00

MC on TMS 8/23/17

Borrower will pay a Change in Terms Fee in the amount of \$150.00 upon signing.

All other terms and conditions shall remain the same.

PROMISE TO PAY. YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER ("Borrower") jointly and severally promise to pay to Oregon Coast Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Twenty Thousand & 00/100 Dollars (\$120,000.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 8.250% per annum based on a year of 360 days. Interest shall be calculated from the date of each advance until repayment of each advance. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on December 15, 2017. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning September 15, 2017, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Agreement, Borrower understands that Lender is entitled to a minimum interest charge of \$150.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments of accrued unpaid interest. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oregon Coast Bank, Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365.

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by 3.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses,

CHANGE IN TERMS AGREEMENT
(Continued)

Loan No: 10050400

Page 2

whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Oregon.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Lincoln County, State of Oregon.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

LINE OF CREDIT. This Agreement evidences a straight line of credit. Once the total amount of principal has been advanced, Borrower is not entitled to further loan advances. Advances under this Agreement, as well as directions for payment from Borrower's accounts, may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower's accounts with Lender, regardless of the fact that persons other than those authorized to borrow have authority to draw against the accounts. The unpaid principal balance owing on this Agreement at any time may be evidenced by endorsements on this Agreement or by Lender's internal records, including daily computer print-outs.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

NOTICE OF FINAL AGREEMENT. By signing this document each Party represents and agrees that: (a) The written Loan Agreement represents the final agreement between the Parties, (b) There are no unwritten oral agreements between the Parties, and (c) The written Loan Agreement may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements or understandings of the Parties.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.


MISCELLANEOUS PROVISIONS. This Agreement is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Agreement on its demand. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

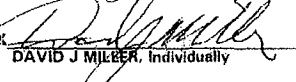
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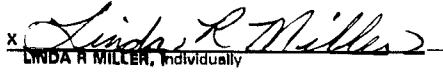
YAUQUINA BAY COMMUNICATIONS, INC.

By: 
DAVID J. MILLER, President/Secretary of YAUQUINA
BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

By: 
DAVID J. MILLER, President/Secretary of PACIFIC
WEST BROADCASTING, INC.


DAVID J. MILLER, Individually

x 
LINDA R. MILLER, Individually

**CHANGE IN TERMS AGREEMENT
(Continued)**

Loan No: 10050400

Page 3

LENDER:

OREGON COAST BANK

X

Authorized Officer

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CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$120,000.00	12-14-2017	12-15-2018	10050400	522		200	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER
PO BOX 1430
NEWPORT, OR 97365

Lender: Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365
(866) 833-8430

Principal Amount: \$120,000.00

Date of Agreement: December 14, 2017

DESCRIPTION OF EXISTING INDEBTEDNESS. Original Note dated December 16, 2016 in the amount of \$110,000.00; Amended by a Change in Terms Agreement dated August 22, 2017.

DESCRIPTION OF COLLATERAL.

UCC No. 536292-3 filed with the Oregon Secretary of State on October 18, 2010, continued with filing No. 536292-4 on December 10, 2015.
UCC-1A No. 2009-14151 filed with the Oregon Secretary of State on December 11, 2009, continued with filing No. 2014-10514 on November 26, 2014.

DESCRIPTION OF CHANGE IN TERMS.

The maturity date has extended from December 15, 2017 to December 15, 2018.

The loan has been converted from a Non Revolving Line of Credit to a one year term loan, amortized over 20 years. The borrower(s) shall begin making monthly principal and interest payments, outlined in the Payment paragraph below.

Borrower will pay a Change in Terms Fee of \$300.00 and a Credit Report Fee of \$30.00 upon signing. — JF TMS 12/14/2017

All other terms and conditions shall remain the same.

PROMISE TO PAY. YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER ("Borrower") jointly and severally promise to pay to Oregon Coast Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Twenty Thousand & 00/100 Dollars (\$120,000.00), together with interest on the unpaid principal balance from November 27, 2017, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 8.250% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in 11 regular payments of \$1,035.69 each and one irregular last payment estimated at \$119,081.44. Borrower's first payment is due January 15, 2018, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on December 15, 2018, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Agreement, Borrower understands that Lender is entitled to a minimum interest charge of \$150.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oregon Coast Bank, Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365.

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by 3.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter

CHANGE IN TERMS AGREEMENT
(Continued)

Loan No: 10050400

Page 2

continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Oregon.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Lincoln County, State of Oregon.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or reauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorser(s) of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation maker(s), will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

NOTICE OF FINAL AGREEMENT. By signing this document each Party represents and agrees that: (a) The written Loan Agreement represents the final agreement between the Parties, (b) There are no unwritten oral agreements between the Parties, and (c) The written Loan Agreement may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements or understandings of the Parties.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's Interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.

MISCELLANEOUS PROVISIONS. This Agreement is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Agreement on its demand. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorser(s), or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

YAUQUINA BAY COMMUNICATIONS, INC.

By: 

DAVID J. MILLER, President/Secretary of YAUQUINA BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

By: 

DAVID J. MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC.

X 

DAVID J. MILLER, Individually

X 

LINDA R. MILLER, Individually

**CHANGE IN TERMS AGREEMENT
(Continued)**

Loan No: 10050400

Page 3

LENDER:

OREGON COAST BANK

X 
Authorized Officer

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CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$120,000.00	11-26-2018	10-31-2020	10050400	522		MAC	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

Borrower: YAQUINA BAY COMMUNICATIONS, INC.: PACIFIC WEST BROADCASTING, INC.: DAVID J MILLER; and LINDA R MILLER PO BOX 1430 NEWPORT, OR 97365	Lender: Oregon Coast Bank Main Office 909 SE Bay Blvd P.O. Box 2280 Newport, OR 97365 (866) 833-6430
--	--

Principal Amount: \$120,000.00

Date of Agreement: November 26, 2018

DESCRIPTION OF EXISTING INDEBTEDNESS. Original Note dated December 16, 2016 in the amount of \$110,000.00, together with all renewals of, modifications of, re-financings of, consolidations of, and substitutions for the Promissory Note or Agreement.

DESCRIPTION OF COLLATERAL.

UCC No. 536292-3 filed with the Oregon Secretary of State on October 18, 2010, continued with filing No. 536292-4 on December 10, 2015.
 UCC-1A No. 2009-14151 filed with the Oregon Secretary of State on December 11, 2009, continued with filing No. 2014-10514 on November 26, 2014.

DESCRIPTION OF CHANGE IN TERMS.

The maturity date has extended from December 15, 2018 to October 31, 2020.

MW 12-11-2018

The Borrower will pay the following fees in cash upon signing:

- 1) Change In Terms Fee of \$300.00 ✓
- 2) Credit Report Fee of \$30.00 ✓

On Paper

All other terms and conditions shall remain the same.

