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UNIFORM COMMERCIAL CODE - FINANCING STATEMENT CHANGE - FORM N-UCC-2

This STATEMENT is presented for filing pursuant to the Nevada Uniform Commercial Code

IMPORTANT:

Read Instructions on back before filling out form NV-Douglas County

Receipt No. _____

1. File No. of Orig. Financing Statement 398238	1A. Date of Filing of Orig. Financing Statement 10/08/1996	1B. Date of Orig. Financing Statement	1C. Place of Filing Orig. Financing Statement
2. DEBTOR (As Appears on Original Financing Statement) (ONE NAME ONLY) <input checked="" type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST) Smart SMR of California, Inc.			2A. SOCIAL SECURITY OR FEDERAL 22-3130303
2B. MAILING ADDRESS (As Appears on Original Financing Statement) 1505 Farm Credit Drive--Suite 100		2C. CITY, STATE MCLEAN, VA	2D. ZIP 22102
3. ADDITIONAL DEBTOR (If Any) (ONE NAME ONLY) <input type="checkbox"/> LEGAL BUSINESS NAME <input type="checkbox"/> INDIVIDUAL (LAST NAME FIRST)			3A. SOCIAL SECURITY OR FEDERAL
3B. MAILING ADDRESS		3C. CITY, STATE	3D. ZIP
4. <input type="checkbox"/> ADDITIONAL DEBTOR (S) ON ATTACHED SHEET			
5. SECURED PARTY NAME The Chase Manhattan Bank, as Collateral Agent MAILING ADDRESS 200 Jericho Quadrangle CITY JERICHO STATE NY ZIP CODE 11753			5A. SOCIAL SECURITY NO. FEDERAL TAX NO. 13-4994650
6. ASSIGNEE OF SECURED PARTY (If Any) NAME MAILING ADDRESS CITY STATE ZIP CODE			6A. SOCIAL SECURITY NO. FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A.
7. A. <input type="checkbox"/> CONTINUATION-The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. If collateral is crops or timber, fixtures, or oil, gas or minerals check here <input type="checkbox"/> and insert description of real property on which growing or to be grown or to which affixed or to be affixed or from which to be extracted in Item 8 below. If crops or fixtures, also insert name of record owner of real estate. Effective only if submitted within 6 months prior to expiration date. B. <input checked="" type="checkbox"/> RELEASE-From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party releases the collateral described in Item 8 below. Release does not terminate debt. C. <input type="checkbox"/> ASSIGNMENT-The Secured Party certifies that the Secured Party has assigned to the Assignee above named, all or part of the Secured Party's rights under the Financing Statement bearing the file number shown above in the collateral described in Item 8 below. D. <input type="checkbox"/> TERMINATION-The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above. E. <input type="checkbox"/> AMENDMENT-The Financing Statement bearing the file number shown above is amended as set forth in Item 8 below. (Signature of Debtor(s) and Secured Party(ies) required on all amendments.)			
8. See the attached Exhibit A for PARTIAL RELEASE.			

401372/015 (19)

THIS SPACE FOR USE OF FILING OFFICER

9. _____ (Date) _____ 19____

By _____ (TITLE) _____
SIGNATURE(S) OF DEBTOR(S)

By Shari Stern (TITLE) AVP
SIGNATURE(S) OF SECURED PARTY(IES) SHARI STERN (TITLE) AVP
The Chase Manhattan Bank, as Collateral Agent
TYPE NAME(S)

10. This Space for Use of Filing Officer: (Date, Time, File Number and Filing Officer)

11. Return Copy to:

NAME CSC
ADDRESS P.O. BOX 591
CITY, STATE ATTN: UCC DEPT
 WILMINGTON, DE 19899-0591

Trust Account Number (if _____)

YELLOW-Alphabetical; PINK-Acknowledgement; GREEN-Secured Party; BLUE-Debtor. (Filing Fees: See Instructions)

(08180)

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BK 1099PG2364

EXHIBIT A TO UCC-3 PARTIAL RELEASE

1. DEBTOR: SECURED PARTY
Smart SMR of California, Inc. The Chase Manhattan Bank, as Collateral Agent
1505 Farm Credit Drive, Suite 100 200 Jericho Quadrangle
McLean, VA 22102 Jericho, NY 11753

2. DESCRIPTION OF RELEASED PROPERTY:

All of the Debtors' right, title and interest in and to the equipment and other items of real and personal property described below (collectively, the "Tower Assets"):

(a) Each site location listed in Schedule 1 attached hereto and with the exception of the Excluded Assets (as defined below), the tower structure, tower lighting, tower grounding system, fences and, solely in the case of sites designated as analog sites in Schedule 1 attached hereto, shelters and concrete pads. The Tower Assets also include:

(w) **Interests in Real Property.** All real property and real property leasehold interests (including easements and rights of way with respect to access roads) that are owned or held by Debtor at the site location of a Transferred Tower (as defined in Annex 1 hereto).

