



WHEREAS, pursuant to that certain Purchase Agreement, by and among Assignor and LiTel, as sellers, and prospective Holders, as buyers, the obligation of such prospective Holders to purchase the Securities is conditioned upon, inter alia, the creation of a lien and security interest in and to and a collateral assignment of (collectively, "Security Interest") certain property of Assignor as additional security for the performance of Assignor's obligations under the Indenture and the Securities; and

WHEREAS, Assignor desires to grant such Security Interest to Trustee for the benefit of the Holders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees, covenants, represents and warrants as follows:

**Section 1. Grant of Security Interest and Collateral Assignment.**

(a) Assignor hereby grants, bargains, sells, conveys, mortgages, hypothecates, warrants, transfers and assigns to the Trustee for the ratable benefit of the Holders, and grants a Security Interest to the Trustee for the ratable benefit of the Holders, as security for the "Obligations" (as defined below), in all of Assignor's right, title, privilege and interest in, to and under the easements, leases, licenses, rights-of-way and/or ordinances and the rents, profits, issues and revenues thereof, described on Exhibit "A" attached hereto and made a part hereof (each such easement, lease, license, right-of-way and/or ordinance described on Exhibit A being referred to herein as a "Real Estate Agreement," and the rights of the Assignor thereunder being referred to herein as the "Real Estate Rights") and in all improvements, fixtures, equipment and other property of the Assignor of every kind and description, now or at any time hereafter installed or located on and under the real estate more particularly described in each and every Real Estate Agreement (the "Real Estate"), including, without limitation, all microwave radio systems, telecommunication transmission systems and fiber optic systems, together with all attachments, accessories and parts used or intended to be used with said property, whether now or hereafter installed therein or thereon or affixed thereto, as well as all substitutions and replacements thereof and accessions thereto in whole or in part (the "Fixtures and Equipment"), together with all of the proceeds and products of the Real Estate Rights and the Fixtures and Equipment (the Real Estate Rights, the Fixtures and Equipment and the proceeds therefrom being hereinafter referred to as, collectively, the "Assigned Interests").

(b) As used herein, "Obligations" shall mean (i) the Indenture Obligations, and (ii) all future advances made by the Trustee, the Holders, or any of them, for the maintenance, protection or preservation of said Assigned Interests or the security of any other Security Document or any portion thereof or the Trustee's Security Interest therein, including, without limitation, advances for storage, insurance premiums, transportation charges, taxes and filing fees.

TO HAVE AND TO HOLD the Assigned Interests, together with all privileges and appurtenances thereto, unto the Trustee for the ratable benefit of the Holders, subject to the terms and conditions set forth herein.

Section 2. Covenants of Assignor.

(a) Warranty of Title. Assignor shall forever warrant and defend Assignor's rights, title and interest in and to the Assigned Interests, free and clear of all liens, claims, charges, restrictions, reversions, encumbrances, security interests or other matters, arising as a result of any act or omission of Assignor except for the Permitted Liens, with all privileges and appurtenances unto the Trustee, against all claims of all persons whomsoever.

(b) Performance by Assignor. Assignor shall keep and maintain all applicable covenants, warranties, payments, obligations, and performances as provided in the Indenture, the Securities, the other Security Documents, and any other documents defined and incorporated therein, all of the terms of which are incorporated herein by reference. Anything herein contained to the contrary notwithstanding, Assignor shall remain liable under the Real Estate Agreements to which it is a party to perform all of its obligations thereunder in accordance with and pursuant to the terms and provisions thereof, and the Trustee shall have no obligation or liability under such Real Estate Agreements by reason of or arising of this Mortgage and Collateral Assignment. Assignor shall not take nor omit to take any action, the taking or omission of which might result in an alteration, termination, or impairment of (a) the Real Estate Agreements, (b) this Mortgage and Collateral Assignment, or (c) any of the Real Estate Rights, except as provided in this Mortgage and Collateral Assignment or the Indenture.

(c) Books and Records; Inspection. Assignor shall keep accurate and complete books and records concerning the Assigned Interests. The Trustee shall have the right, at any reasonable time and from time to time, to inspect, examine and make copies of and extracts from the books and records of Assignor concerning the Assigned Interests.

(d) Consents. In the event that any of the Real Estate Agreements requires the consent of the other party thereto to the assignment thereof in accordance with this Mortgage and Collateral Assignment, and such consent shall not have been obtained as of the date hereof, Assignor shall use its best efforts to obtain such consent as soon as practicable following the date hereof.

(e) Payment of Taxes. Assignor shall pay and discharge any taxes, assessments and governmental charges in respect of, and levies against, any Assigned Interests prior to delinquency thereof and shall keep all Assigned Interests free of any unpaid charges whatsoever, unless such charges are being contested in good faith and appropriate reserves have been set aside in accordance with GAAP.

(f) Release and Substitution of Collateral. The Assigned Interests shall not be released from the Security Interests created hereunder and no property shall be substituted for any of the Assigned Interests except in accordance with Section 12 hereof or in accordance with the provisions of Article Four of the Indenture.