PROMISE TO PAY. YAQUINA BAY COMMUNICATIONS, INC.: PACIFIC WEST BROADCASTING, INC.: DAVID J MILLER; and LINDA R MILLER ("Borrower") jointly and severally promise to pay to Oregon Coast Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Twenty Thousand & 00/100 Dollars (\$120,000.00), together with interest on the unpaid principal balance from November 26, 2018, until paid in full.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in accordance with the following payment schedule, which calculates interest on the unpaid principal balances as described in the "INTEREST CALCULATION METHOD" paragraph using the interest rates described in this paragraph: 22 monthly consecutive principal and interest payments of \$1,035.69 each, beginning December 15, 2018, with interest calculated on the unpaid principal balances using an interest rate of 8.250% per annum based on a year of 360 days; and one principal and interest payment of \$116,162.22 on October 31, 2020, with interest calculated on the unpaid principal balances using an interest rate of 8.250% per annum based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts on this loan. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

PREPAYMENT: MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Agreement, Borrower understands that Lender is entitled to a minimum interest charge of \$150.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oregon Coast Bank, Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365.

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by adding an additional 3.000 percentage point margin ("Default Rate Margin"). The Default Rate Margin shall also apply to each succeeding interest rate change that would have applied had there been no default. After maturity, or after this loan would have matured had there been no default, the Default Rate Margin will continue to apply to the final interest rate described in this Agreement. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default In Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Change In Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

CHANGE IN TERMS AGREEMENT
(Continued)

Loan No: 10050400

Page 2

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Oregon.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Lincoln County, State of Oregon.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or authorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing this obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

NOTICE OF FINAL AGREEMENT. By signing this document each Party represents and agrees that: (a) The written Loan Agreement represents the final agreement between the Parties; (b) There are no unwritten oral agreements between the Parties, and (c) The written Loan Agreement may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements or understandings of the Parties.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.

MISCELLANEOUS PROVISIONS. This Agreement is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Agreement on its demand. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

BORROWER:

YAQUINA BAY COMMUNICATIONS, INC.

By: 
DAVID J MILLER, President/Secretary of YAQUINA
BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

By: 
DAVID J MILLER, President/Secretary of PACIFIC
WEST BROADCASTING, INC.

X 
DAVID J MILLER, Individually


LINDA R MILLER, Individually

LENDER:

OREGON COAST BANK

X

Authorized Officer

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CHANGE IN TERMS AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$118,432.04	05-20-2020	10-31-2020	10050400	522		MAC	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER PO BOX 1430 NEWPORT, OR 97365	Lender: Oregon Coast Bank Main Office 909 SE Bay Blvd P.O. Box 2280 Newport, OR 97365 (866) 833-6430
--	--

Principal Amount: \$118,432.04

Date of Agreement: May 20, 2020

DESCRIPTION OF EXISTING INDEBTEDNESS.

Original Note dated December 16, 2016 in the amount of \$110,000.00, together with all renewals of, modifications of, re-financings of, consolidations of, and substitutions for the Promissory Note or Agreement.

DESCRIPTION OF COLLATERAL.

UCC Financing Statement filed with the Oregon Secretary of State; File Date: December 15, 2009; File No: B417746; Continuation Filed November 20, 2019.

UCC1A Financing Statement filed with the Lincoln County Clerk's Office on December 11, 2009, File No: 2009-14151; Continuation Filed November 26, 2014 and November 27, 2019.

DESCRIPTION OF CHANGE IN TERMS.

The Monthly payments will now be interest only payments, as described in the Payment paragraph below.

All other terms and conditions shall remain the same.

PROMISE TO PAY. YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER ("Borrower") jointly and severally promise to pay to Oregon Coast Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Eighteen Thousand Four Hundred Thirty-two & 04/100 Dollars (\$118,432.04), together with interest on the unpaid principal balance from April 20, 2020, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 8.250% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one principal payment of \$118,432.04 plus interest on October 31, 2020. This payment due on October 31, 2020, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning May 15, 2020, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. In any event, even upon full prepayment of this Agreement, Borrower understands that Lender is entitled to a minimum interest charge of \$150.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oregon Coast Bank, Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365.

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by 3.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest

CHANGE IN TERMS AGREEMENT
(Continued)

Loan No: 10050400

Page 2

Immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Oregon.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Lincoln County, State of Oregon.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of \$30.00 if Borrower makes a payment on Borrower's loan and the check or preauthorized charge with which Borrower pays is later dishonored.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

CONTINUING VALIDITY. Except as expressly changed by this Agreement, the terms of the original obligation or obligations, including all agreements evidenced or securing the obligation(s), remain unchanged and in full force and effect. Consent by Lender to this Agreement does not waive Lender's right to strict performance of the obligation(s) as changed, nor obligate Lender to make any future change in terms. Nothing in this Agreement will constitute a satisfaction of the obligation(s). It is the intention of Lender to retain as liable parties all makers and endorsers of the original obligation(s), including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, will not be released by virtue of this Agreement. If any person who signed the original obligation does not sign this Agreement below, then all persons signing below acknowledge that this Agreement is given conditionally, based on the representation to Lender that the non-signing party consents to the changes and provisions of this Agreement or otherwise will not be released by it. This waiver applies not only to any initial extension, modification or release, but also to all such subsequent actions.

NOTICE OF FINAL AGREEMENT. By signing this document each Party represents and agrees that: (a) The written Loan Agreement represents the final agreement between the Parties, (b) There are no unwritten oral agreements between the Parties, and (c) The written Loan Agreement may not be contradicted by evidence of any prior, contemporaneous, or subsequent oral agreements or understandings of the Parties.

SUCCESSORS AND ASSIGNS. Subject to any limitations stated in this Agreement on transfer of Borrower's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Borrower, Lender, without notice to Borrower, may deal with Borrower's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Borrower from the obligations of this Agreement or liability under the indebtedness.


MISCELLANEOUS PROVISIONS. This Agreement is payable on demand. The inclusion of specific default provisions or rights of Lender shall not preclude Lender's right to declare payment of this Agreement on its demand. If any part of this Agreement cannot be enforced, this fact will not affect the rest of the Agreement. Lender may delay or forgo enforcing any of its rights or remedies under this Agreement without losing them. Each Borrower understands and agrees that, with or without notice to Borrower, Lender may with respect to any other Borrower (a) make one or more additional secured or unsecured loans or otherwise extend additional credit; (b) alter, compromise, renew, extend, accelerate, or otherwise change one or more times the time for payment or other terms of any indebtedness, including increases and decreases of the rate of interest on the indebtedness; (c) exchange, enforce, waive, subordinate, fail or decide not to perfect, and release any security, with or without the substitution of new collateral; (d) apply such security and direct the order or manner of sale thereof, including without limitation, any non-judicial sale permitted by the terms of the controlling security agreements, as Lender in its discretion may determine; (e) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or other guarantors on any terms or in any manner Lender may choose; and (f) determine how, when and what application of payments and credits shall be made on any other indebtedness owing by such other Borrower. Borrower and any other person who signs, guarantees or endorses this Agreement, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Agreement, and unless otherwise expressly stated in writing, no party who signs this Agreement, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral, or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Agreement are joint and several.

UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.


PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.

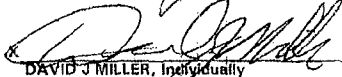
BORROWER:

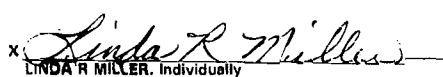
YAQUINA BAY COMMUNICATIONS, INC.

