

#5-5000

Chrg: CTIC
1275 Ontario St.
Cleveland, OH 44113
Attn: Barbara Moran

1059598 rec. Sara McDonnell
1900 Huntington Center
Columbus, OH 43215

LCI COMMUNICATIONS, INC. Employer
Identification No.: 31-1115867
LITEL TELECOMMUNICATIONS
CORPORATION Employer Identification
No.: 39-1455803

006738

This document is to be indexed
in the real estate records of
Franklin County, Indiana.

This instrument was
prepared by and was
recorded should be
returned to:
Christie A. Hill,
Jones, Day, Reavis & Co., LLP
1900 Huntington Center
Columbus, Ohio 43215

LILLIAN A. BLASTICK
RECORDER OF DEEDS
CRANE POINT, INDIANA 46307

STATE OF INDIANA
CLERK OF SUPERIOR COURT
CHICAGO TITLE INSURANCE COMPANY
RECORDS SECTION
INDIANA DIVISION
NOV 10 10 11 AM '88

COLLATERAL ASSIGNMENT
OF
EASEMENTS, LEASES, LICENSES,
RIGHTS-OF-WAY AND ORDINANCES
AND FIXTURE FILING

THIS COLLATERAL ASSIGNMENT OF EASEMENTS, LEASES, LICENSES, RIGHTS-OF-WAY AND ORDINANCES AND FIXTURE FILING (this "Collateral Assignment and Fixture Filing"), made as of November 1, 1988, from LCI Communications, Inc. ("LCI") and Litel Telecommunications Corporation ("Litel" and, together with LCI being referred to collectively as the "Assignors" and each of LCI and Litel being referred to sometimes individually as an "Assignor"), each a Delaware corporation, and each having its principal office and place of business at Corporate Hill I, 200 Old Wilson Bridge Road, Worthington, Ohio 43085, to Mellon Bank, N.A., as Administrative Agent (the "Administrative Agent"), a national banking association with an address at One Mellon Bank Center, Pittsburgh, Pennsylvania 15259, Attention: Loan Administration, under the Revolving Credit and Standby Loan Agreement of even date herewith (as amended, modified and supplemented from time to time, the "Credit Agreement"), among LCI, the Banks named in Section 2.01 thereof (the "Banks") and the Co-Agents. Capitalized terms used herein which are not otherwise defined shall have the respective meanings assigned to them in the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Banks have agreed to extend credit to LCI to enable it to borrow as

Handwritten initials and date: 11/11

provided therein and Litel will receive direct and tangible value and benefits from such borrowings; and

WHEREAS, the obligation of the Banks under the Credit Agreement to make loans to LCI is conditioned, among other things, upon the execution and delivery of this Collateral Assignment and Fixture Filing; and

WHEREAS, the Assignors have agreed to make this Collateral Assignment and Fixture Filing as additional security for the performance of their respective obligations under the Credit Agreement, the Notes and the Litel Guaranty Agreement.

NOW, THEREFORE, for value received, the sufficiency of which is hereby acknowledged, the Assignors hereby grant a security interest in and grant, bargain, sell, convey, mortgage, warrant, transfer and assign to the Administrative Agent, its successors and assigns, for the ratable benefit of the Banks, as security for the Debt (hereinafter defined), all of their respective rights, title, privileges and interests into or under and to the easements, leases, licenses, rights-of-way and/or ordinances described on Exhibit A attached hereto and made a part hereof (each easement, lease, license, right-of-way and/or ordinance described on Exhibit A being called the "Real Estate Agreement," and the rights of the Assignor thereunder being called the "Real Estate Rights"), and in all improvements, fixtures, equipment and other property of the Assignors of every kind and description, now or at any time hereafter installed or located on the real estate described in Exhibit A hereto, including without limitation, all microwave radio systems, telecommunication transmission systems and fiber optic systems, together with all attachments, accessories and parts used or intended to be used with said goods, whether now or hereafter installed therein or thereon or affixed thereto, as well as all substitutions and replacements thereof in whole or in part (the "Fixtures and Equipment"), together with all of the proceeds and products of the Real Estate Rights and the Fixtures and Equipment (the Real Estate Rights, the Fixtures and Equipment and the proceeds therefrom being hereinafter called, collectively, the "Assigned Interests");

