

Notice and Claim of Mechanic's Lien

NOTICE IS HEREBY GIVEN that MasTec North America, Inc. ("Lien Claimant") claims a Mechanics and Materials Lien (the "Lien") in the amount of \$7,880,927.00 ("Lien Amount"), plus attorney's fees, costs and interest, upon those certain improvements located on or about the public and private rights of way generally located adjacent to and/or along U.S. Highway 50 and more particularly described in Exhibits A and B attached to this Lien and incorporated herein by reference (the "Improvements").

This Lien is made pursuant to the laws of the State of Nevada, particularly Chapter 108 of the Nevada Revised Statutes, as amended, for the value of labor and materials furnished by Lien Claimant for the construction of a fiber optic cable system (the "Work and Materials").

The whole of the improvements is reasonably necessary for the convenient use and occupation of the Improvements.

Lien Claimant further states:

1. The name of the owner(s) of the interest in real property against whose interest the Lien is claimed is: **Sierra Touch America, LLC and/or Sierra Pacific Communications** ("Owners"), including subsidiaries and any other entities owned by or associated with Owners.

Owners' principal address is 6100 Neil Road, Reno, Nevada 89502 and its billing address is 1575 Delucoclane, Suite 204, Reno, Nevada 89502.

Owners are believed to be engaged in the cable transmission of electronic television signals, communication signals, and any and all other cable or communication activities.

The interest of the Owners, as far as known to the Lien Claimant, are as Owners of an easement and/or lease, including, without limitation, all licenses, permits or agreements permitting Owners to install, operate, maintain, repair or replace cable television lines, communication signals and all other cable or communication activities.

2. The name of the person by whom Lien Claimant was employed and to whom Lien Claimant furnished the Work and Materials are the Owners.

3. The terms, time given and conditions of the contract were that the Lien Claimant would furnish the Work and Materials pursuant to written contracts entered into with Owners with terms and conditions which provided for payment of the Lien Amount to be made to the Lien Claimant.

4. Lien Claimant commenced furnishing the Work and Materials on or about June 2001.

5. Lien Claimant completed furnishing Work and Materials on or about October 25, 2002. Ninety (90) days have not elapsed since the completion of the Improvements, nor has forty (40) days elapsed since recording of any Notice of Completion.

6. The Work and Materials were furnished to and actually used in the construction of the Improvements and the Lien Amount is now due and owing to Lien Claimant for the Work and Materials.

7. Demand payment was made by Lien Claimant, and no part or portion of the Lien Amount has been paid; there are no further offsets to the Lien; and Lien Claimant claims a Lien upon the Improvements in the Lien Amount, plus attorneys fees, costs and interest as provided by law.

8. Nothing contained herein, nor the recordation of this Lien shall be construed to be a waiver of Lien Claimant's right to arbitrate its claims, disputes and other matters as set forth in Lien Claimant's agreement with Owners.

MASTEC NORTH AMERICA, INC.
John M. Oliver

By John M. Oliver
Its Division Vice President

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

John M. Oliver, being first duly sworn on oath, according to law, deposes and says:

I am the Division Vice President of MasTec North America, Inc., the Lien Claimant named in the Lien. I read the above Notice and Claim of Mechanic's Lien, know the contents thereof and state that the same are true of my own personal knowledge, except those matters stated upon information and belief; and, as to those matters, I believe them to be true. I further state that the Lien contains, among other things, a correct statement of the demand of Lien Claimant, after deducting all just credits and offsets.

John M. Oliver
John M. Oliver

SUBSCRIBED AND SWORN to before me
this 25th day of November, 2002.

Carla J. Goralski
Notary Public in and for said County and State

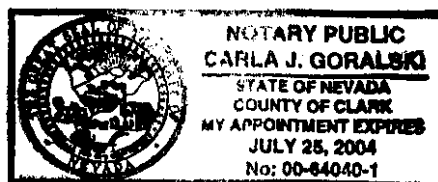


EXHIBIT A

In addition to these easements affecting the lands hereinafter described, the Lien is also claimed for the franchise rights of the easement holder(s), which franchise rights allow the easement holder(s) to install, operate, maintain, replace, and repair cable television lines, cable communication lines in public streets, which public streets are adjacent or appurtenant to the lands described below which are necessary for said cable television lines and/or cable communication lines to traverse on the lands described below.