(g) Preservation and Protection of Security Interest. Assignor will faithfully preserve and protect the Trustee's Security Interest in the Assigned Interests and, at its own expense, shall: (i) do all acts and things, and will make, execute, acknowledge and deliver, and file and record in the proper location all such instruments (including, without limitation, conveyances, mortgages, assignments, agreements, financing statements and continuation statements) required (and any that are reasonably requested by the Trustee) to establish, perfect, maintain and continue the perfection and first priority of the Security Interest of the Trustee in the Assigned Interests and, in addition, authorizes the Trustee to execute and file in the name of the Assignor any financing or continuation statements that the Trustee may determine to be necessary or advisable to protect its Security Interest with respect to the Assigned Interests; (ii) make all searches necessary (and any deemed necessary by the Trustee) from time to time to establish and determine the validity and priority of such Security Interest of the Trustee; provided, however, that prior to the occurrence of an Event of Default, Assignor shall not be required to make a search with respect to the Assigned Interests in any relevant jurisdiction more than once each calendar year; and (iii) satisfy all claims and charges, other than Permitted Liens, that might reasonably be expected to materially prejudice, imperil or otherwise adversely affect the Assigned Interests or affect the existence, perfection or first priority of such Security Interest. To the extent permitted by applicable law, a carbon, photographic or other reproduction of this Mortgage and Collateral Assignment or of a financing

statement shall be sufficient as a financing statement and may be filed in lieu of the original in any or all jurisdictions which accept such reproductions.

(h) Environmental Matters. Assignor shall use its best efforts (provided, however, that Assignor shall not be required to initiate litigation or spend unreasonable amounts of money) to keep and maintain the Real Estate in compliance with, and shall not cause the Real Estate to be in violation of, any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under or about the Real Estate including, but not limited to, soil and groundwater conditions ("Hazardous Waste Laws"). Assignor shall not use, generate, manufacture, store or dispose of on, under or about the Real Estate or transport to or from the Real Estate in violation of any Hazardous Waste Laws, any flammable explosives, radio-active materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable Hazardous Waste Laws. Assignor shall promptly notify the Trustee in writing of any order or pending or threatened action by any regulatory agency or other governmental body, or any claims made by any third party relating to Hazardous Wastes on, or emanations from, the Real Estate, and shall promptly furnish Trustee with copies of any correspondence, pleadings or other documents in connection therewith.

(i) After-Acquired Property. Assignor shall

(a) execute and deliver, and record or file or cause to be recorded or filed, financing statements in each office necessary to perfect the Security Interests created in the Assigned Interests pursuant to the Security Documents; and

(b) as promptly as practicable, execute and deliver, and record or file or cause to be recorded or filed, such mortgages, leasehold mortgages, assignments or other collateral instruments, and any necessary financing statements relating thereto, as may reasonably be requested by Trustee in order to create in favor of the Trustee on behalf of the Holders a first priority lien (subject to the Permitted Liens) in and to any and all real property or other interests similar in nature to the Real Estate Rights (including without limitation easements and rights-of-way) of Assignor in any State of the United States, whether such interests are owned or possessed as of the date hereof or at any time thereafter, in which a first priority lien shall not have been created in favor of Trustee as of the date hereof. It is understood and agreed that written consents of one or more third parties may be necessary in order to grant such Security Interests to the Trustee, that such grants will be made subject to obtaining such consents,

and that Assignor will use its best efforts to obtain such consents. Subject to the immediately preceding sentence, the obligations of Assignor under this Section 2(i) shall be absolute and unconditional and shall not be limited, impaired or terminated for any reason, including, without limitation, any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever.

(j) Mechanics Liens. Assignor shall not suffer to be created or to remain outstanding upon the Assigned Interests or any part thereof any mechanic's, materialman's, laborer's, statutory or other such lien which might or could be prior to or equal to the lien of this Mortgage and Collateral Assignment, unless such lien is being contested in good faith and appropriate reserves have been set aside in accordance with GAAP.

Section 3. Representations and Warrants of Assignor.

(a) Ownership of Assigned Interests. Assignor, for itself and its successors and assigns, hereby represents, and warrants that it is the owner of all right, title and interest in and to, and is lawfully possessed of, the Assigned Interests (other than easements, licenses, and franchises relating to interests in real property), free and clear of all liens, claims, charges, restrictions, reversions, encumbrances, security interests, and other matters, arising as a result of any act or omission of Assignor except for the Permitted Liens.

(b) No Conflicts. Assignor hereby represents and warrants that neither the execution and delivery of this Mortgage and Collateral Assignment by Assignor, the consummation of the transactions herein contemplated, nor the fulfillment of the terms hereof violate the terms of any agreement, indenture, mortgage, deed of trust, equipment lease, instrument or other document to which Assignor is a party, or conflict with any law, order, rule or regulation applicable to Assignor of any court or any governmental entity, regulatory body or administrative agency or other governmental body having jurisdiction over Assignor or the Assigned Interests, to the extent that such violation or conflict would have a material adverse effect on the business or condition (financial or otherwise) of Assignor or the value of the Assigned Interests.

(c) Governmental Approvals. Assignor hereby represents and warrants that no consent or approval which has not been obtained prior to the date hereof of any governmental body, regulatory authority or securities exchange was or is necessary as a condition to the validity of the Security Interest granted hereunder in the Assigned Interests and this Mortgage and Collateral Assignment is effective to vest in the

Trustee the rights of the Trustee in the Assigned Interests for the benefit of the Holders as set forth herein.

(d) Hazardous Wastes. Assignor hereby represents and warrants (without investigation or independent verification) that (i) to its knowledge, the Real Estate is not now nor has it ever been in violation of any Hazardous Waste Laws, and (ii) neither the Assignor, nor, to its best knowledge, the Real Estate, is subject to any existing, pending, or threatened investigation or inquiry by any governmental authority, or any remedial obligations under any Hazardous Waste Laws.

Section 4. Purchase of Assigned Interests by Trustee or Holders.

