

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT is made as of the 7<sup>th</sup> day of April, 1993, by Halcyon Communications Partners, an Oklahoma general partnership, having its principal place of business at 4823 South Sheridan, Suite 312, Tulsa, Oklahoma 74145 (the "Company") to State Street Bank and Trust Company, having an address of 225 Franklin Street, Boston, Massachusetts 02110 (the "Assignee").

WHEREAS, the Company, its general partners, Halcyon Communications, Inc. and ECP Holdings, Inc. and the Assignee entered into a Term Loan Agreement dated as of the date hereof (as amended from time to time, the "Loan Agreement") pursuant to which the Assignee agreed, subject to the terms and conditions set forth therein, to make a term loan to the Company (the "Loan"), such Loan to be evidenced by the Company's Term Note, payable to the order of the Assignee (the "Note") and to be secured by, among other things, a Security Agreement between the Company and the Assignee (the "Security Agreement");

WHEREAS, pursuant to certain leases described on Exhibit A attached hereto (collectively, the "Leases"), the Company leases certain real property described on such Exhibit A (the "Premises" which together with all improvements, fixtures or other property located thereon and all rights, profits, proceeds or other interests now or hereafter apurtenant or related to the Premises constitute the "Property" for purposes of this Assignment); and

WHEREAS Assignee, as a condition to making the Loan evidenced by the Note, has required an assignment, on the terms and conditions set forth below, of the Leases and Company's interest in the Property as additional security for the Loan and for the performance by the Company of each and all of the Company's obligations, covenants, promises and agreements set forth in all of the documents executed in connection with the Loan, including this Assignment (collectively, the "Loan Documents").

NOW, THEREFORE, in consideration of the willingness of Assignee to enter into the Loan Agreement, and to agree, subject to the terms and conditions set forth therein, to make the Loan to the Company, pursuant thereto, and for other good and valuable consideration,

After recording, please return to:

Raymond M. Murphy, Esq.  
Palmer & Dodge  
One Beacon Street  
Boston, Massachusetts 02108

BOOK 247 PAGE 121

the receipt and sufficiency of which is hereby acknowledged, the Company hereby covenants and agrees with Assignee as follows:

1. The Company hereby assigns, transfers and sets over unto the Assignee, upon the terms and conditions set forth in this Assignment, all of the Company's right, title and interest in and to (i) the Leases, (ii) the Property, and (iii) the right to use, occupy and possess the Property or any other premises or properties under leases, tenancies, oral agreements or other occupancy agreements. This Assignment is a present and absolute assignment, and is made for the purpose of securing the due and punctual payment and performance of all of the obligations of the Company under the Loan Agreement, Note or any other Loan Document (the "Secured Obligations").

2. The Company warrants that the Leases have not been terminated, modified or amended, are in full force and effect, and that no Event of Default exists thereunder. The Company further covenants and agrees as follows:

(a) It will perform all of its obligations under the Leases and will not cancel, terminate, surrender, modify or amend in any material respect, the Leases without the prior written consent of the Assignee.

(b) The Company will use reasonable efforts to enforce the obligations of the landlord under the Leases (the "Landlord") to the end that the Company and Assignee may enjoy all of the rights granted to them, respectively, under the Leases, and will promptly notify Assignee in writing of any attempt by Landlord to interfere with the Company's use of or access to the Property, or of any action or proceeding to evict the Company or to recover possession of the Property.

(c) The lien of this Assignment shall attach to all of the Company's rights and remedies at any time arising under or pursuant to Subsection 365(h) of the Bankruptcy Code, 11 U.S.C. §365(h), including, without limitation, all of the Company's rights to remain in possession of the Property. The Company shall not, without Assignee's prior written consent, elect to treat any of the Leases as terminated under Subsection 365(h)(1) of the Bankruptcy Code, 11 U.S.C. §365(h)(1). Any such election made without Assignee's consent shall be void. The Company shall, after obtaining knowledge thereof, promptly notify Assignee of any filing by or against the Landlord or fee owner of a petition under the Bankruptcy Code. If there shall be filed by or against the Company a petition under the Bankruptcy Code pursuant to Section 365(a) of the Bankruptcy Code, the Company shall give Assignee not less than thirty (30) days' prior notice of the date on which the Company shall apply to the Bankruptcy Court for authority to reject such Lease.

3. So long as there shall exist no default by the Company in the payment and performance of the Secured Obligations, the Company shall have the right to occupy the Premises and use the Property in accordance with all of the terms and conditions contained in the Leases, subject to any limitations set forth herein.

4. Upon or at any time after default by the Company in the payment or performance of any of the Secured Obligations, the Assignee, without in any way waiving such default, may at its option, without notice, and without regard to the adequacy of the security for the Secured Obligations, either in person or by agent with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of all or any portion of the Property and have, hold, manage, occupy and operate the same on such terms and for such period of time as the Assignee may deem proper.

