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Document Title(s)

Assignment and Assumption of Ground Lease

Reference Number(s) of related documents:

Lease Unrecorded

Additional Reference #'s on page ____

Grantor(s) (Last name, First name and Middle Initial)

Washington Oregon Wireless LLC

Additional grantors on page ____

Grantee(s) (Last name, First name and Middle Initial)

Tower Entity 18 LLC

Additional grantees on page ____

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

Lots 1, 2, 3, 4, 5 and 6 Block 2 Township of Coole

Additional legal is on page ____

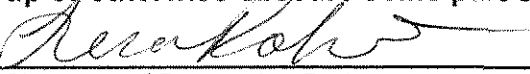
Assessor's Property Tax Parcel/Account Number

03-09-34-2-1-1000-00

Additional parcel #'s on page ____

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording process may cover up or otherwise obscure some part of the text of the original document.



Signature of Requesting Party

Prepared By: *Matt Muscarelli*
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 6600 Cox Road
 Richmond, VA 23060

Attn: _____

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

Lease Unrecorded

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made, entered into and effective as of this 18 day of September, 2008 ("Transfer Date"), by Washington Oregon Wireless, LLC, an Oregon limited liability company, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-z2650, Overland Park, Kansas 66251-2650 ("Assignor"), to Tower Entity 18 LLC, a Delaware limited liability company, having an address at 6391 Sprint Parkway, Mailstop KSOPHT0101-z2650, Overland Park, Kansas 66251-2650 ("Assignee"). **The notice address for the Assignee shall be: Tower Entity 18 LLC c/o TowerCo Acquisition LLC, 5000 Valleystone Drive, Cary, North Carolina 27519.**

Preliminary Statement:

Pursuant to that certain Purchase and Sale Agreement dated as of July 23, 2008 (as amended, modified and supplemented from time to time, the "Purchase Agreement"), by and between TowerCo Acquisition LLC, the parties identified as sellers therein (including Assignor), Sprint Spectrum L.P., as agent for such sellers and the "Tower Entities" (including Assignee) that become parties thereto, Assignor has, among other things, agreed to assign all its right, title and interest in and to the Ground Lease (as defined on Exhibit "A") to Assignee and to assign, transfer and convey to Assignee its right, title and interest in all Towers and Tower Related Buildings and Equipment located on the land demised under the Ground Lease (as such land is further described in Exhibit B (as so described, the "Real Property")). All capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed thereto in the Purchase Agreement.

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. As of the Transfer Date, Assignor for good and valuable consideration as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, does hereby convey, assign, contribute and transfer all of its right, title, and interest in, to and under the Ground Lease, and the leasehold, license or other interest created thereunder, to Assignee and its successors and assigns.

2. ACCEPTANCE OF ASSIGNMENT. Assignee as of the Transfer Date, hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assumed Liabilities arising under or pursuant to the Ground Lease.

WA2000/PO04WO109
 ALAMOSA COOK

11422417

3. APPURTENANT PROPERTY, EASEMENTS, AND IMPROVEMENTS.

Assignor hereby grants, bargains, conveys, contributes and transfers to Assignee, its successors and assigns forever, all of Assignor's right, title and interest (subject to Permitted Liens) in and to (i) all appurtenant property and rights relating to the Real Property, (ii) all easements and rights of way benefiting the Real Property, (iii) all Towers located on the Real Property and (iv) all Tower Related Buildings and Equipment located on the Real Property and all other Tower Related Assets located on or relating to the Real Property; excluding, in the case of clauses (i) through (iv), any and all Excluded Assets.

4. BINDING EFFECT. This Assignment will be binding on and inure to the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

5. GOVERNING LAW. This Assignment and its validity, construction and performance will be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to principles of conflicts of laws, except to the extent mandatorily governed by the laws of the state in which the Real Property is located.