At any sale of the Assigned Interests, whether pursuant to power of sale or otherwise hereunder, the Trustee or any Holder may, to the extent permitted by applicable law, bid for and purchase, free from any right of redemption, stay or appraisal (all such rights being hereby waived and released by Assignor to the extent permitted by applicable law), the Assigned Interests or any part thereof or any interest therein and upon compliance with the terms of such sale may hold, retain, exploit, resell or otherwise dispose of such property without further accountability to Assignor for the proceeds of such sale. Assignor will execute and deliver, or cause to be executed and delivered, such instruments, endorsements, assignments, waivers, certificates and other documents and take such further action as the Trustee shall request in connection with any such sale.

Section 5. Insurance; Risk of Loss.

Assignor shall, and shall cause each Restricted Subsidiary to, maintain with financially sound and reputable insurers insurance with respect to the Assigned Interests and Assignor's business and against such liabilities, casualties and contingencies and of such types and in such amounts as is customary in the case of corporations engaged in the same or a similar business and having similar properties similarly situated. Assignor shall cause the Trustee to be named as an additional loss payee, as its interests may appear, on all policies of insurance covering the Assigned Interests, and shall cause the Trustee to be named as an additional insured on all liability insurance policies of Assignor. All such policies of insurance shall provide that they shall not be cancelled or materially modified without thirty (30) days' prior written notice to Trustee. Risk of loss of, damage to or destruction of the Assigned Interests is and shall remain upon Assignor. If Assignor fails to effect and keep in force insurance covering the Assigned Interests as required by this Section 5, or fails to pay the premiums thereon when due, the

Trustee may, but shall not be obligated to, do so for the account of Assignor and add the cost thereof to the Obligations. All policies of insurance required herein shall contain loss payable clauses in favor of Assignor and the Trustee, as their respective interests may appear, and such policies or certificates evidencing the same shall be deposited with the Trustee immediately upon the request of the Trustee. Assignor shall deliver to Trustee such certificates of insurance evidencing the renewal of such policies of insurance at least thirty (30) days prior to the expiration of the current term thereof. On the Closing Date, annually and, in any event, within thirty (30) days after each reduction in insurance after the Closing Date, Assignor shall deliver to the Trustee a letter from an independent insurance broker chosen by Assignor and satisfactory to the Trustee setting forth the insurance obtained pursuant to this Section 5 and then in effect and stating whether, as to amounts, coverage and provisions, such insurance protects Assignor against any and all risks that are customarily insured against by companies in similar businesses similarly situated. Such letter shall also set forth any recommendation of such independent insurance broker as to additional insurance, if any, required in order to make insurance coverage of the Assigned Interests consistent with practice regarding insurance coverage in Assignor's industry. Any such letter from such independent insurance broker may be relied upon by Trustee and the Holders. Assignor hereby assigns and sets over to the Trustee all proceeds that may become payable by any insurers on account of all insurance covering the Assigned Interests during any period when an Event of Default shall have occurred and be continuing, including, without limitation, any return of unearned premiums that may be due upon cancellation of any such insurance, and hereby directs the insurers to pay directly to the Trustee any amount so due during such period. The Trustee may endorse any draft or check which may be payable to Assignor in order to collect the proceeds of such insurance or any return of unearned premiums. Any balance of insurance proceeds remaining in the possession of the Trustee after payment or performance in full of the Obligations shall be paid to Assignor or its order.

Section 6. Condemnation.

Promptly upon its obtaining knowledge of the institution or the threatened institution of any proceeding for the condemnation of any of the Assigned Interests or any portion thereof, Assignor shall notify Trustee of such fact. Assignor shall then, if it deems necessary or if reasonably requested by Trustee, defend its rights thereunder and prosecute the same with due diligence to its final disposition. Assignor shall cause any awards or settlements arising from such final disposition to be assigned, transferred



and set over unto the Trustee to be held by Trustee as Collateral.

Section 7. Trustee Appointed Attorney-in Fact.

Subject to the terms and conditions of this Mortgage and Collateral Assignment, Assignor hereby constitutes and appoints the Trustee its attorney-in-fact for the purpose of carrying out the provisions of this Mortgage and Collateral Assignment and taking any action expressly authorized under this Mortgage and Collateral Assignment or any other action, including, without limitation, the execution of any instrument that accomplishes the purposes hereof, which appointment is irrevocable and coupled with an interest.

Section 8. Right of Trustee to Perform.

The Trustee may, but shall have no duty to, perform any Obligations of Assignor hereunder which Assignor shall have failed to perform, and Assignor shall forthwith reimburse the Trustee for all expenses so incurred by the Trustee.

Section 9. Waiver of Claims.

Except as otherwise provided in this Mortgage and Collateral Assignment, ASSIGNOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NOTICE OF JUDICIAL HEARING IN CONNECTION WITH THE TRUSTEE'S TAKING POSSESSION OR THE DISPOSITION OF ANY OF THE ASSIGNED INTERESTS INCLUDING, WITHOUT LIMITATION, ANY AND ALL PRIOR NOTICES AND HEARINGS FOR ANY PREJUDGMENT REMEDY OR REMEDIES AND ANY SUCH RIGHT THAT ASSIGNOR WOULD OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE, and, to the full extent permitted by applicable law, Assignor hereby further waives:

(a) all damages occasioned by such taking of possession except any damages which are the direct result of the Trustee's gross negligence or willful misconduct;

(b) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Trustee's rights and powers hereunder;

(c) all rights of redemption, appraisal, valuation, stay, marshalling of assets, extension or moratorium, existing at law or in equity, by statute or otherwise, now or hereafter in force in order to prevent or delay the enforcement of this Mortgage and Collateral Assignment or the sale or other disposition of the Assigned Interests or any portion thereof;

(d) any right to require the Trustee to collect any of the Obligations from any other of the Assigned Interests or from any other security or source under any theory of marshalling of assets or otherwise; and

(e) any requirement of promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations and this Mortgage and Collateral Assignment and any requirement that the Trustee protect, secure, perfect or insure any Security Interest or any property subject thereto or exhaust any right or take any action against Assignor or any other Person.

