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UPON RECORDATION RETURN TO:

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Paul, Hastings, Janofsky & Walker LLP  
600 Peachtree Street, N.E.  
Suite 2400  
Atlanta, Georgia 30308  
Attention: Kevin Conboy, Esq.



STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2000 OCT -3 AM 9:07

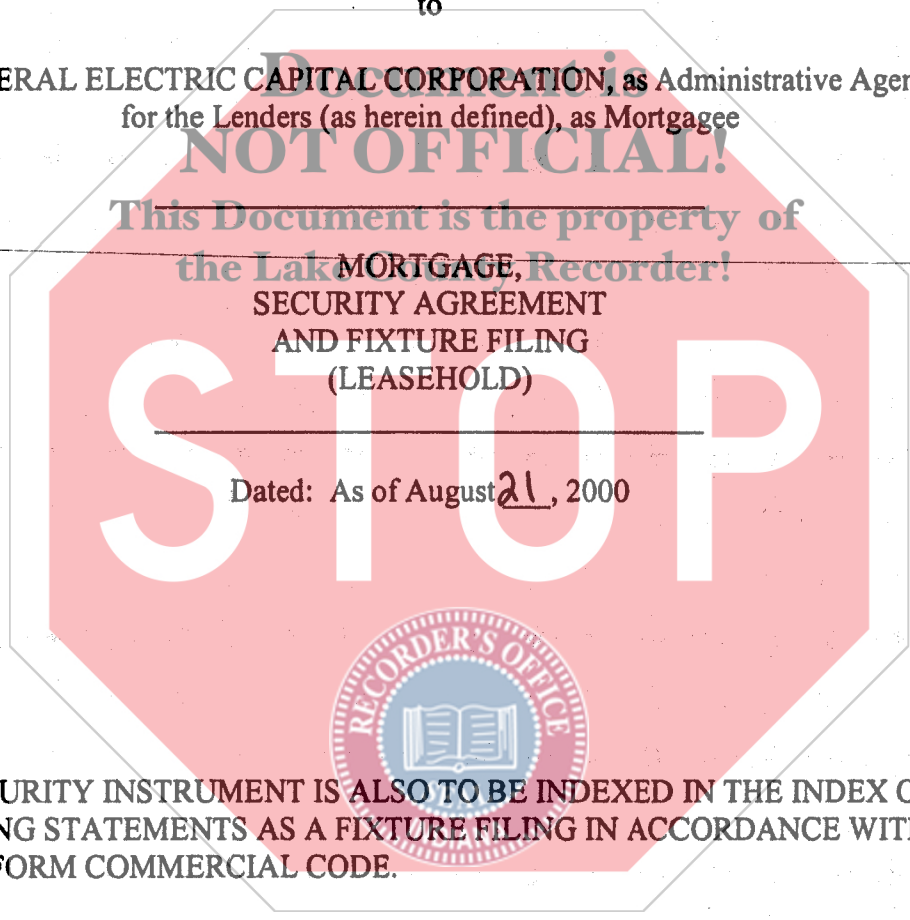
MORRIS W. CARTER  
RECORDER

(Space Above For Recorder's Use)

LB TOWER COMPANY LLC, a Delaware limited liability company, as Mortgagor

to

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent  
for the Lenders (as herein defined), as Mortgagee



Dated: As of August 21, 2000

THIS SECURITY INSTRUMENT IS ALSO TO BE INDEXED IN THE INDEX OF  
FINANCING STATEMENTS AS A FIXTURE FILING IN ACCORDANCE WITH  
THE UNIFORM COMMERCIAL CODE.

ATL/710319.1  
Indiana Leasehold Mortgage  
(Broadwing Transaction)  
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THIS MORTGAGE, SECURITY AGREEMENT AND FIXTURE FILING (LEASEHOLD) (this "Security Instrument") is made as of August 21, 2000, by LB TOWER COMPANY LLC, a Delaware limited liability company, the mortgagor hereunder, having an address at 441 Vine Street, Suite 3900, Cincinnati, Ohio 45202, ("Mortgagor"), to GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent for the Lenders (as defined herein), the mortgagee hereunder, having an address at 2325 Lakeview Parkway, Suite 700, Alpharetta, Georgia 30004-1976 ("Mortgagee")

WITNESSETH:

WHEREAS, Lattice Communications, LLC, a Delaware limited liability company ("Borrower") has requested that the Lenders (as herein defined) make to Borrower the Revolving Loans and the Term Loans (each as defined herein) in the respective, aggregate principal amounts set forth on Exhibit B attached hereto and made a part hereof (the Revolving Loans and the Term Loans being sometimes hereinafter referred to collectively as the "Loans");

WHEREAS, the Lenders have agreed to make the Loans to Borrower upon, and subject to, the terms and conditions set forth in that certain Credit Agreement dated as of June 27, 2000, among Borrower, Mortgagee and the other signatories thereto (as amended, modified, supplemented, extended, renewed or replaced from time to time, the "Credit Agreement") and in the other documents executed in connection with the Loans, including without limitation this Security Instrument and the Guaranty (as hereinafter defined)(as each may be amended, modified, extended, renewed, restated, consolidated, substituted, supplemented or replaced from time to time, collectively, the "Loan Documents");

WHEREAS, the Revolving Loans and the Term Loans are due and payable as described in Exhibit B, if not sooner in accordance with the terms and conditions of the Credit Agreement and the other Loan Documents; and

WHEREAS, as a condition to making the Loans, the Lenders and Mortgagee have required that Mortgagor unconditionally guarantee certain indebtedness of Borrower (including, without limitation, payment of all amounts due under the Loans) under the Credit Agreement and the other Loan Documents pursuant to that certain Subsidiary Guaranty dated as of June 27, 2000, by Mortgagor and Lattice Network Services, Ltd., an Ohio limited liability company, jointly and severally, in favor of Mortgagee (such guaranty, as the same may be amended, modified, supplemented, restated, renewed, etc., being referred to herein as the "Guaranty")

WHEREAS, Mortgagor desires to secure the Indebtedness (as hereinafter defined) including, without limitations, its obligations under the Guaranty with this Security Instrument.

