

Eureka County, Nevada

This FINANCING STATEMENT is presented for filing and will remain effective with certain exceptions for a period of five years from the date of filing pursuant to section 9403 of the California Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) Nevada 2 Cellular Corporation, a Delaware Corporation		1A. SOCIAL SECURITY OR FEDERAL TAX NO. 94-3117388	
1B. MAILING ADDRESS c/o General Cellular Corporation 1891 Woolner Avenue		1C. CITY, STATE Fairfield, CA	1D. ZIP CODE 94533
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Northern Telecom Finance Corproation, a Delaware Corporation MAILING ADDRESS 2221 Lakeside Boulevard CITY Richardson STATE TX ZIP CODE 75082		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO. 62-1105522	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

All personal property and fixtures of the debtor, or in which the debtor has any interests, whether now owned or hereafter created, acquired or arising, and wherever located, including without limitation all of the property and interests described on Exhibit A.

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input type="checkbox"/>	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 9 (9) ITEM: <input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4)
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (b) <input checked="" type="checkbox"/>	

9. SIGNATURE(S) OF DEBTOR(S) <i>Sherry Hope-Kennedy</i>	DATE:	10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER) UCC FILE NO. 1 FILED THIS 15TH DAY OF SEPT. 1993 AT 30 MINS. PAST 3 P.M., RECORDS OF EUREKA COUNTY NEVADA. <i>M. J. Roberts</i> EUREKA COUNTY RECORDER 146723
TYPE OR PRINT NAME(S) OF DEBTOR(S) Sherry Hope-Kennedy, Assistant Secretary Nevada 2 cellular Corporation		
SIGNATURE(S) OF SECURED PARTY(IES)		
TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)		
11. Return copy to: NAME ADDRESS Sherry Hope-Kennedy CITY c/o General Cellular Corporation STATE 1891 Woolner Avenue ZIP CODE Fairfield, CA 94533		

FORM UCC-1—
Approved by the Secretary of State

BOOK 252 PAGE 106

(1) FILING OFFICER COPY

EXHIBIT A

Nevada 2 Cellular Corporation
UCC-1 Financing Statement
(County of Eureka)

List of Collateral

1. All presently-owned and hereafter acquired equipment of each Debtor in all of its forms and wherever located, including, without limitation, motors, power generators, tools, trucks, vehicles, rolling stock, machinery, machine tools, industrial equipment, office equipment, furniture, typewriters, telephones, word processing equipment, file cabinets and the contents thereof, rolling equipment, mobile equipment, controls, attachments, parts, tools, furniture and furnishings used by each Debtor in the conduct of its business operations (including without limitation any and all of the Equipment (including, without limitation, all cell site Equipment, switches, conversion Equipment, towers and microwave Equipment) then owned or in the possession of any Debtor), together with all attachments, accessories, additions and accessions thereto and replacements therefor.

2. All presently-owned and hereafter acquired goods and inventory of each Debtor wherever located, including but not limited to all present and future goods held for sale or lease or to be furnished under a contract of service and all returned goods, and all materials used or consumed in the production of inventory of any kind or type.

3. All presently-owned and hereafter acquired chattel paper, contracts for sale of inventory and documents of title of each Debtor.

4. All of each Debtor's presently-owned and hereafter acquired instruments, including without limitation promissory notes and other evidences of indebtedness (including, without limitation, each of the GCC Intercompany Notes, as defined in the Financing Agreement), and any security therefor, all as set forth in Schedule 1 to this Exhibit A (collectively, the "Instruments").

5. (a) All of each Debtor's presently-owned and hereafter acquired stocks, bonds, debentures and securities, (in each case together with all rights under any purchase agreements with respect thereto), including but not limited to the shares of stock and securities of all of the subsidiaries which are directly owned by a Debtor and the shares of stock and securities of all other corporations in which a Debtor holds a non-controlling interest, all of which are identified in Schedule 2 to this Exhibit A (the "Stock and Securities"), and all new, substituted and additional stock or securities issued with respect thereto, together with all cash and noncash dividends or distributions and all other property now or hereafter receivable with respect to any of the foregoing; and (b) all of each Debtor's hereafter acquired stocks, bonds, debentures, securities (in each case together with all rights under any purchase agreements with respect thereto) (collectively, the

"After-Acquired Stock and Securities"), and all new, substituted or additional securities or interests issued with respect thereto, together with all cash or noncash dividends or distributions and all other property hereafter receivable with respect to any of the foregoing.

