

PLEASE TYPE FORM.

This FIXTURE FILING is presented pursuant to the WASHINGTON UNIFORM COMMERCIAL CODE.

 LEASE - This filing is for informational purposes only. The terms debtor and secured party are to be construed as LESSEE and LESSOR. CONSIGNMENT - This filing is for informational purposes only. The terms debtor and secured party are to be construed as CONSIGNEE and CONSIGNOR.

1. DEBTOR(S) (or assignor(s))

(last name first, and address(es))

WILMINGTON TRUST COMPANY, as Owner
Trustee and WILLIAM J. WADE, as
Cotrustee
Rodney Square North
Wilmington, DE 19890

2. FOR OFFICE USE ONLY

INSTRUMENT NO. 2449

FILED BY GARY N. ACKERMAN
AT 1:05 P.M. JUNE 1, 1987DEPUTY COUNTY AU
SKAMANIA COUNTY4. SECURED PARTY(IES) (or assignee(s))
(name and address)THE CONNECTICUT BANK AND TRUST COMPANY,
N.A., as Indenture Trustee
One Constitution Plaza
Hartford, CT 06115
Attn: Corporate Trust Department5. ASSIGNEE(S) of SECURED PARTY(IES)
(if applicable)

(last name first, and address(es))

6. This FIXTURE FILING covers the following types or items of property:

The goods are to become fixtures on . . . the property described on Schedule I attached hereto and made a part hereof

The property is timber standing on . . . part hereof

The property is minerals or the like (including gas and oil) or accounts to be financed at the wellhead or minehead of the well or mine located on . . .
(Describe real estate. Use legal description.)

This fixture filing is to be filed for record in the real estate records. If the debtor does not have an interest of record in the realty,

the name of record owner is listed on Schedule I. Products of collateral are also covered.

7. RETURN ACKNOWLEDGMENT COPY TO:

THE CONNECTICUT BANK AND TRUST COMPANY, N.A.
as Indenture Trustee
One Constitution Plaza
Hartford, CT 06115
Attn: Corporate Trust Department

FILE FOR RECORD WITH:

COUNTY AUDITOR OR COUNTY
IN WHICH REAL PROPERTY IS
LOCATED

SKAMANIA COUNTY

8. This statement is signed by the Secured Party(ies) instead of the Debtor(s) to perfect
a security interest in collateral. (Please check appropriate box)Complete fully if box (d) is checked;
complete as applicable for (a), (b), and (c):

(a) already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or

(b) which is proceeds of the original collateral described above in which a security interest was perfected, or

(c) as to which the filing has lapsed, or

(d) acquired after a change of name, identity, or corporate structure of the debtor(s).

Original recording number _____

Filing office where filed _____

Former name of debtor(s) _____

9. WILMINGTON TRUST COMPANY, as Owner Trustee
WILLIAM J. WADE, as Cotrustee

USE IF APPLICABLE:

THE CONNECTICUT BANK AND TRUST COMPANY, N.A.,
as Indenture Trustee

TYPE NAME(S) OF DEBTOR(S) (or assignor(s))

SIGNATURE(S) OF DEBTOR(S) (or assignor(s))

TYPE NAME(S) OF SECURED PARTY(IES) (or assignee(s))

SIGNATURE(S) OF SECURED PARTY(IES) (or assignee(s))

10. TERMINATION STATEMENT: The SECURED PARTY(IES) certifies that the SECURED PARTY(IES) no longer claims a security interest under the fixture filing bearing the recording number shown above.

NAME _____

DATE _____

Return to: COUNTY AUDITOR of County where original filing/recording was made.

SIGNATURE _____

COPY TO: COUNTY AUDITOR

WASHINGTON UCC-2 FIXTURE FILING

FORM APPROVED FOR USE IN THE STATE OF WASHINGTON

SEARCHED 5
INDEXED 5
FILED 5
MAILED 5

SCHEDULE I TO FINANCING STATEMENT

Between

WILMINGTON TRUST COMPANY, a Delaware banking corporation, and WILLIAM J. WADE, an individual, not in their individual capacities but solely as co-trustees (the "Owner Trustee"), under the Trust Agreement dated as of April 16, 1987 between the Owner Trustee and Ford Motor Credit Company; Rodney Square North, Wilmington, Delaware 19890, Attention: Corporate Trust Administration.

and

THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as Indenture Trustee (the "Indenture Trustee") for the benefit of the holders of the Loan Certificates referred to in the Indenture and Security Agreement dated as of April 16, 1987 (the "Indenture") between the Owner Trustee and the Indenture Trustee; One Constitution Plaza, Hartford, CT 06115.