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Indiana Leasehold Mortgage  
(Broadwing Transaction)

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NOW THEREFORE, in consideration of the making of the Loans and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Mortgagor hereby agrees, covenants, represents and warrants with and to Mortgagee as follows:

## Article 1- DEFINITIONS

Section 1.1 DEFINED TERMS. The terms "Administrative Agent", "Affiliate", "Commitments", "Lenders", "Obligations", "Revolving Loans", "Term Loans", together with any other term used herein but not otherwise defined herein, shall have the meaning ascribed thereto in the Credit Agreement. The term "Ground Lease" shall mean that certain land lease described in the Leasehold Rider attached hereto and made a part hereof which is incorporated herein as if fully set forth herein.

## Article 2- GRANTS OF SECURITY

Section 2.1 PROPERTY MORTGAGED. Mortgagor does hereby irrevocably mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey to Mortgagee, and grant a security interest to Mortgagee in, with power of sale, all of Mortgagor's right, title and interest in and to the following property, rights, interests and estates now owned or hereafter acquired by Mortgagor, whether now existing or hereafter created (collectively, the "Property"):

(a) Land. The leasehold estate in the real property described in Exhibit A attached hereto and made a part hereof (the "Land") created by and existing pursuant to the Ground Lease;

(b) Additional Land. Additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument;

(c) Improvements. All buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

(d) Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land or the Improvements and the reversion and

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Indiana Leasehold Mortgage

(Broadwing Transaction)

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reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land to the center line thereof, and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of courtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(e) Fixtures. All fixtures owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon the Land or the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land or the Improvements and building equipment permanently affixed to or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land or the Improvements (collectively, the "Fixtures"), and all proceeds and products of the above;

(f) Leases and Rents. All leases and other agreements affecting the use, enjoyment or occupancy of all or any portion of the Land or the Improvements heretofore or hereafter entered into (the "Leases"), whether before or after the filing by or against Mortgagor of any petition for relief under 11 U.S.C. §101 et. seq., as the same may be amended from time to time or any successor statute thereto (the "Bankruptcy Code"), and all right, title and interest of Mortgagor, its successors and assigns therein and thereunder, including, without limitation, cash or other collateral deposited to secure the performance by the lessees of their obligations thereunder; and all rents, additional rents, revenues, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents.

(g) Condemnation Awards. Subject to the Ground Lease, all awards or payments, including interest thereon, which may hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including, without limitation, any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property; subject, however, to the rights of Borrower, if any, set forth in the Credit Agreement to adjust and settle any claims and receive and apply any proceeds;

(h) Insurance Policies and Proceeds. Subject to the Ground Lease, all insurance policies covering the Property and proceeds of and any unearned premiums on any such policies, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu

thereof, for damage to the Property; subject, however, to the rights of Borrower, if any, set forth in the Credit Agreement to adjust and settle any claims and receive and apply any proceeds;

(i) Tax Certiorari. Subject to the Ground Lease, all refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction, arising or accruing after the date hereof;

(j) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Mortgagor therein and thereunder, including, without limitation, the right, upon the occurrence and during the continuance of any Event of Default (as herein defined) hereunder, to receive and collect any sums payable to Mortgagor thereunder;

(k) Other Rights; Replacements and Conversions. Any and all other rights of Mortgagor in and to the items set forth in Subsections (a) through (j) above and all renewals, substitutions, improvements, accessions, attachments, additions, replacements and all proceeds (whether cash or non-cash, movable or immovable, tangible or intangible) to or of each of the items set forth in Subsections (a) through (j) above, and all conversions of the security constituted thereby (whether voluntary or involuntary and in whatever form) so that, immediately upon such renewal, substitution, improvement, accession, attachment, addition, replacement or conversion, as the case may be, and in each such case, the foregoing shall be deemed a part of the Property and shall automatically become subject to the lien of this Security Instrument as fully and completely and with the same priority and effect as though now owned by Mortgagor and specifically described herein, without any further mortgage or assignment or conveyance by Mortgagor.

Section 2.2 ASSIGNMENT OF RENTS. Mortgagor hereby absolutely and unconditionally assigns to Mortgagee Mortgagor's right, title and interest in and to all current and future Leases and Rents; it being intended by Mortgagor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.2, Mortgagee grants to Mortgagor a license to collect and receive the Rents, revocable upon the occurrence and continuance of an Event of Default under the Credit Agreement.

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(Broadwing Transaction)

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**Section 2.3 SECURITY AGREEMENT; FIXTURE FILING.**

(a) This Security Instrument is both a real property mortgage and a "security agreement" within the meaning of the Uniform Commercial Code as adopted and enacted by the State or Commonwealth where the Property is located (as amended, modified or replaced from time to time, the "UCC"). With respect to the Fixtures, Mortgagor hereby grants to Mortgagee, as security for the Indebtedness (as herein defined), a security interest in the Property to the full extent that the Property may be subject to the UCC (said portion of the Property so subject to the UCC, the "UCC Collateral"). Mortgagor hereby irrevocably appoints Mortgagee as its attorney-in-fact, coupled with an interest, to file with the appropriate public office on its behalf any UCC financing, continuation or other UCC statements signed only by Mortgagee, as secured party, in connection with the UCC Collateral.