6. Each Debtor's partnership interests in those partnerships, joint ventures and unincorporated associations identified in Schedule 3 to this Exhibit A (each a "Partnership" and collectively the "Partnerships"); each Debtor's rights as a general partner or manager of any of the Partnerships, including without limitation, all rights of each Debtor to act as such general partner and to manage any such Partnership; each Debtor's interest in the Certificates and Agreements of Partnership of each of the Partnerships and all amendments, modifications, restatements and replacements thereof (each a "Partnership Agreement" and collectively, the "Partnership Agreements"); each Debtor's rights to receive its share of profits, income, capital distributions and surplus from each of the Partnerships, whether in the form of cash, properties or other assets, and whether upon a sale or refinancing of Partnership assets, in the ordinary course of business, upon dissolution and liquidation or otherwise; and all rights of each Debtor to terminate a Partnership Agreement, to perform and exercise all consensual or voting rights thereunder and to compel performance and otherwise exercise all rights, remedies and powers thereunder or under applicable law. All of the rights described in this paragraph with respect to any Partnership shall be referred to collectively as the "Partnership Interest".

7. All presently-owned and hereafter acquired rights to payment of each Debtor no matter how evidenced including all Accounts (as defined in the Financing Agreement), contract rights (including, without limitation, all rights of each Debtor under all presently-existing and hereafter executed Shared Switch Agreements (as defined in the Financing Agreement) and all rights of each Debtor (including GenCell Management, Inc. ("GenCell")) under those certain Management Agreements, each of which is executed by and between GenCell and a Debtor and all of which are set forth in Schedule 4 to this Exhibit A (the "Management Agreements"), instruments, documents, and other writings evidencing a right to payment, and all presently-owned and hereafter acquired general intangibles of each Debtor including without limitation tax refunds, return premiums on any insurance, permits (including, without limitation, but subject in each instance to Section 9.2 of the Financing Agreement, all rights under those PUC Authorizations and other Governmental Approvals relating to the construction, operation and maintenance of the Cellular System described in more detail in Schedule 5 to this Exhibit A), rights under government programs or to government subsidies, licenses (including, without limitation, but subject in each instance to Section 9.2 of the Financing Agreement, all rights under the FCC licenses described in Schedule 6 hereto), rights of use, firm names (including, without limitation, the name "Cellular One" pursuant to those certain License Agreements between a Debtor and Cellular One Group as more

particularly described in Schedule 7 hereto, trade secrets, patents, patent applications and patent licenses, good will, plans and specifications, rights under insurance policies, choses and things in action, claims against any third party under any provision of any bankruptcy or insolvency law or law relating to the payment of money, now existing or hereafter arising, and all goods repossessed or returned in connection therewith.

8. All presently-owned and hereafter acquired books and records of each Debtor, including computer programs and software, pertaining to any of the foregoing and the equipment containing said books and records, relating to each Debtor's business.

9. All presently-owned and hereafter acquired bank accounts, deposit accounts (including without limitation, demand deposit accounts), and similar accounts of each Debtor in any bank, savings and loan association or similar institution (and all rights therein) now or hereafter existing or established by a Debtor in the State of California, each of which is identified in Schedule 8 to this Exhibit A.

10. All presently-owned and hereafter acquired rights of each Debtor in, under, or to: policies of insurance; payments under, or rights to payment and proceeds of, policies of insurance; and any rights under or in connection with policies of insurance including, without limitation, policies of insurance which insure any of the collateral for a Debtor's obligations to Secured Party under the Financing Agreement and the documents executed in connection therewith, including this Security Agreement and any predecessor hereto, or any real property upon which Secured Party has a Lien pursuant to any deed of trust, mortgage or similar agreement.

11. All presently-owned and hereafter acquired buildings, structures, fixtures and improvements of each Debtor of every nature whatsoever, now or hereafter situated on any and all real property now or hereafter owned, acquired or leased by each Debtor, and all other furnishings, furniture, fixtures, machinery, equipment, appliances, chattels, and tangible personal property of every kind and nature whatsoever in which a Debtor now or hereafter owns an interest and located in, on or about, or used or intended to be used with or in connection with the use, operation or enjoyment of any such real property, including all extensions, additions, improvement, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a sale of any of the foregoing; and all right, title and interest of each Debtor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, chattels and tangible personal property subject to or covered by any prior security agreement, conditional sales contract, chattel mortgage or similar lien or claim, together with the benefit of any deposits or payment now or hereafter made by or on behalf of each Debtor; and all personal property constituting proceeds acquired with cash proceeds of any of the property described hereinabove.

