COLLATERAL ASSIGNMENT OF LEASE

THIS COLLATERAL ASSIGNMENT OF LEASE is made and entered into as of the 30th day of September, 1993, by and among MIDAMERICAN CABLE SYSTEMS LIMITED PARTNERSHIP, a Delaware limited partnership (the "Assignor") and SOCIETY NATIONAL BANK, a national banking association (the "Bank" or the "Assignee").

R E C I T A L S:

A. The Assignor has obtained an interest in a certain parcel of real estate described on Exhibit A attached hereto, pursuant to that certain Lease dated Nov. 27, 1987, by and between James Clifton and Ark Cable System of Indiana, Inc. (the "Lease"), as thereafter assigned to Assignor.

B. Pursuant to a certain Revolving Credit and Term Loan Agreement of even date herewith (the "Credit Agreement") by and among Assignor and the Bank, the Bank has agreed to grant the Assignor a Seven Million Five Hundred Fifty Thousand Dollar ($7,550,000) credit facility, consisting of a $4,550,000 four (4) year term loan (the "Term Loan") and a $3,000,000 two (2) year revolving credit facility (the "Revolving Credit Facility"), thereafter converting to a two (2) year term loan (the "Converted Term Loan"). The terms, conditions and use of proceeds of the Loans and the rights and obligations of the Bank and the Assignor in respect thereof are as set forth in the Credit Agreement.

D. It is a condition precedent to the Bank's obligation to extend credit to the Assignor, that the Assignor assign the Lease as security for its obligations under the Credit Agreement, and the Assignor is willing to do so.

E. All capitalized terms not otherwise defined herein shall have the same meanings as are ascribed to such terms in the Credit Agreement.

A G R E E M E N T S:

In consideration of the foregoing recitals, the promises made herein, and of the loans made or to be made to the Assignor by the Bank, the Assignor agrees as follows:

1. As collateral security for the obligations described in Paragraph 2 hereof, the Assignor hereby grants, transfers and assigns to the Assignee all of its right, title and interest as Lessee in and to the Lease.

FILE No. 327-1232
RECORDING FEE $ 31.00
TRANSFER FEE $
FILED FOR RECORD THE 25 DAY OF October, 1993 AT 11:59 O'CLOCK A M. BOOK 4 PAGE 112
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc.

2. This Assignment is made for the purpose of securing (a) the payment and performance of all indebtedness, obligations and liabilities of the Assignor arising at any time, now or in the future, pursuant to the Credit Agreement or the Notes (including interest accruing after the commencement of any case or proceeding under any federal or state bankruptcy or insolvency law to the extent that a claim for such interest is allowable under such bankruptcy act or law ("Post-Petition Interest")); (b) the performance by the Assignor of its covenants and agreements set forth herein; (c) all payments made or expenses incurred by the Assignee, including, without limitation, reasonable attorneys' fees and legal expenses, in the exercise, preservation or enforcement of any of the rights, powers or remedies of the Assignee, or in the enforcement of the obligations of the Assignor, hereunder (whether or not paid or incurred in the context of a federal or state bankruptcy, insolvency or reorganization proceeding); (d) any and all other indebtedness, obligations or liabilities of the Assignor to the Bank (including Post-Petition Interest to the extent allowable) arising in any other manner whatsoever, at any time, whether owing by the Assignor solely or by the Assignor with one or more others in a several, joint or joint and several capacity, whether absolute or contingent, whether created by loan, overdraft, guaranty of payment or other contract or by quasi-contract, tort, statute or operation of law, whether incurred directly to the Bank or acquired by the Bank by purchase, pledge or otherwise, and whether participated to or from the Bank in whole or in part; and (e) any amendments, renewals, continuations, modifications, conversions or extensions of any of the foregoing.

3. The Assignor warrants and covenants with the Assignee that the Assignor is the true and lawful owner of the lessee's interest in and to the Lease, and has good right and full power to assign and transfer the same in the manner aforesaid; that the Lease is in full force and effect; that all rents and other payments due under the Lease at the date hereof have been paid in full; that there has been no default in any of the covenants, agreements, terms, provisions and conditions contained in any Lease on the part of the Assignor or any lessor or grantor to be performed and observed; and that the interest hereby assigned and transferred by the Assignor to the Assignee is free and clear of all liens and encumbrances whatsoever.