(b) From the date of its recording, this Security Instrument further constitutes a financing statement filed as a fixture filing and covers goods which are or are to become fixtures on the Property. For this purpose, Mortgagor is the "Debtor," and its name and mailing address are set forth in the preamble of this Security Instrument. Mortgagee is the "Secured Party," and its name and mailing address also are set forth in the preamble of this Security Instrument. This document covers goods which are or are to become fixtures. The statement describing the portion of the Property comprising the fixtures secured hereby is set forth as Section 2.1(e) of this Security Instrument. In addition, this Security Instrument is to be indexed in the real estate records of the county in which the Land is located.

**Section 2.4 PLEDGE OF MONIES HELD.** Mortgagor hereby pledges to Mortgagee any and all monies now or hereafter held by Mortgagee, including, without limitation, insurance proceeds and condemnation awards or payments in connection with the Property, as additional security for the Indebtedness until expended or applied as provided in this Security Instrument.

**CONDITIONS TO GRANT**

**TO HAVE AND TO HOLD** the above granted and described Property unto and to the use and benefit of Mortgagee, and the successors and assigns of Mortgagee, **WITH POWER OF SALE**, forever;

**PROVIDED, HOWEVER**, these presents are upon the express condition that, if the Indebtedness (including, without limitation, the Obligations) shall be paid at the time and in the manner provided in the Guaranty, the Credit Agreement, this Security Instrument and the other Loan Documents, and if Mortgagor shall well and truly perform

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the other obligations as set forth in the Guaranty and this Security Instrument, and provided that the Commitments of the Lenders shall be terminated and none of the Lenders shall have any remaining, absolute or contingent obligation under the Commitments to lend money to Borrower or its Affiliates under the Credit Agreement or any of the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void, and Mortgagee shall execute and deliver to Mortgagor, within the time prescribed by applicable law, a release or satisfaction of this Security Instrument, in a form suitable for recording. In addition to the forgoing, Mortgagee shall execute and deliver to Mortgagor a release or satisfaction of this Security Instrument if, as and when the same shall be required, if ever, pursuant to the Credit Agreement.

### Article 3- INDEBTEDNESS AND OBLIGATIONS SECURED

Section 3.1 INDEBTEDNESS. This Security Instrument and the grants, assignments and transfers made herein are given for the purpose of securing the following, in such order of priority as Mortgagee may determine in its sole discretion (the "Indebtedness"):

(a) the payment and performance of all of Mortgagor's obligations under the Guaranty, which include, without limitation, the payment of the Obligations under the Credit Agreement; and

(b) the payment of all sums advanced pursuant to this Security Instrument or any other Loan Document to protect and preserve the Property and the lien and security interests created hereby.

Section 3.2 REVOLVING CREDIT. The Credit Agreement includes a revolving credit facility and there may be repayments and disbursements of the Loans from time to time. It is expressly agreed that the outstanding principal balance of the Obligations under the Credit Agreement (as guaranteed by Mortgagor pursuant to the Guaranty) may, from time to time, be reduced to a zero balance without such repayment operating to extinguish and release the lien and security interests created by this Security Instrument. This Security Instrument shall remain in full force and effect as to any subsequent future advances made to Borrower after the zero balance without loss of priority until the Obligations are paid in full and satisfied and the Credit Agreement and all other agreements between Borrower and the Lenders for further advances of the Loans have been terminated and this Security Instrument is released of record. Mortgagor waives the operation of any applicable statute, law or regulation having a contrary effect.

Section 3.3 FUTURE ADVANCES. This Security Instrument secures, to the extent permitted under applicable law, such future or additional advances as may be made by the Lenders and guaranteed by the Guaranty, whether optional or mandatory, provided that all such advances are made within twenty (20) years from the date of this

Security Instrument or within such lesser period of time as may be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration to the same extent as if such future or additional advances were made on the date of the execution of this Security Instrument. It is agreed that any additional sum or sums advanced by the Lenders and guaranteed by the Guaranty, shall, to the extent permitted under applicable law, be equally secured with, and have the same priority as, the original Indebtedness existing as of the date hereof and shall be subject to all of the terms, provisions and conditions of this Security Instrument.

Section 3.4 SATISFACTION AND RELEASE. This Security Instrument will be void if (a) Mortgagor duly pays or performs all of the Indebtedness, and (b) the Lenders have no further obligation to advance any further sums which would be a part of, or guaranteed by, the Obligations.

#### Article 4- REPRESENTATIONS AND WARRANTIES

Mortgagor represents and warrants to and covenants with Mortgagee:

Section 4.1 WARRANTY OF TITLE. Mortgagor owns the leasehold estate in the Property pursuant to the Ground Lease and has the right to mortgage, grant, bargain, sell, pledge, assign, warrant, transfer and convey the same. Mortgagor possesses a good and insurable leasehold estate in the Land and the Improvements and owns the Property free and clear of all liens, encumbrances and charges whatsoever except for those items described in the definition of "Permitted Liens" set forth in Article 1 of the Credit Agreement and except as set forth in Schedule 4.1(h) to the Credit Agreement (collectively, the "Permitted Exceptions"). Mortgagor shall forever warrant, defend and preserve the title and the validity and priority of the lien of this Security Instrument and shall forever warrant and defend the same to Mortgagee against the claims of all persons whomsoever.