By: 
DAVID J MILLER, President/Secretary of YAQUINA
BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

By: 
DAVID J MILLER, President/Secretary of PACIFIC
WEST BROADCASTING, INC.


DAVID J MILLER, Individually

X 
LINDA R MILLER, Individually

CHANGE IN TERMS AGREEMENT
(Continued)

Loan No: 10050400

Page 3

LENDER:

OREGON COAST BANK

X 
Authorized Officer

LoanPro, Ver: 10.1.0.034 Copr. Finstar USA Corporation 1997, 2010. All Rights Reserved. OR 10CFR101010C.FC TR-8260 PA-1

CHANGE IN TERMS AGREEMENT

Principal \$118,532.04	Loan Date 02-01-2021	Maturity 10-31-2021	Loan No 10050400	Call / Coll 622	Account	Officer MAC	Initials MC
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER
PO BOX 1430
NEWPORT, OR 97365

Lender: Oregon Coast Bank
Main Office
909 SE Bay Blvd
P.O. Box 2280
Newport, OR 97365
(866) 833-6430

Principal Amount: \$118,532.04

Date of Agreement: February 1, 2021

DESCRIPTION OF EXISTING INDEBTEDNESS.

Original Note dated December 16, 2016 in the amount of \$110,000.00, together with all renewals of, modifications of, re-financings of, consolidations of, and substitutions for the Promissory Note or Agreement.

DESCRIPTION OF COLLATERAL.

UCC Financing Statement filed with the Oregon Secretary of State; File Date: December 15, 2009; File No: 8417746; Continuation Filed November 25, 2014 and November 20, 2019.

UCC1A Financing Statement filed with the Lincoln County Clerk's Office on December 11, 2009, File No: 2009-14151; Continuation Filed November 26, 2014 and November 27, 2019.

DESCRIPTION OF CHANGE IN TERMS.

The maturity date has been extended from October 31, 2020 to October 31, 2021.

A Change in Terms fee of \$100.00 will be added to the loan balance.

All other terms and conditions shall remain the same.

PROMISE TO PAY. YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER ("Borrower") jointly and severally promise to pay to Oregon Coast Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Eighteen Thousand Five Hundred Thirty-two & 04/100 Dollars (\$118,532.04), together with interest on the unpaid principal balance from January 17, 2021, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 8.250% per annum based on a year of 360 days, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in one principal payment of \$118,532.04 plus interest on October 31, 2021. This payment due on October 31, 2021, will be for all principal and all accrued interest not yet paid. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning February 28, 2021, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

INTEREST CALCULATION METHOD. Interest on this loan is computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this loan is computed using this method.

PREPAYMENT; MINIMUM INTEREST CHARGE. In any event, even upon full prepayment of this Agreement, Borrower understands that Lender is entitled to a minimum interest charge of \$150.00. Other than Borrower's obligation to pay any minimum interest charge, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Agreement, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Oregon Coast Bank, Main Office, 909 SE Bay Blvd, P.O. Box 2280, Newport, OR 97365.

LATE CHARGE. If a payment is 11 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$25.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this loan shall be increased by 3.000 percentage points. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the indebtedness.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or ability to perform Borrower's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Insolvency. The dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the indebtedness. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the indebtedness evidenced by this Note.

Change in Ownership. Any change in ownership of twenty-five percent (25%) or more of the common stock of Borrower.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Borrower, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Agreement and all accrued unpaid interest

CHANGE IN TERMS AGREEMENT
(Continued)

Loan No: 10050400

Page 2

immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Agreement if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

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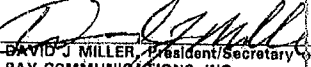
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UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US (LENDER) CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE.

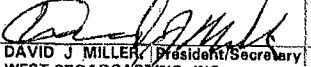
PRIOR TO SIGNING THIS AGREEMENT, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS AGREEMENT. EACH BORROWER AGREES TO THE TERMS OF THE AGREEMENT.


BORROWER:


YAQUINA BAY COMMUNICATIONS, INC.

By: 
DAVID J MILLER, President/Secretary of YAQUINA BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

By: 
DAVID J MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC.

X 
DAVID J MILLER, Individually

X 
LINDA R MILLER, Individually

LENDER:

OREGON COAST BANK

X _____
Authorized Officer

Loan Pro. Ver. 20.4.0.038 Copr. Fronts USA Corporation 1997, 2021 All Rights Reserved - QR 1 UCPILU1030C PC TR 1150 PR 1

COMMERCIAL SECURITY AGREEMENT

Principal	Loan Date	Maturity	Loan No	Coll / Coll	Account	Officer	Initials
\$110,000.00	12-16-2016	12-15-2017	10050400	522		200	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Grantor: YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER PO BOX 1430 NEWPORT, OR 97365	Lender: Oregon Coast Bank Main Office 909 SE Bay Blvd P.O. Box 2280 Newport, OR 97365 (866) 833-6430
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THIS COMMERCIAL SECURITY AGREEMENT dated December 16, 2016, is made and executed between YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER ("Grantor") and Oregon Coast Bank ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

All goods, inventory, equipment, accounts (including but not limited to all health-care-insurance receivables), chattel paper, instruments (including but not limited to all promissory notes), letter-of-credit rights, letters of credit, documents, deposit accounts, investment property, money, other rights to payment and performance, and general intangibles (including but not limited to all software and all payment intangibles); all oil, gas and other minerals before extraction; all oil, gas, other minerals and accounts constituting as-extracted collateral; all fixtures; all timber to be cut; all attachments, accessions, accessories, fittings, increases, tools, parts, repairs, supplies, and commingled goods relating to the foregoing property, and all additions, replacements of and substitutions for all or any part of the foregoing property; all insurance refunds relating to the foregoing property; all good will relating to the foregoing property; all records and data and embedded software relating to the foregoing property, and all equipment, inventory and software to utilize, create, maintain and process any such records and data on electronic media; and all supporting obligations relating to the foregoing property; all whether now existing or hereafter arising, whether now owned or hereafter acquired or whether now or hereafter subject to any rights in the foregoing property; and all products and proceeds (including but not limited to all insurance payments) of or relating to the foregoing property. Together with all collateral used to secure loan 10029941 as described in Commercial Security Agreement dated December 11, 2009 between David J. Miller; Linda R. Miller; Yaquina Bay Communications, Inc.; and Pacific West Broadcasting, Inc. (Borrower/Grantor) and Oregon Coast Bank (Lender) as well as UCC Financing Statements filed with the Oregon Secretary of State Numbered: 8034142, 8417746, and 6490401.

NOTICE - PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN, THE FURTHER ENCUMBERING OF WHICH MAY CONSTITUTE THE TORTIOUS INTERFERENCE WITH SECURED PARTY'S RIGHTS BY SUCH ENCUMBRANCER.

IN THE EVENT THAT ANY ENTITY IS GRANTED A SECURITY INTEREST IN DEBTOR'S ACCOUNTS, CHATTEL PAPER OR GENERAL INTANGIBLES CONTRARY TO THE ABOVE, THE SECURED PARTY ASSERTS A CLAIM TO ANY PROCEEDS THEREOF RECEIVED BY SUCH ENTITY

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

CROSS-COLLATERALIZATION. In addition to the Note, this Agreement secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the indebtedness is paid in full and even though for a period of time Grantor may not be indebted to Lender.

