

Register of Actions

Filed by Plaintiff/Petitioner
 Filed by Defendant/Respondent
 Filed by Court

Case Number: 2004CV000572
Case Type: Foreign Judgment
Case Caption: Outwater, Christopher et al v. Burke, Todd et al

Division: 3
Judicial Officer: Norma A Sierra
Court Location: Boulder County

Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security
N/A	06/10/2004 12:00 AM	N/A	N/A	N/A	Writ of Garn - Exempt w/Levy - Issued	N/A	
N/A (Details)	06/08/2004 12:00 AM	D D Mallard	Boulder County	N/A	Case Closed - Post Judgment	Affidavit of Service by Disinterested Person (on Patrick Chisholm, Bank Officer at Community First National Bank, Boulder, re Writ of Garnishment with Notice of Exemption and Pending Levy) on 06.10.04	Public
N/A (Details)	06/07/2004 1:46 PM	N/A	N/A	Christopher Outwater	Return of Service	Return of Service (re 06.01.04 Subpoena on Todd Wester, ROS dated 06.04.04)	Public
N/A	06/03/2004 12:00 AM	N/A	N/A	N/A	Reopen - Post Judgment	N/A	
N/A (Details)	06/01/2004 4:23 PM	N/A	N/A	Christopher Outwater, Anne-Michele Van Son (more)	Notice	Substitution of Counsel	Public
N/A (Details)	05/21/2004 12:25 AM	Carol Glowinsky	Boulder County	N/A	Order	ORDER OF 05-20-04 ISSUING SUBPOENA DUCES TECUM UNDER RULE 69.	Public
N/A (Details)	05/14/2004 2:00 PM	N/A	N/A	Christopher Outwater, Anne-Michele Van Son (more)	Accepted without Docketing	Proposed Order	Public
N/A (Details)	05/14/2004 2:00 PM	N/A	N/A	Christopher Outwater, Anne-Michele Van Son (more)	Motion	Motion for Subpoena Duces Tecum	Public
N/A (Details)	04/26/2004 1:54 PM	D D Mallard	Boulder County	N/A	Notice	of filing of foreign judgment - MAILED TO ALL PARTIES	Public
N/A (Details)	04/20/2004 7:01 PM	N/A	N/A	Christopher Outwater, Anne-Michele Van Son (more)	Accepted without Docketing	Petition to Domesticicate Foreign Judgment - Exhibit C - Part 2	Public
N/A (Details)	04/20/2004 7:01 PM	N/A	N/A	Christopher Outwater, Anne-Michele Van Son (more)	Accepted without Docketing	Petition to Domesticicate Foreign Judgment - Exhibit C - Part 1	Public
N/A (Details)	04/20/2004 7:01 PM	N/A	N/A	Christopher Outwater, Anne-Michele Van Son (more)	Petition	Petition to Domesticicate Foreign Judgment	Public

Filing ID	Date Filed	Authorizer	Organization	Filing Party	Document	Document Title	Document Security
N/A	04/20/2004 12:00 AM	N/A	N/A	N/A	Case Closed	N/A	

Party Information

Party Name	Party Type	Party Status	Attorney/Paraprofessional Name
Aj Woronovich Inc	Plaintiff	Active	CHARLES GREENHOUSE
Anne-Michele Van Son	Plaintiff	Active	CHARLES GREENHOUSE
Christopher J Van Son	Plaintiff	Active	CHARLES GREENHOUSE
Christopher Outwater	Plaintiff	Active	CHARLES GREENHOUSE LESLIE ANN TUFT (Torbet and Tuft LLC)
Community First National Bank	Garnishee	Active	N/A
Gary Wester	Defendant	Active	N/A
Party Suppressed	Impartial	Active	N/A
Todd Burke	Defendant	Active	N/A
Triton Group Realty Advisors Inc	Plaintiff	Active	CHARLES GREENHOUSE
William Babcock	Plaintiff	Active	CHARLES GREENHOUSE LESLIE ANN TUFT (Torbet and Tuft LLC)

Final Judgments

Judgment Date	Judicial Officer	Judgment Type	Status	Creditor(s)	Debtor(s)	Date Entered	Fee Type	Amount
04/20/2004	D D Mallard	Foreign Judgment	UNSATISFIED	Christopher Outwater, Anne-Michele Van Son, Christopher J Van Son, William Babcock, Triton Group Realty Advisors Inc, Aj Woronovich Inc	Todd Burke, Gary Wester	04/20/2004	PRINCIPAL	\$263000.00
						04/20/2004	COURT COSTS	\$621.00
						04/20/2004	ATTORNEY FEES	\$8000.00
						04/20/2004	INTEREST	\$12122.00
							Total	\$283743.00