#### Article 5- DUE ON TRANSFER/ENCUMBRANCE

Section 5.1 RESTRICTIONS ON TRANSFER. Mortgagor may not sell, transfer, or otherwise convey any interest in the Property or in itself or mortgage, pledge or otherwise encumber the Property except as may be permitted in the Credit Agreement.

#### Article 6- DEFAULT

Section 6.1 EVENTS OF DEFAULT. An "Event of Default" under the Credit Agreement shall constitute an event of default ("Event of Default") hereunder.



## Article 7- RIGHTS AND REMEDIES

Section 7.1 REMEDIES. Upon the occurrence and during the continuance of any Event of Default, Mortgagor agrees that Mortgagee may take such action, without notice or demand, as permitted under the Credit Agreement and set forth hereinbelow (provided, however, in the event there is a conflict between the terms of the Credit Agreement and the terms hereof, the terms of the Credit Agreement shall control), including, without limitation, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

- (a) declare the entire unpaid Indebtedness to be immediately due and payable;
- (b) institute proceedings, judicial or otherwise, for the complete foreclosure of this Security Instrument under any applicable provision of law in which case the Property or any interest therein may be sold for cash or upon credit in one or more parcels or in several interests or portions and in any order or manner;
- (c) to institute proceedings for the partial foreclosure of this Security Instrument for the portion of the Indebtedness then due and payable, subject to the continuing lien and security interest of this Security Instrument for the balance of the Indebtedness not then due, unimpaired and without loss of priority;
- (d) sell for cash or upon credit the Property or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entity or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law;
- (e) recover judgment on the Guaranty and the Indebtedness either before, during or after any proceedings for the enforcement of this Security Instrument or the other Loan Documents;
- (f) apply for the appointment of a receiver, trustee, liquidator or conservator of the Property, without notice and without regard for the adequacy of the security for the Indebtedness and without regard for the solvency of Mortgagor or of any person, firm or other entity liable for the payment of the Indebtedness;
- (g) the license granted to Mortgagor under Section 2.2 shall automatically be revoked and Mortgagee may, but without any obligation to do

so, enter into or upon the Property, subject to the Ground Lease, either personally or by its agents, nominees or attorneys and dispossess Mortgagor and its agents and servants therefrom, without liability for trespass, damages or otherwise and exclude Mortgagor and its agents or servants wholly therefrom, and take possession of all books, records and accounts relating thereto, and Mortgagor agrees to surrender possession of the Property and of such books, records and accounts to Mortgagee upon demand, and thereupon Mortgagee may, subject to the Ground Lease, (i) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Property and conduct the business thereat; (ii) complete any construction on the Property in such manner and form as Mortgagee deems advisable; (iii) make alterations, additions, renewals, replacements and improvements to or on the Property; (iv) exercise all rights and powers of Mortgagor with respect to the Property, whether in the name of Mortgagor or otherwise, including, without limitation, the right to make, negotiate, execute, cancel, enforce, extend, renew or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents of the Property and every part thereof; (v) require Mortgagor to pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Property as may be in the possession of Mortgagor or any Affiliate of Mortgagor; (vi) require Mortgagor to vacate and surrender possession of the Property to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise; and (vii) apply the receipts from the Property to the payment of the Indebtedness, in such order, priority and proportions as Mortgagee shall deem appropriate in its sole discretion, unless otherwise provided for in the Credit Agreement, after deducting therefrom all reasonable, out-of-pocket expenses (including reasonable attorneys' fees) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, insurance premiums, rents, maintenance and repair charges, utility expenses and other reasonable, out-of-pocket expenses in connection with the Property, as well as just and reasonable compensation for the services of Mortgagee, its counsel, agents and employees;

(h) exercise immediately and without demand any and all rights and remedies granted to a secured party upon default under the UCC, including, without limitation: (i) the right to take possession of the UCC Collateral or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the UCC Collateral, and (ii) request Mortgagor at its expense to assemble the UCC Collateral and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Any notice of sale, disposition or other intended action by Mortgagee with respect to the UCC Collateral sent to Mortgagor in accordance with the provisions hereof at least ten (10) days prior to such action shall constitute commercially reasonable notice to Mortgagor. Any disposition pursuant to the UCC of so much of the Property as

may constitute UCC Collateral shall be considered commercially reasonable if made pursuant to a public sale which is advertised at least twice in a newspaper in which sheriffs' sales are advertised in the county where the Land is located. The proceeds of any disposition of the UCC Collateral, or any part thereof, may be applied by Mortgagee to the payment of the Obligations in such priority and proportions as Mortgagee in its discretion shall deem proper, unless otherwise provided for in the Credit Agreement; or

- (i) pursue such other remedies as Mortgagee may have.

In the event of a sale, by foreclosure, power of sale, or otherwise, of less than all of the Property, this Security Instrument shall continue as a lien and security interest on the remaining portion of the Property unimpaired and without loss of priority.

**Section 7.2 APPLICATION OF PROCEEDS.** The proceeds of any disposition of the Property, or any part thereof, or any other sums collected by Mortgagee pursuant to the Loan Documents, shall be applied by Mortgagee to the payment of the Obligations in such priority and proportions as is provided for the Credit Agreement.