Notice to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management of any Corporation Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its certificate or articles of incorporation and bylaws do not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. At the time any account becomes subject to a security interest in favor of Lender, the account shall be a good and valid account representing an undisputed, bona fide indebtedness incurred by the account debtor, for merchandise held subject to delivery instructions or previously shipped or delivered pursuant to a contract of sale, or for services previously performed by Grantor with or for the account debtor. So long as this Agreement remains in effect, Grantor shall not, without Lender's prior written consent, compromise, settle, adjust, or extend payment under or with regard to any such Accounts. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been

made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts or general intangibles, the records concerning the Collateral) at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of Oregon, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substances. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement.

Grantor will promptly notify Lender of any change to Grantor's name or the name of any individual Grantor, any individual who is a partner for a Grantor, and any individual who is a trustee or settlor or trustor for a Grantor under this Agreement. Grantor will also promptly notify Lender of any change to the name that appears on the most recently issued, unexpired driver's license or state-issued identification card, any expiration of the most recently issued driver's license or state-issued identification card for Grantor or any individual for whom Grantor is required to provide notice regarding name changes.

GRANTOR'S RIGHT TO POSSESSION AND TO COLLECT ACCOUNTS. Until default and except as otherwise provided below with respect to accounts and above in the paragraph titled "Transactions Involving Collateral", Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. Until otherwise notified by Lender, Grantor may collect any of the Collateral consisting of accounts. At any time and even though no Event of Default exists, Lender may exercise its rights to collect the accounts and to notify account debtors to make payments directly to Lender for application to the Indebtedness. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or ability to perform Grantor's obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor or the dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the Oregon Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Grantor would be required to pay, immediately due and payable, without notice of any kind to Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Grantor, and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues. Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail

addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Grantor for any deficiency remaining on the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Grantor shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Oregon without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of Oregon.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Lincoln County, State of Oregon.

Joint and Several Liability. All obligations of Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

Preference Payments. Any monies Lender pays because of an asserted preference claim in Grantor's bankruptcy will become a part of the indebtedness and, at Lender's option, shall be payable by Grantor as provided in this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Waiver of Co-Obligor's Rights. If more than one person is obligated for the indebtedness, Grantor irrevocably waives, disclaims and relinquishes all claims against such other person which Grantor has or would otherwise have by virtue of payment of the indebtedness or any part thereof, specifically including but not limited to all rights of indemnity, contribution or exoneration.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response,

Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto or intended to protect human health or the environment.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum, including crude oil and any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Grantor is responsible under this Agreement or under any of the Related Documents. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Agreement.

Lender. The word "Lender" means Oregon Coast Bank, its successors and assigns.

Note. The word "Note" means the Note dated December 16, 2016 and executed by YAQUINA BAY COMMUNICATIONS, INC.; PACIFIC WEST BROADCASTING, INC.; DAVID J MILLER; and LINDA R MILLER in the principal amount of \$110,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.


GRANTOR HAS READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED DECEMBER 16, 2016.

GRANTOR:


YAQUINA BAY COMMUNICATIONS, INC.

By: 
DAVID J MILLER, President/Secretary of YAQUINA BAY COMMUNICATIONS, INC.

PACIFIC WEST BROADCASTING, INC.

By: 
DAVID J MILLER, President/Secretary of PACIFIC WEST BROADCASTING, INC.

X 
DAVID J MILLER, Individually

X 
LINDA R MILLER, Individually



State of Oregon
Initial Filing 12 Page(s)

8417746
12/15/09 02:14 PM
OR Sec. of State



9036502711

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULL

A. NAME & PHONE OF CONTACT AT FILER [optional]
CORPORATION SERVICE COMPANY 1-800-858-5294

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

46847629
Corporation Service Company
285 Liberty St. NE
Salem, OR 97301

Filed In: Oregon (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
YAQUINA BAY COMMUNICATIONS, INC.

OR 1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
PO BOX 1430 NEWPORT OR 97365 USA

1d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
CORP. OR 478297-83 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR 2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX
MILLER DAVID J

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
PO BOX 1430 NEWPORT OR 97365 USA

2d. **SEE INSTRUCTIONS** ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
INDIVIDUAL OR NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
OREGON COAST BANK

OR 3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
909 SE BAY BLVD. NEWPORT OR 97365 USA

4. This FINANCING STATEMENT covers the following collateral:
ALL INVENTORY, EQUIPMENT, ACCOUNTS (INCLUDING BUT NOT LIMITED TO ALL HEALTH-CARE-INSURANCE RECEIVABLES), CHATTEL PAPER, INSTRUMENTS (INCLUDING BUT NOT LIMITED TO ALL PROMISSORY NOTES), LETTER-OF-CREDIT RIGHTS, LETTERS OF CREDIT, DOCUMENTS, DEPOSIT ACCOUNTS, INVESTMENT PROPERTY, MONEY, OTHER RIGHTS TO PAYMENT AND PERFORMANCE, AND GENERAL INTANGIBLES (INCLUDING BUT NOT LIMITED TO ALL SOFTWARE AND ALL PAYMENT INTANGIBLES); ALL OIL, GAS AND OTHER MINERALS BEFORE EXTRACTION; ALL OIL, GAS, OTHER MINERALS AND ACCOUNTS CONSTITUTING AS-EXTRACTED COLLATERAL; ALL FIXTURES; ALL TIMBER TO BE CUT; ALL ATTACHMENTS, ACCESSIONS, ACCESSORIES, FITTINGS, INCREASES, TOOLS, PARTS, REPAIRS, SUPPLIES, AND COMMINGLED GOODS RELATING TO THE FOREGOING PROPERTY, AND ALL ADDITIONS, REPLACEMENTS OF AND SUBSTITUTIONS FOR ALL OR ANY PART OF THE FOREGOING PROPERTY; ALL INSURANCE REFUNDS RELATING TO THE FOREGOING PROPERTY; ALL GOOD WILL RELATING TO THE FOREGOING PROPERTY; ALL RECORDS AND DATA AND EMBEDDED SOFTWARE RELATING TO THE FOREGOING PROPERTY, AND ALL EQUIPMENT, INVENTORY AND SOFTWARE TO UTILIZE, CREATE, MAINTAIN AND PROCESS ANY SUCH RECORDS AND DATA ON ELECTRONIC MEDIA; AND ALL SUPPORTING OBLIGATIONS RELATING TO THE FOREGOING PROPERTY; ALL WHETHER NOW EXISTING OR HEREAFTER ARISING, WHETHER NOW OWNED OR HEREAFTER ACQUIRED OR WHETHER NOW OR HEREAFTER SUBJECT TO ANY RIGHTS IN THE FOREGOING PROPERTY; AND ALL PRODUCTS AND PROCEEDS (INCLUDING BUT NOT LIMITED TO ALL INSURANCE PAYMENTS) OF OR RELATING TO THE FOREGOING PROPERTY; TOGETHER WITH ALL PROPERTY DESCRIBED IN ATTACHED EXHIBIT "B"

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum. 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (if applicable) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

46847629

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
YAQUINA BAY COMMUNICATIONS, INC.