2 2004CV 572

FILED Document
CO Boulder County District Court 20th JD
DATE FILED
Filing Date: Apr 20 2004 5:01PM MDT
APR 20 2004 7:01 PM
Filing ID: 3453707
CASE NUMBER: 2004CV572
Review Clerk: Debra Crosser

DISTRICT COURT, BOULDER COUNTY,
COLORADO

1777 6th Street
Boulder, Colorado 80302
(303) 441-3750

Plaintiffs: Christopher Outwater, Anne-
Michele Van Son, Christopher J. Van Son,
William Babcock, Triton Group Realty
Advisors, Inc. and AJ Woronovich, Inc.

Defendants: Todd Burke and Gary Wester

Michael E. Lindsay, #15126
Leslie A. Tuft, #34671
Ballard Spahr Andrews & Ingersoll, LLP
1225 17th Street, Suite 2300
Denver, Colorado 80202-5596
Phone: (303) 292-2400
Fax: (303) 296-3956
E-mail: lindsay@ballardspahr.com
tuftl@ballardspahr.com

▲ COURT USE ONLY ▲

Case No. _____

Courtroom __ Division: __

PETITION TO DOMESTICATE FOREIGN JUDGMENT

Pursuant to the Uniform Enforcement of Foreign Judgments Act, C.R.S. § 13-53-101 *et seq.*, judgment creditors Christopher Outwater, Anne-Michele Van Son, Christopher J. Van Son, William Babcock, Triton Group Realty Advisors, Inc. and AJ Woronovich, Inc. (collectively "Judgment Creditors") hereby petition to file a foreign judgment rendered against judgment debtors Todd Burke ("Burke") and Gary Wester ("Wester") in the Superior Court of California, Santa Barbara County, on February 3, 2004. As grounds therefore, Judgment Creditors state:

1. Judgment Creditors obtained a judgment against Burke and Wester in the Superior Court of California, Santa Barbara County, on February 3, 2004, which remains unsatisfied. An exemplified copy of the foreign judgment is attached hereto as **Exhibit A**.
2. The judgment rendered against Burke and Wester is a valid and final adjudication remaining in full force in the state of its rendition and entitled to full faith and credit in this state.

3. Burke's last known address is 1423 Quince Street, Boulder, CO 80304. Wester's last known address is 8725 E. Cherokee Court, Parker, CO 80134. This Court would have had jurisdiction over the original action had it been commenced first in this state.

4. The names and last-known addresses of the Judgment Creditors, Burke, and Wester are set forth in the Affidavit of Leslie A. Tuft, attached hereto as **Exhibit B**.

5. The attached foreign judgment explicitly indicates that the Superior Court of California, Santa Barbara County, relied on the Judgment Creditors' written declarations in entering the judgment. (See Exhibit A, p.2.) The written declarations of the Judgment Creditors include, without limitation, the specific judgment amounts due to each Judgment Creditor. A true and correct copy of the request for entry of judgment, memorandum of points and authorities in support thereof, and the aforementioned written declarations are attached hereto as **Exhibit C**.

6. Specifically, as set forth in Exhibit C, the individual judgment amounts due to each Judgment Creditor are as follows:

Christopher Outwater:.....	\$149,450.00
Christopher J. and Anne-Michele Van Son (with costs and attorneys' fees):	\$38,682.36
William Babcock:	\$49,442.64
Triton Group Realty Advisors, Inc.:	\$23,084.00
<u>AJ Woronovich, Inc.:</u>	<u>\$23,084.00</u>
Total:	\$283,743.00

WHEREFORE, Judgment Creditors respectfully request that this Court register the attached judgment.

DATED this 20th day of April, 2004.

