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**RECORD AND RETURN TO:**

Shawne M. Keenan, Legal Assistant  
 Sutherland Asbill & Brennan LLP  
 999 Peachtree Street, N.E.  
 Atlanta, Georgia 30309-3996

R1.

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**COLLATERAL ASSIGNMENT AND MORTGAGE OF LEASES AND LICENSES,  
 SECURITY AGREEMENT AND FINANCING STATEMENT**

This Assignment (this "Assignment") dated as of April 12, 2000, is made by and between **COBANK, ACB**, as Administrative Agent (the "Lender"), for itself and the Lenders who are or may become parties to the Credit Agreement identified below, and **WASHINGTON OREGON WIRELESS, LLC**, an Oregon limited liability company ("Borrower").

Borrower and Lender are parties to a credit agreement dated as of April 12, 2000 (the "Credit Agreement"). Section 2.8 of the Credit Agreement requires that Borrower collaterally assigns to Lender the leases and licenses described in Exhibits A, B and C, respectively, to this Assignment. (u)

THEREFORE, the parties agree as follows:

Borrower does hereby assign, transfer and convey to Lender and grant a security interest in and mortgage to Lender, all of its right, title and interest in and to the leases described in Exhibit A attached hereto (as amended, supplemented and modified from time to time, the "Leases"), including, without limitation, space on the tower(s) and in the transmitter building(s) located on the real property described in Exhibit A-1 attached hereto, and such additional space on tower(s) and in transmitter building(s) from time to time subjected to the Leases, as security for all of the "Obligations" as defined in the Credit Agreement; provided, however, that if Borrower shall fully pay and discharge the Obligations and shall perform and observe all of the covenants, agreements, and conditions contained in the Credit Agreement, and the Credit Agreement shall be satisfied in full, then this Assignment shall become void and of no further effect and shall terminate; otherwise, this Assignment shall remain in full force and effect.

Borrower does hereby assign, transfer and convey to Lender and grants a security interest in and mortgage to Lender all of Borrower's right, title and interest in and to the licenses described in Exhibit B attached hereto (as amended and supplemented and modified from time to time, the

"Licenses") for space on the tower(s) and in the transmitter building(s) located on the real property described in Exhibit B-1 attached hereto and such additional space on tower(s) and in the transmitter building(s) from time to time subjected to the Licenses as security for all of the Obligations, provided, however, that if Borrower shall fully pay and discharge the Obligations and shall perform and observe all of the covenants, agreements and conditions contained in the Credit Agreement, and the Credit Agreement shall be satisfied in full, then this Assignment shall become void and of no further force and effect and shall terminate; otherwise, this Assignment shall remain in full force and effect.

Borrower does hereby assign, transfer and convey to Lender and grants a security interest in and mortgage to Lender, all of Borrower's right, title and interest in and to the real property leases described in Exhibit C attached hereto (as amended, supplemented and modified from time to time, the "Real Property Leases"), of sites upon which towers are located and of office space for the real property described in Exhibit C-1 attached hereto, as security for all of the Obligations; provided, however, that if Borrower shall fully pay and discharge the Obligations and shall perform and observe all of the covenants, agreements and conditions contained in the Credit Agreement, and the Credit Agreement shall be satisfied in full, then this Assignment shall become void and of no further effect and shall terminate; otherwise, this Assignment shall remain in full force and effect.

This instrument shall constitute a security agreement with respect to any personal property that is subject of this instrument or with respect to any personal property attached to real property assigned by this Assignment to secure the Obligations, giving Lender all rights to which it may be entitled under the Uniform Commercial Code in effect in the applicable state. This instrument shall also constitute a financing statement and shall be filed for recording in the real property records of the applicable county where the property related to the Leases, Licenses, and Real Property Leases are located. Additionally, Borrower shall execute a UCC-1 Financing Statement that Lender shall file with the Oregon Secretary of State to perfect its security interest in the personal property collateral granted in this Assignment.

Upon the occurrence of any default or event of default under the Credit Agreement, or any other loan documents executed by Borrower in connection with such Credit Agreement, subject to the applicable notice and cure provisions (an "Event of Default"), (i) Lender shall have all of its rights and remedies under the Credit Agreement and such related agreements, (ii) Lender shall have the right, at its option (but without obligation) and without notice to Borrower, to declare this Assignment to be absolute and unconditional, and thereby (A) itself directly or (B) through further assignment executed by Lender, designate another person or party (the "Designee") to succeed fully to all of Borrower's and Lender's right, title and interest in and to the Leases, Licenses and Real Property Leases including, without limitation, the right to immediate possession as lessee or licensee of the space and other property described in the Leases, Licenses and Real Property Leases, (iii) Lender shall, to the extent permitted by applicable law, have with respect to the Leases, Licenses and Real Property Leases, all rights and remedies afforded the holder of a mortgage, deed of trust or security deed, as applicable, under the laws of the states in which the space under the Leases, Licenses and Real Property Leases are located, and (iv) with respect to any fixtures or personal property subject to a security interest in favor of Lender, Lender may exercise any and all rights and remedies of a secured party under the Uniform Commercial Code. Upon the occurrence of an Event of Default, and the exercise of remedies by Lender, Borrower shall be deemed to be a tenant or licensee holding over, subject to immediate summary dispossession, and Borrower hereby

