

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
MCI Telecommunications  
Corporation  
1133 19th Street, N.W.  
Washington, D.C. 20036

2. Secured Party(es) and address(es)  
The Connecticut Bank and Trust  
Company, National Association, as  
Owner Trustee u/t/a dated as of  
8/14/87, One Constitution Plaza,  
Hartford, CT 06115

3. Maturity date (if any):

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

INSTRUMENT NO. 2265

FILED BY NAIL CODE CORP.

AT 12:40 P.M. SEPT. 01, 1987

*John Rep.*

4. This financing statement covers the following types (or items) of property:

All estate, right, title and interest now held  
or hereafter acquired by Debtor in and to the  
Purchased Items, as defined in the attached  
financing statement, and all proceeds thereof.

5. Assignee(s) of Secured Party and  
Address(es)

Wilmington Trust  
Company  
Rodney Square North  
Wilmington, DE 19890

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:  
County Auditor  
Skamania, Washington

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

MCI Telecommunications Corporation

The Connecticut Bank and Trust Company,  
National Association as Owner Trustee

By: *TF*  
Signature(s) of Debtor(s)  
(1) Filing Officer Copy-Alphabetical

By: *DR*  
Title: *President*  
Signature(s) of Secured Parties  
(For Use In Most States)

STANDARD FORM - FORM UCC-1.

(FORM (2))

[Series C]

FINANCING STATEMENT

1. Name and Address of Debtor:

MCI Telecommunication Corporation, a Delaware corporation, as Lessee.

1133 19th Street, N.W.  
Washington, DC 20036

2. Name and Address of Secured Party:

The Connecticut Bank and Trust Company, National Association, a national banking association, solely as trustee under the Owner Trust Agreement, and its successors and permitted assigns:

One Constitution Plaza  
Hartford, Connecticut 06115

3. Name and Address of Assignee:

Wilmington Trust Company, a Delaware banking corporation, as Agent, and its permitted successors and assigns:

Wilmington Trust Center  
Rodney Square North  
Wilmington, Delaware 19890

Registered   
Indexed,   
Indirect   
Filmed   
Mailed

4. The Definitions of Certain Capitalized Terms Used in This Financing Statement Are as Follows:

"Affiliate" of any Person shall mean any other Person directly or indirectly controlling, directly or indirectly controlled by or under direct or indirect common control with such Person.

"Agent" shall mean Wilmington Trust Company, a Delaware banking corporation, in its capacity as agent for the Note-holders, and its permitted successors in that capacity.

"Bill of Sale" shall mean each bill of sale dated as of the Closing Date, confirming the sale and transfer of the Purchased Items purchased on the Closing Date from the Lessee by the Owner Trustee.

"Components" shall mean appliances, parts, instruments, appurtenances, accessories, furnishings, equipment and other property of whatever nature that may from time to time be incorporated in any Purchased Item.

"Equipment" shall mean any Transmission Equipment, and/or Multiplex Systems, in each case as used in the communications business of Lessee or its Affiliates.

"Granting Clause Documents" shall mean the Lease, the Bills of Sale, and the Guarantee (to the extent it relates to the Lease), including without limitation, the rights of Owner Participant thereunder to the extent assigned to Owner Trustee pursuant to Section 4.04(h) of the Participation Agreement, and the right to receive amounts payable under Section 4.01(s) of the Participation Agreement.

"Guarantee" shall mean the Guarantee dated as August 14, 1987, by the Guarantor in favor of the Owner Trustee, Agent and the Participants, as such Guarantee may be amended, modified or supplemented from time to time.

"Guarantor" shall mean MCI Communications Corporation, a Delaware corporation, and its permitted successors and assigns.

"Lease" shall mean the Master Lease Agreement, dated as of August 14, 1987, between the Owner Trustee and Lessee, as the same may be amended, modified or supplemented (including any Supplement thereto) from time to time.

"Lessee" shall mean MCI Telecommunications Corporation, a Delaware corporation, and its permitted successors and assigns.

**"Loan Agreement"** shall mean the Loan and Security Agreement dated as of August 14, 1987, among the Owner Trustee, Agent and the Loan Participant, as the same may be amended, modified or supplemented from time to time.

**"Loan Participant"** shall mean the party listed on Schedule 1 to the Participation Agreement and its respective permitted successors, transferees and assigns.

**"Multiplex System"** shall mean any system or subsystem of digital multiplexing equipment and the shelf in which it is installed (but excluding the rack in which each such shelf is installed).