Respectfully submitted,

BALLARD SPAHR ANDREWS
& INGERSOLL, LLP

By Leslie A. Tuft

Michael E. Lindsay, #15126

Leslie A. Tuft, #34671

ATTORNEYS FOR JUDGMENT CREDITORS
CHRISTOPHER OUTWATER, ANNE-MICHELE
VAN SON, CHRISTOPHER J. VAN SON,
WILLIAM BABCOCK, TRITON GROUP
REALTY ADVISORS, INC. AND AJ
WORONOVICH, INC.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing PETITION TO DOMESTICATE FOREIGN JUDGMENT was sent via United States mail this 20th day of April 2004 to the judgment debtors:

Todd Burke
1423 Quince Street
Boulder, CO 80304

Gary Wester
8725 E. Cherokee Court
Parker, CO 80134

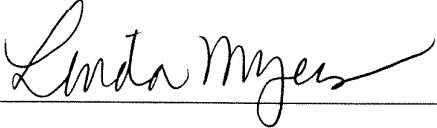


EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

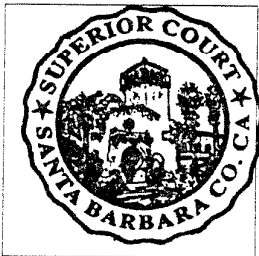
Short Title of Case: CHRISTOPHER OUTWATER et al, vs TODD BURKE, et al.	Case Number: 1131387
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EXEMPLIFICATION OF RECORD

1. a. List of documents exemplified:

Date Filed	Brief Title of Document
2-3-2004	JUDGMENT BY COURT BY DEFAULT

Listing continued on reverse.



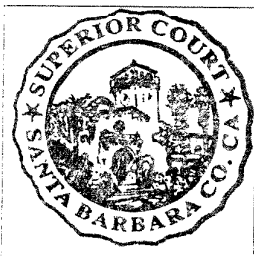
b. I, GARY M. BLAIR, Clerk of the Superior Court of the State of California for the County of Santa Barbara, do hereby certify and attest that the copies attached hereto are true and correct copies of the documents listed above, and that the originals they depict are on file or of record in my office in the above-entitled case. They are exemplified according to law.

Dated: 4/14/04
Deputy Clerk: Gary M. Blair
Clerk of the Superior Court
by Sandra C. Lopez, Deputy.

2. I, **THOMAS P. ANDERLE** ^{Sandra C. Lopez}, Judge of the Superior Court of the County of Santa Barbara, State of California, certify that:

- a. This Court is a Court of Record, having a Clerk and a Seal, which seal is annexed hereto;
- b. GARY M. BLAIR is the Santa Barbara Executive Officer of the County of Santa Barbara, and was on the date shown above Clerk of the Superior Court, and as such Clerk is the legal custodian of the original records or documents described and referred to above, and is the proper officer to execute this exemplification;
- c. The signature of the Deputy Clerk named above is genuine; and all her/his official acts as Deputy Clerk are entitled to full faith and credit.

Dated: _____
Judge of the Superior Court
Thomas P. Anderle
THOMAS P. ANDERLE



3. I, GARY M. BLAIR, Clerk of the Superior Court as recited above, certify that the Judge named above was, at the time of signing this document, Judge of the Superior Court of the County of Santa Barbara, State of California, duly qualified by election or appointment; and her/his signature above is genuine.

Dated: APR 15 2004
Deputy Clerk: Gary M. Blair
Clerk of the Superior Court
by Sandra C. Lopez, Deputy.
Sandra C. Lopez

FOR COURT USE ONLY

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):

Christopher J. Van Son, Esq.
LAW OFFICE OF CHRISTOPHER J. VAN SON

Post Office Box 1127
Oak View, California 93022

TELEPHONE NO.: 805-798-0719

FAX NO. (Optional): 805-798-0719

E-MAIL ADDRESS (Optional):

ATTORNEY FOR (Name): Christopher Outwater

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Barbara

STREET ADDRESS: 1100 Anacapa Street

MAILING ADDRESS: Post Office Box 1127

CITY AND ZIP CODE: Santa Barbara 93121

BRANCH NAME:

PLAINTIFF: Christopher Outwater, et al.

DEFENDANT: Todd Burke, et al.

JUDGMENT

By Clerk
 By Court

By Default
 On Stipulation

After Court Trial
 Defendant Did Not Appear at Trial

CASE NUMBER:

01131387

FILED
SUPERIOR COURT of CALIFORNIA
COUNTY of SANTA BARBARA

FEB 03 2004

GARY M. BLAIR, Executive Officer
BY *Kristen E. Fraser*
KRISTEN E. FRASER, Deputy Clerk

CA

FIN

PTY

ATT

COD

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JUDGMENT

1. BY DEFAULT

- a. Defendant was properly served with a copy of the summons and complaint.
- b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
- c. Defendant's default was entered by the clerk upon plaintiff's application.
- d. Clerk's Judgment (Code Civ. Proc., § 585(a)). Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
- e. Court Judgment (Code Civ. Proc., § 585(b)). The court considered
 - (1) plaintiff's testimony and other evidence.
 - (2) plaintiff's written declaration (Code Civ. Proc., § 585(d)).