Spread 3

The Work shall consist of the following:

Construction of fiber optic cable system, approximately 104.8 miles in distance, beginning on US 50 at the Churchill County/Lander County Line (NDOT Station #0109+50.00), traveling east, crossing the Reese River (NDOT Station #0973+00.00), and continuing to the town of Austin. Upon entry into the town of Austin, construction will travel east on US 50 to Forest Ranger Road (NDOT Station #0999+00.00) and northeast on Forest Ranger Road through a portion of the hills located north of town. From Forest Ranger Road, construction will turn south on 1st Street in a residential area in Austin, southeast on Reese Road, and northeast on US 50. Construction will continue northeast on US 50 for approximately 1300', turning east on a dirt forest service road, which parallels a pole line. Construction will continue east on the dirt forest service road for approximately 1.4 miles. At that point, construction will leave the dirt road and follow the pole line for approximately 1 mile, then begin following another dirt road. Construction will continue following the dirt road until it meets with US 50 (NDOT Station #294+06). Once at US 50, construction will travel east on US 50 crossing the Lander County/Eureka County Line (NDOT Station #0356+69.00), passing through the town of Eureka, and ending at the Eureka County/White Pine County Line (NDOT Station Equation 0555+86.51 back, 0000+00.00 ahead). All construction will occur within public and private right-of-ways.

The system construction shall consist of placing eight (8) 2" HDPE conduit by means of cat plow trenching, and boring methods, handhole installations, bridge attachments, access point installation, installation of innerduct, installation of fiber optic cable into newly placed conduit, and the repair and restoration of all disturbed surfaces.

EXHIBIT B

In addition to easements affecting the lands hereinafter described, the Lien is also claimed for the franchise rights of the easement holder(s), which franchise rights allow the easement holder(s) to install, operate, maintain, replace, and repair cable television lines, cable communication lines in public streets, which public streets are adjacent or appurtenant to the lands described below which are necessary for said cable television lines and/or cable communication lines to traverse on the lands described below.

Spread 4

The Work shall consist of the following:

Construction of fiber optic cable system, approximately 132 miles in distance, beginning on US 50 at the Eureka County/White Pine County Line (NDOT Station Equation 55+86.51 back, 0000+00.00 ahead), continuing east on US 50 traveling over Snake Summit (NDOT Station #0714+00.00) and Little Antelope Summit (NDOT Station #0618+80.00). Construction will continue east on US 50 to HWY MP 65 (NDOT Station #0832+82). At MP 65.22, construction will travel east, paralleling a railroad track south of US 50. Construction will parallel the railroad track for .6 mile to US 50. Construction will continue east on US 50 to HWY MP 65.22 (NDOT Station #0832+82). At MP 65.22, construction will travel east, paralleling a railroad track, south of US 50. Construction will parallel the railroad track for .6 miles to US 50 (NDOT Station #0862+58). At this point, construction will travel east on US 50 entering the town of Ely. Once in Ely, construction will continue east on US 50 to the intersection of US 50 and Mill Street (NDOT Station #0021+13.35), south on Mill Street, south on Murry Street to the intersection of Murry Street and US 6 (NDOT Station #0345+00), east on US 6, south on Beat Drive, east on Mineral Drive, and east on US 50/US 6. Construction will continue east on US 50/US 6 to HWY MP 60.3 (NDOT Station #0243+81). At this point, construction will travel east, paralleling Old Hwy 50 for 4.3 miles. At US 50/US 6 HWY MP 64.8 (NDOT Station #0006+13), construction will exit Old Hwy 50 boundaries and begin traveling east, paralleling US 50/US 6. Spread 4 will end on US 50/US 6 at the Nevada/Utah border (NDOT Station #1951+89). All construction will occur within public and private right-of-ways.

The system construction shall consist of placing eight (8) 2" HDPE conduit by means of cat pl, trenching, and boring methods, handhole installations, bridge attachments, as point installation, installation of innerduct, installation of fiber optic cable into newly placed conduit, and the repair and restoration of all disturbed surfaces.

Recorded at the Request and When Recorded
Return to:

PEEL, BRIMLEY & ANGLER
701 N. Green Valley Wy., Ste. 220
Henderson, NV 89014

COOPY

BOOK 356 PAGE 003
OFFICIAL RECORDS
RECORDED AT THE REQUEST OF
Peel, Brimley, & Spangler
Jes 02 ~~NOV 32~~ AM 11:10
DEC 02
JURNEVA COUNTY, NEVADA
M.H. REGALEATI, RECORDER
FILE NO. **180246** FEES 18⁰⁰