irrevocably designates and appoints Lender its true and lawful attorney in the name of Borrower to do all things necessary or desirable incidental thereto. This appointment, being coupled with an interest, shall be irrevocable for so long as this Assignment is in full force and effect.

Upon the occurrence of a default or an event of default by Borrower under the terms of the Leases, Licenses and Real Property Leases, subject to the applicable notice and cure provisions, Lender may (but shall not be obligated to do so), without prejudice to any of the foregoing rights and without notice to Borrower, cure the default under the Leases, Licenses and Real Property Leases and the sum or sums of money so paid by Lender, together with interest thereon at the rate specified in Subsection 1.2(D) of the Credit Agreement, shall be immediately due and payable and collectible from Borrower with and as a part of and in the same manner as the Obligations and shall be secured by all collateral therefor.

Nothing contained herein shall obligate Lender to perform any of the terms, covenants or conditions contained in the Leases, Licenses and Real Property Leases. This Assignment shall be cumulative of and in addition to any other rights of Lender in and to any other property of Borrower or of any third party in which Lender has been granted a security interest as security for the payment and performance of the Obligations. This Assignment shall be binding upon Borrower, its successors and assigns and shall inure to the benefit of Lender, and its successors and assigns.

Upon the written request of Borrower, Lender will execute an appropriate instrument of release upon satisfaction in full of the Obligations and the termination of the Credit Agreement.

Borrower agrees to execute such additional documents and perform such further acts as are reasonably requested by Lender to effectuate the terms and conditions of this Agreement, including, without limitation, execution of one or more amendments hereto to add after acquired property of Borrower which is properly the subject of this Agreement.

Borrower represents and warrants to Lender that it knows of no impediment to its execution and delivery of this Assignment, that it is the lawful owner of the property interests assigned hereunder and that all of the instruments evidencing such property interests have been validly executed by Borrower and are in full force and effect.

Should anything in this Agreement be deemed to violate the laws of the governing jurisdiction, it shall be ipso facto revised to comply with such laws while still giving effect to this Agreement to the fullest extent legally possible.

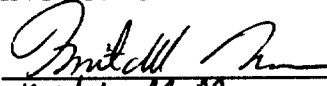
**THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY**

**APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.**

Dated this 13 day of April, 2000.

This Assignment is effective as of the 12 day of April, 2000.

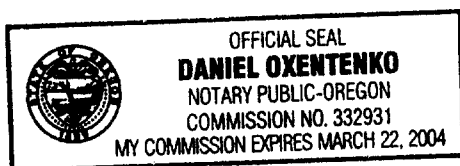
WASHINGTON OREGON WIRELESS, LLC

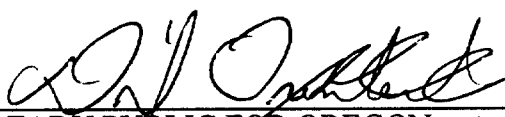
By:   
 Name: Mitchell Moore  
 Title: Chairman / CEO

STATE OF OREGON

County of Clackamas ) ss.

On this 13 day of April, 2000, before me, the undersigned Notary Public in and for said State, personally appeared Mitchell Moore, known to me to be the CEO/Chairman of Washington Oregon Wireless, a LLC corporation, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that Mitchell Moore is authorized to execute the said instrument.



  
 NOTARY PUBLIC FOR OREGON  
 My Commission Expires: 3/22/04

**EXHIBIT A**

<b><u>Document</u></b>	<b><u>Date</u></b>	<b><u>Parties</u></b>	<b><u>Site</u></b>
1. Site Sublease and Tower Lease Agreement	February 22, 2000	Triton Cellular Partners of Bend, LLC (Landlord) and Washington Oregon Wireless, LLC (Tenant)	Klamath County

EXHIBIT A-1

## SITE DESCRIPTION

To a certain Site Lease Agreement dated January 1, 1992. All of that certain parcel of land lying in Klamath County, State of Oregon, more particularly described as follows:

TOWNSHIP 38 SOUTH, RANGE 8 EAST, WILLAMETTE MERIDIAN

SECTION 36: A portion of the Southeast Quarter of the Northeast Quarter (SE 1/4, NE 1/4).