As used herein, "Debt" shall mean (A) all obligations of LCI under the Credit Agreement and the Notes, whether for principal, interest, expenses or otherwise, including any and all extensions, renewals, refundings, refinancings or other modifications thereof, in whole or in part, (B) all obligations of Litel or LCI under this Collateral Assignment and Fixture Filing or any other Security Document; (C) all costs and expenses incurred by the Administrative Agent, the Co-Agents or the Banks or any of them in the collection or enforcement of any of such obligations, or realization upon the Assigned Interests (hereinafter defined) or the security of any other Security Document, including without limitation reasonable attorneys' fees and legal expenses and (D) all future advances

made by the Administrative Agent, the Co-Agents or the Banks or any of them for the maintenance, protection or preservation of said Assigned Interests or the security of any other Security Document or any portion thereof or the Administrative Agent's security interest or lien therein, including, without limitation, advances for storage, insurance premiums, transportation charges, taxes, filing fees and the like.

TO HAVE AND TO HOLD the Assigned Interests, together with all privileges and appurtenances thereunto belonging, to the Administrative Agent, subject to the following terms and conditions:

1. Each Assignor, for itself and its successors and assigns, hereby covenants and agrees that it is lawfully possessed of the Assigned Interests; and that it will forever warrant and defend the same with all privileges and appurtenances unto the Administrative Agent against the lawful claims of all persons whomsoever.

2. Each Assignor further covenants and agrees that it will keep and maintain all applicable covenants, warranties, payments, obligations, and performances as provided in the Credit Agreement, the Notes, the Litel Guaranty Agreement and the other Security Documents, and any other documents defined and incorporated therein (all of which are hereinafter called, collectively, the "Loan Documents"), all of the terms of which are incorporated herein by reference.

3. Anything herein contained to the contrary notwithstanding, each Assignor shall remain liable under the Real Estate Agreements to which it is a party to perform all of its obligations thereunder in accordance with and pursuant to the terms and provisions thereof, and the Administrative Agent shall have no obligation or liability under such Real Estate Agreements by reason of or arising out of this Collateral Assignment and Fixture Filing.

4. Neither Assignor shall take or omit to take any action, the taking or omission of which might result in an alteration, termination, or impairment of (a) the Real Estate Agreements, (b) this Collateral Assignment and Fixture Filing, or (c) any of the rights created by such Real Estate Agreements or this Collateral Assignment and Fixture Filing.

5. (a) The term Event of Default, whenever used in this Collateral Assignment and Fixture Filing, shall mean an Event of Default (as defined in the Credit Agreement) under the Credit Agreement.

(b) If an Event of Default shall have occurred, then the whole unpaid and outstanding principal sum of the indebtedness secured hereby with interest accrued and unpaid

thereon shall, as provided in the Credit Agreement, become due and payable without notice or demand, time being of the essence of this Collateral Assignment and Fixture Filing; and no omission on the part of the Administrative Agent to exercise such option when entitled so to do shall be considered as a waiver of such right.

(c) If an Event of Default shall have occurred and be continuing, the Administrative Agent may forthwith, and without further delay institute an action of foreclosure, or take such other action as the law may allow, at law or in equity, for the enforcement thereof and realization on the security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of the principal indebtedness, with interest, at the rates and pursuant to the methods of calculation specified in the Notes and the Credit Agreement to the date of default and thereafter, together with all other sums secured by this Collateral Assignment and Fixture Filing, all costs of suit, interest at the rate specified in the Notes on any judgment obtained by the Administrative Agent from and after the date of any sale of the Assigned Interests until actual payment is made of the full amount due the Administrative Agent, and an attorneys' reasonable fee for collection, without further stay, any law, usage or custom to the contrary notwithstanding.

(d) (i) If an Event of Default shall have occurred and be continuing, each Assignor, upon demand of the Administrative Agent, shall forthwith surrender to the Administrative Agent the actual possession of the Assigned Interests, and to the extent permitted by law, the Administrative Agent may enter and take possession of the Assigned Interests and may exclude the Assignors, and their respective agents and employees wholly therefrom.