4. To protect the security of this Assignment, the Assignor agrees that:

(a) The Assignor shall not have the right or power without the written consent of the Assignee to cancel, abridge or otherwise modify any Lease;

(b) The Assignor shall faithfully perform each and every obligation to be performed by it under each Lease and shall enforce, short of termination thereof, at its sole cost and expense each and every obligation under the Lease to be performed by the lessor thereunder;

(c) The Assignor shall appear in and defend, at its sole cost, any action or proceeding in any manner connected with the Lease or its obligations thereunder; and

(d) If the Assignor shall fail to perform any obligation under the Lease, the Assignee may, but shall not be obligated to, perform the same in such manner and to such extent as the Assignee may deem necessary to protect the security of this Assignment, including, without limitation, the right to appear in and defend any action or proceeding purporting to affect the security of this Assignment, or the rights or powers of the Assignee.

5. Upon payment in full of all Indebtedness, this Assignment shall be of no further force and effect and the Assignee shall release all of its right, title and interest in and to the Lease, together with all modifications, extensions, renewals and guaranties thereof, to the Assignor, without representation or recourse.

6. The Assignee shall not be obligated to perform or discharge, nor does the Assignee hereby undertake to perform or discharge, any obligations under the Lease, unless it so elects upon an event described in the Credit Agreement as an "Event of Default" or to protect the security of this Assignment.

7. All notices to or demands or requests of the Assignor or of the Assignee shall be given pursuant to the terms of the Credit Agreement.

8. No course of dealing in respect of, nor any omission or delay in the exercise of, any right, power or privilege by the Assignee, shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any further or other exercise thereof or of any other right, power or privilege. Each such right, power or privilege may be exercised either individually or concurrently with others and as often and in such order as the party exercising the same may deem expedient. Except as herein specifically provided to the contrary, the Assignee may from time to time in its absolute discretion grant the Assignor waivers and consents in respect of this Assignment or any related writing, but no such waiver or consent shall be binding upon the Assignee unless specifically granted in writing pursuant to this Assignment and any such writing shall be strictly construed.

9. This Assignment shall be binding upon and inure to the benefit of the Assignee and the Assignor and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed as of the day and year first above written.

Signed and acknowledged
in the presence of:

Diane Westerveen
DIANE WESTERVEEN

Terry Thomas
TERRY THOMAS

MIDAMERICAN CABLE SYSTEMS
LIMITED PARTNERSHIP
By: MAC Holdings Limited
Partnership, General Partner

By: MidAmerican CableSystems
Inc., General Partner of MAC
Holdings Limited Partnership

By: _____
JAY R. ELIASON

Its: President

"Assignor"

Diane Westerveen
DIANE WESTERVEEN

Terry Thomas
TERRY THOMAS

SOCIETY NATIONAL BANK

By: _____
Daniel W. Thompson
Vice President,
Society Management Company,
Authorized Signatory for
Society National Bank

"Assignee"

ACKNOWLEDGMENTS

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Personally appeared before me, the undersigned authority in and for said state and county, the within named Jay R. Eliason personally known to me to be the President of MidAmerican Cable Systems Limited Partnership, a Delaware limited partnership, who acknowledged that he did sign and deliver the foregoing instrument on the day and year therein mentioned, for and on behalf of MidAmerican Cable Systems Limited Partnership being first authorized to do so.

Notary Public

GARY S. DESBERG, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date
Section 147.03 R.C.

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

Personally appeared before me, the undersigned authority in and for said state and county, the within named Daniel W. Thompson personally known to me to be a Vice President of Society National Bank, a national banking association, who acknowledged that he did sign and deliver the foregoing instrument on the day and year therein mentioned, for and on behalf of the Association, being first authorized to do so.

Notary Public

GARY S. DESBERG, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date
Section 147.03 R.C.

This instrument prepared by
and after recording return to:

Berick Pearlman & Mills Co., L.P.A.
1350 Eaton Center
1111 Superior Avenue
Cleveland, Ohio 44114
(216) 861-4900
Attention: Osborne Mills, Jr.

EXHIBIT A
TO
COLLATERAL ASSIGNMENT OF LEASE BETWEEN
MIDAMERICAN CABLE SYSTEMS LIMITED PARTNERSHIP, ASSIGNOR AND
SOCIETY NATIONAL BANK, ASSIGNEE

Atract of Land 35 ft. by 35 ft. located in the southwest corner of:

Parcel B of the Plat of Parcel A and Parcel B of Part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼), Section Thirty Six (36), Township Eighty-Nine North (T89N), Range Four West (R4W) of the Fifth P.M., City of Earlville, Delaware County, Iowa, according to Plat recorded in Book 5 Plats, Page 39.