**EXHIBIT B****OREGON**

	<b><u>Document</u></b>	<b><u>Date</u></b>	<b><u>Parties</u></b>	<b><u>Site</u></b>
1.	Tower Attachment License Agreement	02/09/00	SpectraSite Communications, Inc. (Licensor) and Washington Oregon Wireless, LLC (Licensee)	Rice Hill, Douglas County
2.	Tower Attachment License Agreement	01/28/00	SpectraSite Communications, Inc. (Licensor) and Washington Oregon Wireless, LLC (Licensee)	Sutherlin, Douglas County
3.	Tower Attachment License Agreement	02/09/00	SpectraSite Communications, Inc. (Licensor) and Washington Oregon Wireless, LLC (Licensee)	Myrtle Creek, Douglas County
4.	Tower Attachment License Agreement	02/09/00	SpectraSite Communications, Inc. (Licensor) and Washington Oregon Wireless, LLC (Licensee)	Glendale, Douglas County
5.	License Agreement	01/03/00	Phoenix Broadcasting Sites Corp. (Licensor) and Washington Oregon Wireless, LLC (Licensee)	Beacon Hill, Josephine County
6.	Tower Attachment License Agreement	02/09/00	SpectraSite Communications, Inc. (Licensor) and Washington Oregon Wireless, LLC (Licensee)	Fielder Mountain, Jackson County
7.	Tower Attachment License Agreement	01/28/00	SpectraSite Communications, Inc. (Licensor) and Washington Oregon Wireless, LLC (Licensee)	Gold Hill, Jackson County

8.	Tower Attachment License Agreement	02/09/00	SpectraSite Communications, Inc. (Licensor) and Washington Oregon Wireless, LLC (Licensee)	Ashland, Jackson County
9.	License Agreement	03/10/00	OmniAmerica Holdings Corporation, d/b/a/ American Tower (Licensor) and Washington Oregon Wireless (Licensee)	Medford, Jackson County
10.	License Agreement	03/10/00	OmniAmerica Holdings Corporation, d/b/a/ American Tower (Licensor) and Washington Oregon Wireless (Licensee)	North Medford, Jackson County
11.	License Agreement	03/10/00	OmniAmerica Holdings Corporation, d/b/a/ American Tower (Licensor) and Washington Oregon Wireless (Licensee)	Talent, Jackson County
12.	License Agreement	03/24/00	American Tower, LP (Licensor) and Washington Oregon Wireless (Licensee)	Sexton Mt., Josephine County



**EXHIBIT C****OREGON**

	<b><u>Document</u></b>	<b><u>Date</u></b>	<b><u>Parties</u></b>	<b><u>Site</u></b>
1.	PCS Site Agreement	08/31/99	Russell E. Dale, (Lessor), and Washington Oregon Wireless, LLC (Lessee)	Medford, Jackson County
2.	PCS Site Agreement	10/22/99	Rogue Valley Manor, Inc. (Lessor) and Washington Oregon Wireless, LLC (Lessee)	Medford, Jackson County
3.	PCS Site Agreement	03/01/00	Joseph Michael Hohman (Lessor), and Washington Oregon Wireless, LLC (Lessee)	Klamath Falls, Klamath County
4.	Antenna Site Lease Agreement	03/01/00	Sierra Cascade Investment Associates (Lessor) and Washington Oregon Wireless, LLC (Lessee)	Jackson County
5.	Intentionally Left Blank			
6.	Building Sublease	03/10/00	OTS RS1 LLC, dba WIN SWITCHING (Tenant) and Washington Oregon Wireless, LLC (Sub-Tenant)	Clackamas County
7.	PCS Site Agreement	03/10/00	Delwin A. Newson, Owner (Lessor), and Washington Oregon Wireless, LLC (Lessee)	Pendleton, Umatilla County
8.	Site Sublease and Tower Lease Agreement	02/22/00	Triton Cellular Partners of Bend, LLC (Landlord) and Washington Oregon Wireless, LLC (Tenant)	Klamath County

EXHIBIT C-3Parcel 1:

All that portion of the NE1/4 of the NE1/4 of Section 32, Township 38 South, range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the point of intersection of the Northeasterly line of Ninth Street with the Northwesterly line of Main Street in the City of Klamath Falls; and running thence, Northeasterly along the Northwesterly line of Main Street, 68.97 feet, more or less, to the Southwesterly line of Tenth Street; thence Northwesterly along the Southwesterly line of Tenth Street, 114.0 feet; thence Southwesterly, parallel with Main Street, 96.39 feet, more or less, to the Northeasterly line of Ninth Street; thence Southeasterly along Ninth Street, 117.23 feet, more or less to the point of beginning.