To the extent permitted by applicable law, any sale of, or the exercise of any options to purchase, or any other realization upon, any Assigned Interests as provided herein shall operate to divest all right, title, interest, claim and demand, at law or in equity, of Assignor in and to such Assigned Interests, and shall be a perpetual bar both at law and in equity against Assignor and against any and all persons claiming or attempting to claim the Assigned Interests so sold, optioned or realized upon, or any part thereof, through and under Assignor.

Section 10. Additional Collateral.

Without notice or consent of Assignor and without impairment of the Security Interests and rights created by this Mortgage and Collateral Assignment, the Trustee may accept from any person or persons additional collateral or other security for the Obligations. The creation of the Security Interest created hereunder shall not prevent the Trustee from resorting to such additional collateral or security without affecting the Trustee's rights hereunder. The Trustee's acceptance of any such additional collateral or security shall not prevent the Trustee from resorting to the Assigned Interests without affecting the Trustee's rights in and to such additional collateral or security.

Section 11. Expenses and Indemnification.

(a) Expenses. Assignor hereby agrees to pay to the Trustee from time to time upon demand, all fees, costs and expenses of the Trustee (including, without limitation, the reasonable fees and disbursements of counsel) (i) arising in connection with the preparation, execution, delivery, modification or termination of this Mortgage and Collateral Assignment or the enforcement of any of the provisions hereof; (ii) incurred or required to be advanced in connection with the sale or other disposition of any Assigned Interests pursuant to this Mortgage and Collateral Assignment; or (iii) arising in connection with the preservation, protection or defense of the

Trustee's rights under this Mortgage and Collateral Assignment and in and to the Assigned Interests.

(b) Stamp and Other Taxes. Assignor hereby agrees to indemnify and defend the Trustee and each Holder for, and hold each of them harmless against, any present or future claim for liability for any stamp or other similar tax and any penalties or interest with respect thereto, which may be assessed, levied or collected by governmental authorities of any jurisdiction in connection with the execution, delivery, performance or enforcement of this Mortgage and Collateral Assignment or any of the Assigned Interests.

(c) Filing Fees, Excise Taxes, Etc. Assignor hereby agrees to pay or to reimburse the Trustee for any and all amounts in respect of all search, filing, recording and registration fees, taxes, excise taxes and other similar imposts which may be payable or determined to be payable in respect of the execution, delivery, performance and enforcement of this Mortgage and Collateral Assignment.

(d) Indemnification of Trustee. Assignor shall indemnify and defend the Trustee for, and hold it harmless against, any and all claims, demands, expenses (including but not limited to reasonable compensation, disbursements and expenses of the Trustee's agents and counsel), losses or liabilities (collectively, "Claims"), in any way arising out of or in connection with:

(i) the acceptance and administration of this Mortgage and Collateral Assignment and its rights or duties hereunder, except to the extent of Trustee's gross negligence or willful misconduct;

(ii) the operation or maintenance of the Assigned Interests;

(iii) the presence on or under or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Assigned Interests or any part thereof or any other real property legally or beneficially owned (or any interest or estate in which is owned) by Assignor or any affiliate or associate of Assignor, of any Hazardous Wastes (including, without limitation, any Claims asserted or arising under any of the Hazardous Waste Laws); or

(iv) any liens against the Assigned Interests or any part thereof or any interest or estate in any thereof, created, permitted or imposed by the Hazardous Waste Laws, or any actual or asserted liability or obligation of Assignor or any affiliate or subsidiary of Assignor under the Hazardous Waste Laws.

The Trustee shall notify Assignor promptly of any claim asserted against the Trustee for which it may seek indemnity; provided, however, that failure promptly to notify Assignor of such claim shall not relieve Assignor of its obligations set forth herein. When the Trustee incurs expenses or renders services after an Event of Default specified in Section 7.01(7) or (8) of the Indenture occurs, the expenses and the compensation for such services are intended to constitute expenses of administration under any Bankruptcy Law.

(e) Survival. Notwithstanding anything contained herein to the contrary, the obligations of Assignor set forth in this Section 11 shall survive the execution, delivery and termination of this Mortgage and Collateral Assignment and the payment of all other Obligations. Assignor hereby acknowledges that any general cancellation or release and satisfaction of this Mortgage and Collateral Assignment shall not operate to relieve Assignor of its obligations under this Section 11 unless specifically stated in such instrument of cancellation or release and satisfaction.

Section 12. Obligations Absolute

The liability of Assignor under this Mortgage and Collateral Assignment shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, (a) any change in the time, place or manner of payment of all or any of the Obligations, or in any other term of the Indenture, the Securities, the Guaranty or any of the Security Documents, any waiver, indulgence, renewal, extension, amendment or modification of or addition, consent or supplement to or deletion from or any other action or inaction under or in respect of the Indenture, the Securities, the Guaranty or any of the Security Documents or any assignment or transfer thereof; (b) any lack of validity or enforceability, in whole or in part, of the Indenture, the Securities, the Guaranty or any of the Security Documents; (c) any furnishing of any additional security for the Obligations or any acceptance thereof or any release or non-perfection of any Security Interests in property other than the Assigned Interests; (d) any limitation on any party's Obligations under the Indenture, the Securities, the Guaranty or any of the Security Documents; (e) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Assignor, or any action taken with respect to this Mortgage and Collateral Assignment by any trustee or receiver, or by any court, in any such proceeding, whether or not Assignor shall have notice or knowledge of any of the foregoing; (f) any exchange, release or amendment or waiver of or consent to departure from any agreement pursuant to which a Security Interest is created in favor of the

Trustee; or (g) any other circumstance that might otherwise constitute a defense available to, or discharge of, Assignor. This Mortgage and Collateral Assignment shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Obligations is rescinded or must otherwise be returned upon the insolvency, bankruptcy or reorganization of Assignor, all as though such payment had not been made.