5. The Assignee shall not be liable for any loss sustained by the Company resulting from any act or omission of the Assignee in occupying and operating the Property after default unless such loss is caused by the intentional and willful misconduct or bad faith of the Assignee. This Assignment shall not operate to place responsibility upon the Assignee for the control, care, management or repair of the Property, nor for the carrying out of any of the terms and conditions of the Leases, nor shall it operate to make the Assignee responsible or liable for any waste committed on the Property, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

In the event of any assumption by the Assignee of any of the Company's obligations, any party having a claim against the Assignee, agrees to look solely to the Assignee's interest in the Property for recovery of any judgment against the Assignee, it being understood that the Assignee shall never be personally liable for any such judgment or for the payment of any monetary obligation to any such party. The Company shall, and does hereby agree, to defend (with counsel acceptable to the Assignee), indemnify and hold the Assignee harmless from and against any and all liability, loss, cost, damage or expense (including attorneys fees and other costs of collection) which may be or is incurred by the Assignee under or by reason of this Assignment or arising out of the exercise of Assignee's remedies hereunder.

6. If, as and when, but not before, there shall have been made payment and performance in full of the Secured Obligations, this Assignment shall become and be void and of no further force and effect.

7. In the event of foreclosure of the security interests created by the Security Agreement by sale or otherwise, Assignee is hereby authorized to sell all or any portion of the Company's interest in the Leases together with the Property or to assign the same to any

purchaser at any such sale or to any other claimant to title to the Property by virtue of such foreclosure.

8. In case of any conflict between the terms of this instrument and the terms of the Security Agreement, the terms of the Security Agreement shall prevail. Assignee may, at its election, cause this Assignment to be made a matter of public record in such public offices as Assignee may elect, all costs of filing or recording to be borne by the Company.

9. No remedy or right conferred upon the Assignee by operation of law, by this Assignment, the Loan Agreement, the Note, the Security Agreement or by any other Loan Document is intended to be, nor shall it be, exclusive of any other right or remedy, but each and every such remedy or right shall be cumulative and shall be in addition to every other remedy or right conferred upon Assignee and each and every such remedy or right may be pursued by Assignee in such manner and order, together or separately, and at such times as Assignee may elect.

10. Whenever, by terms of this Assignment, notice shall or may be given either to the Company or Assignee, such notice shall be in writing and shall be delivered in accordance with the terms of the Security Agreement.

11. This Agreement shall inure to the benefit of and be binding upon the Assignee and the Company and their respective successors and assigns, and the term "Assignee" shall be deemed to include any other holder or holders of any of the Secured Obligations. In case any provision in this Assignment shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

12. This Assignment, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the state in which the Premises are located. The Company and each general partner of the Company irrevocably waives all right to a trial by jury in any proceeding hereafter instituted by or against the Company in respect of its obligations hereunder or the transactions contemplated hereby.

Eureka County, NV

IN WITNESS WHEREOF, each of the parties hereto have caused this Assignment to be executed by duly authorized representatives as a sealed instrument as of the date first above written.

HALCYON COMMUNICATIONS PARTNERS

Halcyon Communications, Inc,  
A General Partner

By: *Edward E. Fisher*  
(Title)

