

## ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE 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");

WHEREAS, Carreau is party to the land lease referred to in the Letter Agreement ("Ground Lease"); and

WHEREAS, pursuant to the Letter Agreement, Carreau has agreed to assign the Ground Lease to which it is a party to Spectrum and Spectrum has agreed to accept such assignment and assume certain of Carreau's obligations and liabilities under the Ground Lease.

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 Ground Lease.

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 Ground Lease 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 Ground Lease entered into between Spectrum and the other parties thereto.

4. THE LETTER AGREEMENT. Nothing contained in this Assignment and Assumption of Ground Lease 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 that the Ground Lease cannot be transferred or assigned by him 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 Ground Lease 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, covenants and agrees (i) to hold, and hereby declare that Carreau holds, such Ground Lease 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



5. **THIRD PARTY CONSENTS.** Carreau, for himself and his successors and assigns, covenants and agrees that in the event that the Ground Lease cannot be transferred or assigned by him 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 Ground Lease 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, covenants and agrees (i) to hold, and hereby declare that Carreau holds, such Ground Lease 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 Ground Lease, (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 Ground Lease 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.

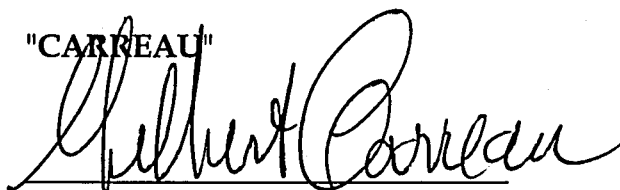
IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Ground Lease as of the day and year first above written:

"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



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 Carneary

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

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*Exhibit "A"*

Order No. 00081765-201-KTK

**Legal Description**

All that real property situate in the County of Douglas , State of Nevada, described as follows:

All that portion of the East 1/2 of the East 1/2 of Section 30, Township 14 North, Range 19 East, M.D.B.&M., lying within a radius of 500 feet of the highest point of Genoa Peak.

Assessor's Parcel No. 15-050-06

COPY

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*Exhibit "B"*

**TENANT LEASE AGREEMENT**

This TENANT LEASE AGREEMENT ("Agreement") is entered into this 8th day of October 1999, between SPECTRUM RESOURCES TOWERS, L.P., a Delaware limited partnership, its successors or assigns ("Spectrum" or "Landlord"), and GILBERT CARREAU ("Carreau" or "Tenant").

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

WHEREAS, Carreau prior to this date has owned three (3) antennas, one (1) community repeater, and certain transmitting equipment, that collectively comprise a telecommunications service system facility on the Tower (defined in the Letter Agreement); which utilizes certain frequencies and FCC Licenses as set forth on Exhibit A to this Agreement, which is incorporated herein by this reference; and is described hereinafter as the "Equipment;" which Equipment Carreau has sold as of this date to Spectrum, subject however to certain lease rights that are described generally in the Letter Agreement and are more particularly set forth herein.

NOW, THEREFORE, pursuant to the Letter Agreement and in consideration of the Tower, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Lease.**

Landlord, in consideration of the covenants and agreements herein contained to be kept and performed by Tenant, and subject to the terms and conditions of this Agreement, hereby leases to Tenant, and Tenant leases from Landlord, the Equipment, together with an exclusive easement ("Easement") for access thereto and to the appropriate, in the discretion of Landlord, source of electric and telephone facilities. The Easement will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, the Equipment, or necessary replacements thereof, at his sole expense.

2. **Term.**

The "Term" of this Agreement shall be five (5) years, commencing upon the date hereof ("Commencement Date") and terminating on the fifth (5th) anniversary of the Commencement Date. Provided Tenant is not then in material default of this Agreement beyond any applicable notice, grace or cure period, at the expiration of the Term, Tenant shall have the right to extend the term of this Lease for a renewal term for five (5) additional year term ("Renewal Term"). The Renewal Term shall be on the same terms and conditions as set forth in this Agreement.

3. **Rent.**

Rent under this agreement shall be Four Hundred Dollars (\$400.00) per month, except as adjusted under the terms of this Paragraph 3 ("Rent"). The Rent shall increase by five percent (5%) per year on each

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## TENANT LEASE AGREEMENT

This TENANT LEASE AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_, 1999, between SPECTRUM RESOURCES TOWERS, L.P., a Delaware limited partnership, its successors or assigns ("Spectrum" or "Landlord"), and GILBERT CARREAU ("Carreau" or "Tenant").