(x) **Tenant Leases.** All rights and benefits of Debtor in, to, and under all agreements with third parties for the rent of space with respect to, or that relate exclusively to, a Transferred Tower (the "Tenant Leases").

(y) **Permits.** All permits (the "Permits") issued by any Governmental Authority (as defined in Annex 1 hereto) that are necessary for, or were otherwise obtained in connection with, the construction, use, or operation of a Transferred Tower (other than permits or licenses granted by the Federal Communications Commission relating to the use of one or more trunked or conventional specialized mobile radio communications frequencies or channels or other radio spectrum, including any such use in providing wireless communications services or operating analog or digital mobile radio communications systems) issued to or held by Debtor, to the extent such Permits may be assigned.

(z) **Documents and Records.** All documents and records in possession of Debtor, Nextel Communications, Inc. ("NCI"), or any Subsidiary (as defined in Annex 1 hereto) of NCI relating exclusively to a Transferred Tower and copies of the relevant portions of other books and records that are, in NCI's judgment,

reasonably related to a Transferred Tower. Notwithstanding the foregoing, NCI may retain copies of any and all such documents and records.

(b) Notwithstanding anything to the contrary contained herein, the Tower Assets exclude all assets other than those specifically described in paragraph (a) above, which Excluded Assets include, without limitation, (i) all wireless communications and electronic equipment owned or leased by Debtor or any NCI Subsidiary or Affiliate (as defined in Annex 1 hereto) or any third party tenant, including base radios and controllers, all equipment used to connect such equipment with the public switched telecommunications network and/or with the wireless communications network operated by NCI, Debtor, any Subsidiaries or Affiliates of NCI or Debtor, or any other Person (as defined in Annex 1 hereto), all phone lines, generators, and secondary power supplies, all cells on wheels, and all shelters except for shelters solely at sites designated as analog sites in Schedule 1 attached hereto (whether or not located at or about the site location of any Transferred Tower), (ii) all licenses, permits, consents, certificates of compliance, franchise approvals, or other similar authorizations relating to the operation of wireless communication systems and use of radio spectrum, and (iii) any real, personal, or mixed property not located on or about the site location of any Tower Assets and not otherwise described in paragraph (a) above (the "Excluded Assets").

Certain Defined Terms

"Affiliate": As defined in Rule 12b-2 under the Exchange Act.

"Exchange Act": The Securities Exchange act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Governmental Authority": Any government or political subdivision or department thereof, any governmental or regulatory body, commission, board, bureau, agency, department, or instrumentality, or any court or arbitrator or alternative dispute resolution body, in each case whether domestic or foreign, federal, state, county, or local.

"Person": Any individual or any corporation, company, partnership, trust, incorporated or unincorporated association, joint venture, or other entity of any kind, including, without limitation, any pension, profit sharing or other benefit plan, or trust.

"Subsidiary": As to any Person, any other Person of which at least 50% of the equity interests are owned, directly or indirectly, by such first Person.

"Transferred Towers": Those Tower Assets covering the sites identified in Schedule 1 attached hereto.

DEBTOR

SECURED PARTY

Smart SMR of California, Inc.
1505 Farm Credit Drive
Suite 100
McLean, VA 22102

The Chase Manhattan Bank,
as Collateral Agent
200 Jericho Quadrangle
Jericho, NY 11753