and by

ECP Holdings, Inc,  
A General Partner

By: *DR*  
D.F. Fisher (Title)  
Vice President

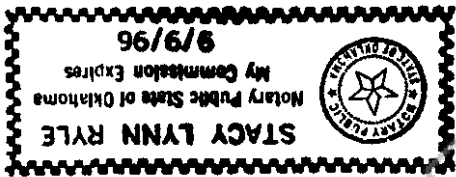
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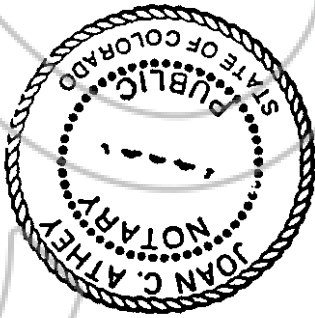
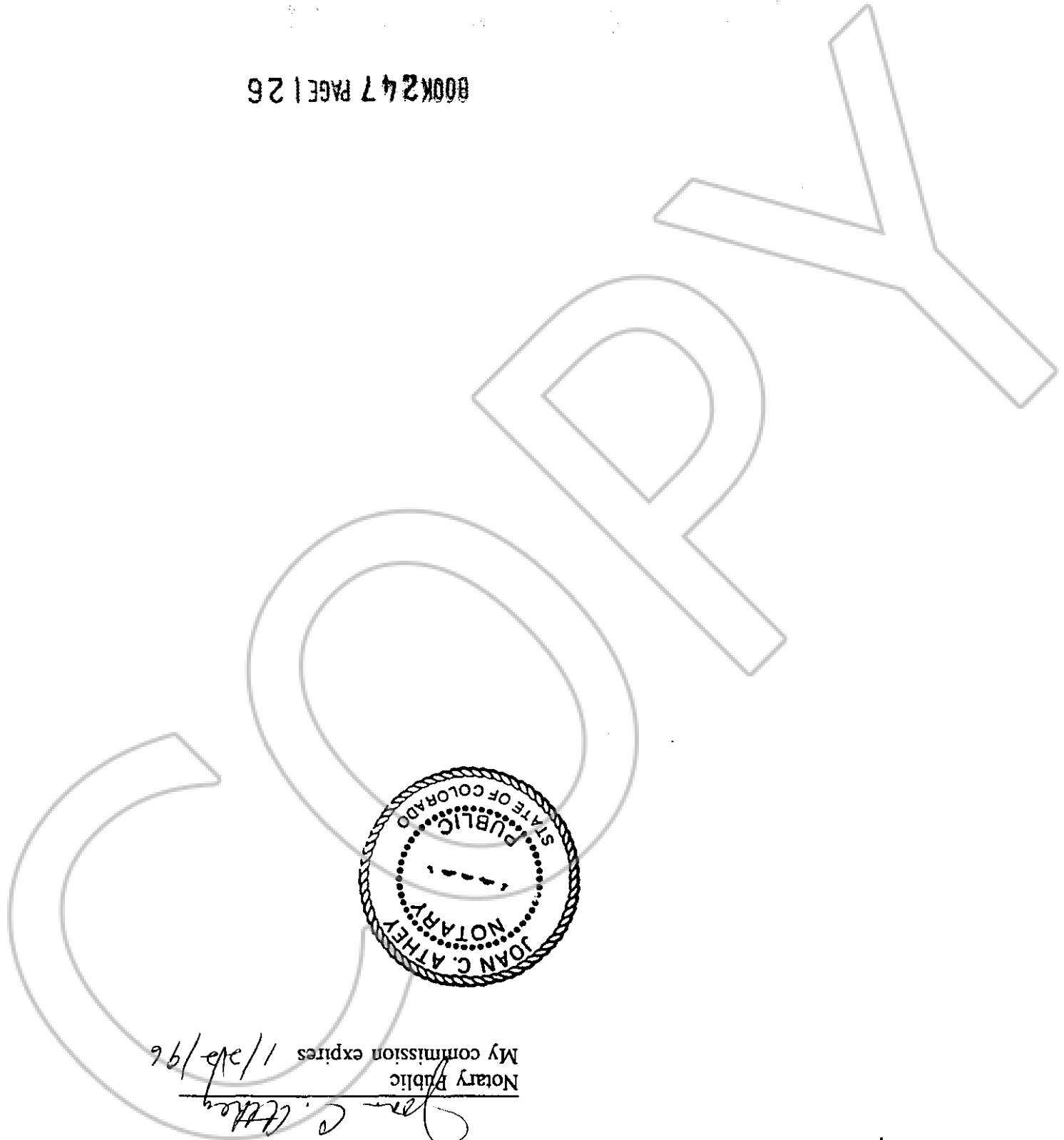
April 7, 1993

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Then personally appeared the above named *Ed Fisher*, the  
of Halcyon Communications, Inc., as general partner of Halcyon  
Communications Partners and acknowledge the foregoing instrument to his free act and deed  
as *V.P.* of such corporation, before me

*Stacy Lynn Ryle*  
Notary Public  
My commission expires





Notary Public  
My commission expires 1/26/96

*Joan C. Atkey*

Then, personally appeared the above named D. F. Frazier, the Vice President of ECP Holdings, Inc., as general partner of Halcyon Communications Partners and acknowledge the foregoing instrument to his free act and deed as Vice President of such corporation, before me

April 15, 1993

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STATE OF Colorado

EXHIBIT A

Leases

1. Lease dated March 2, 1993 between Patricia H. Ward, Executrix of the Estate of

William J. Martin and Halcyon Communications Partners, d/b/a Nevada Cable Company, with respect to property in Eureka, Eureka County, Nevada

Legal Description: A portion of Block 89, Lot 2 more particularly described as:

Beginning 49.5 feet from South East Corner; thence 100 feet West; thence 25 feet North; thence 100 feet East; thence 25 feet South to the point of beginning.

BOOK 247 PAGE 121

OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF

*Halcyon Communications Part.*

93 APR 27 AM 0:48

EUREKA COUNTY, NEVADA  
M.N. REBALANCE RECORDER  
FILE NO. FEES \$11.00

145307

BOOK 247 PAGE 127