(ii) Upon every such entering and taking of possession, the Administrative Agent may hold, store, use operate, manage, control and maintain the Assigned Interests and conduct the business thereof, and, from time to time, (A) make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (B) insure or keep the Assigned Interests insured; (C) manage and operate the Assigned Interests and exercise all the rights and powers of each Assignor, in its name or otherwise, with respect to the same, and (D) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted by each Assignor, all as the Administrative Agent may, from time to time, reasonably determine to be to its best advantage; and the Administrative Agent may collect and receive all of the income, rents, profits, issues and revenues of the Assigned Interests, including the past due as well as those accruing thereafter

and, after deducting, (1) all reasonable expenses of taking, holding, managing and operating the Assigned Interests (including compensation for the services of all persons employed for such purposes); (2) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions; (3) the cost of such insurance; (4) such taxes, assessments and other charges prior to the lien of this Collateral Assignment and Fixture Filing and such utility charges as the Administrative Agent may determine to pay; (5) other proper charges upon the Assigned Interests or any part thereof; and (6) the reasonable compensation and expenses of attorneys and agents of the Administrative Agent, shall apply the remainder of the money so received by the Administrative Agent, first to payment of accrued interest, and then to the payment of overdue installments of principal.

(iii) For the purpose of carrying out the provisions of Section 5(d) hereof, each Assignor hereby constitutes and appoints the Administrative Agent its true and lawful attorney-in-fact, to do and perform, from time to time, any and all actions necessary and incidental to such purposes and does, by these presents, ratify and confirm any and all actions of said attorney-in-fact in the Assigned Interests.

(e) (i) If an Event of Default shall have occurred and be continuing, the Administrative Agent, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Assigned Interests and to collect the rents, profits, issues and revenues thereof, and each Assignor consents to the appointment of a receiver without notice.

(ii) Each Assignor will pay to the Administrative Agent, upon demand, all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Section 5(e).

(f) The Administrative Agent shall have such rights and remedies in respect of so much of the Assigned Interests as may, under applicable law, be personal property (the "Personalty"), or any part thereof, as are provided by the applicable Uniform Commercial Code (the "Code") and such other rights and remedies in respect thereof which it may have at law or in equity or under this Collateral Assignment and Fixture Filing, including without limitation the right to take possession of the Personalty wherever located and to sell all or any portion thereof at public or private sale, without prior notice to the Assignors, except as otherwise required by law, at such place or places and at such time or times and in such manner and upon such terms, whether for cash or on credit, as

the Administrative Agent in his sole discretion may determine. The Administrative Agent shall apply the proceeds of any such sale first to the payment of the reasonable costs and expenses incurred by the Administrative Agent in connection with such sale or collection, including reasonable attorney's fees and legal expenses, second to the payment of the indebtedness evidenced by the Notes, whether on account of principal or interest or otherwise as the Administrative Agent in its sole discretion may elect, and then to pay the balance, if any, as required by law, any surplus to be returned to the Assignors. Upon the occurrence of any Event of Default, each Assignor, upon demand by the Administrative Agent, shall promptly assemble the Personalty and make it available to the Administrative Agent at a place to be designated by the Administrative Agent which shall be reasonably convenient to the Administrative Agent and each Assignor, which shall be the current location thereof in the case of fiber optic cable and related equipment.

6. The Administrative Agent shall not exercise any of its rights under this Collateral Assignment and Fixture Filing until the occurrence and continuance of a default hereunder or an Event of Default under any of the Loan Documents.