Section 13. Termination.

Upon the delivery to Assignor by Trustee of written acknowledgment of the discharge of Assignor's obligations under the Indenture in accordance with Section 9.04 thereof, this Mortgage and Collateral Assignment shall terminate and the Trustee shall reassign and redeliver to Assignor all Assigned Interests hereunder which have not been sold, disposed of, retained or applied by the Trustee in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Trustee, and shall be at the expense of the Assignor. At such time, this Mortgage and Collateral Assignment shall no longer constitute a lien upon, grant of any security interest in or collateral assignment of, any of the Assigned Interests, and the Trustee shall, at Assignor's expense, deliver to Assignor written acknowledgement thereof and of cancellation or release and satisfaction of this Mortgage and Collateral Assignment in form as reasonably requested by Assignor and adequate for proper filing or recording in such offices and such jurisdictions as Assignor deems necessary to release the Security Interests created hereby.

Section 14. Events of Default; Remedies.

(a) Event of Default. The term Event of Default wherever used in this Mortgage and Collateral Assignment shall mean (i) a default in or breach of any covenant, representation or warranty contained herein, and (ii) an Event of Default under the Indenture.

(b) Acceleration of Maturity. If an Event of Default shall have occurred and be continuing, the Trustee may declare all unpaid principal and interest accrued to the date of acceleration on the Securities then outstanding to be due and payable in accordance with Section 7.02 of the Indenture.

(c) Foreclosure. If an Event of Default shall have occurred and be continuing, the Trustee may forthwith, and without further delay institute an action of foreclosure, or take such other action as the law may allow, at law or in equity, for the enforcement thereof and realization on the security or any other security which is herein or elsewhere

provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of the Obligations with interest, at the rates and pursuant to the methods of calculation specified in the Securities and the Indenture to the date of default and thereafter, together with all other sums secured by this Mortgage and Collateral Assignment, all costs of suit, interest at the rate specified in the Securities on any judgment obtained by the Trustee from and after the date of any sale of the Assigned Interests (which may be sold in one parcel or in such parcels, manner or order as Trustee shall elect without regard to the right of any party to the marshalling of assets) until actual payment is made of the full amount due the Trustee, and reasonable attorneys' fees for collection, without further stay, any law, usage or custom to the contrary notwithstanding. Upon any foreclosure sale, Trustee may bid for and purchase the Assigned Interests or any part thereof without forfeiting its rights to pursue or enforce any deficiency judgment against Assignor. As part of its bid, Trustee may use all or part of the Obligations as a credit towards the purchase price.

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**(d) Right of Trustee to Enter and Take**

Possession.

(i) If an Event of Default shall have occurred and be continuing, Assignor, upon demand of the Trustee, shall forthwith surrender to the Trustee the actual possession of the Assigned Interests, and to the extent permitted by law, the Trustee may enter and take possession of the Assigned Interests and may exclude the Assignors, and their respective agents and employees wholly therefrom.

(ii) Upon every such entering and taking of possession, the Trustee may hold, store, use, operate, manage, control and maintain the Assigned Interests and conduct the business thereof, and, from time to time, (A) make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (B) insure or retain insurance for the Assigned Interests; (C) manage and operate the Assigned Interests and exercise all the rights and powers of Assignor, in its name or otherwise, with respect to the same; and (D) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted by Assignor, all as the Trustee may, from time to time, reasonably determine.

(iii) If an Event of Default shall have occurred and be continuing, Trustee may collect and receive all of the income, rents, profits, issues and revenues of the Assigned Interests, including those past due as well as those

accruing thereafter and, after deducting, (A) all reasonable expenses of taking, holding, managing and operating the Assigned Interests (including compensation for the services of all persons employed or retained for such purposes); (B) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (C) the cost of such insurance; (D) such taxes, assessments and other charges prior to the lien of this Mortgage and Collateral Assignment and such utility charges as the Trustee may determine to pay; (E) other proper charges upon the Assigned Interests or any part thereof; and (F) the reasonable compensation and expenses of attorneys and agents of the Trustee, and shall apply the remainder of the money so received by the Trustee, first to payment of any Obligations then due and payable, then to the sums held by Trustee as Collateral. If the Obligations shall have been satisfied in full, the surplus proceeds remaining, if any, shall be distributed as required by law.

(iv) If all such Events of Default have been cured, Trustee shall surrender possession of the Assigned Interests to Assignor, provided that the right of Trustee to take possession from time to time, pursuant to this Section 14, shall exist if any subsequent Event of Default shall occur and be continuing.

(e) Appointment of a Receiver.

(i) If an Event of Default shall have occurred and be continuing, the Trustee, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Assigned Interests and to collect and utilize the rents, profits, issues and revenues thereof, and Assignor consents to the appointment of a receiver without notice to Assignor.

(ii) Assignor will pay to the Trustee, upon demand, all expenses, including receivers' fees, attorneys' fees, costs and agents' compensation, incurred pursuant to the provisions contained in this Section 14(e).

