

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

3. Maturity date (if any):

1 Debtor(s) (Last Name First) 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

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

Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

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

INSTRUMENT NO 2266
FILED BY MAIL CODE CORP
AT 12:45 PM SEPT 01, 1987
D. J. Dep.

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

All properties listed in the attached financing
statement, including, without limitation, (i) Purchased
Items, (ii) a Lease; (iii) a Guarantee; (iv) a
Participation Agreement; (v) Bills of Sale; and (vi)
proceeds thereof and rights relating thereto.

See attached financing statement.

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

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:

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

Wilmington Trust Company

By: 
Signature(s) of Debtor(s)

Title

By: 

Signature(s) of Secured Party(ies)

Title

1. Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

For Use In Most States

[SERIES C]

FINANCING STATEMENT

1. Name and Address of Debtor:

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

2. Name and Address of Secured Party:

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 S
Index V, Dir S
Indirect 37
Filmed _____
Mailed _____

3. 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 Noteholders, 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 of 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 Participant, 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.

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

All properties that are held or that hereafter become part of the Trust Estate held by Debtor pursuant to the Owner Trust Agreement, in which security interests have been created in favor of the Secured Party pursuant to the Loan Agreement, including but not limited to:

(a) 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 any substitutions therefor;

(b) all estate, right, title and interest now held or hereafter acquired by Debtor in, to, and under the Granting Clause Documents, including without limitation (i) all amounts of

Rent, property insurance proceeds and condemnation, requisition and other awards and payments of any kind for or with respect to the Purchased Items (including without limitation proceeds and payments received pursuant to the exercise of any of the remedies provided in Section 20.01 of the Lease and Stipulated Loss Value or Termination Value payments), and (ii) all rights of Debtor (except as provided in Sections 13 and 16.4 of the Loan Agreement) to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver, or approval or to take any other action under or in respect of any Granting Clause Document or to accept any surrender or redelivery of any Purchased Items or any part thereof, as well as all the rights, powers and remedies on the part of Debtor, whether acting under any Granting Clause Document or by statute or at law or in equity, or otherwise arising out of any Lease Default;

(c) all estate, right, title and interest now held or hereafter acquired by Debtor in and to all tolls, rents, issues, profits, products, revenues and other income and in and to all proceeds and payments, from or on account of the property, rights and privileges subjected or required to be subjected to the lien of the Loan Agreement;

(d) all estate, right, title and interest now held or hereafter acquired by Debtor in and to any right to restitution from any party to any of the Granting Clause Documents in respect of any determination of invalidity of any Granting Clause Document;

(e) all moneys and securities now or hereafter paid or deposited or required to be paid or deposited to, or with the Agent by or for the account of Debtor pursuant to any term of any Operative Document and held or required to be held by the Agent under the Loan Agreement;

(f) all other property of every kind and description, real, personal and mixed, and interests therein now held or hereafter acquired by Debtor pursuant to any term of any Granting Clause Document, wherever located and whether or not subjected to the lien of the Loan Agreement by agreement supplemental thereto; and

(g) all proceeds of the foregoing;

provided, however, that this Financing Statement shall not be construed as covering any Excepted Payments, and is subject to the rights of the Owner Trustee and Owner Participant under, without limitation, Sections 13, 16.1 and 16.4 of the Loan Agreement.

5. 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.

Unofficial
Copy

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
GRANGER MULTIFLEX EQUIPMENT
August 14, 1987

(i) Digital multiplex equipment as more specifically described in the Bill of Sale relating hereto. Each Item 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 15, 1987 and ending on (and including) August 14, 1987. None of such Items of Equipment began to bear such traffic prior to May 15, 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:

Dominquez Hills, CA

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

Wells Fargo Leasing Corporation
TELECOM TECH., INC. MULTIPLEX EQUIPMENT
August 14, 1987

(i) Digital multiplex equipment is more specifically described in the Bill of Sale relating hereto. Each Item of Equipment constitute all of the Equipment or 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	\$ 34,900
	=====

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

Dominguez Hills, CA

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DOCUMENT POOR QUALITY FOR FILMING

Wells Fargo Leasing Corporation
COLLINE MULTIPLEX EQUIPMENT
August 14, 1987

1. Digital multiplex equipment as more specifically described in the Bill of Sale relating thereto. Each Item 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.

(iii) 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
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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.

(1) 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. Each Item 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:

Dominquez Hills, CA

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Wells Fargo Leasing Corporation
TELECOM TECH., INC. MULTIPLEX EQUIPMENT
August 14, 1987

ii) Digital multiplex equipment as more specifically described in the Bill of Sale relating thereto. Such Items of Equipment constitute all of the Equipment of or 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.

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

Item	Cost
----	----
Digital Multiplex	\$ 34,900
	=====

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

Dominguez Hills, CA

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DOCUMENT POOR QUALITY FOR FILMING

Wells Fargo Leasing Corporation
COLLING MULTIMEDIA EQUIPMENT
August 14, 1987

1. Colling multimedia 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 15, 1987 and ending on (and including) August 14, 1987. None of such Items of Equipment began to bear such traffic prior to May 15, 1987 or after August 14, 1987.

2. The following is the Purchase Cost broken down by Items of Equipment:

Item	Cost
----	----
Digital Multitex	\$ 25,280
	=====

3. The following are the site locations at which the above Items of Equipment are located:

Dominquez Hills, CA

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