**Section 7.3 RIGHT TO CURE DEFAULTS.** Upon the occurrence of any Event of Default, Mortgagee may, but without any obligation to do so and without notice to or demand on Mortgagor and without releasing Mortgagor from any obligation hereunder, make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof. Mortgagee is authorized to enter upon the Property for such purposes, or appear in, defend, or bring any action or proceeding to protect its interest in the Property or to foreclose this Security Instrument or collect the Indebtedness, and the reasonable, out-of-pocket cost and expense thereof (including reasonable attorneys' fees to the extent permitted by law), with interest as provided in this Section 7.3, shall constitute a portion of the Indebtedness and shall be due and payable to Mortgagee upon demand. All such costs and expenses incurred by Mortgagee in remedying such Event of Default or such failed payment or act or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the default rate of interest provided in the Credit Agreement, for the period from that incurrence of such cost or expense by Mortgagee to the date of payment to Mortgagee. All such costs and expenses incurred by Mortgagee together with interest thereon calculated at such default rate shall be deemed to constitute a portion of the Indebtedness and be secured by this Security Instrument and the Loan Documents shall be immediately due and payable upon demand by Mortgagee therefor.

**Section 7.4 RECOVERY OF SUMS REQUIRED TO BE PAID.** Mortgagee shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Indebtedness as the same become due, without regard to whether or not the balance of the Indebtedness shall be due, and without prejudice to the right of

Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

Section 7.5 Right to Release Any Portion of the Property. Mortgagee may release any portion of the Property for such consideration as Mortgagee may require without, as to the remainder of the Property, in any way impairing or affecting the lien or priority of this Security Instrument, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Mortgagee for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Mortgagee may require without being accountable for so doing to any other lienholder. This Security Instrument shall continue as a lien and security interest in the remaining portion of the Property.

#### Article 8- WAIVERS

Section 8.1 MARSHALING AND OTHER MATTERS. Mortgagor hereby waives, to the extent permitted by law, the benefit of all appraisal, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshaling in the event of any sale hereunder of the Property or any part thereof or any interest therein. Further, Mortgagor hereby expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Security Instrument on behalf of Mortgagor, and on behalf of each and every person acquiring any interest in or title to the Property subsequent to the date of this Security Instrument and on behalf of all persons.

Section 8.2 WAIVER OF NOTICE. Mortgagor shall not be entitled to any notices of any nature whatsoever from Mortgagee except with respect to matters for which this Security Instrument specifically and expressly provides for the giving of notice by Mortgagee to Mortgagor and except with respect to matters for which Mortgagee is required by any applicable law to give notice, and Mortgagor hereby expressly waives the right to receive any notice from Mortgagee with respect to any matter for which this Security Instrument does not specifically and expressly provide for the giving of notice by Mortgagee to Mortgagor.

Section 8.3 WAIVER OF JURY TRIAL. MORTGAGOR, FOR ITSELF AND ON BEHALF OF EACH OF ITS SUBSIDIARIES, AND THE MORTGAGEE HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY COURT AND IN ANY ACTION OR PROCEEDING OF ANY TYPE IN WHICH THE MORTGAGOR, ANY OF ITS SUBSIDIARIES, OR THE MORTGAGEE, OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, IS A PARTY, AS TO ALL MATTERS AND THINGS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS.

#### Article 9- MISCELLANEOUS PROVISIONS

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Indiana Leasehold Mortgage

(Broadwing Transaction)

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Section 9.1 DOCUMENT PROTOCOLS. This Security Instrument is governed by the Document Protocols set forth on Appendix I attached hereto and made a part hereof which are incorporated herein as if fully set forth herein.

Section 9.2 ATTORNEYS FEES FOR ENFORCEMENT. Mortgagor shall pay to Mortgagee on demand any and all expenses, including reasonable, out-of-pocket legal expenses and attorneys' fees, incurred or paid by Mortgagee in protecting its interest in the Property, in collecting any amount payable hereunder or in enforcing its rights hereunder with respect to the Property, whether or not any legal proceeding is commenced hereunder or under any other Loan Document, together with interest thereon at the default rate provided in the Credit Agreement from the date paid or incurred by Mortgagee until such expenses are paid by Mortgagor.



IN WITNESS WHEREOF THIS SECURITY INSTRUMENT has been executed by Mortgagor as of the day and year first above written.

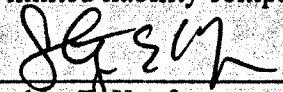
Witnessed by:

  
Printed Name: Mark C. Brisinger

  
Printed Name: Sterling W. Colvin

MORTGAGOR:

LB TOWER COMPANY LLC, a  
Delaware limited liability company

By:   
Name: Stephen E. Kaufmann  
Title: Chief Financial Officer



STATE OF OHIO            )  
                                  )  
COUNTY OF HAMILTON )        ss.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stephen E. Kaufmann, as Chief Financial Officer of LB TOWER COMPANY LLC, a Delaware limited liability company, who having been duly sworn upon his/her oath acknowledged the execution of the foregoing instrument for and on behalf of said company.

Witness my hand and Notarial Seal this 16 day of August, 2000.

*Rose A Humbert*  
Notary Public  
residing in Hamilton County, Ohio.

This Document is the property of  
the Lake County Recorder!