(f) Sale of Personalty. If an Event of Default shall have occurred and be continuing, the Trustee shall have such rights and remedies in respect of so much of the Assigned Interests as may, under applicable law, be personal property (the "Personalty"), or any part thereof, as are provided by the applicable Uniform Commercial Code (the "Code") and such other rights and remedies in respect thereof which it may have at law or in equity or under this Mortgage and Collateral Assignment,

including without limitation the right to take possession of the Personalty wherever located and to sell all or any portion thereof at public or private sale, without prior notice to the Assignor, except as otherwise required by law, at such place or places and at such time or times and in such manner and upon such terms, whether for cash or on credit, as the Trustee in his sole discretion may determine. The Trustee shall apply the proceeds of any such sale first to the payment of the reasonable costs and expenses incurred by the Trustee in connection with such sale or collection, including reasonable attorneys' fees and legal expenses, second to the payment of the indebtedness evidenced by the Securities, whether on account of principal or interest or otherwise as the Trustee in its sole discretion may elect, and then to pay the balance, if any, as required by law, any surplus to be returned to the Assignor. Upon the occurrence of any Event of Default, Assignor, upon demand by the Trustee shall promptly assemble the Personalty and make it available to the Trustee at a place to be designated by the Trustee which shall be reasonably convenient to the Trustee and Assignor, and which shall be the current location thereof in the case of fiber optic cable and related equipment.

(g) Discontinuance of Proceedings and Restoration of the Parties. In case Trustee shall have proceeded to enforce any right or remedy under this Mortgage and Collateral Assignment by receiver, entry, foreclosure or otherwise, and such proceeding shall have been discontinued or abandoned for any reason, then and in every such case Assignor and Trustee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of Trustee shall continue as if no such proceeding had been taken.

(h) Prior Governmental Approvals. The Trustee acknowledges that in connection with any exercise by the Trustee of its rights hereunder to dispose of or operate under any authorizations, permits or licenses covered hereby, it may be necessary to obtain the prior consent or approval of certain governmental authorities (including, without limitation, the Federal Communications Commission). Notwithstanding anything to the contrary contained herein, neither the Holders (nor the Trustee on their behalf) nor Assignor will take any action pursuant to this Mortgage and Collateral Assignment which would constitute or result in any assignment or transfer of such an authorization, permit or license (including those issued by the Federal Communications Commission), if such assignment or transfer would require under then existing law (including the written rules and regulations promulgated by the Federal Communications Commission) the prior approval of such governmental authority (including the Federal Communications Commission), without first obtaining such approval of such governmental authority (including the Federal Communications



Commission). Upon the exercise by the Trustee of any power, right, privilege or remedy pursuant to this Mortgage and Collateral Assignment which requires any consent, approval, recording, qualification or authorization of any governmental authority or instrumentality, Assignor will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents and papers that the Trustee and the Holders may be required to obtain for such governmental consent, approval, recording, qualification or authorization.

Section 15. General Provisions.

(a) Remedies Cumulative; No Waiver. Each right, power and remedy of the Trustee provided for herein or in any other agreement pursuant to which a Security Interest in property of Assignor is created in favor of the Trustee, now or hereafter existing at law or in equity, by statute or otherwise, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy of the Trustee provided for herein or in any such other agreement pursuant to which a Security Interest is created in favor of the Trustee or now or hereafter existing at law or in equity, by statute or otherwise. No failure on the part of the Trustee to exercise, and no delay in exercising, any right, power or remedy hereunder or under any such other agreement, now or hereafter existing at law or in equity, by statute or otherwise, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No notice to or demand on Assignor hereunder shall, of itself, entitle it to any other or further notice or demand in the same, similar or other circumstances.

(b) Further Assurances. Assignor hereby agrees that it shall, at its own expense, do such further acts and things and execute and deliver to the Trustee such additional conveyances, assignments, financing statements, agreements and instruments as the Trustee may at any time reasonably request in connection with the administration and enforcement of this Mortgage and Collateral Assignment or relative to the Assigned Interests or the Security Interests therein, or any part thereof or in order to assure and confirm unto the Trustee the Trustee's rights, powers and remedies hereunder.

(c) Enforceability; Severability. Assignor hereby agrees that this Mortgage and Collateral Assignment shall be enforceable to the fullest extent permissible under applicable law, but that the unenforceability (or modification to conform to such law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision of this Mortgage and Collateral

Assignment shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Mortgage and Collateral Assignment shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction. Without limiting the generality of the foregoing, if the Security Interest granted hereby shall be held in any jurisdiction to be invalid or unenforceable as to any portion of the Obligations secured hereby, then this Mortgage and Collateral Assignment shall be deemed modified, as to such jurisdiction, to secure only that portion of the Obligations secured hereby as to which it is enforceable, without thereby affecting the enforceability hereof in any other jurisdiction.

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(d) Notices. Any notices or other communications required or permitted hereunder shall be in writing, and shall be sufficiently given if made by hand delivery, by telecopier or registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Assignor:

4650 Lakehurst Court  
Dublin, Ohio 43017

Attention: Chief Financial Officer

With a copy to:

Jones, Day, Reavis a Pogue  
1900 Huntington Center  
Columbus, Ohio 43215

Attention: Robert J. Gilker, Esq.

If to the Trustee:

Bank One, Columbus, NA  
100 East Broad Street  
Columbus, Ohio 43271-0181

Attention: Corporate Trust Department

Either party hereto may by notice to the other party designate such additional or different addresses as shall be furnished in writing by such party. Any notice or communication to either party shall be deemed to have been given or made as of the date

so delivered, if personally delivered; when receipt is acknowledged, if telecopied; and three days after mailing if sent by registered or certified mail (except that a notice of change of address shall not be deemed to have been given until actually received by the addressee). Any notice to the Holders shall be given in accordance with Section 13.02 of the Indenture.