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

WHEREAS, Carreau prior to this date has owned three <sup>5</sup>/~~3~~ antennas, one (1) community repeater, and certain transmitting equipment, that collectively comprise a telecommunications service system facility on the Tower (defined in the Letter Agreement); which utilizes certain frequencies and FCC Licenses as set forth on Exhibit A to this Agreement, which is incorporated herein by this reference; and is described hereinafter as the "Equipment;" which Equipment Carreau has sold as of this date to Spectrum, subject however to certain lease rights that are described generally in the Letter Agreement and are more particularly set forth herein.

NOW, THEREFORE, pursuant to the Letter Agreement and in consideration of the Tower, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### 1. Lease.

Landlord, in consideration of the covenants and agreements herein contained to be kept and performed by Tenant, and subject to the terms and conditions of this Agreement, hereby leases to Tenant, and Tenant leases from Landlord, the Equipment, together with an exclusive easement ("Easement") for access thereto and to the appropriate, in the discretion of Landlord, source of electric and telephone facilities. The Easement will be used by Tenant for the purpose of installing, removing, replacing, modifying, maintaining and operating, the Equipment; or necessary replacements thereof, at his sole expense.

### 2. Term.

The "Term" of this Agreement shall be five (5) years, commencing upon the date hereof ("Commencement Date") and terminating on the fifth (5th) anniversary of the Commencement Date. Provided Tenant is not then in material default of this Agreement beyond any applicable notice, grace or cure period, at the expiration of the Term, Tenant shall have the right to extend the term of this Lease for a renewal term for five (5) additional year term ("Renewal Term"). The Renewal Term shall be on the same terms and conditions as set forth in this Agreement.

### 3. Rent.

Rent under this agreement shall be Four Hundred Dollars (\$400.00) per month, except as adjusted under the terms of this Paragraph 3 ("Rent"). The Rent shall increase by five percent (5%) per year on each

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anniversary of the Commencement Date during each year of the Term or Renewal Term. While the Equipment is owned by Mr. Carreau, personally, Landlord waives the right to receive this Rent. If the Rent or any other amounts due hereunder are not paid in accordance with the terms hereof, Tenant will pay a late fee of Fifty Dollars (\$50.00) plus interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. Tenant shall also reimburse Landlord its reasonable collection costs, including attorneys fees, incurred in collecting any delinquent Rent.

**4. Assignment/Subletting.**

Tenant will not assign or transfer, or permit a deemed assignment or transfer of, this Agreement, or any portions hereof or rights hereunder, nor sublet the Equipment or any portion(s) thereof, without the prior written consent of Landlord, which consent will not be unreasonably withheld, delayed or conditioned. Following any assignment or subleasing by or from Mr. Carreau himself, whether of all or a part of the Equipment or this Agreement, and whether permitted hereunder or not, the Rent shall immediately and without notice be and thereafter remain due and owing. Neither anything set forth herein, nor the assertion of Landlord's entitlement to nor its acceptance of Rent from Tenant or any other person or entity, shall constitute a waiver of Landlord's rights hereunder, including its right to assert a default as a result of an unauthorized assignment, transfer or sublease.

**5. Access and Security.**

Tenant, and Tenant's employees, agents, subcontractors, and invitees shall have access to the Equipment without notice to Landlord twenty-four (24) hours a day, seven (7) days a week, at no charge.