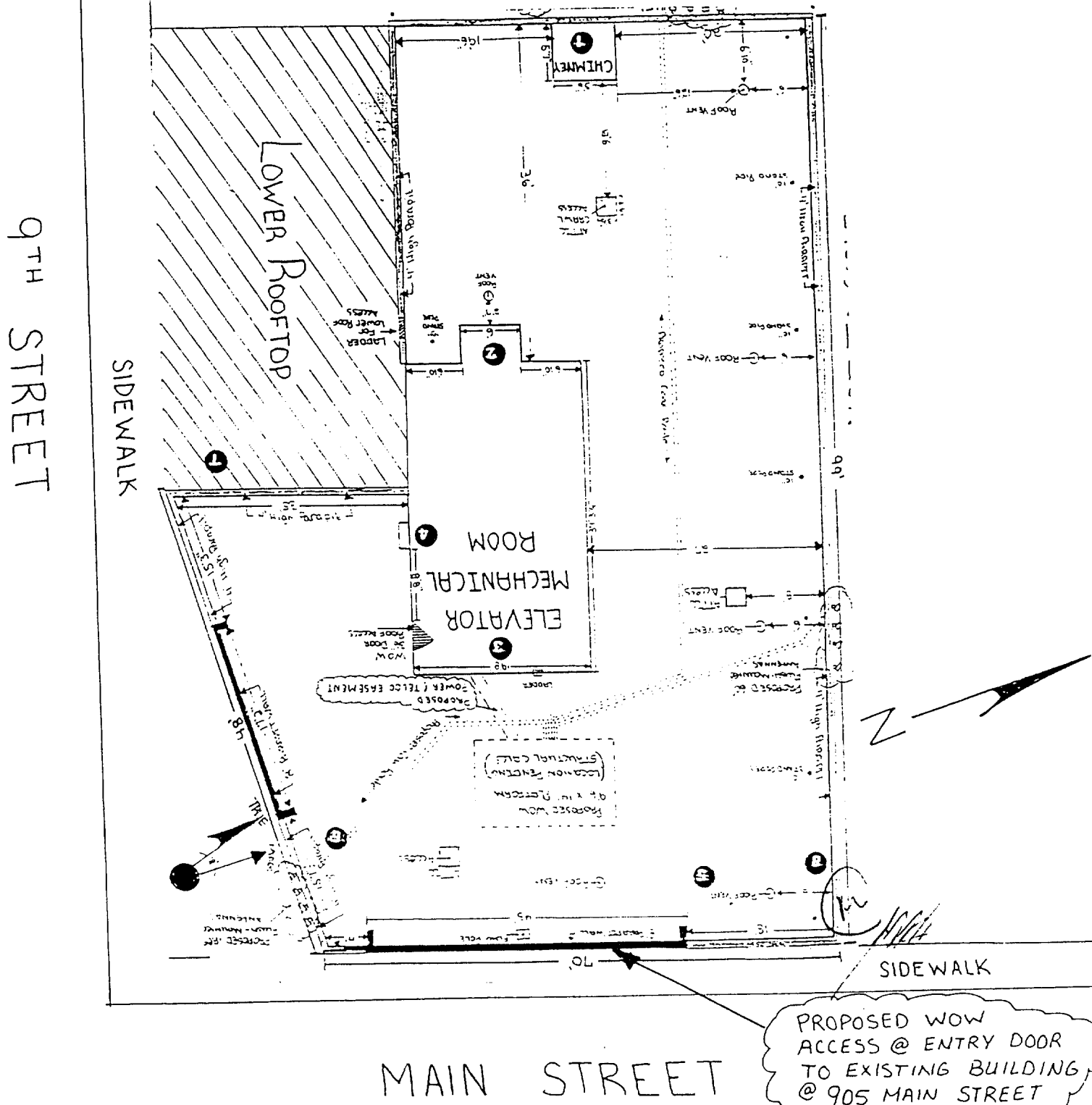


EXHIBIT C-8

## SITE DESCRIPTION

To a certain Site Lease Agreement dated January 1, 1992. All of that certain parcel of land lying in Klamath County, State of Oregon, more particularly described as follows:

TOWNSHIP 38 SOUTH, RANGE 8 EAST, WILLAMETTE MERIDIAN

SECTION 36: A portion of the Southeast Quarter of the Northeast Quarter (SE 1/4, NE 1/4).

State of Oregon, County of Klamath  
Recorded 04/28/00, at 11:12 a m.  
In Vol. M00 Page 15036  
**Linda Smith,**  
County Clerk Fee \$ 41<sup>00</sup>