This Financing Statement covers the following types (or items) of property (all capitalized terms used in the following description and not otherwise defined shall have the meanings assigned to them in the Participation Agreement referred to below):

(i) all the estates, rights and interests, whether now owned or hereafter acquired, of the Debtor under the Property Rights Agreement dated as of April 27, 1987 (the "Property Rights Agreement") between Williams Telecommunications Company ("Lessee") and the Debtor, together with all the estates, rights, titles and interest, whether now owned or hereafter acquired, of the Debtor in and to the Right of Way, as more particularly described in Appendix B attached hereto, and all other rights, easements and privileges pertaining thereto, now or hereafter existing, and all rights of the Debtor to exercise any election or option or to make any decision or determination or to give any notice, consent, waiver or approval or to take any other action under or in respect of the Property Rights Agreement;

(ii) all the estate, right, title and interest, whether now owned or hereafter acquired, of the Debtor in and to the Facility, as more

particularly described in the Appendix A here-
to, together with all improvements, piping,
parts, alterations, additions and other items
of property which, pursuant to the terms of
the Lease dated as of April 16, 1987, between
the Debtor and the Lessee (the "Lease"), are
at any time the property of the Debtor;

(iii) all of the estate, right, title and
interest, whether now owned or hereafter
acquired, of the Debtor in, to and under the
Lease, the Support Agreement dated as of
April 16, 1987 between the Debtor and Lessee
(the "Support Agreement"), the Property Rights
Agreement, the Guaranty Agreement dated as of
April 16, 1987 between The Williams Companies
("Guarantor") and Debtor (the "Guaranty Agree-
ment") and the Bill of Sale dated April 27,
1987 between Lessee and Debtor (the "Bill of
Sale"), including, without limitation, all
amounts of Rent, insurance proceeds and con-
demnation, requisition, indemnity and other
payments of any kind for or with respect to or
under the Facility, the Lease, the Support
Agreement, the Property Rights Agreement, the
Participation Agreement dated as of April 16,
1987 among Lessee, Ford Motor Credit Company
("Owner Participant") and the Debtor, among
others (the "Participation Agreement"), the
Bill of Sale or the Guaranty Agreement, and
including all right of the Debtor to exercise
any election or option or to make any decision
or determination or to give any notice, con-
sent, waiver or approval under or in respect
of the Lease, the Support Agreement, the Prop-
erty Rights Agreement, or the Guaranty Agree-
ment or to accept any surrender of the Facil-
ity or any part thereof as well as all rights,
powers and remedies on the part of the Debtor,
whether arising under the Lease or under any
of the other aforesaid agreements or by stat-
ute or at law or in equity, or otherwise aris-
ing out of any Event of Default as defined in
the Participation Agreement;

(iv) all the estate, right, title and inter-
est now held or hereafter acquired by the
Debtor in and to all the 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 Indenture;

(v) all the estate, right, title and interest now held or hereafter acquired by the Debtor in and to any right to restitution from the Lessee or the Guarantor in respect of any determination of invalidity of the Lease, the Property Rights Agreement, the Support Agreement, the Participation Agreement, the Guaranty Agreement or the Bill of Sale;

(vi) all moneys and securities now or hereafter paid or deposited or required to be paid or deposited to or with the Indenture Trustee pursuant to any term of the Indenture, the Participation Agreement, the Lease, the Guaranty Agreement, the Support Agreement, the Bill of Sale, the Property Rights Agreement and such other documents and agreements more specifically defined as "Basic Agreements" in the Participation Agreement (hereinafter, the "Basic Agreements") and held or required to be held by the Indenture Trustee thereunder; and

(vii) all other property of every kind and description, and all interests therein, now held or hereafter acquired by the Debtor pursuant to the provisions of the Lease or any other Basic Agreement (including but not limited to assignments of subleases pursuant to Section 6.15 of the Participation Agreement), or otherwise, whether located on the Right of Way or elsewhere, which is subjected to the lien of the Indenture by an indenture supplemental thereto; and all proceeds and income therefrom or thereon;

but excluding, however, from the property, rights and privileges described above, (a) any amount paid or payable to or for the benefit of the Owner Participant or the Owner Trustee, in its individual capacity, under Sections 7, 8 or 11 of the Participation Agreement, or pursuant to the Tax Indemnification Agreement dated as of April 16, 1987 between the Lessee and the Owner Participant, (b) any proceeds of liability insurance on the Facility or the Right of Way paid or payable to or for the benefit of the Owner Trustee in its individual capacity or the Owner Participant, and any insurance proceeds payable solely to the Owner Participant.

pant or the Owner Trustee under policies of insurance carried pursuant to Section 12(f) of the Lease, (c) amounts payable by the Lessee to the Owner Participant or the Owner Trustee pursuant to Section 16 of the Lease with respect to any of the amounts referred in to clauses (a) and (b) above, and (d) amounts payable pursuant to the Guaranty Agreement with respect to any of the amounts described in clauses (a), (b) and (c) above, together with the right to demand, collect, sue or otherwise obtain such amounts from the Lessee or the Guarantor.