My Commission Expires:

6/11/02

ROSE A. HUMBERT  
Notary Public, State of Ohio  
My Commission Expires June 11, 2002

This Security Instrument was prepared by John F. Woodham, Esq.  
Paul, Hastings, Janofsky & Walker, LLP  
600 Peachtree Street, N.E., Suite 2400  
Atlanta, Georgia 30308-2222

**SCHEDULE A  
CEDAR LAKE, IN**

That certain property located in Lake County, Indiana and further described as follows:

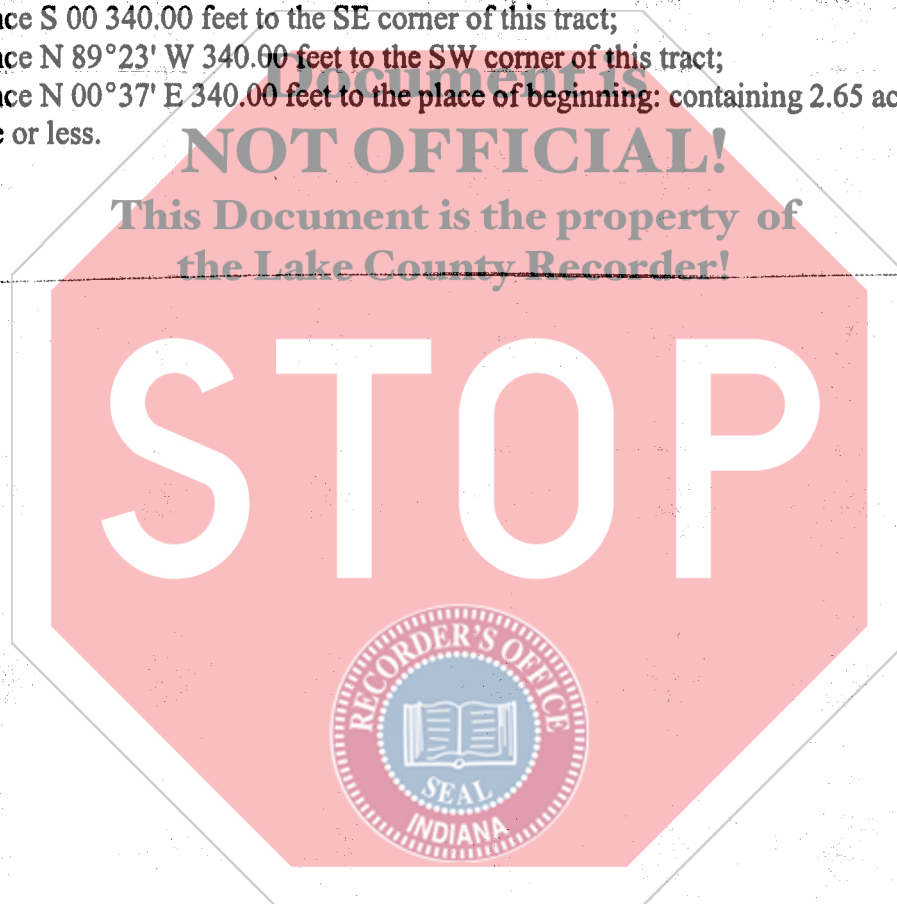
Beginning at the NW corner of the tract herein described, which bears S 89° 23' E 351.74 feet and S 00° 37' W 20.00 feet from the NW corner of the Northwest Quarter of Section 15;

Thence S 89 on the south line of 117th Avenue 340.00 feet to the NE corner of this Tract;

Thence S 00 340.00 feet to the SE corner of this tract;

Thence N 89°23' W 340.00 feet to the SW corner of this tract;

Thence N 00°37' E 340.00 feet to the place of beginning: containing 2.65 acres more or less.

