

ASSIGNMENT AND ASSUMPTION OF TENANT LEASES

THIS ASSIGNMENT AND ASSUMPTION OF TENANT LEASES is made and entered into this 8th day of October, 1999, by and among GILBERT CARREAU, resident of the State of California ("Carreau") and SPECTRUM RESOURCES TOWERS, L.P., a Delaware limited partnership ("Spectrum").

WHEREAS, Carreau and Spectrum are parties to a certain Letter Agreement executed June 25, 1999 (the "Letter Agreement"); and

WHEREAS, Carreau is party to the Tenant Leases (listed on Exhibit 1, attached hereto and incorporated herein);

WHEREAS, pursuant to the Letter Agreement, Carreau has agreed to assign the Tenant Leases to Spectrum and Spectrum has agreed to accept such assignment and assume certain of Carreau's obligations and liabilities under the Tenant Leases.

NOW, THEREFORE, pursuant to the Letter Agreement and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. DEFINITIONS. Except where otherwise specifically provided, capitalized terms used herein shall have the same meaning as in the Letter Agreement.

2. ASSIGNMENT. Carreau hereby assigns to Spectrum all of Carreau's right, title and interest in and to the Tenant Leases.

3. ASSUMPTION. Spectrum hereby accepts the foregoing assignment. Spectrum hereby assumes and agrees to pay, perform and be bound by all of the covenants, terms and obligations contained in the Tenant Leases to be performed by Carreau thereunder and accruing with respect to the operation of the Tower from and after the date hereof, subject to any amendments to the Tenant Leases entered into between Spectrum and the other parties thereto.

4. THE LETTER AGREEMENT. Nothing contained in this Assignment and Assumption of Tenant Leases shall be deemed to supersede any of the obligations, agreements, covenants or warranties of Carreau or Spectrum contained in the Letter Agreement.

5. THIRD PARTY CONSENTS. Carreau, for himself and his successors and assigns, covenants and agrees that in the event there are any Tenant Leases otherwise covered by this Assignment and Assumption of Tenant Leases which cannot be transferred or assigned by it without the consent of or notice to a third party and with respect to which any necessary consent or notice has not at the date of delivery of this Assignment and Assumption of Tenant Leases been given or obtained, the beneficial interest in and to, and the obligations and liabilities under, the same shall in any event pass hereby to Spectrum as of the Closing Date (as defined in the Letter Agreement) who shall perform all such obligations and assume all such liabilities; and Carreau, for himself and his successors and assigns, covenant and agree (i) to hold, and hereby declare that Carreau holds, such Tenant Leases in trust for and for the benefit of Spectrum, its successors and assigns, (ii) to use all reasonable efforts to obtain and secure a valid transfer or transfers of such Tenant Leases, (iii) to use all reasonable efforts to make or

complete such transfers as soon as reasonably possible and (iv) to hold Spectrum harmless from any and all damages and liabilities incurred as a result of such lack of consent.

6. BENEFIT. This Assignment and Assumption of Tenant Leases is intended solely to benefit the parties and shall not create any liabilities to any other parties or expand any liabilities to any other parties.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Tenant Leases as of the day and year first above written:

"SPECTRUM"


SPECTRUM RESOURCES TOWERS, L.P., a Delaware limited partnership

By **VS&A-Spectrum, Inc.**, a Delaware corporation, General Partner

By:

Name:

Title:



Carlos Roberts

President

"CARREAU"

GILBERT CARREAU

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respect to which any necessary consent or notice has not at the date of delivery of this Assignment and Assumption of Tenant Leases been given or obtained, the beneficial interest in and to, and the obligations and liabilities under, the same shall in any event pass hereby to Spectrum as of the Closing Date (as defined in the Letter Agreement) who shall perform all such obligations and assume all such liabilities; and Carreau, for himself and his successors and assigns, covenant and agree (i) to hold, and hereby declare that Carreau holds, such Tenant Leases in trust for and for the benefit of Spectrum, its successors and assigns, (ii) to use all reasonable efforts to obtain and secure a valid transfer or transfers of such Tenant Leases, (iii) to use all reasonable efforts to make or complete such transfers as soon as reasonably possible and (iv) to hold Spectrum harmless from any and all damages and liabilities incurred as a result of such lack of consent.

6. BENEFIT. This Assignment and Assumption of Tenant Leases is intended solely to benefit the parties and shall not create any liabilities to any other parties or expand any liabilities to any other parties.

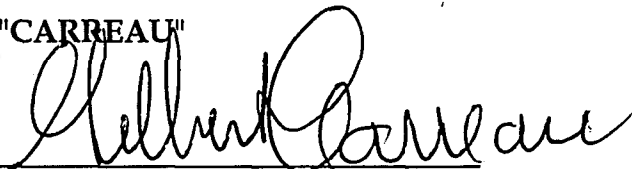
IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Tenant Leases as of the day and year first above written:

"SPECTRUM"

SPECTRUM RESOURCES TOWERS, L.P., a
Delaware limited partnership
By VS&A-Spectrum, Inc., a Delaware corporation,
General Partner

By: _____
Name: _____
Title: _____

"CARREAU"



GILBERT CARREAU

Nextel of California

Nextel

KDJ

Placer County

Eldorado County

Fleet Call of Utah

Southwest Gas Corp.

COPY



STATE OF NEVADA,

County of Douglas ss.

On 10-8-99 personally appeared before me, a notary public, Carlos Roberts

personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Douglas the day and year in this certificate first above written.

[Signature]
Signature of Notary



STATE OF NEVADA,

County of Douglas ss.

On 10-8-99 personally appeared before me, a notary public, Gilbert Carrao

personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Douglas the day and year in this certificate first above written.

[Signature]
Signature of Notary

REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 OCT 21 PM 3:50

LINDA SLATER
RECORDER

\$ 11.00 PAID [Signature] DEPUTY

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