2. ON STIPULATION

- a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment and
- b. the signed written stipulation was filed in the case.
- c. the stipulation was stated in open court the stipulation was stated on the record.

3. AFTER COURT TRIAL. The jury was waived. The court considered the evidence.

- a. The case was tried on (date and time):
before (name of judicial officer):
- b. Appearances by:

<input type="checkbox"/> Plaintiff (name each):	<input type="checkbox"/> Plaintiff's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
<input type="checkbox"/> Defendant (name each):	<input type="checkbox"/> Defendant's attorney (name each):
(1)	(1)
(2)	(2)
<input type="checkbox"/> Continued on Attachment 3b.	
- c. Defendant did not appear at trial. Defendant was properly served with notice of trial.
- d. A statement of decision (Code Civ. Proc., § 632) was not was requested.

PLAINTIFF: Christopher Outwater, et al.	CASE NUMBER: 01131387
DEFENDANT: Todd Burke, et al.	

JUDGMENT IS ENTERED AS FOLLOWS BY: THE COURT THE CLERK

4. **Stipulated Judgment.** Judgment is entered according to the stipulation of the parties.

5. **Parties.** Judgment is

- | | |
|---|---|
| a. <input checked="" type="checkbox"/> for plaintiff (<i>name each</i>): Christopher Outwater, Christopher J. and Anne-Michele Van Son, William Babcock, (cont.) and against defendant (<i>names</i>): Todd Burke and Gary Wester | c. <input type="checkbox"/> for cross-complainant (<i>name each</i>): _____ and against cross-defendant (<i>name each</i>): _____ |
|---|---|

Continued on Attachment 5a.

Continued on Attachment 5c.

b. for defendant (*name each*): _____

d. for cross-defendant (*name each*): _____

6. **Amount.**

a. Defendant named in item 5a above must pay plaintiff on the complaint:

c. Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

(1)	<input checked="" type="checkbox"/> Damages		\$	263,000
(2)	<input checked="" type="checkbox"/> Prejudgment interest at the annual rate of 12 %		\$	12,122
(3)	<input checked="" type="checkbox"/> Attorney fees		\$	8,000
(4)	<input checked="" type="checkbox"/> Costs		\$	621
(5)	<input type="checkbox"/> Other (<i>specify</i>):		\$	
(6) TOTAL				\$ 283,743

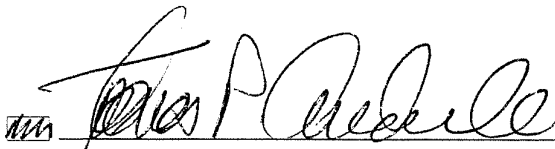
(1)	<input type="checkbox"/> Damages		\$	
(2)	<input type="checkbox"/> Prejudgment interest at the annual rate of %		\$	
(3)	<input type="checkbox"/> Attorney fees		\$	
(4)	<input type="checkbox"/> Costs		\$	
(5)	<input type="checkbox"/> Other (<i>specify</i>):		\$	
(6) TOTAL				\$

- b. Plaintiff to receive nothing from defendant named in item 5b.
 Defendant named in item 5b to recover costs \$ _____
 and attorney fees \$ _____

- d. Cross-complainant to receive nothing from cross-defendant named in item 5d.
 Cross-defendant named in item 5d to recover costs \$ _____
 and attorney fees \$ _____

7. Other (*specify*): _____

Date: 2/3/04



 JUDICIAL OFFICER

Date: _____ Clerk, by _____, Deputy

(SEAL)

CLERK'S CERTIFICATE (*Optional*)

I certify that this is a true copy of the original judgment on file in the court.

Date: _____

Clerk, by _____, Deputy

Attachment 5a.

Plaintiffs (cont.)

Triton Group Realty Advisors, Inc., a California corporation; and AJ Woronovich, Inc., a California corporation.