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

MILLER LINDA R

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

PO BOX 1430 NEWPORT OR 97365 USA

11d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION 11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any

INDIVIDUAL OR NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional collateral description:

NOTICE - PURSUANT TO AN AGREEMENT BETWEEN DEBTOR AND SECURED PARTY, DEBTOR HAS AGREED NOT TO FURTHER ENCUMBER THE COLLATERAL DESCRIBED HEREIN, THE FURTHER ENCUMBERING OF WHICH MAY CONSTITUTE THE TORTIOUS INTERFERENCE WITH SECURED PARTY'S RIGHTS BY SUCH ENCUMBRANCER.

IN THE EVENT THAT ANY ENTITY IS GRANTED A SECURITY INTEREST IN DEBTOR'S ACCOUNTS, CHATTEL PAPER OR GENERAL INTANGIBLES CONTRARY TO THE ABOVE, THE SECURED PARTY ASSERTS A CLAIM TO ANY PROCEEDS THEREOF RECEIVED BY SUCH ENTITY

17. Check only if applicable and check only one box.

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction — effective 30 years

Filed in connection with a Public-Finance Transaction — effective 30 years

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME
YAQUINA BAY COMMUNICATIONS, INC.

OR

9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME
PACIFIC WEST BROADCASTING, INC.

OR

11b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

11c. MAILING ADDRESS
PO BOX CITY **NEWPORT** STATE **OR** POSTAL CODE **97365** COUNTRY **USA**

11d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 11e. TYPE OF ORGANIZATION **CORP** 11f. JURISDICTION OF ORGANIZATION **OREGON** 11g. ORGANIZATIONAL ID #, if any **437327-83** NONE

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

12c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction — effective 30 years
 Filed in connection with a Public-Finance Transaction — effective 30 years

EXHIBIT "B"

PERSONAL PROPERTY REPORT

DATED 10/23/2008

DETAIL LISTING

PACIFIC WEST BROADCASTING INC &
 KBCH/KCRF/KNCU RADIO &
 MILLER DAVID PRES
 PO BOX 1430
 NEWPORT, OR 97365

2008-09

P112718

07-11-15-DB-12101-00

412

SITUS: 820 SE HWY 101, SUITE C
 LINCOLN CITY, OR 97367

Seg Num.	Type..	Description.....	Depr Code	Ef Yr	Dep.	# Us	Unit Cost	Total Cost	RMV.....	Sch
OTHER EQUIPMENT										
1	02	GENERAL OFFICE SU	N	03	100%	1	40	40		40.1
2	04	MISC MUSIC BOOKS	N	03	100%	1	360	360		360.1
3	05	SHELF UNIT 60X14X	N	00	100%	1	15	15		20.1
4	05	RECORD SHELF UNTI	N	00	100%	1	15	15		20.1
5	05	RECORD SHLEF UNIT	N	00	100%	1	15	15		20.1
6	05	CD SHELF UNTI 48X	N	00	100%	1	15	15		20.1
7	05	SHELF UNTI 36X48	N	00	100%	2	12	25		30.1
8	05	TABLE UNIT 48X36	N	00	100%	4	20	80		80.1
9	05	SM TABLE 36X24	N	00	100%	1	20	20		20.1
10	05	CHAIRS SWIVEL	M	00	60%	5	20	100		60.1
11	05	CHAIRS SIDE	N	00	100%	5	10	50		50.1
12	05	TURNTABLE TECHNIC	H	00	37%	2	50	100		40.1
13	05	AMPLIFIER REALIST	H	00	37%	1	25	25		10.1
14	05	MICROPHONE HOLDER	N	01	100%	3	5	15		20.1
15	05	MICROPHONE EV	M	00	60%	2	100	200		120.1
16	05	TAPE RECORDER SON	H	00	37%	1	40	40		10.1
17	05	MICROPHONE EV	M	00	60%	2	62	125		80.1
18	05	EASEL CHALKBOARD	M	00	60%	1	20	20		10.1
19	05	DRI-ERASE WHITEBO	N	00	100%	2	7	15		20.1
20	05	SPEAKER-BOOKSHELF	N	00	100%	4	10	40		40.1
21	05	AM/FM CASSETTE SY	N	00	37%	1	20	20		10.1
22	05	CHALKBOARD DOUBLE	N	00	100%	1	25	25		30.1
23	05	DESK 2DRW METAL S	N	00	100%	1	25	25		30.1
24	05	REFRIGERATOR GOLD	H	00	37%	1	40	40		10.1
25	05	MICROWAVE DYNAAV	H	00	37%	1	40	40		10.1
26	05	COFFEE MAKER MR C	H	00	37%	1	20	20		10.1
27	05	VACUUM CLEANER EU	N	00	100%	1	20	20		20.1
28	05	TYPEWRITER TABLE	N	00	100%	1	10	10		10.1
29	05	DESK STUDENT SM	N	00	100%	1	10	10		10.1
30	05	FILE CABINET 2DRW	N	00	100%	1	40	40		40.1
31	05	RADIO AM/FM CRAIG	H	00	37%	1	20	20		10.1
32	05	ALL OTHER PROPERT	H	00	37%	1	20	20		10.1
33	05	HONDA GENERATOR	M	00	60%	1	300	300		180.1
34	05	DESK 5DRW 60X30	N	00	100%	2	25	50		50.1
35	05	TELEPHONE RADIO S	D	00	30%	5	160	800		240.1
36	05	TAPE CARTRIDGE RE	H	00	37%	1	100	100		40.1
37	05	TURNTABLE TECHNIC	H	00	37%	1	50	50		20.1
38	05	BULK TAPE ERASER	H	00	37%	1	25	25		10.1
39	05	TABLE UNIT 30X30	M	00	60%	1	20	20		10.1
40	05	CORK BOARD 36X24	M	00	60%	3	10	30		20.1
41	05	CORK BOARD 48X36	M	00	60%	1	10	10		10.1
42	05	EQUIPMENT STAND M	M	00	60%	1	20	20		10.1