6. COUNTERPARTS. This Assignment may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7. PURCHASE AGREEMENT. This Assignment is intended to implement the provisions of the Purchase Agreement and shall not be construed to enhance, extend or limit the rights or obligations of Assignor or Assignee (it being understood that Assignee will not be deemed to be assuming any Excluded Liabilities). No provision of this Assignment shall in any way modify the express provisions (including without limitation the warranties, representations, covenants, agreements, conditions or any of the obligations and indemnifications of the parties hereto with respect to the subject matter of the Purchase Agreement) set forth in the Purchase Agreement. To the extent any provision of this Assignment is inconsistent with the Purchase Agreement, the provisions of the Purchase Agreement shall control.

8. AMENDMENT. This Assignment may not be amended, waived or otherwise modified except by a written instrument signed by the parties hereto.

THIS ASSIGNMENT has been executed by Assignor and Assignee effective as of the Transfer Date.

[Signatures on following pages]

Witnesses:

ASSIGNOR:

Washington Oregon Wireless, LLC, an Oregon limited liability company

[Signature]
Print Name: TRIP R JOHNSON

By: [Signature]
Print Name: John E. Beaudoin
Title: Assistant Secretary

[Signature]
Print Name: EMILIE MAWEIU

State of New York
County of New York

The foregoing instrument was acknowledged before me this 18 day of September, 2008, by John E. Beaudoin an Assistant Secretary of Washington Oregon Wireless, LLC, an Oregon limited liability company, on behalf of the company. The above-named individual is personally known to me or has produced a drivers license or passport as identification.

[Signature]
Notary Public
Print Name: _____
My Commission Expires: _____

YVONNE TELESFORD
Notary Public, State of New York
No. 01TE6021465
Qualified in Nassau County
Commission Expires March 15, 2011

ASSIGNEE:

Tower Entity 18 LLC, a Delaware limited liability company

[Signature]
Print Name: TARA R. JOHNSON

By: [Signature]
Name: John E. Beaudoin
Title: Assistant Secretary

[Signature]
Print Name: EMILIE L. MAWER

State of New York
County of New York

The foregoing instrument was acknowledged before me this 18 day of September, 2008, by John E. Beaudoin an Assistant Secretary of Tower Entity 18 LLC, a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me or has produced a drivers license or passport as identification.

[Signature]
Notary Public
Print Name: _____
My Commission Expires: _____

YVONNE TELESFORD
Notary Public, State of New York
No. 01TE6021465
Qualified in Nassau County
Commission Expires March 15, 2011

EXHIBIT "A"

The Ground Lease

That certain lease agreement (the "Ground Lease") dated September 15, 1999 by and between Sanger E Shwarz, as lessor, and Assignor, as lessee, with respect to that certain parcel of real property ("Real Property") located in the County of ~~Klickitat~~ ^{Skamania}, State of WA, which Real Property is more particularly described on Exhibit "B" attached hereto. The Memorandum of the Ground Lease is recorded in Book _____, Page _____ or as Official Document/Instrument Number _____, in the Register's office of ~~Klickitat~~ ^{Skamania} County, State of WA.

Lease Unrecorded

Unofficial Copy

Exhibit B
Real Property

EXHIBIT A

April 99

Site Name: Cook

PCS Site Agreement

Site I. D. PO33XC061-E

Site Description

Site situated in the City of Cook, County of Skamania, State of Washington commonly described as follows:

Tax Parcel Number: 03-09-34-2-1-1000-00

Legal Description:

Lots 1, 2, 3, 4, 5 and 6 Block 2 TOWNSITE OF COOKS, according to the recorded plat thereof, recorded in Book A of Plats, Page 33, in the County of Skamania, State of Washington.

Sketch of Site:

Unofficial Copy

Owner Initials

SWB, SLS

SSLP Initials

or

Note: Owner and SSLP may, at SSLP's option, replace this Exhibit with an exhibit setting forth the legal description of the property on which the Site is located and/or an as-built drawing depicting the Site.

*[Use this Exhibit A for PCS Site Agreement, Memorandum of PCS Site Agreement, Option Agreement and Memorandum of Option Agreement.]

WA2000 Alamosa Cook