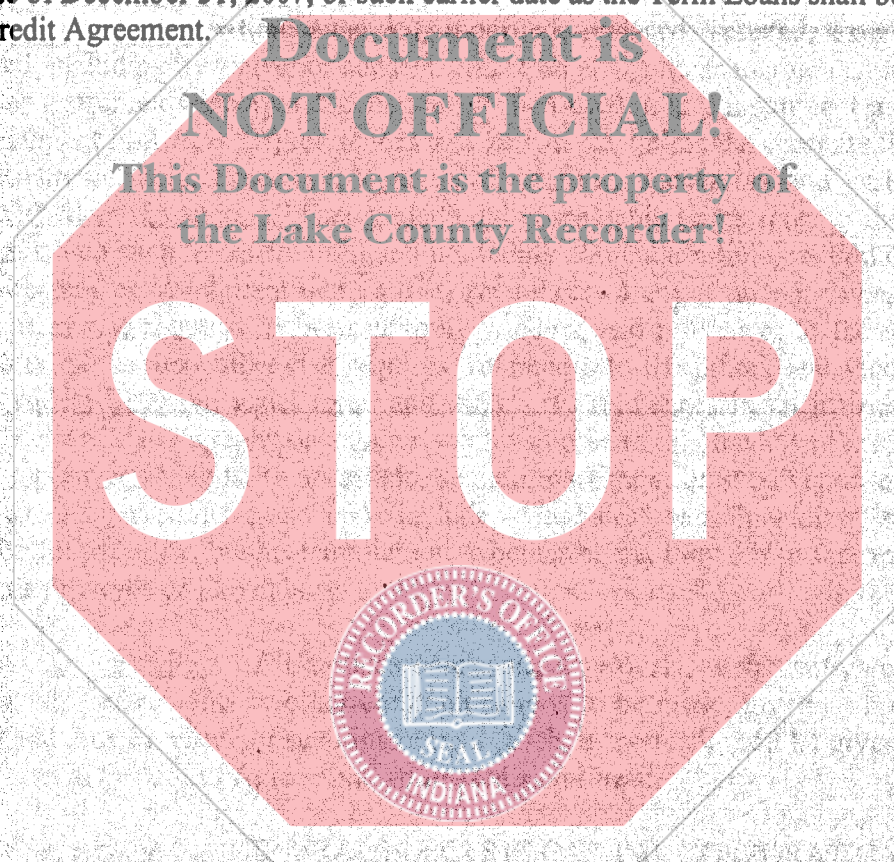




**EXHIBIT B**

**Description of Loans**

1. "Revolving Loans" are the amounts advanced by the Lenders to Borrower under the Credit Agreement in the maximum principal amount of \$25,000,000.00 and having a maturity date of June 30, 2007, or such earlier date as the Revolving Loans shall be due under the Credit Agreement.
2. "Term Loans" are the amounts advanced by the Lenders to Borrower under the Credit Agreement in the maximum principal amount of \$6,000,000.00 and having a maturity date of December 31, 2007, or such earlier date as the Term Loans shall be due under the Credit Agreement.



## APPENDIX I

### DOCUMENT PROTOCOLS

I. Certain Definitions. For the purposes of this Appendix I and the Document Protocols contained herein, all capitalized terms used but not otherwise defined herein shall have the meanings provided therefor in the Security Instrument to which this Appendix I is annexed.

II. Document Protocols. With respect to any instrument that states in substance that it is governed by the "Document Protocols," the following shall apply:

(a) General Rules of Usage. These Document Protocols shall apply to such instrument as from time to time amended, modified, replaced, restated, extended or supplemented, including by waiver or consent, and to all attachments thereto and all other documents or instruments incorporated therein. When used in any instrument governed by these Document Protocols: (i) references to a Person are, unless the context otherwise requires, also to its heirs, executors, legal representatives, successors and assigns, as applicable; (ii) "hereof," "herein," "hereunder" and comparable terms refer to the entire instrument in which such terms are used and not to any particular article, section or other subdivision thereof or attachment thereto; (iii) references to any gender include, unless the context otherwise requires, references to all genders, and references to the singular include, unless the context otherwise requires, references to the plural, and vice versa; (iv) "shall" and "will" have equal force and effect; (v) references in an instrument to "Article," "Section," "Paragraph" or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section, paragraph or subdivision of or an attachment to such instrument; and (vi) "include," "includes" and "including" shall be deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import.

(b) Notices, Etc. All notices, consents, approvals, statements, requests, reports, demands, instruments or other communications to be made, given or furnished pursuant to, under or by virtue of such instrument (each, a "notice") shall be given in the manner required in the Credit Agreement, addressed as follows:

Mortgagee: GENERAL ELECTRIC CAPITAL CORPORATION  
2325 Lakeview Parkway, Suite 700  
Alpharetta, GA 30004-1976  
Attention: Lattice Account Manager

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Indiana Leasehold Mortgage  
(Broadwing Transaction)

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with a copy by the same means sent simultaneously to:

Paul, Hastings, Janofsky & Walker LLP  
600 Peachtree Street, N.E.  
Suite 2400  
Atlanta, Georgia 30308  
Attention: Kevin Conboy, Esq.

Mortgagor: LB TOWER COMPANY LLC  
441 Vine Street, Suite 3900  
Cincinnati, OH 45202  
Attention: Stephen E. Kaufmann

with a copy of by the same means sent simultaneously to:

Dinsmore & Shohl, LLP  
1900 Chemed Center  
255 E. Fifth Street  
Cincinnati, OH 45202  
Attention: Mark Bissinger, Esq.

Document is  
NOT OFFICIAL!  
This Document is the property of  
the Lake County Recorder!

Any party may change the address to which any notice is to be delivered in the manner provided in the Credit Agreement.

(c) Severability. Whenever possible, each provision of such instrument shall be interpreted in such a manner as to be effective and valid, but if any provision of such instrument shall be prohibited by or invalid or unenforceable, such provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability, without invalidating the remaining provisions of such instrument or affecting the validity or enforceability of such provisions in any other jurisdiction or with respect to other Persons or circumstances. The parties to such instrument thereby waive any provision of law that renders any provision thereof prohibited, invalid or unenforceable in any respect.

(d) Remedies Not Exclusive. No remedy therein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy or remedies available to Mortgagee under such instrument, at law, in equity or by statute, and each and every such remedy shall be cumulative and in addition to every other remedy given thereunder or now or hereafter existing at law, in equity or by statute.

(e) Binding Obligations; Covenants Run with the Land. Such instrument shall be binding upon Mortgagor, and the successors and assigns of Mortgagor, and shall inure to the benefit of Mortgagee and all subsequent holders of such instrument and their respective successors and assigns. Nothing in such instrument, whether express or implied, shall be construed to give any person (other than the parties thereto and their

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Indiana Leasehold Mortgage

(Broadwing Transaction)

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permitted successors and assigns and as expressly provided therein) any legal or equitable right, remedy or claim under or in respect of such instrument or any covenants, conditions or provisions contained therein. If such instrument is to be recorded, all of the grants, covenants, terms, provisions, covenants and conditions of such instrument shall run with the land.

(f) No Oral Modifications. Such instrument, and any of the provisions thereof, cannot be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act on the part of Mortgagor or Mortgagee, but only by an agreement in writing signed by the party against whom enforcement of any alteration, modification, amendment, waiver, extension, change, discharge or termination is sought. Without limiting the generality of the foregoing, any payment made by Mortgagee for insurance premiums, taxes, other charges or any other charges affecting the Property shall not constitute a waiver of Mortgagor's default in making such payments and shall not obligate Mortgagee to make any further payments.