EXHIBIT B

DISTRICT COURT, BOULDER COUNTY,
COLORADO

1777 6th Street
Boulder, Colorado 80302
(303) 441-3750

Plaintiffs: Christopher Outwater, Anne-Michele Van Son, Christopher J. Van Son, William Babcock, Triton Group Realty Advisors, Inc. and AJ Woronovich, Inc.

Defendants: Todd Burke and Gary Wester

▲ COURT USE ONLY ▲

Case No. _____

Courtroom __ Division: __

AFFIDAVIT OF LESLIE A. TUFT

I, Leslie A. Tuft, being of lawful age, being first duly sworn according to law, upon oath, depose and state in support of the Petition to Domesticate Foreign Judgment ("Petition"):

1. I am an attorney with Ballard Spahr Andrews & Ingersoll, LLP, counsel for judgment creditors Christopher Outwater, Anne-Michele Van Son, Christopher J. Van Son, William Babcock, Triton Group Realty Advisors, Inc. and AJ Woronovich, Inc. (collectively "Judgment Creditors") in this matter.

2. The facts set forth in this affidavit are true to the best of my knowledge after reasonable investigation.

3. The last-known address of judgment debtor Todd Burke is 1423 Quince Street, Boulder, CO 80304.

4. The last-known address of judgment debtor Gary Wester is 8725 E. Cherokee Court, Parker, CO 80134.

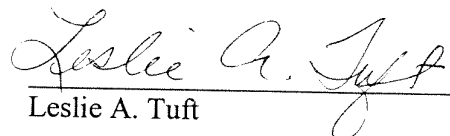
5. The last-known address of judgment creditor Christopher Outwater is 329 San Ysidro Road, Santa Barbara, CA 93108.

6. The last-known address of judgment creditors Anne-Michele Van Son and Christopher J. Van Son is Post Office Box 1127, Oak View, CA 93022.

7. The last-known address of judgment creditor William Babcock is 417 Via los Miradores, Redondo Beach, CA 90277.

8. The last-known address of judgment creditor Triton Group Realty Advisors, Inc. is 300 Esplanade Drive, suite 1660, Oxnard, CA 93030.

9. The last-known address of judgment creditor AJ Woronovich, Inc. is 300 Esplanade Drive, suite 1660, Oxnard, CA 93030.



Leslie A. Tuft

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)


I hereby declare that Leslie A. Tuft appeared before me this 20th day of April, 2004, and declared severally that she executed the foregoing document as her free act and that the statements contained therein are true and correct to the best of her knowledge and belief.

Witness my hand and official seal.

My Commission expires: My Commission Expires 04/08/2005

[seal]





Notary Public

EFILED Document
CO Boulder County District Court 20th JD
Filing Date: Apr 20 2004 5:01PM MDT
DATE FILED
APR 20 2004 7:01 PM
Filing ID: 3453707
CASE NUMBER: 2004CV572
Review Clerk: Debra Crosser

EXHIBIT C

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address): Christopher J. Van Son, Esq. LAW OFFICE OF CHRISTOPHER J. VAN SON Post Office Box 1127 Oak View, California 93022 TELEPHONE NO.: 805-798-0719 FAX NO.: 805-798-0719 ATTORNEY FOR (Name): Christopher Outwater	FOR COURT USE ONLY
Insert name of court and name of judicial district and branch court, if any: Santa Barbara County Superior Court	
PLAINTIFF: Christopher Outwater, et al. DEFENDANT: GlobalTowers, Inc., Gary Wester, Ralph Blasingame, Todd Burke	
REQUEST FOR <input type="checkbox"/> ENTRY OF DEFAULT <input type="checkbox"/> CLERK'S JUDGMENT (Application) <input checked="" type="checkbox"/> COURT JUDGMENT	CASE NUMBER: 01131387

1. TO THE CLERK: On the complaint or cross-complaint filed
- a. on (date): October 1, 2003
 - b. by (name): Christopher Outwater, et al.
 - c. Enter default of defendant (names):

d. I request a court judgment under Code of Civil Procedure sections 585(b), (c), 989, etc., against defendant (names):
 Todd Burke and Gary Wester

(Testimony required. Apply to the clerk for a hearing date, unless the court will enter a judgment on an affidavit under Code of Civil Procedure section 585(d).)

e. Enter clerk's judgment

(1) for restitution of the premises only and issue a writ of execution on the judgment. Code of Civil Procedure section 1174(c) does not apply. (Code Civ. Proc., § 1169.)