PERSONAL PROPERTY REPORT

DATED 10/23/2008

DETAIL LISTING

PACIFIC WEST BROADCASTING INC &
 KBCH/KCRF/KNCU RADIO &
 MILLER DAVID PRES
 PO BOX 1430
 NEWPORT, OR 97365

2008-09

P112718

07-11-15-DB-12101-00

412

SITUS: 820 SE HWY 101, SUITE C
 LINCOLN CITY, OR 97367

Seg Num.	Type..	Description.....	Depr Code	Ef Yr	Dep.	# Us	Unit Cost	Total Cost	RMV.....	Sch
43	05	SCANNER RADIO REA	D	00	30%	1	50	50	20	1
44	05	SCANNER RADIO REA	D	00	30%	1	75	75	20	1
45	05	COMPUTER SYSTEM S	C	00	7%	1	150	150	10	1
46	05	MICROPHONE STAND	M	00	60%	1	15	15	10	1
47	05	MICROPHONE SUPER	M	00	60%	1	75	75	50	1
48	05	CLOCK/TIMER RADIX	H	00	37%	1	100	100	40	1
49	05	AM/FM RADIO OPTIM	H	00	37%	2	50	100	40	1
50	05	TAPE RECOPRDER OT	H	00	37%	1	500	500	190	1
51	05	EQUIP RACK 42"	M	00	60%	1	70	70	40	1
52	05	BROADCAST CONSOLE	H	00	37%	1	500	500	190	1
53	05	TELEPHONE INTERFA	D	00	30%	1	100	100	30	1
54	05	MEDIA CLEANING KI	N	00	100%	1	10	10	10	1
55	05	TAPE RECORDER REA	H	00	37%	1	5	5	0	1
56	05	CLOCK WALL BATTER	H	00	37%	2	5	10	0	1
57	05	WASTEPAPER CONTAI	M	00	60%	2	3	6	0	1
58	05	WASTEPAPER CONTAI	M	00	60%	3	3	9	10	1
59	05	DESK/CABINET UNIT	M	00	60%	1	25	25	20	1
60	05	DESK/EXECUTIVE 6D	M	00	60%	1	25	25	20	1
61	05	SHELF UNIT 48X30	M	00	60%	1	25	25	20	1
62	05	SHELF UNIT 30X60	M	00	60%	1	25	25	20	1
63	05	DESK LAMP FLOURES	M	00	60%	1	10	10	10	1
64	05	POWER STRIPS	M	00	60%	6	3	18	10	1
65	05	COMPUTER SYSTEM H	C	00	7%	1	700	700	50	1
66	05	FILE CABINET 2DRW	M	00	60%	2	25	50	30	1
67	05	FILE CABINET 2DRW	M	00	60%	2	25	50	30	1
68	05	CARPET PROTECTOR	M	00	60%	4	5	20	10	1
69	05	WIRE CHASE PLASTI	M	00	60%	2	5	10	10	1
70	05	LOVESEAT	M	00	60%	1	50	50	30	1
71	05	END TABLE WOOD/GL	M	00	60%	1	20	20	10	1
72	05	FIRST AID KIT SM	M	00	60%	1	5	5	0	1
73	05	FIRE EXTINGUISHER	M	00	60%	1	5	5	0	1
74	05	AM/FM RADIO CASSE	M	00	60%	1	10	10	10	1
75	05	JVC DVD PLAYERS	H	02	45%	2	100	200	90	1
76	05	CARTRIDGE TAPE PL	H	00	37%	1	150	150	60	1
77	05	SPORTS BAG EQUIP	H	00	37%	1	200	200	70	1

TOTAL RMV

\$3,020

PERSONAL PROPERTY REPORT

DATED 10/23/2008

DETAIL LISTING

YAQUINA BAY COMMUNICATIONS INC &
 KNPT/KYTE RADIO &
 MILLER DAVID J - ATTN
 PO BOX 1430
 NEWPORT, OR 97365

2008-09 P147635
 11-11-08-BD-12000-00
 107

SITUS: 906 SW ALDER ST
 NEWPORT, OR 97365

Seg Num.	Type..	Description.....	Depr Code	Ef Yr	Dep.	# Us	Unit Cost	Total Cost	RMV.....	Sch
LEASED EQUIPMENT										
1	01	CA225/125	J	90	15%	1	1517	1517		1
		2ND PARTY: P514599 - COCA-COLA ENTERPRISES INC								
OTHER EQUIPMENT										
2	02	GENERAL OFFICE SU	N	03	100%	1	100	100	100	1
3	02	MAINTENANCE SUPPL	N	03	100%	1	20	20	20	1
4	02	SPARE PARTS	N	03	100%	1	200	200	200	1
5	04	MUSIC LIBRARY	N	03	100%	1	4000	4000	4000	1
6	05	POT INST FIELD ST	N	87	100%	1	200	200	80	1
7	05	CITIZEN PRINTER	C	93	7%	1	149	149	10	1
8	05	TALL EQUIP RACK	M	87	30%	1	50	50	20	1
9	05	MOSLEY 606 STL	M	87	30%	1	5583	5583	1670	1
10	05	MOSLEY 505 STL	M	87	30%	1	1125	1125	340	1
11	05	CHAIRS KIT TYPE	M	87	30%	2	50	100	30	1
12	05	CARD TABLE	N	87	100%	1	15	15	20	1
13	05	MARTI RPT 2	M	91	30%	1	556	556	170	1
14	05	RECLINER	M	88	30%	1	350	350	110	1
15	05	REFRIGERATOR	H	87	30%	1	150	150	50	1
16	05	MICROWAVE OVEN	H	97	30%	1	100	100	30	1
17	05	SM DINETTE SET W/	M	87	30%	1	50	50	20	1
18	05	BOOKCASE	N	87	100%	1	20	20	20	1
19	05	4DWR FILING CABIN	N	87	100%	1	35	35	40	1
20	05	2DWR FILE CABINET	N	87	100%	1	35	35	15	1
21	05	2DWR FILING CABIN	M	87	30%	1	30	30	15	1
22	05	WOOD DESK	M	87	30%	1	155	155	50	1
23	05	EXEC CHAIR	M	87	30%	1	50	50	20	1
24	05	STACKING CHAIRS	N	87	100%	2	12	24	20	1
25	05	2DWR FILING CABIN	M	87	30%	6	210	1260	380	1
26	05	SONY AM/FM CASSET	H	88	30%	1	50	50	20	1
27	05	TEXAS INST CALC	E	88	25%	1	40	40	10	1
28	05	FLOOR HEATER	N	87	100%	1	15	15	20	1
29	05	METAL SHELVING UN	M	87	30%	1	53	53	20	1
30	05	WOOD CHAIRS WITH	M	87	30%	3	45	135	40	1
31	05	WOOD DESKS	M	87	30%	3	70	210	60	1
32	05	HOMEMADE TAPE RAC	M	87	30%	4	60	240	70	1
33	05	TABLES	M	87	30%	2	30	60	20	1
34	05	STEREO MAXX	M	87	30%		1642	1642	490	1
35	05	QEI TM MONITOR	M	87	30%	1	3000	3000	900	1
36	05	PATCH BAYS MON	M	87	30%	4	60	240	470	1
37	05	NAT'L ELECTRA RF	M	87	30%	1	938	938	280	1
38	05	PROF DIST AMP	M	87	30%	1	200	200	60	1
39	05	TALL EQUIP RACK	M	87	30%	1	50	50	20	1