(g) Entire Agreement. Such instrument, together with the other applicable Loan Documents and this Appendix, constitutes the entire agreement of the parties thereto with respect to the subject matter thereof and supersedes all prior written and oral agreements and understandings with respect to such subject matter.

(h) Waiver of Acceptance. Mortgagor hereby waives any acceptance of such instrument by Mortgagee in writing, and such instrument shall immediately be binding upon Mortgagor.

(i) No Waivers by Mortgagee. No delay or omission of Mortgagee in exercising any right or power accruing upon any default under such instrument shall impair any such right or power or shall be construed to be a waiver of any default under such instrument or any acquiescence therein, nor shall any single or partial exercise of any such right or power or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power. Acceptance of any payment after the occurrence of a default under such instrument shall not be deemed to waive or cure such default under such instrument; and every power and remedy given by such instrument to Mortgagee may be exercised from time to time as often as may be deemed expedient by Mortgagee. Mortgagor hereby waives any right to require Mortgagee at any time to pursue any remedy in Mortgagee's power whatsoever.

(j) Restoration of Rights. In case Mortgagee shall have proceeded to enforce any right under such instrument by foreclosure sale, entry or otherwise, and such proceedings shall have been withdrawn, discontinued (without prejudice) or abandoned for any reason, then, in every such case, Mortgagor and Mortgagee shall be restored to their former positions and rights thereunder.

(k) GOVERNING LAW. SUCH INSTRUMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OR COMMONWEALTH WHERE THE PROPERTY IS LOCATED, EXCEPT TO THE EXTENT THAT THE APPLICABILITY OF ANY OF SUCH LAWS MAY NOW OR HEREAFTER BE PREEMPTED BY FEDERAL LAW, IN WHICH CASE SUCH FEDERAL LAW SHALL SO GOVERN AND BE CONTROLLING.

(l) Counterparts. Such instrument may be executed in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same instrument. All signatures need not be on the same counterpart. The failure of any party thereto to execute such instrument, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

(m) Exhibits Incorporated; Headings. The information set forth on the cover of such instrument, the table of contents, the headings and the exhibits annexed thereto, if any, shall be deemed to be incorporated therein as a part thereof with the same effect as if set forth in the body thereof. The headings and captions of the various articles, sections and paragraphs of such instrument are for convenience of reference only and shall not be construed as modifying, defining or limiting, in any way, the scope or intent of the provisions thereof.

(n) No Joint Venture or Partnership. Mortgagor and Mortgagee intend that the relationship created under such instrument be solely that of mortgagor and mortgagee, guarantor and lender. Nothing therein is intended to create a joint venture, partnership, tenancy-in-common, agency or joint tenancy relationship between Mortgagor and Mortgagee, nor to grant to Mortgagee any interest in the Property other than that of mortgagee or lender; it being the intent of the parties hereto that Mortgagee shall not share in any loss whatsoever generated by the Property and that Mortgagee shall have no control over the day-to-day management and operation of the Property.

(o) Release of any Party. Any one or more parties liable upon or in respect of such instrument may be released without affecting the liability of any party not so released.

(p) Attorneys' Fees. Wherever it is provided in such instrument that Mortgagor pay any costs and expenses, such costs and expenses shall include, without limitation, all reasonable, out-of-pocket attorneys', paralegal and law clerk fees and disbursements, including, without limitation, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Mortgagee.

**LEASEHOLD RIDER**  
**(Cedar Lake, Lake County, Indiana)**

Mortgagor and Mortgagee hereby agree that the Land, Improvements and fixtures affected by the lien and interest of this Security Instrument is with respect to and under that certain Lease Agreement dated March 1, 1983, by and between Clarence V. Schreiber and the First Bank of Whiting, as Trustee, under Trust #31-0224, as landlord ("Landlord"), and Tower Communication Systems Corporation, an Ohio Corporation, as tenant, as heretofore assigned, amended, modified and supplemented (as so assigned, amended, modified and supplemented, the "Lease"), as assigned to Mortgagor by Assignment and Assumption of Lease from Tower Communication Systems Corporation, an Ohio Corporation in favor of Mortgagor dated August 21, 2000. Mortgagor shall provide written notice to Mortgagee promptly upon the occurrence of any default or event of default of either Landlord or Mortgagor under the Lease. Mortgagor hereby authorizes Mortgagee to take such actions as Mortgagee deems necessary and to expend such reasonable sums as Mortgagee deems appropriate in order to cure any default or event of default under the Acquisition Agreement, provided that Mortgagee shall not take such action until ten (10) days following Mortgagee's giving of written notice thereof to Mortgagor, provided further that if Mortgagor is diligently contesting its default Mortgagee shall not take such action for an additional sixty (60) days unless the circumstances reasonably lead Mortgagee to conclude that such action is required sooner so as to avoid injury, loss or damage to person, property and/or Mortgagee's security for the Obligations and the Indebtedness (including, without limitation, Mortgagee's interest in the Property under this Security Instrument). Any sums so expended shall be: (i) secured hereby; (ii) immediately due and payable; and (iii) bear interest at the default rate contained in the Credit Agreement. Mortgagor hereby authorizes Mortgagee to rely upon the statements and certifications of the Landlord and Mortgagor under the Lease with respect to the facts and circumstances of the Lease. So long as any part of the Indebtedness and the Obligations secured hereby remain unpaid and undischarged, the fee and leasehold estates to the Property shall not merge, but shall remain separate and distinct, notwithstanding the union of such estates either in Mortgagor, Mortgagee, Landlord, any lessee or any third party by purchase or otherwise.