

WHEN RECORDED RETURN TO:



200303140164

Skagit County Auditor

3/14/2003 Page

1 of

7 12:09PM

ISLAND TITLE CO.

C24866

 **Chicago Title Insurance Company**

DOCUMENT TITLE(s)

1. Lease Assignment
- 2.
- 3.

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

Additional numbers on page _____ of the document

GRANTOR(s):

1. NORTHLAND CABLE PROPERTIES, LLC
- 2.
- 3.

Additional names on page _____ of the document

GRANTEE(s):

1. WAVE DIVISION LLC
- 2.
- 3.

Additional names on page _____ of the document

ABBREVIATED LEGAL DESCRIPTION:

Pln N/2 16-33-4

Complete legal description is on page _____ of the document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

330416-0-004-0005 / P16643

This cover sheet is for the County Recorder's indexing purposes only.
The Recorder will rely on the information provided on the form and will not read the document to verify the accuracy or completeness of the indexing information provided herein.

LEASE ASSIGNMENT

This LEASE ASSIGNMENT (this "Assignment") is made as of 3/10^{pm}, 2003 by NORTHLAND CABLE PROPERTIES SEVEN LIMITED PARTNERSHIP, a Washington corporation ("Seller"), and WAVEDIVISION I, LLC, a Washington limited liability company ("Buyer").

RECITALS

A. This Assignment is entered into pursuant to the terms of the Limited Liability Company Interest Purchase and Sale Agreement dated as of October 28, 2002 as amended as of December 23, 2002 (as amended, the "Purchase Agreement") by and between Seller and the Buyer, as assignee of Wave Division Networks, LLC, a Washington limited liability company. Capitalized terms not otherwise defined in this Assignment shall have the meanings given to such terms in the Purchase Agreement.

B. Seller is a party to the lease/right of entry agreements identified on Schedule 1, attached hereto (the "Agreements"). The Agreements are being assigned to Buyer pursuant to the terms of the Purchase Agreement. The legal description of the premises related to each of the Agreements is attached hereto as Schedule 2.

C. If recorded, the Agreement or a Memorandum of Agreement has been recorded in the records of the counties as described on Schedule 3, attached hereto.

AGREEMENT

NOW, THEREFORE, in consideration of the transactions contemplated by the Purchase Agreement, the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Agreements

Seller hereby assigns, transfers, sells and conveys to Buyer, all of Seller's right, title and interest in, to and under the Agreements, effective as of 3/10^{pm}, 2003.

Section 2. Representations and Warranties

Seller represents and warrants to Buyer, as of the date hereof, that the representations and warranties pertaining to the Agreements which are contained in Section 5 of the Purchase Agreement are, if specifically qualified by materiality, true in all respects and, if not so qualified, shall be true in all material respects, subject to the limitations set forth in the Purchase Agreement regarding the survival of, and the liability for breach of, such representations and warranties.



200303140164
Skagit County Auditor

3/14/2003 Page 2 of 7 12:09PM

Section 3. Miscellaneous

3.1 Further Documents

Each party shall, from time to time, execute such documents as the other party may reasonably request in order to carry out the purpose and intent of this Assignment.

3.2 Governing Law

This Assignment shall be governed by the laws of the State of Washington without regard to the conflicts of laws or rules of any other jurisdiction.

3.3 Counterparts

This Assignment may be executed in any number of counterparts, provided each of the parties hereto executes at least one counterpart. Each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

3.4 Attorneys' Fees

Section 12.2 of the Purchase Agreement shall apply to any action or suit based upon or arising out of this Assignment.

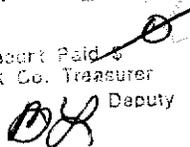
3.5 Purchase Agreement Controls

This Assignment is subject to the Purchase Agreement, and to the extent their respective provisions are inconsistent or in conflict, the provisions of the Purchase Agreement shall control.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 14 2003

Amount Paid
Skagit Co. Treasurer
By  Deputy



200303140164

Skagit County Auditor

IN WITNESS WHEREOF, the undersigned have executed this Assignment effective as of the date first above written.

Seller:

NORTHLAND CABLE PROPERTIES SEVEN
LIMITED PARTNERSHIP

By: Northland Communications Corporation, a
Washington corporation, its sole General Partner

By: _____

Name: Gary S. Jones
Title: President

Buyer:

WAVEDIVISION I, LLC,
a Washington limited liability company

By: Northland Communications Corporation, a
Washington corporation, its Manager

By: _____

Name: Gary S. Jones
Title: President



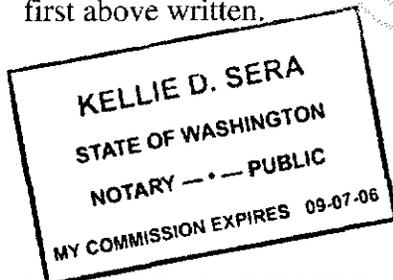
200303140164
Skagit County Auditor

3/14/2003 Page 4 of 7 12:09PM

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 6th day of March, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GARY S. JONES, to me known to be the person who signed as PRESIDENT of NORTHLAND COMMUNICATIONS CORPORATION, the sole general partner of NORTHLAND CABLE PROPERTIES SEVEN LIMITED PARTNERSHIP, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Kellie D. Sera
Print Name: Kellie D. Sera
Notary Public in and for the State of Washington,
residing at Seattle
My commission expires: 09/07/06

STATE OF WASHINGTON)
) ss.
COUNTY OF King)

On this 6th day of March, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared GARY S. JONES, to me known to be the person who signed as PRESIDENT of NORTHLAND COMMUNICATIONS CORPORATION, the MANAGER of WAVEDIVISION I, LLC, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Kellie D. Sera
Print Name: Kellie D. Sera
Notary Public in and for the State of Washington,
residing at Seattle
My commission expires: 09/07/06



200303140164

Skagit County Auditor

Schedule 1

1. Antenna Site Agreement, recorded on February 3, 1992, between H. Pierson & Sons ("Pierson") and Country Cable, Inc. ("Country"), as assigned.
2. Verbal Agreement between Seller and Charles R. Macauley and Edward B. O'Connor, as Trustees of the Family Trust created under the Last Will and Testament of the Estate of Frederick D. Schmidt.



200303140164

Skagit County Auditor

3/14/2003 Page

6 of

7 12:09PM

Schedule 2

1. PTN SW1/4 NE1/4 BAT W1/4 C TH S 89-28-5 4E ALG E-W C/L
Sec 19 2620.79Ft TPB TH N 0-31-06 E 338Ft TH S 89-28-54
E 385.00F TTH S 0-31-06 W 338.00Ft To INT OF E-W C/L SD
SEC TH N 89-28-54 W 385.00FT TPB 0/S#11 #760556 1973 TRF
#807793 DT25 DK25.

2. The North Half of Section 16, except the Southwest
Quarter of the Northwest Quarter thereof; all in
Township 33 North, Range 4 East, W.M., situated in
Skagit County, Washington.



200303140164

Skagit County Auditor

3/14/2003 Page

7 of

7 12:09PM