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Appendix A to
Schedule I to
Financing Statement

"Facility" shall mean, except as expressly herein-after noted, the entire digital microwave telecommunications system comprising approximately 841 route miles starting at a point in Evanston, Wyoming and ending in Portland, Oregon, and running through the States of Wyoming, Utah, Idaho, Oregon and Washington. The Facility is comprised of 33 microwave station sites. The Facility begins inside a concrete block building located in the NE 1/4 of Section 32, T15N, R120W, Uinta County, Wyoming, at the DSX cross connect panel interconnecting the microwave system with an existing fiber optic system and ends inside leased premises in the ODS Plaza Building, 315 S. W. Fifth Avenue, Portland, Oregon. The Facility is installed at 33 station sites and includes the following: (i) the towers, antennas, fencing and equipment enclosures (except space in ODS Plaza Building in Portland, Oregon and in the Forest Service Building located in the NW 1/4 Sec. 23, T11S, R40E, Baker County, Oregon) and the concrete foundations to which such structures are attached, (ii) all waveguide transmission lines, (iii) electrical power facilities, including electrical distribution panels, lighting, wiring and other related apparatus attached to or within the Facility (excluding any meters owned by other Persons), (iv) heating, ventilating and air conditioning equipment, (v) the microwave radio equipment (manufactured by NEC) and the equipment enclosures containing the microwave radio equipment, transceivers, regenerators, multiplexers and other electronic equipment, together with all racks to which the same are affixed, located at the regenerator sites and points of presence on the Right of Way, including all equipment replacing any of the foregoing, together with the concrete foundations to which the structures are attached, (vi) auxiliary generators, batteries, battery-charging equipment, telephone equipment and other similar related equipment used on the Closing Date by Lessee on the sites, and (vii) any other property, the title to which vests in Lessor pursuant to the terms of the Lease, except any auxiliary generators, batteries, battery-charging equipment, telephone equipment and other related equipment located in and the concrete building located in the NEM Sec. 32, T15N, R120W, Uinta County, Wyoming and except those two site built buildings located at the Mt. Fanny site in the NE 1/4 Sec. 7, T8S, R41S, Union County, Oregon, and at the Chinks Peak site in Sec. 4, T7S, R33E, Bannock County, Idaho.

Appendix B to
Schedule I to
Financing Agreement

RIGHT OF WAY

[Right of Way described on following pages]

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ASSIGNMENT LIST
SKAMANIA COUNTY, STATE OF WASHINGTON

<u>Site Name</u>	<u>Grantor</u>	<u>Document Type</u>	<u>Document Date</u>	<u>Recording</u>
THREE CORNER ROCK	Longview Fibre Company	Easement (Buried UG Power Cable)	July 28, 1986	Bk 102, Pg 777

The East Half of the Southeast Quarter (E/2 SE/4) of Section 33, Township 3 North, Range 6 East, and the West Half of the West Half (W/2 W/2) of Section 3, Township 2 North, Range 6 East of Willamette Meridian Skamania County, Washington.

Cavender's Forest Industries, Inc.	Easement	June 30, 1986	Bk 102, Pg 431
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The East Half (E/2) of Section 4, Township 2 North, Range 6 East of Willamette Meridian, Skamania County, Washington.

LITTLE BALDY	Broughton Lumber Company	Underground Cable Easement	August 20, 1986	Bk 103, Pg 334
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Northwest Quarter (NW/4) of Section 1, Township 3 North, Range 9 East; North Half of the Southwest Quarter (N/2 S/2); Southeast Quarter of the Northwest Quarter (SE/4 NW/4) of Section 36; and the Southeast Quarter (SE/4) of Section 25, all Township 4 North, Range 9 East, Skamania County, Washington.

<u>Site Name</u>	<u>Grantor</u>	<u>Legal</u>	<u>Document Type</u>	<u>Document Date</u>	<u>Recording</u>
Three Corner Rock	State of Washington (DNR)	That portion of the East Half (E/2) of Section 22, Township 3 North, Range 6 East, W.M., Skamania County, State of Washington	Easement	5-28-86	Indexed in State records
Little Baldy	State of Washington (DNR)	That portion of the West Half (W/2) of Section 25, Township 4 North, Range 9 East, W.M., Skamania County, State of Washington	Easement	5-28-86	Indexed in State records