**"Notes"** shall mean the Series C Notes, substantially in the form of Exhibit 2 to the Loan Agreement, delivered by the Owner Trustee pursuant to Section 2.1 of the Loan Agreement, and shall include any note delivered in exchange therefor or in replacement thereof pursuant to Section 2.9 or 2.10 of the Loan Agreement.

**"Operative Documents"** shall mean the Participation Agreement, the Lease (including any Supplement), the Tax Indemnity Agreement, the Owner Trust Agreement, the Bills of Sale, the Guarantee, the Loan Agreement and the Notes.

**"Owner Participant"** shall mean Wells Fargo Leasing Corporation, a California corporation, and its successors and permitted assigns.

**"Owner Trust Agreement"** shall mean the Owner Trust Agreement, dated as of August 14, 1987, between the Owner Participant and the Owner Trustee, as the same may be amended, modified or supplemented from time to time.

**"Owner Trustee"** shall mean The Connecticut Bank and Trust Company, National Association, a national banking association, in its individual capacity only as expressly provided in Section 8.13 of the Participation Agreement, the second paragraph of Section 7.02 and the final sentence of Section 15.01 of the Lease, and Section 4.8 of the Loan Agreement, and otherwise solely as trustee under the Owner Trust Agreement, and its successors and permitted assigns.

**"Participants"** shall mean the Owner Participant and the Loan Participants, collectively.

**"Participation Agreement"** shall mean the Participation Agreement dated as of August 14, 1987, among the Lessee, the Agent, the Owner Trustee, and the Participants, as the same may

be amended, modified or supplemented from time to time in accordance with the provisions thereof.

"Purchased Item" shall mean any item of Equipment that the Owner Trustee shall purchase from and lease to the Lessee pursuant to the Operative Documents, and shall include any replacement thereof made by the Lessee in accordance with Section 15.05 of the Lease, but shall not include any replaced Component to which the Lessee acquires title pursuant to Section 10.02 of the Lease.

"Single Sideband Kit" shall mean the collection of items of electronic equipment, generally referred to in the industry as a "single sideband kit", that can be installed in an analog or digital microwave radio transmitter/receiver in order to increase its transmission and reception capability.

"Tax Indemnity Agreement" shall mean the Tax Indemnity Agreement dated as of August 14, 1987, among the Lessee and the Owner Participant, as the same may be amended, modified or supplemented from time to time.

"Transmission Equipment" shall mean any analog or digital microwave radio transmitters/receivers (together with associated baseband switches, filters and assorted peripheral items), Single Sideband Kits, antennae (together with associated hardware), electronic monitoring equipment or waveguide transmission media used to transfer signals between any such radio and antenna.

"Trust Estate" shall have the meaning specified in Section 2.02 of the Owner Trust Agreement.

5. This Financing Statement covers the following types (or items) of property:

All estate, right, title and interest now held or hereafter acquired by Debtor in and to the Purchased Items, and as further specified in the attached Schedule A, and all proceeds of the foregoing.

6. Copies of the documents referred to in the foregoing description of collateral are on file at the office of Secured Party, and information concerning its security interests may be obtained from that office. All capitalized terms used herein, unless otherwise defined in this financing statement, have the meanings specified in Appendix A of the Participation Agreement.

Schedule A  
to the  
Financing Statement

unofficial  
copy

Portland, WA Jct. - Chico, CA Jct.  
3:1 4 Ghz Digital

Project # 2052

112 digital radios and other associated radio equipment, antenna and fault alarm/orderwire equipment as more specifically described in the Bill of Sale relating thereto. Such Items of Equipment constitute all of the Equipment of such description at such sites over which revenue bearing commercial communications traffic first began to run during the period beginning on (and including) May 16, 1987 and ending on (and including) August 14, 1987. None of such Items of Equipment began to bear such traffic prior to May 16, 1987 or after August 14, 1987.

