

STANDARD FORM UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1		JULIUS BLUMBERG, INC. NYC, 10013
<p>PLEASE TYPE this form. Fold only along perforations for filing.</p> <p>Remove Secured Party and attach copies and send off. 3 copies with information carbon box to the filing officer. Indicate filing fee.</p> <p>If the secured party is a corporation, the name of the corporation must be typed on an additional sheet, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheet need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, mortgages, etc., may be on any size paper if convenient for the secured party. Indicate the number of additional sheets attached.</p> <p>4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.</p> <p>5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.</p> <p>6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.</p>		<p>Vol. <u>M87</u> Page <u>15723</u></p>
<p>1. Debtor(s) (Last Name First) and address(es)</p> <p>MCI Telecommunications Corporation 1133 19th Street, N.W. Washington, D.C. 20036</p>	<p>2. Secured Party(ies) and address(es)</p> <p>The Connecticut Bank and Trust Company, National Association, as Owner Trustee c/t/a dated as of 8/14/87, One Constitution Plaza, Hartford, CT 06115</p>	<p>3. Maturity date (if any):</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>Vol. M87 Page 15723</p>
<p>4. This financing statement covers the following types (or items) of property:</p> <p>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.</p>		<p>5. Assignee(s) of Secured Party and Address(es)</p> <p>Wilmington Trust Company Rodney Square North Wilmington, DE 19890</p>
<p>This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state.</p> <p><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.</p> <p>Check <input checked="" type="checkbox"/> if covered: <input checked="" type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. No. of additional Sheets presented:</p>		<p>Filed with:</p> <p>County Clerk Klamath, Oregon</p>
<p>MCI Telecommunications Corporation</p> <p>By: <u>TFL</u> Signature(s) of Debtor(s)</p> <p>Title</p>		<p>The Connecticut Bank and Trust Company, National Association, as Owner Trustee</p> <p>By: <u>JP</u> Signature(s) of Secured Party(ies)</p> <p>Title</p>
<p>(1) Filing Officer Copy-Alphabetical</p> <p>(2) Filing Officer Copy-Numbered</p>		<p>STANDARD FORM - FORM UCC-1.</p> <p>(For Use in Most States)</p>

(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

Net: National Cool Corp
225 W. 34th St #1204
New York, New York 10122

OK
1/22 (Net 102)

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.

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Schedule A
to the
Financing Statement

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

Project # 2052

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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
GRANGER MULTIFLEX 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

(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, 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:

Doeringuez Hills, CA

Wells Fargo Leasing Corporation
COLLINS MULTIPLEX EQUIPMENT
August 14, 1987

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(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

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

National Code Corporation
on this 31st day of August A.D., 19 87
at 12:29 o'clock P M. and duly recorded
in Vol. M87 of Mrges. Page 15723
Evelyn Biehn, County Clerk
By Ran Smith
Deputy.

Fee, \$41.00