(e) Binding Agreement; Assignment. This Mortgage and Collateral Assignment shall be binding upon and inure to the benefit of Assignor and the Trustee and their respective successors and permitted assigns. Neither this Mortgage and Collateral Assignment nor any interest herein or in the Assigned Interests, or any part thereof, shall be assigned by Assignor; provided, however, that this Mortgage and Collateral Assignment shall be deemed to be automatically assigned by Assignor to any person which succeeds to Assignor in accordance with the Indenture. This Mortgage and Collateral Assignment shall be deemed to be automatically assigned by the Trustee to any Person which succeeds to or replaces the Trustee in accordance with Article Eight of the Indenture, and its assignee shall have all rights and powers of, and act as, the Trustee hereunder.

(f) Governing Law; Jurisdiction. THE PARTIES HERETO EXPRESSLY ACKNOWLEDGE AND AGREE THAT, IN ACCORDANCE WITH THE PROVISIONS OF NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401 GOVERNING AGREEMENTS RELATING TO ANY OBLIGATION ARISING OUT OF A TRANSACTION COVERING IN THE AGGREGATE NOT LESS THAN \$250,000, THIS MORTGAGE AND COLLATERAL ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY OR THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR ASSIGNED INTERESTS ARE GOVERNED BY THE LAWS OF THE JURISDICTION IN WHICH SUCH ASSIGNED INTERESTS ARE LOCATED. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS MORTGAGE AND COLLATERAL ASSIGNMENT MAY BE BROUGHT IN COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS MORTGAGE AND COLLATERAL ASSIGNMENT, EACH PARTY HERETO ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS.

(g) Waiver of Jury Trial. ASSIGNOR HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY WHICH IT MIGHT OTHERWISE HAVE UNDER THE CONSTITUTION OR ANY STATUTE OF THE UNITED STATES OR OF ANY STATE IN ANY LEGAL ACTION OR PROCEEDING BROUGHT WITH RESPECT TO, OR ARISING OUT OF, THIS MORTGAGE AND COLLATERAL ASSIGNMENT.

(h) Amendments. This Mortgage and Collateral Assignment may not be amended or modified except in accordance with Article Ten of the Indenture.

(i) Headings. Section headings used herein are inserted for convenience only and shall not in any way affect the meaning or construction of this Mortgage and Collateral Assignment.

(j) Counterparts. This Mortgage and Collateral Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, and all of which shall together constitute but one and the same instrument. A complete set of counterparts shall be lodged with the Trustee.

(k) Financing Statement. It is intended that, as to the Fixtures and Equipment, this Mortgage and Collateral Assignment shall be effective as a financing statement filed as a fixture filing from the date of the filing of the Mortgage and Collateral Assignment in the real estate records of the appropriate office of the Lake County Recorder. The information provided in this Section 15(k) is provided in order that this Mortgage and Collateral Assignment shall comply with the requirements of the Uniform Commercial Code as enacted by the State in which the Fixtures and Equipment are located, for a mortgage instrument to be filed as a financing statement. Assignor is the "Debtor" and its name and mailing address are set forth in Section 15(d) hereof. The "Secured Party" is the Trustee and its name and mailing address from which information concerning the Security Interest granted herein may be obtained are as set forth in Section 15(d) hereof. A statement describing the items comprising the Fixtures and Equipment hereby secured is set forth hereinabove within the definition of the term "Assigned Interests." If the Assignor does not have an interest of record in certain Real Estate, the name of a record owner of such Real Estate shall be set forth in Exhibit "A."

Section 16. Supplements.

(a) As to Assigned Interests in Indiana. With respect to that portion of the Assigned Interests located in Indiana:

(i) Deficiency. Anything contained in I.C. 32-8-16-1.5 to the contrary notwithstanding, no waiver or release hereby made by Assignor in this Mortgage and Collateral Assignment, or in any of the other terms and provisions of the Indenture, shall constitute the consideration for or be deemed to be a waiver and release by Trustee or any judgment holder of the Obligations hereby secured of the right to seek a

deficiency judgment against Assignor or any other Person who may be personally liable for the Obligations hereby secured, which right to seek a deficiency judgment is hereby reserved, preserved and retained by Trustee for its own behalf and its successors and assigns.

(i) Enforcement. Any provisions hereof to the contrary notwithstanding, to the extent the laws of the State where the Assigned Interests are located limit (i) the availability of the exercise of any of the remedies set forth herein, including without limitation the remedies involving a power of sale on the part of Trustee and the right of Trustee to exercise self-help in connection with the enforcement of the terms of this Mortgage and Collateral Assignment, or (ii) the enforcement of waivers and indemnities made by Assignor, such remedies, waivers, or indemnities shall be exercisable or enforceable if, and only to the extent, permitted by the laws in force at the time of the exercise of such remedies or the enforcement of such waivers or indemnities without regard to the enforceability of such remedies, waivers or indemnities at the time of the execution and delivery of this Mortgage and Collateral Assignment.

(iii) Franchise Tax. Assignor shall be required to pay the amount of any franchise tax, if any, imposed on Trustee's net income by Indiana House Enrolled Act 1625, I.C. 6-5.5 et seq.

(iv) Mortgage. To the extent that any or all of the Assigned Interests constitute real estate or fixtures under Indiana Law, (collectively, the "Mortgaged Assigned Interests"), the Assignor hereby mortgages and warrants to Trustee, its successors and assigns, for the ratable benefit of the Holders, all of Assignor's right, title and interest in and to the Mortgaged Assigned Interests now owned or hereafter acquired, and the proceeds and products therefrom, and this Mortgage and Collateral Assignment shall be deemed to be a mortgage under Indiana law with respect to such Mortgaged Assigned Interests.