7. It is the intention of the parties that this Collateral Assignment and Fixture Filing shall be enforceable to the fullest extent permissible under applicable law, but that the unenforceability (or modification to conform to such law) of any provision or provisions hereof shall not render unenforceable, or impair, the remainder hereof. If any provision of this Collateral Assignment and Fixture Filing shall be held invalid or unenforceable in whole or in part in any jurisdiction, this Collateral Assignment and Fixture Filing shall, as to such jurisdiction, be deemed amended to modify or delete, as necessary, the offending provision or provisions and to alter the bounds thereof in order to render it or them valid and enforceable to the maximum extent permitted by applicable law, without in any manner affecting the validity or enforceability of such provision or provisions in any other jurisdiction or the remaining provisions hereof in any jurisdiction. Without limiting the generality of the foregoing, if the security interest granted hereby shall be held in any jurisdiction to be invalid or unenforceable as to any portion of the debt secured hereby, then this Collateral Assignment and Fixture Filing shall be deemed modified, as to such jurisdiction, to secure only that portion of the debt secured hereby as to which it is enforceable, without thereby affecting the enforceability hereof in any other jurisdiction.

IN WITNESS WHEREOF, each of LCI and Litel have caused this Collateral Assignment and Fixture Filing to be executed the day and year first above written.

WITNESS:

Cynthia A. Kenath
Name
Cynthia A. Kenath
Name (Print)

LCI COMMUNICATIONS, INC.

By [Signature]
Name Larry E. Wolfe
(Print)
Title Senior Vice President

WITNESS:

Cynthia A. Kenath
Name
Cynthia A. Kenath
Name (Print)

ATTEST:

By [Signature]
Title James D. Hefflinger
(Print) Assistant Secretary
[CORPORATE SEAL]

WITNESS:

Sharon Godbey
Name
Sharon Godbey
Name (Print)

LITEL TELECOMMUNICATIONS CORPORATION

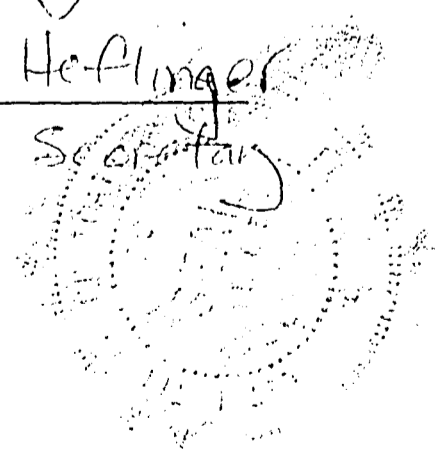
By [Signature]
Name Larry E. Wolfe
(Print)
Title Senior Vice President

WITNESS:

Sharon Godbey
Name
Sharon Godbey
Name (Print)

ATTEST:

By [Signature]
Title James D. Hefflinger
(Print) Assistant Secretary
[CORPORATE SEAL]



STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this, the 1st day of NOVEMBER, 1988, before me, a Notary Public, the undersigned officer, personally appeared LARRY E. WOLFE, the Senior Vice Pres. of LCI Communications, Inc., a Delaware corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lois J. Lucas
Notary Public

Name _____
(Print) LOIS J. LUCAS

NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES NOV. 23, 1989

County _____

[Notarial Seal]

My commission expires:



STATE OF OHIO)
) SS:
COUNTY OF FRANKLIN)

On this, the 1ST day of November, 1988, before me, a Notary Public, the undersigned officer, personally appeared Larry E. Wolfe, the Senior Vice President of Litel Telecommunications Corporation, a Delaware corporation, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Christie A. Hill
Notary Public

Name Christie A. Hill
(Print)

Franklin
County

[Notarial Seal]

My commission expires:

CHRISTIE A. HILL, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

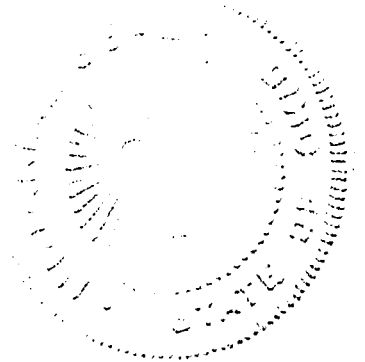


EXHIBIT A

1. Right-of-Way described in the Agreement, dated 05-14-85, between Indiana Department of Highways, Toll Road Division, and Litel Telecommunications Corporation, recorded in the Lake County, Indiana Recorder's Office on July 15, 1985 as document number 811049.

Record Owner: Indiana Department of Highways,
Toll Road Division