PERSONAL PROPERTY REPORT

DATED 10/23/2008

DETAIL LISTING

YAQUINA BAY COMMUNICATIONS INC &
 KNPT/KYTE RADIO &
 MILLER DAVID J - ATTN
 PO BOX 1430
 NEWPORT, OR 97365

2008-09

P147635

11-11-08-BD-12000-00

107

SITUS: 906 SW ALDER ST
 NEWPORT, OR 97365

Seg Num.	Type..	Description.....	Depr Code	Ef Yr	# Dep.	Us	Unit Cost	Total Cost	RMV.....	Sch
40	05	STENO CHAIRS	M	87	30%	10	225	2250	680	1
41	05	8' LADDER	N	87	100%	1	35	35	40	1
42	05	TOOL CHESTS	M	92	30%	1	100	100	30	1
43	05	METAL DESKS	M	87	30%	2	113	226	70	1
44	05	PANASONIC VACUUM	H	91	30%	1	150	150	50	1
45	05	METAL CLOSET	M	87	30%	1	100	100	30	1
46	05	MARTI RPU XMTRS	M	87	30%	1	844	844	250	1
47	05	SHURE MIXERS	M	87	30%	1	525	525	160	1
48	05	SPARTA TURNTABLES	M	87	30%	1	150	150	50	1
49	05	ARRAKAS CONSOLE	M	87	30%	1	525	525	160	1
50	05	REVOX PR99 R/R TA	M	87	30%	2	1500	3000	900	1
51	05	A-LINE EQUIP RACK	M	87	30%	4	126	504	150	1
52	05	SPART BULK TAPE E	M	87	30%	1	30	30	10	1
53	05	STACKING CHAIRS	M	87	30%	8	42	336	100	1
54	05	STEREO SPEAKERS	M	87	30%	6	300	1800	540	1
55	05	TAPE RACK	N	87	100%	1	5	5	10	1
56	05	MED EQUP RACK	M	87	30%	1	70	70	20	1
57	05	BE TURNTABLES	M	87	30%	3	300	900	270	1
58	05	TAD 2 WAY RADIOS	M	87	30%	1	270	270	80	1
59	05	HARRIS CONSOLES	M	87	30%	1	3938	3938	1180	1
60	05	SANYO AM/FM REC	M	87	30%	1	75	75	20	1
61	05	SENNHEISER MD421	M	87	30%	1	125	125	40	1
62	05	AT 812 MICS	M	87	30%	3	100	300	90	1
63	05	BE CONSOLE	M	88	30%	1	1100	1100	330	1
64	05	REALISTIC SCANNER	M	87	30%	1	75	75	20	1
65	05	LUXOR MIC STANDS	M	87	30%	5	25	128	40	1
66	05	SHURE STEREO PREA	M	87	30%	6	54	324	100	1
67	05	2DWR DESK	M	87	30%	1	60	60	20	1
68	05	WOOD DESKS	M	87	30%	4	155	620	190	1
69	05	4DWR FILING CABIN	M	87	30%	2	100	200	60	1
70	05	BLACKBOARD HOME	N	87	100%	1	20	20	20	1
71	05	PAPER CUTTER	M	87	30%	1	15	15	0	1
72	05	OAK ARM CHAIRS	M	87	30%	1	75	75	20	1
73	05	QUANTUM PHONE SYS	D	87	30%	1	1800	1800	540	1
74	05	SM BOOKCASE	M	88	30%	1	40	40	10	1
75	05	COMPUTER DESK	M	88	30%	1	125	125	40	1
76	05	SWINTEC ELECTRIC	H	88	30%	1	320	320	100	1
77	05	3DWR CLOSET CABIN	M	87	30%	1	125	125	40	1
78	05	GOOSENECK LIGHT	N	87	100%	1	5	5	10	1
79	05	SHORT METAL EQUIP	M	87	30%	2	40	80	20	1
80	05	PEG BOARDS	M	87	30%	6	15	90	30	1
81	05	MARTI RCVR 450MHZ	M	92	30%	1	706	706	210	1
82	05	SENNHEISER MIC	M	92	30%	1	340	340	100	1

PERSONAL PROPERTY REPORT

DATED 10/23/2008

DETAIL LISTING

YAQUINA BAY COMMUNICATIONS INC &
 KNPT/KYTE RADIO &
 MILLER DAVID J - ATTN
 PO BOX 1430
 NEWPORT, OR 97365

2008-09

P147635

11-11-08-BD-12000-00

107

SITUS: 906 SW ALDER ST
 NEWPORT, OR 97365

Seg Num.	Type..	Description.....	Depr Code	Ef Yr	Dep.	# Us	Unit Cost	Total Cost	RMV.....	Sch
83	05	SCA GENERATOR	M	90	30%	1	500	500	150	1
84	05	MIC COMPR/LIMITER	M	91	30%	1	235	235	70	1
85	05	SCANNER	D	91	30%	1	123	123	40	1
86	05	25HZ GENERATOR	M	90	30%	1	432	432	130	1
87	05	PRODUCTION MIC	M	90	30%	1	170	170	50	1
88	05	LARSON YAGI ANT 4	M	92	30%	2	118	236	70	1
89	05	SAGE EAS UNIT	M	97	51%	1	1800	1800	920	1
90	05	SAGE EAS RELAY	M	97	51%	2	450	900	460	1
91	05	OPTIMUS CASS DUB	M	92	30%	1	302	302	90	1
92	05	TELOS ONE	M	92	30%	1	984	984	300	1
93	05	CITIZEN GX30 PRNT	C	92	7%	1	246	246	20	1
94	05	SENNHEISER MIC	M	93	30%	1	320	320	100	1
95	05	25HZ SENSOR	M	93	30%	2	367	734	220	1
96	05	DISTRIB AMP	M	93	30%	1	112	112	30	1
97	05	RADIX DIST AMP	M	94	37%	1	357	357	130	1
98	05	SHURE MIC	M	94	37%	1	112	112	40	1
99	05	VIDEO CAM/MONITOR	M	94	37%	1	311	311	120	1
100	05	UPS BACK-UP	H	94	30%	1	350	350	110	1
101	05	SYMPHONIC VCR	B	94	30%	1	149	149	40	1
102	05	SPORTS RADIO	H	95	30%	1	90	90	30	1
103	05	CONEX 25HZ TONE D	M	94	37%	1	159	159	60	1
104	05	LUXOR TV & 2 VCR'	H	95	30%	1	440	440	130	1
105	05	MCCULLOCH CHAINSA	B	95	30%	1	140	140	40	1
106	05	OPTI/UPS	H	97	30%	2	190	380	110	1
107	05	AEQ CODEC PWB	M	98	54%	2	1379	2758	1490	1
108	05	ADTRAN SCU/DSU PW	M	98	54%	2	127	255	140	1
109	05	OPTIMOD (UQ2) PWB	M	00	60%	1	3000	3000	1800	1
110	05	CELL PHONE W/INTF	D	93	30%	1	250	250	80	1
111	05	SILICON VALLEY AM	H	01	39%	1	3276	3276	1280	1
112	05	DU ON AIR/PROD	C	01	7%	1	33792	33792	2370	1
113	05	SMARTLINK UPS	H	01	39%	1	280	280	110	1
114	05	APD500 BACKUP	H	02	45%	1	180	180	80	1
115	05	VIRTEX SAT RCVRS	H	02	45%	2	1000	2000	900	1
116	05	CELLJACK 11	D	02	30%	1	318	318	100	1
117	05	DUAL SAT CONTR	H	02	45%	1	275	275	120	1
118	05	SMALL COFFEE TABL	N	87	100%	1	25	25	30	1
119	05	JVC DVD PLAYERS	H	02	45%	4	100	400	180	1
120	05	CELLJACK II TDO	D	02	30%	1	318	318	100	1
121	05	APC BACKUPS	H	02	45%	2	110	220	100	1
122	05	BROTHER FAX/COPIE	D	05	47%	1	398	398	190	1
123	05	DELL TRAFFIC COMP	C	04	10%	1	650	650	70	1
124	05	DELL NEWS COMPUTE	C	05	19%	1	400	400	80	1
125	05	DELL MGR COMPUTER	C	05	19%	1	550	550	100	1