12. All proceeds and products of any of the foregoing, including but not limited to accounts, general intangibles, equipment, inventory, money, deposit accounts, goods, chattel

paper, documents, instruments and insurance proceeds, all refunds, equities, benefits, book equities, returns, credits, revolving fund withholdings, return of capital and certificates evidencing any right to receive payment in any form from any person and any other tangible or intangible property received upon the sale, lease or other disposition of any of the foregoing.

COPY

SCHEDULE 1 TO EXHIBIT A

Description of Instruments

Intercompany Promissory Note (Demand Note) dated September 15, 1993
by and between General Cellular Corporation and Nevada 2 Cellular
Corporation.

COPY

SCHEDULE 2 TO EXHIBIT A
Description of Stock and Securities

None

COPY

SCHEDULE 3 TO EXHIBIT A
Partnerships

None

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7

SCHEDULE 4 TO EXHIBIT A

Management Agreements

Management Agreement dated January 1, 1993 by and between GenCell Management, Inc. and Nevada 2 Cellular Corporation.

COPY

SCHEDULE 5 TO EXHIBIT A

Governmental Approvals Relating to Cellular System

State of Nevada Public Utilities Commission authorization, Docket
No. 90-864, granted October 8, 1990.

COPY

SCHEDULE 6 TO EXHIBIT A

FCC Licenses

FCC authorization for radio station KNKN214, Market #544A, Nevada
2 - Lander.

COPY

SCHEDULE 7 TO EXHIBIT A

Cellular One License Agreements

Cellular One License Agreement effective May 1, 1991, by and between Cellular One Group and Nevada 2 Cellular Corporation executed March 3, 1992, as amended August 24, 1992.

COPY

SCHEDULE 8 TO EXHIBIT A
California Bank Accounts

None

COPY

Exhibit A

Property Description
Mary's Mountain

Section 29, Township 33N, Range 51E, MDB&M, near Mary's Mountain,
near Carlin, in the County of Eureka, State of Nevada.

COPY

EXHIBIT "A"

LEGAL DESCRIPTION

A portion of Section 2, Township 33 North, Range 58 East, MDB&M, in Elko County, State of Nevada, described as follows:

Beginning at the Northeast Corner of Section 1, Township 33 North, Range 58 East, MDB&M; said Corner being a standard brass cap monument set by the U.S. General Land Office in 1917; thence South 82°37'36" West, 8174.32 feet to the true point of beginning; thence South 0°07'44" East, 208.71 feet to a point which bears North 38°02'02" West 13,057.03 feet more or less from the Southwest corner of Section 7, Township 33 North, Range 59 East, MDB&M, said Corner being a standard brass cap monument set by the U.S. General Land Office in 1917; thence South 89°52'16" West, 208.71 feet; thence North 0°07'44" West 208.71 feet; thence North 89°52'16" East 208.71 feet to the true point of beginning containing 1.000 Acre, *lt*

together with an easement described as follows:

An easement for a perpetual right-of-way over and across the adjoining property owned by Grantors (For the purpose of this paragraph only, said grantors shall mean Loyd Sorensen and Alta H. Sorensen, as husband and wife, identified as "Grantors" in an instrument entitled "Deed", recorded in Book 35, Pages 613-616 in the Official Records of Elko County, Nevada), which easement shall be forty (40) feet in width from the easterly boundary of the property conveyed by this deed and running in an easterly direction for approximately .005 miles to the existing county road, all in Section 2, Township 33 North,

Range 58 East MDB&M, in Elko County, State of Nevada, all or any part of which may be used by Grantee, its successors and assigns for road purposes and paralleling said easement at a safe distance or, in the discretion of Grantee, within the bounds of said easement, the right thereof to construct, use, maintain, repair, replace, and/or remove such lines of wire, together with the necessary poles, guys and anchors, cross-arms, wires and other fixtures and appurtenances for the conveyances of electric energy, with further right to construct, repair and maintain, cut and fill the slopes adjacent to said road in order to construct and/or maintain and repair said road.

146723

BOOK 252 PAGE 121