(b) As to Assigned Interests in Michigan. With respect to that portion of the Assigned Interests located in Michigan:

(i) Foreclosure. If an Event of Default shall have occurred and be continuing, Trustee is authorized to commence foreclosure proceedings against the Assigned Interests through judicial proceedings or by advertisement, at the option of the Trustee, pursuant to the statutes in such cash made and provided, and to sell the Assigned Interests or to cause the same to be sold at public sale, and to convey the same to the

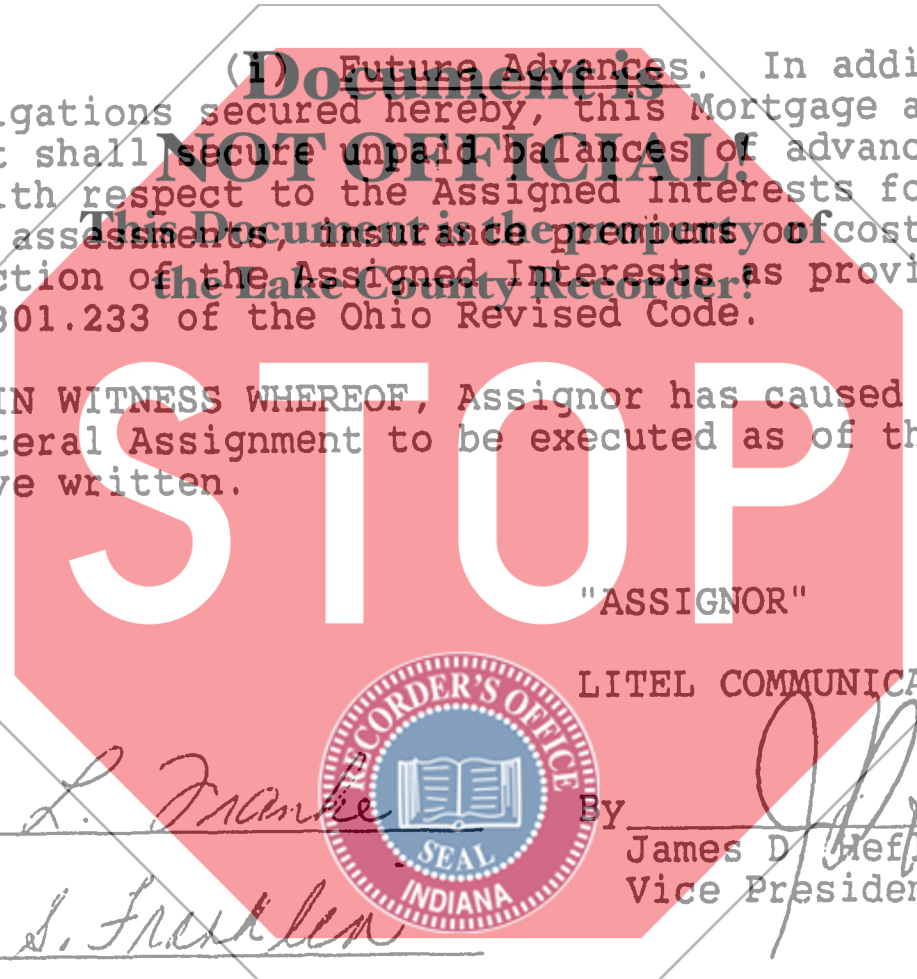
purchaser, in accordance with such statutes in a single parcel or in several parcels at the option of the Trustee.

(ii) Waste. The failure of Assignor to pay any taxes or assessments assessed against the Assigned Interests, or any installment thereof, or any premiums payable with respect to any insurance policy covering the Assigned Interests, shall constitute waste, as provided by Act No. 236 of the Michigan Public Acts of 1961, as amended (MCLA 600.2927). Assignor further hereby consents to the appointment of a receiver under said statute, should the Trustee elect to seek such relief thereunder.

(c) As to Assigned Interests in Ohio. With respect to that portion of the Assigned Interests located in Ohio:

(1) Future Advances. In addition to the other obligations secured hereby, this Mortgage and Collateral Assignment shall secure unpaid balances of advances made by Trustee with respect to the Assigned Interests for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the Assigned Interests as provided for in Section 5301.233 of the Ohio Revised Code.

IN WITNESS WHEREOF, Assignor has caused this Mortgage and Collateral Assignment to be executed as of the day and year first above written.



"ASSIGNOR"

WITNESS

Rosa L. Franke  
Jana L. Franklin

LITEL COMMUNICATIONS, INC.

By [Signature]  
James D. Heflinger,  
Vice President

STATE OF OHIO )  
 )  
 ) SS:  
COUNTY OF FRANKLIN )

On this, the 1st day of February, 1991, before me, a Notary Public, the undersigned officer, personally, appeared James D. Heflinger, the Vice President of LiTel Communications, Inc., a Delaware corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunder set my hand and official seal.

*Kathleen J. Merrill*  
Notary Public



This document was prepared by  
and when recorded return to:

Gary D. Begeman, Esq.  
Jones, Day, Reavis & Pogue  
1900 Huntington Center  
41 S. High Street  
Columbus, Ohio 43215

This Document is the property of



KATHLEEN J. MERRILL  
NOTARY PUBLIC, STATE OF OHIO  
EXPIRES MARCH 16, 1992

6885s

Lake Co., IN

Exhibit A

Lease, dated January 30, 1990, between LiTel Communications, Inc. (by change of name from LCI Communications, Inc.), successor by assignment from Litel Telecommunications Corporation, and Grand Trunk Western Railroad Company, recorded with the Lake County, Indiana Recorder on March 19, 1990 as document number 089925 with respect to the real estate described therein.



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