Include in the judgment all tenants, subtenants, named claimants, and other occupants of the premises. The Prejudgment Claim of Right to Possession was served in compliance with Code of Civil Procedure section 415.46.

(2) under Code of Civil Procedure section 585(a). (Complete the declaration under Code Civ. Proc., § 585.5 on the reverse (item 5).)

(3) for default previously entered on (date):

2. Judgment to be entered


	<u>Amount</u>	<u>Credits acknowledged</u>		<u>Balance</u>
a. Demand of complaint	\$ 263,000	\$	\$	263,000
b. Statement of damages *				
(1) Special	\$	\$	\$	
(2) General	\$	\$	\$	
c. Interest	\$ 12,122	\$	\$	12,122
d. Costs (see reverse)	\$ 621	\$	\$	621
e. Attorney fees	\$ 8,000	\$	\$	8,000
f. TOTALS	\$ 283,743	\$	\$	283,743

g. Daily damages were demanded in complaint at the rate of: \$ _____ per day beginning (date): _____
 (* Personal injury or wrongful death actions; Code Civ. Proc., § 425.11)

3. (Check if filed in an unlawful detainer case) **LEGAL DOCUMENT ASSISTANT OR UNLAWFUL DETAINER ASSISTANT**
 information is on the reverse (complete item 4).

Date: 1/29/04

Christopher J. Van Son
 (TYPE OR PRINT NAME)


 (SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

FOR COURT USE ONLY	(1) <input type="checkbox"/> Default entered as requested on (date): (2) <input type="checkbox"/> Default NOT entered as requested (state reason):
Clerk, by: _____, Deputy	

SHORT TITLE: Outwater v. Burke

CASE NUMBER:
01131387

4. **LEGAL DOCUMENT ASSISTANT OR UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, § 6400 et seq.)** A legal document assistant or unlawful detainer assistant did did not for compensation give advice or assistance with this form. (If declarant has received any help or advice for pay from a legal document assistant or unlawful detainer assistant, state):

a. Assistant's name: _____ b. Telephone No.: _____
c. Street address, city, and ZIP: _____

d. County of registration: _____
e. Registration No.: _____ e. Expires on (date) _____

5. **DECLARATION UNDER CODE OF CIVIL PROCEDURE SECTION 585.5 (Required for entry of default under Code Civ. Proc., § 585(a))** This action

- a. is is not on a contract or installment sale for goods or services subject to Civ. Code, § 1801 et seq. (Unruh Act).
- b. is is not on a conditional sales contract subject to Civ. Code, § 2981 et seq. (Rees-Levering Motor Vehicle Sales and Finance Act).
- c. is is not on an obligation for goods, services, loans, or extensions of credit subject to Code Civ. Proc., § 395(b).

6. **DECLARATION OF MAILING (Code Civ. Proc., § 587)** A copy of this Request for Entry of Default was

- a. not mailed to the following defendants whose addresses are unknown to plaintiff or plaintiff's attorney (names):
- b. mailed first-class, postage prepaid, in a sealed envelope addressed to each defendant's attorney of record or, if none, to each defendant's last known address as follows:

(1) Mailed on (date): 12/29/03
Gary Wester
1320 Pearl Street, Unit 110
Boulder, CO

(2) To (specify names and addresses shown on the envelopes):
Todd Burke
1320 Pearl Street, Unit 110
Boulder, CO

I declare under penalty of perjury under the laws of the State of California that the foregoing items 4, 5, and 6 are true and correct.
Date: 12/29/03

Christopher Van Son

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

7. **MEMORANDUM OF COSTS (Required if judgment requested)** Costs and disbursements are as follows (Code Civ. Proc., § 1033.5):

a. Clerk's filing fees	\$	426
b. Process server's fees	\$	145
c. Other (specify): copies	\$	20
d. FedEx mailing	\$	30
e. TOTAL	\$	621

f. Costs and disbursements are waived.

g. I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 1/29/04

Christopher J. Van Son

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

8. **DECLARATION OF NONMILITARY STATUS (Required for a judgment)** No defendant named in item 1c of the application is in the military service so as to be entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940 (50 U.S.C. Appen. § 501 et seq.).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 1/29/04

Christopher J. Van Son

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

1 LAW OFFICE OF CHRISTOPHER J. VAN SON
2 Christopher J. Van Son, Esq. (State Bar No.133440)
3 Post Office Box 1127
4 Oak View, California 93022