**6. Notices.**

All notices, demands, requests, consents, approvals or other instruments required or permitted to be given pursuant hereto shall be in writing and shall be deemed to have been given and received upon (i) receipt, if hand delivered, (ii) the next business day, if delivered by express delivery service or overnight courier service, or (iii) the third business day following the day of deposit of such notice in registered or certified mail, return receipt requested. Telecopy numbers are provided below for informational purposes only, and not to be used for notices required by this Agreement. Notices shall be provided to the addresses specified below:

If to Landlord: Spectrum Resources Towers, L.P.  
6400 Arlington Boulevard  
Suite 1000  
Falls Church, Virginia 22042  
Attention: Cyril Uy, Vice President  
Telecopy No.: (703) 533-1399

With a copy to: McCandlish & Lillard, P.C.  
11350 Random Hills Road  
Suite 500  
Fairfax, Virginia 22030-7429

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Attention: Douglas J. Sanderson, Esq.  
Telecopy No.: (703) 352-4300

If to Tenant: Mr. Gilbert Carreau  
P.O. Box 7371  
South Lake Tahoe, California 96150  
Telecopy No.: (530) 541-2679

Each person and entity listed above may at any time change its address for such notices by delivering to the other, as aforesaid, a notice of such change.

7. **Installation and Improvements.**

A. Upon execution of this Agreement, Tenant shall have the right to maintain, repair, modify and operate the Equipment. In connection therewith, Tenant has the right to do all work necessary to prepare, maintain and alter the Equipment for Tenant's business operations and to install transmission lines connecting the antennas to the transmitters and receivers. All installation of or other work on Tenant's Equipment will be at Tenant's sole expense. Upon completion of installation or improvements of any additional or replacement equipment on the Tower, Landlord will have the right to inspect and reasonably approve all installation and improvement work. Title to the Equipment (including Improvements) shall be held by Landlord and all of the Equipment shall remain Landlord's personal property.

B. Landlord reserves the right to prohibit the operation of any Equipment it reasonably deems to be improperly installed, or unsafe.

8. **Compliance with Laws.**

Subject to the terms of this Paragraph 8, Tenant agrees to take the Equipment in strictly "AS IS" condition. Tenant will materially comply with all applicable laws relating to its possession and use of the Equipment. Upon request by Landlord, Tenant will produce satisfactory evidence that the Equipment complies with federal regulations pertaining to radio-frequency radiation standards and is licensed with the FCC, if applicable. At all times, Tenant shall be responsible for the Equipment's compliance with all tower or building marking and lighting regulations promulgated by the Federal Aviation Administration "FAA" or the Federal Communications Commission "FCC," as applicable.

9. **Insurance.**

Tenant will procure and maintain a public liability policy, with limits of \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, with a certificate of insurance to be furnished to Landlord within thirty (30) days of written request. Such insurance shall insure, on an occurrence basis, against liability of Tenant, its employees and agents, arising out of or in connection with Tenant's use of or any action taken with respect to the Equipment, all as provided for herein. Such policy will provide that cancellation will not occur without at least fifteen (15) days prior written notice to Landlord. Landlord shall be

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named as an additional insured on Tenant's policy. Tenant and Landlord release each other and their respective principals, officers, directors, employees, representatives and agents, from any claims for damage to any person or to the Equipment caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Tenant shall cause each insurance policy obtained by Tenant to provide that the insurance company waives all right of recovery by way of subrogation against Landlord other in connection with any damage covered by any policy. Neither Tenant nor Landlord shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Paragraph 9 or actually maintained by a party.

10. Interference.

Tenant understands that it is the intention of Landlord to accommodate at least two (2) other broadband carriers. Tenant agrees to cooperate with Landlord, at no cost to Tenant, in allowing Third Party antennas to be installed with minimal separation from Carreau's antennas so long as Spectrum undertakes appropriate radio frequency studies to minimize any interference with the Equipment's operations. Neither Tenant nor Landlord shall permit the installation of any future equipment which results in technical interference problems with the Equipment. If a third party installs equipment ("Third Party"), and the Third Party's equipment causes interference with the Equipment, Landlord, upon written request from Tenant, shall cause the Third Party to shut down its equipment (except for intermittent operation for the purpose of testing). If the interference between the Equipment and the Third Party's equipment cannot be resolved within 30 days after Landlord is notified in writing by Tenant of such interference, then Landlord will cause the Third Party to shut down and remove the equipment causing the interference.

11. Utilities.

Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use and operation of the Equipment and will install a separate electric meter at the Equipment and pay its electricity costs directly to the appropriate utility company. Temporary interruption in the power provided by the facilities will not render Landlord liable in any respect for damages to the Equipment. Tenant will cooperate with Landlord in shutting down (and Landlord may shut down) the electrical service to the Equipment in connection with any necessary maintenance operation conducted for the Equipment, even at the risk of damage to the Equipment. Landlord agrees to give Tenant reasonable prior notice, except in emergency situations, which notice may be oral.