(i) The following is the Purchase Cost broken down by Items of Equipment:

Item	Cost
Radio	\$3,278,026
Antenna	1,689,525
Fault Alarm/Orderwire	42,994
Construction Cost	450,949
	-----
	\$5,461,494
	=====

(ii) The following are the site locations at which the above Items of Equipment are located (junctions and terminals are noted in parentheses):

Portland, WA (junction)  
Biddle Butte, WA  
Cook, WA  
Fir Ridge, OR  
Shaniko, OR  
Grizzly Mountain, OR  
Pine Mountain, OR  
Dead Indian Mountain, OR  
Spodue Mountain, OR  
Beth's Butte, OR (junction)  
Happy Camp, CA  
Halls Flat, CA  
Manzanita Lake, CA  
Willow, CA  
Chico, CA (junction)

Wells Fargo Leasing Corporation  
STRANGER MULTIPLEX EQUIPMENT  
August 14, 1987

(i) Digital multiplex equipment as more specifically described in the Bill of Sale relating thereto. Such Items of Equipment constitute all of the Equipment of such description at such sites over which revenue bearing commercial communications traffic first began to run during the period beginning on (and including) May 16, 1987 and ending on (and including) August 14, 1987. None of such Items of Equipment began to bear such traffic prior to May 16, 1987 or after August 14, 1987.

(ii) The following is the Purchase Cost broken down by Items of Equipment:

Item	Cost
Digital Multiplex	\$ 124,096 *****

(iii) The following are the site locations at which the above Items of Equipment are located:

Gonzalez Mills, CA

RECODER'S NOTE: PORTIONS OF THIS DOCUMENT POOR QUALITY FOR FILMING

Wells Fargo Leasing Corporation  
TELECOM TECH., INC. MULTIPLEX EQUIPMENT

August 14, 1997

(i) Digital multiplex equipment as more specifically described in the Bill of Sale relating thereto. Such Items of Equipment constitute all of the Equipment of of such description at such sites over which revenue bearing commercial communications traffic first began to run during the period beginning on (and including) May 16, 1997 and ending on (and including) August 14, 1997. None of such Items of Equipment began to bear such traffic prior to May 16, 1997 or after August 14, 1997.

(ii) The following is the Purchase Cost broken down by Items of Equipment:

Item	Cost
Digital Multiplex	\$ 34,900

(iii) The following are the site locations at which the above Items of Equipment are located:

Dominguez Hills, CA

RECORDER'S NOTE: PORTIONS OF THIS DOCUMENT POOR QUALITY FOR FILMING

Wells Fargo Leasing Corporation  
COLLINS MULTIPLEX EQUIPMENT  
August 14, 1987

(i) Digital Multiplex equipment as more specifically described in the Bill of Sale relating thereto. Such Items of Equipment constitute all of the Equipment of such description at such sites over which revenue bearing commercial communications traffic first began to run during the period beginning on (and including) May 16, 1987 and ending on (and including) August 14, 1987. None of such Items of Equipment began to bear such traffic prior to May 16, 1987 or after August 14, 1987.

(ii) The following is the Purchase Cost broken down by Items of Equipment:

Item	Cost
Digital Multiplex	\$ 25,280

(iii) The following are the site locations at which the above Items of Equipment are located:

Dominguez Hills, CA

RECORDER'S NOTE: PORTIONS OF THIS  
DOCUMENT POOR QUALITY FOR FILMING

THIS FINANCING STATEMENT is presented to filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (last name, first, and mailing address(es))

Skamania County Title Co., Inc.  
P. O. Box 277  
Stevenson, Wa. 98648

2. Secured Party(ies) and address(es)

Seattle-First National Bank  
Longview Branch  
P. O. Box 340  
Longview, Wa. 98632

No. of additional  
sheets presented

3. Maturity date  
(if any)

4. FOR FILING OFFICER ONLY  
RECEIPT NO. 2265

FILED BY SEATTLE BANK

10:00 A.M. NOV. 13, 1981.

*S. D. Bell*

DEPUTY COUNTY AUDITOR  
SKAMANIA COUNTY, WASH.

5. This Financing Statement covers the following types (or items) of property:  
(Use this space for Real Property description if required.)

All equipment and fixtures, including but not limited to desks, chairs, filing cabinets, office machines, title records, maps, microfilm, tract books and documents of any kind whatsoever, (the latter commonly known as "title plant"), now or hereafter owned or held by debtor.

6. Assignee(s) of Secured Party(ies)  
and address(es)

CHECK  IF COVERED  Proceeds of collateral are also covered  Products of collateral are also covered

Filed with: Auditor of Skamania County

The collateral described herein is brought into this state already subject to a security interest in the state of

SKAMANIA COUNTY TITLE CO., INC.

Seattle-First National Bank

By: J. Julian L. Beagle

SIGNATURE OF DEBTOR

Signature of Secured Party or Assignee of Record (Not Valid if  Adm.)

1 - FILING OFFICER-ALPHABETICAL

WASHINGTON STATE UCC

FORM APPROVED BY SECRETARY OF STATE (4-67)