5 TELEPHONE: 805-798-0719
6 FACSIMILE: 805-646-9775

7 Attorney for Plaintiffs
8 Christopher Outwater, et al.

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SANTA BARBARA**

12 Christopher Outwater, an individual, Anne-)
13 Michele Van Son and Christopher J. Van Son,)
14 individuals, Alex Woronovich, an individual,)
15 and Triton Realty Advisors, a California)
16 corporation.)
17 Plaintiffs,)
18 vs.)
19 GlobalTowers, Inc., a California corporation,)
20 Todd Burke, an individual, Ralph Blasingame,)
21 an individual, Gary Wester, an individual, and)
22 DOES 1 through 100, inclusive,)
23 Defendants.)

Case No. 01131387

**POINTS AND AUTHORITIES IN
SUPPORT OF DEFAULT COURT
JUDGMENT; DECLARATIONS OF
PLAINTIFFS CHRISTOPHER
OUTWATER, CHRISTOPHER J.
VAN SON, ALEX WORONOVICH
AND WILLIAM BABCOCK**

**DATE: February 3, 2003
TIME: 9:00 a.m.
DEPT: 3**

24 **MEMORANDUM OF POINTS & AUTHORITIES**

25 **1. INTRODUCTION**

26 The instant complaint was filed on October 24, 2003, a copy of which is attached as
27 Exhibit A. Defendant GLOBALTOWERS, INC. a California corporation, filed an application
28 for bankruptcy in the UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF
COLORADO on October 30, 2003, case no. 03-31755-HRT, and requested a stay in this
proceeding as to defendant GLOBALTOWERS, INC.

As a result, Plaintiffs seek a default court judgment only from individual defendants
TODD BURKE and GARY WESTER. Defendant RALPH BLASINGAME has apparently
moved to New Mexico and efforts to locate him are ongoing with a process server located in

1 Albuquerque, New Mexico.

2 **2. CLAIMS ALLEGED IN PLAINTIFF'S COMPLAINT**

3 Plaintiffs complaint contains one cause of action for Breach of Contract arising out of a
4 Promissory Note and related agreements executed by plaintiffs and corporate defendant
5 GLOBALTOWERS, INC. and individual defendants GARY WESTER, TODD BURKE and
6 RALPH BLASINGAME. These Notes and pledges were signed on or about November 2, 2002,
7 with the five plaintiffs, copies of which are attached as indicated below.

8 Pursuant to the terms of said Notes, defendants were to make monthly interest payments
9 until such time as the Notes became due on October 1, 2004. However, starting on or about July
10 2003, defendants failed to make any further monthly payments to any plaintiffs and are now in
11 default under the terms of said Notes. Plaintiffs have repeatedly demanded payment of all
12 outstanding interest and late charges as well as the remaining principal. The amounts and
13 charges for each plaintiff are calculated as of February 3, 2004 as follows:

14 **1. Christopher Outwater - Exhibit C**

15	Principal	\$146,000.00 (only \$120,000 is interest bearing)
16	Interest	\$1,000.00 per month at 12% interest only
17	Late Charges	\$150.00 per month
18	Daily Fees	\$38.33 per day (\$1,150.00/30 days)

19 Calculation of damages

20 Last period paid was October 2003 or 3 months ago;

21 \$146,000.00 principal + (\$1,150.00 interest and late fees per month x 3 months or
22 \$3,450.00) = \$149,450.00

23 **Total Due as of February 1, 2004 \$149,450.00**

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2. Christopher and Anne-Michele Van Son - Exhibit D

Principal	\$27,400.00
Interest	\$182.67 per month at 12% interest only
Late Charges	\$150.00 per month
Daily Fees	\$11.09 per day

Calculation of damages

Last period paid was May, 2003 or 8 months ago;
\$27,400.00 principal + (\$332.67 interest and late fees per month x 8 months or
\$2,661.36) = **\$30,061.36**

Total Due as of February 1, 2004 \$30,061.36

3. William Babcock - Exhibit E

Principal	\$45,800.00
Interest	\$305.33 per month at 12% interest only
Late Charges	\$150.00
Daily Fees	\$15.18

Calculation of damages

Last period paid was May, 2003 or 8 months ago;
\$45,800.00 principal + (\$455.33 interest and late fees per month x 8 months or
\$3,642.64) = **\$49,442.64**