12. Default.

A. Default by Tenant. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(i) Nonpayment of Rent. Failure to pay Rent or any other amount when due and payable hereunder, upon the date when such payment is due.

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named as an additional insured on Tenant's policy. Tenant and Landlord release each other and their respective principals, officers, directors, employees, representatives and agents, from any claims for damage to any person or to the Equipment caused by, or that result from, risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Tenant shall cause each insurance policy obtained by Tenant to provide that the insurance company waives all right of recovery by way of subrogation against Landlord other in connection with any damage covered by any policy. Neither Tenant nor Landlord shall be liable to the other for any damage caused by fire or any of the risks insured against under any insurance policy required by this Paragraph 9 or actually maintained by a party.

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Tenant understands that it is the intention of Landlord to accommodate at least two (2) other broadband carriers. Tenant agrees to cooperate with Landlord, at no cost to Tenant, in allowing Third Party antennas to be installed with minimal separation from Carreau's antennas so long as Spectrum undertakes appropriate radio frequency studies to minimize any interference with the Equipment's operations. Neither Tenant nor Landlord shall permit the installation of any future equipment which results in technical interference problems with the Equipment. If a third party installs equipment ("Third Party"), and the Third Party's equipment causes interference with the Equipment, Landlord, upon written request from Tenant, shall cause the Third Party to shut down its equipment (except for intermittent operation for the purpose of testing). If the interference between the Equipment and the Third Party's equipment cannot be resolved within 30 days after Landlord is notified in writing by Tenant of such interference, then Landlord will cause the Third Party to shut down and remove the equipment causing the interference.

11. Utilities.

Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use and operation of the Equipment and will install a separate electric meter at the Equipment and pay its electricity costs directly to the appropriate utility company. Temporary interruption in the power provided by the facilities will not render Landlord liable in any respect for damages to the Equipment. Tenant will cooperate with Landlord in shutting down (and Landlord may shut down) the electrical service to the Equipment in connection with any necessary maintenance operation conducted for the Equipment, even at the risk of damage to the Equipment. Landlord agrees to give Tenant reasonable prior notice, except in emergency situations, which notice may be oral.

*Doesn't apply N/A JSE*

12. Default.

A. Default by Tenant. The occurrence of any one or more of the following events shall constitute a material default and breach of this Lease by Tenant:

(i) Nonpayment of Rent. Failure to pay Rent or any other amount when due and payable hereunder, upon the date when such payment is due.

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(ii) Other Obligations. Failure to observe or perform any other material obligation, agreement or covenant under this Agreement other than the payment of Rent or other monies due, and other than those defaults otherwise specified in this Paragraph 12, such failure continuing for thirty (30) days after Tenant receives notice of such failure, specifying the alleged default; provided however, that if the nature of such default is such that the same cannot reasonably be cured within thirty (30) days, Tenant shall not be deemed to be in default if Tenant shall within such period commence the cure of the default and thereafter diligently prosecute the same to completion;

(iii) Violation of Law. Tenant violates or allows a violation of any applicable law, rule, statute, ordinance, order or regulation applicable to the Equipment and/or Tenant's use of the Equipment and does not cure such violation within thirty (30) days of the date of the notice to Tenant specifying the alleged violation;

(iv) Bankruptcy. The appointment of a receiver to take possession of all or substantially all of Tenant's assets, an assignment by Tenant for benefit of its creditors, or the filing of a voluntary or involuntary petition in bankruptcy by Tenant's creditors, if such appointment, assignment or petition remains undischarged for a period of ninety (90) days.

B. Default by Landlord. Failure by Landlord to observe or perform any obligation, agreement or covenant under this Agreement to be performed by it shall constitute a default by Landlord if the failure materially affects Tenant's ability to operate the Equipment and is not cured within thirty (30) days after receipt of written notice thereof by Landlord specifying the alleged default; provided however, that if the nature of such default is such that the same cannot reasonably be cured within thirty (30) days, Landlord shall not be deemed to be in default if Landlord shall within such period commence the cure of the default and thereafter diligently prosecute the same to completion.