PERSONAL PROPERTY REPORT

DATED 10/23/2008

DETAIL LISTING

YAQUINA BAY COMMUNICATIONS INC &
 KNPT/KYTE RADIO &
 MILLER DAVID J - ATTN
 PO BOX 1430
 NEWPORT, OR 97365

2008-09 P147635
 11-11-08-BD-12000-00
 107

SITUS: 906 SW ALDER ST
 NEWPORT, OR 97365

Seg Num.	Type..	Description.....	Depr Code	Ef Yr	Dep. Us	#	Unit Cost	Total Cost	RMV.....	Sch
126	05	KYTE OPTIMOD	C	05	19%	1	1500	1500	290	1
127	05	EPSON PRINTER	C	05	19%	1	186	186	40	1
128	05	MACKIE 16CH CONSO	M	06	83%	1	566	566	470	1

TOTAL RMV

~~\$29,920~~

HP 8220 Printer (used)
Sylvania DVD Player
Mackie 14 Channel Console w/controls

300⁰⁰
60⁰⁰
695⁰⁰

\$30975⁰⁰

PERSONAL PROPERTY REPORT

DATED 10/23/2008

DETAIL LISTING

PACIFIC WEST BROADCASTING INC &
 KBCH/KCRF/KNCU RADIO &
 MILLER DAVID PRES
 PO BOX 1430
 NEWPORT, OR 97365

2008-09 P520201
 07-11-01-C0-02001-00
 490

SITUS: 3330 NE EAST DEVILS LAKE RD

Seg Num.	Type..	Description.....	Depr Code	Ef Yr	# Dep.	Us	Unit Cost	Total Cost	RMV.....	Sch
OTHER EQUIPMENT										
1	05	EQUIPMENT RACK	M	00	60%	1	30	30	20	1
2	05	UPS	H	00	37%	1	20	20	10	1
3	05	SINE REMOTE & PRI	H	00	37%	1	430	430	160	1
4	05	GENERATOR	M	02	66%	1	495	495	330	1
5	05	BE 1 KW AM XMTR	M	99	57%	1	13000	13000	7410	1
6	05	OPTIMOD AM PWB	N	83	100%	1	750	750	750	1

Optimed 9200 (used)

TOTAL RMV

~~\$8,680~~

~~2000⁰⁰~~

10,600⁰⁰

DETAIL LISTING

PERSONAL PROPERTY REPORT

DATED 10/23/2008

PACIFIC WEST BROADCASTING INC &
 KBCH/KCRF/KNV RADIO &
 MILLER DAVID PRES
 PO BOX 1430
 NEWPORT, OR 97365

2008-09

P520202

09-11-29-00-00500-23

132

SITUS: 4690 S HWY 101

Seg Num.	Type..	Description.....	Depr Code	Ef Yr	# Dep.	Us	Unit Cost	Total Cost	RMV.....	Sch
OTHER EQUIPMENT										
1	05	STL TMTR/RCVR	H	00	37%	1	2000	2000	740	1
2	05	OPTIMOD PROCESSOR	H	00	37%	1	2000	2000	740	1
3	05	EQUIPMENT RACK	M	00	60%	1	20	20	10	1
4	05	BE 3.5KW FM XMTR	M	04	74%	1	12500	12500	9250	1
5	05	RCA 20KW FM XMTR	M	01	63%	1	7000	7000	4410	1
6	05	U92 ANTENA	M	00	60%	1	2500	2500	1500	1
7	05	KCRF ANTENA	M	01	63%	1	4500	4500	2840	1
8	05	CONTINETAL 35KW F	M	86		1	0	0	0	1
9	05	JAMPRO 4BAY FM AN	M	90		1	0	0	0	1
10	05	PR STL ANTENAE	N	87		1	0	0	0	1
11	05	SINE SYSTEM REMOT	M	92	30%	1	1143	1143	340	1
12	05	PORTABLE FAN	N	87	100%	1	10	10	10	1
13	05	MARTI 161 RCVR	M	92	30%	1	763	763	230	1
14	05	CITIZEN PRINTER	N	93	100%	1	149	149	150	1
15	05	UPS BACK UP	H	93	30%	1	335	335	100	1
16	05	LAMARCH BATTERY C	M	94	37%	1	210	210	80	1
17	05	BE EXCITER BACKUP	H	02	45%	1	450	450	200	1
18	05	ELECT FUEL TRANSF	H	07	83%	1	156	156	130	1
TOTAL RMV									\$20,730	

PERSONAL PROPERTY REPORT

DATED 10/23/2008

DETAIL LISTING

YAQUINA BAY COMMUNICATIONS INC &
 KNPT/KYTE RADIO &
 MILLER DAVID J PRES
 PO BOX 1430
 NEWPORT, OR 97365

2008-09 P520203
 11-11-11-00-01103-00
 230

SITUS: 3422 HWY 20

Seg Num.	Type..	Description.....	Depr Code	Ef Yr	Dep. Us	# Us	Unit Cost	Total Cost	RMV.....	Sch
OTHER EQUIPMENT										
1	05	STENO CHAIR	N	87	100%	1	25	25	30	1
2	05	METAL DESK	N	87	100%	1	45	45	50	1
3	05	POT INST ANT MONI	N	87	100%	1	2250	2250	2250	1
4	05	SHORT EQUIP RACK	N	87	100%	1	35	35	40	1
5	05	TELEPHONE	D	88	30%	1	22	22	10	1
6	05	SINE SYSTEMS REMO	M	92	30%	1	1143	1143	340	1
7	05	WET/DRY SHOP VAC	N	87	100%	1	15	15	20	1
8	05	UPS BACK-UP	H	93	30%	1	335	335	100	1
9	05	CITIZEN PRINTER	C	93	7%	1	149	149	10	1
10	05	OPTIMOD AM	H	00	37%	1	1638	1638	610	1
11	05	GATES 5KW AM XMTR	M	91		1	0	0	0	1
12	05	KINTRONICS AM PHA	M	83		1	0	0	0	1

TOTAL RMV \$3,460



UCC-3

STATE OF OREGON
Corporation Division - UCC
255 Capitol Street NE, Suite 151
Salem, Or 97310-1327
(503) 986-2200
FilingInOregon.com

Oregon Secretary of State
Filing Number: 8417746-1
Filing Date: Nov 25, 2014 09:50 AM
Filed Electronically

Action: Continuation

Filer Information
Corporation Service Company, 801 Adlai Stevenson Dr,
Springfield, IL 62703

Optional Filer Reference Data
92366423

Filer Authorization
OREGON COAST BANK (SP)

EXHIBIT JJ
PAGE 1 OF 1



UCC-3

STATE OF OREGON
Corporation Division - UCC
255 Capitol Street NE, Suite 151
Salem, Or 97310-1327
(503) 986-2200
FilingInOregon.com

Oregon Secretary of State
Filing Number: 8417746-2
Filing Date: Nov 20, 2019 03:33 PM

Filed Electronically

Action: Continuation

Filer Information
Corporation Service Company, 801 Adlai Stevenson Dr,
Springfield, IL 62703

Optional Filer Reference Data
171399403

Filer Authorization
OREGON COAST BANK (Secured Party)

EXHIBIT KK
PAGE 1 OF 1