SCHEDULE I

West	NV-005A	1	Spur Peak/Christmas Tree Pass	Site	APN	114-44-34.00	35-14-58.00	4,820	1.00	1.00	1.00	1.00	1.00	1.00
West	NV-0212	1	Spanish Springs	Spanish Springs	APN-0901108	119-44-00.00	39-56-26.00	4,515	1.00	1.00	1.00	1.00	1.00	1.00
West	NV-0423	3	Reno Tahoe Airport	Reno	8955 N Virginia Street	119-53-10.60	39-27-01.87	5,297	1.00	1.00	1.00	1.00	1.00	1.00
West	NV-0474	1	Casey Road	Reno	4810 Alcantara Circle	119-43-43.80	39-28-57.27	4,414	1.50	1.00	1.00	1.00	1.00	1.00
West	NV-0477	2	Hazen	Fallon	5003 Reno Highway	119-51-26.16	39-29-05.21	3,998	3.00	1.00	1.00	1.00	1.00	1.00
West	NV-0683	1	I-80 Connector	Sec 15, T.19 N., R.18 E., M.D.B & M	APN 21-392-01-04	119-05-58.29	38-34-34.94	4,149	3.00	1.00	1.00	1.00	1.00	1.00
West	NV-0723	2	South Dayton	Verdi	APN 038-380-13	119-57-13.71	39-31-07.87	5,121	2.00	2.00	1.00	1.00	1.00	1.00
West	NV-5301	1	South Strip	Dayton	151 Old Como Rd	119-34-27.82	39-13-48.89	4,504	3.00	1.00	1.00	1.00	1.00	1.00
West	NV-5303	1	North Strip - Rivera, Inc.	Las Vegas	4875 Industrial Road	119-10-59.89	36-05-57.89	2,140	1.00	1.00	1.00	1.00	1.00	1.00
West	NV-5308	1	McCartan	Las Vegas	2901 South Las Vegas Blvd	115-08-24.89	36-08-04.89	2,050	1.00	1.00	1.00	1.00	1.00	1.00
West	NV-5308	1	Fleinnor	Las Vegas	5407 Swenson St.	115-08-40.99	36-05-28.90	2,068	1.00	2.00	1.00	1.00	1.00	1.00
West	NV-5308	1	Rainbow	Las Vegas	2143 Palm Street	115-08-09.99	36-08-51.89	1,822	1.00	1.00	1.00	1.00	1.00	1.00
West	NV-5309	1	NW Route 95	Las Vegas	6601 W Charleston Blvd	115-14-23.00	36-09-28.88	2,375	1.00	1.00	1.00	1.00	1.00	1.00
West	NV-5310	1	North I-15	Las Vegas	3950 Leon Avenue	115-13-14.01	36-13-43.88	2,249	1.00	1.00	1.00	1.00	1.00	1.00
West	NV-5311	1	Green Valley	Las Vegas	Directions: Lamb Blvd and N Las Vegas Blvd	115-05-03.00	36-13-25.89	1,881	1.00	1.00	1.00	1.00	1.00	1.00
West	NV-5312	1	South I-15	Henderson	1840 Ramrod Lane	115-04-10.00	36-04-38.00	1,918	1.00	1.00	1.00	1.00	1.00	1.00
West	NV-5314	1	Boulder City	Henderson	3695 W Lake Mead Blvd.	115-08-08.00	35-58-38.00	2,370	1.00	1.00	1.00	1.00	1.00	1.00
West	NV-5318	1	Searchlight	Boulder City	400 Avenue M	114-49-43.94	35-58-50.92	2,585	1.00	1.00	1.00	1.00	1.00	1.00
West	NV-5325	1	West Flamingo	Searchlight	710 Villanueva Rd	114-55-15.90	35-28-13.00	3,756	1.00	1.00	1.00	1.00	1.00	1.00
West	NV-5328	1	Painted Desert	Las Vegas	4325 Valley View Blvd.	115-11-25.00	36-08-42.00	2,168	2.00	1.00	1.00	1.00	1.00	1.00
West	NV-5328	1	Rancho	Las Vegas	4722 Balsam St.	115-14-36.00	36-14-47.00	2,321	1.00	1.00	1.00	1.00	1.00	1.00
West	NV-5330	1	North Las Vegas	N. Las Vegas	4887 Smoke Ranch Rd.	115-12-24.00	36-12-09.00	2,210	2.00	1.00	1.00	1.00	1.00	1.00
West	NV-5334	1	West Las Vegas	Self Storage City	725 West Washburn Rd.	115-14-36.00	36-14-47.00	2,321	1.00	2.00	2.00	2.00	2.00	1.00
West	NV-5335	1	Eastern	Las Vegas	6740 West Flamingo Rd	115-14-22.00	36-08-54.00	2,345	2.00	2.00	1.00	1.00	1.00	1.00
West	NV-5336	1	Loosee	Las Vegas	1640 E. Flamingo Rd	115-07-54.00	36-08-57.00	1,979	2.00	2.00	1.00	1.00	1.00	1.00
West	NV-5364	1	Russell	North Las Vegas	807 East Cheyenne Ave	115-07-42.99	36-13-03.10	1,946	2.00	2.00	1.00	1.00	1.00	1.00
West	NV-5371	1	Boontown	Las Vegas	Russell Road @ Wynn Road (no street address)	115-11-35.00	36-02-28.00	2,311	2.00	2.00	1.00	1.00	1.00	1.00
West	NV-5371	1	Boontown	Las Vegas	APN 177-18-501-006	115-11-35.00	36-02-28.00	2,311	2.00	2.00	1.00	1.00	1.00	1.00

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\$19.00 PAID DEPUTY

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REQUESTED BY
CSC
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 OCT 14 PM 12: 27

LINDA SLATER
RECORDER