### 13. Remedies upon Default.

A. Landlord's Remedies. Upon the occurrence of a default by Tenant, Landlord shall be entitled to the following rights and remedies in addition to all other rights and remedies available to Landlord at law or in equity:

(i) Termination. Landlord shall have the right, with notice, to terminate this Agreement, and at any time thereafter recover possession of the Equipment, in the manner permitted by law, without prejudice to any of the remedies that Landlord may have under this Agreement or under law by reason of Tenant's default. Landlord retains the right to sue Tenant, in a court of law, for all damages which result from Tenant's failure to comply with the terms and conditions of this Agreement.

(ii) Continuation after default. This Agreement shall continue in effect for so long as Landlord does not terminate Tenant's right to possession under Paragraph 13(A)(i) above, and Landlord may enforce all of its rights and remedies under this Agreement, including without limitation the right to recover Rent as it becomes due, without terminating this Agreement.

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B. **Tenant's Remedies.** Upon the occurrence of a default by Landlord, Tenant shall not be entitled to terminate this Agreement, but shall be entitled to seek damages and specific performance of the terms of this Agreement, and shall further be entitled to withhold the payment of Rent without such withholding constituting a Default under Paragraph 12. Tenant retains the right to sue Landlord, in a court of law, for all damages which result from Landlord's material failure to comply with the terms and conditions of this Agreement.

14. **Taxes.**

Carreau shall pay any personal property taxes assessed on, or any portion of such taxes attributable to the Equipment.

15. **Liability and Indemnity.**

Tenant shall indemnify and hold harmless Landlord, its partners, agents and employees from (and shall reimburse Landlord for its costs or expenses including legal expenses incurred in connection with the defense of) all claims and demands of third persons including but not limited to those for death, for personal injuries, or for property damages to the Equipment, arising out of any default of Tenant in performing or observing any term or provision of this Agreement or out of the use of the Equipment by Tenant, or out of the acts or omissions of Tenant, its officers, members, employers, agents, representatives, contractors, customers, guests, invitees and other persons who are doing business with Tenant or who are at the Tower with Tenant's consent, unless caused by the intentional acts or omissions of Landlord, its agents or employees.

16. **Hazardous Substances.**

Tenant agrees that Tenant will not use, generate, store or dispose of any Hazardous Material on, under or about the Equipment in violation of any law or regulation. Tenant will not, and will not permit any third party to, use, generate, store or dispose of any Hazardous Material on, under or about the Equipment in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Equipment is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any federal, state or local law or regulation applicable to the Equipment or the Tower.

17. **Liens.**

A. Tenant will not permit any mechanics', materialman's or other liens to encumber the Equipment for any labor or material furnished Tenant in connection with work of any character performed on the Equipment by or at the direction of Tenant. In the event that any notice of lien will be filed or given, Tenant will, within thirty (30) days after the date of filing, cause the same to be released or discharged by either

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payment, deposit, or bond. Landlord will be indemnified (including without limitation reasonable attorneys fees) by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Landlord on account of the filing of the claim or lien.

B. Tenant shall not enter into a financing arrangement of any kind with respect to the Equipment, including promissory notes and financial and security agreements for the refinancing of the Equipment with a third party financing entity. Entering into such an arrangement shall constitute a default, in that such an encumbrance shall be deemed to materially affect Spectrum's operation of the Equipment.

**18. Casualty or Condemnation.**

In the event of any damage, destruction or condemnation of the Equipment, or any part thereof, Tenant will have the obligation to provide equipment of the same character and quality. Landlord will in no event be liable to Tenant for any damage to or loss of the Equipment sustained by reason of any act of God, by Tenant's act or omission, or Tenant's violation of any of the terms, covenants or conditions of this Agreement.

**20. Miscellaneous.**

A. This Agreement applies to and binds the successors and assigns of the parties to this Agreement.

B. This Agreement shall be governed by the law of the state in which the Tower (as defined in the Letter Agreement) sits.

C. If requested by Landlord, Tenant agrees promptly to execute and deliver to Spectrum a recordable Memorandum of Agreement in the form of Exhibit B.

D. This Agreement and the attached Exhibits together constitute the entire Agreement between the parties and supersede all prior written and verbal agreements, representations, promises or understandings between the parties. Any amendments to this Agreement must be in writing and executed by both parties.

E. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

F. The prevailing party in any action or proceeding in court, or in any mutually agreed arbitration proceeding, to enforce the terms of this Agreement is entitled to receive its reasonable attorneys' fees and other reasonable enforcement costs and expenses from the non-prevailing party.

G. Failure or delay on the part of Carreau or Spectrum to exercise any right, power, or privilege hereunder will not operate as a waiver thereof; waiver of a breach of any provision hereof under any

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circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement.

H. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

"SPECTRUM"

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

By: 

Name: Carlos Roberts

Title: President

"CARREAU"

GILBERT CARREAU

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EXHIBIT B

MEMORANDUM OF AGREEMENT

THIS AGREEMENT IS ENTERED INTO on this 8th day of October, 1999, by and between Spectrum Resources Towers, L.P., a Delaware limited partnership, with an office at 6400 Arlington Boulevard, Suite 1000, Falls Church, Virginia 22042 (hereinafter referred to as "Spectrum") and Gilbert Carreau (hereinafter referred to as "Carreau").

1. Carreau and Spectrum entered into a lease ("Agreement") on the 8th day of October 1999, for the purpose of leasing, operating and maintaining a radio communications facility and other improvements, described in the Agreement as the Equipment. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on October 8th, 1999 ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date, with a contingent option to renew for another five (5) years.
3. The real property on which the Equipment sits is known between the parties as the Tower, as such is described in the Letter Agreement pursuant to which the Agreement was written and executed, and is more apticularly described in Exhibit 1 hereto, which is incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

SPECTRUM RESOURCES TOWERS, L.P.

GILBERT CARREAU

By: [Signature]  
Date: October 10/8/99  
Title: President

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_



circumstances will not constitute a waiver of any subsequent breach of the provision, or of a breach of any other provision of this Agreement.

H. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

"SPECTRUM"

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

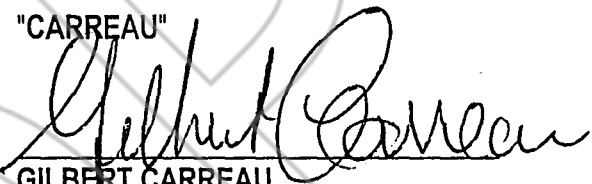
By VS&A-Spectrum, Inc., a Delaware corporation, General Partner

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

"CARREAU"

  
\_\_\_\_\_  
GILBERT CARREAU

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EXHIBIT B

**MEMORANDUM OF AGREEMENT**

THIS AGREEMENT IS ENTERED INTO on this 8 day of 10, 1999, by and between Spectrum Resources Towers, L.P., a Delaware limited partnership, with an office at 6400 Arlington Boulevard, Suite 1000, Falls Church, Virginia 22042 (hereinafter referred to as "Spectrum") and Gilbert Carreau (hereinafter referred to as "Carreau").

1. Carreau and Spectrum entered into a lease ("Agreement") on the 8 day of 10 1999, for the purpose of leasing, operating and maintaining a radio communications facility and other improvements, described in the Agreement as the Equipment. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for five (5) years commencing on 8-10- 1999 ("Commencement Date") and terminating on the fifth anniversary of the Commencement Date, with a contingent option to renew for another five (5) years.
3. The real property on which the Equipment sits is known between the parties as the Tower, as such is described in the Letter Agreement pursuant to which the Agreement was written and executed, and is more apticularly described in Exhibit 1 hereto, which is incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement as of the day and year first above written.

**SPECTRUM RESOURCES TOWERS, L.P.**

**GILBERT CARREAU**

By: \_\_\_\_\_  
Date: \_\_\_\_\_  
Title: \_\_\_\_\_

By: Gilbert Carreau  
Date: 8-10-99  
Title: owner



STATE OF NEVADA,

County of Douglas ss.

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

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 of Notary



STATE OF NEVADA,

County of Douglas ss.

On 10-8-99 personally appeared before me, a notary public, Charles Robert

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 of Notary

REQUESTED BY  
WESTERN TITLE COMPANY, INC  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

1999 OCT 21 PM 3: 53

LINDA SLATER  
RECORDER

\$2.00 PAID DEPUTY

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