Total Due as of February 1, 2004 \$49,442.64

4. Triton Group Realty Advisors, Inc. - Exhibit F

Principal	\$21,900.00
Interest	\$146.00 per month at 12% interest only
Late Charges	\$150.00
Daily Fees	\$9.87 per day

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Calculation of damages

Last period paid was September 2003 or 4 months ago;
\$21,900.00 principal + (\$296.00 interest and late fees per month x 4 months or
\$1,184.00) = \$23,084.00

Total Due as of February 1, 2004 \$23,084.00

5. AJ Woronovich, Inc. - Exhibit G

Principal \$21,900.00
Interest \$146.00 per month at 12% interest only
Late Charges \$150.00
Daily Fees \$9.87 per day

Calculation of damages

Last period paid was September 2003 or 4 months ago;
\$21,900.00 principal + (\$296.00 interest and late fees per month x 4 months or
\$1,184.00) = \$23,084.00

Total Due as of February 1, 2004 \$23,084.00

6. Calculation of Amount Demanded

Christopher Outwater \$149,450.00
Christopher & Anne Van Son \$30,061.36
William Babcock \$49,442.64
Triton Group Realty Advisors, Inc. \$23,084.00
AJ Woronovich, Inc. \$23,084.00
Costs (per form) \$621.00
Attorneys' Fees \$8,000.00

TOTAL AMOUNT DEMANDED \$283,743.00

1 **3. THE CLERK ENTERED DEFAULT ON DECEMBER , 2003**

2 A copy of the default is attached as Exhibit B.

3
4 **4. COURT DEFAULT JUDGMENT BASED UPON DECLARATIONS IS**
5 **REQUESTED PURSUANT TO CRC 388.**

6 California Rules of Court section 388 provides that a default judgment by declaration
7 may be entered if the Request includes the following:

- 8 (1) Brief Summary of the case identifying the parties and the nature of the claim (see
9 above);
- 10 (2) Declarations or other admissible evidence in support of the judgment requested
11 (attached);
- 12 (3) Interest computation as necessary (see above);
- 13 (4) A Memorandum of Costs & Disbursements (attached);
- 14 (5) A Declaration of nonmilitary status for each defendant against whom judgment is
15 sought (on form);
- 16 (6) A proposed form of judgment (filed concurrently)
- 17 (7) A dismissal of all parties against whom judgment is not sought (except RALPH
18 BLASINGAME whose response is due February 28, 2004 and
19 GLOBALTOWERS, INC., as the action is stayed as to the bankruptcy filing);
- 20 (8) Exhibits as necessary (attached); and
- 21 (9) A request for attorney's fees (attached).

22
23 **5. CONCLUSION**

24 Plaintiffs Christopher Outwater, Christopher and Anne-Michele Van Son, William
25 Babcock, Triton Group Realty Advisors, Inc. And AJ Woronovich, Inc. have met all of the
26 requirements and request a judgment in their favor in the amount of \$283,743.00.

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3 **DECLARATION OF CHRISTOPHER OUTWATER**

4 I, CHRISTOPHER OUTWATER, hereby declare as follows:

5 1. I am a plaintiff in this action. The following is based on my personal knowledge
6 and if called upon I could and would competently testify thereto. I am submitting this declaration
7 in support of request for a default court judgment on my complaint against defendants Todd
8 Burke and Gary Wester.

9 2. On November 1, 2002, I signed a Promissory Note (Note) and related stock
10 security agreements with defendant GLOBALTOWERS, INC. that was personally guaranteed by
11 defendants TODD BURKE and GARY WESTER. Please find a true and correct copy of those
12 documents attached as Exhibit C.

13 3. Pursuant to the terms of the Note defendants were to make monthly interest
14 only payments on the outstanding principal until the entire amount would be paid off on October
15 1, 2004.

16 4. From October 1, 2003 to the present, defendants have failed to make any monthly
17 payments; they stated that they were having financial difficulties. I have demanded that
18 defendants pay all accrued interest charges, late charges and return my principal.

19 5. Defendants have failed to cure the defaulted Note and therefore, suit was brought
20 against defendants under the terms of the note.

21 6. The following figures represent the damages owed to me pursuant to the Note:

22 Principal \$146,000.00 (only \$120,000 is interest bearing)

23 Interest \$1,000.00 per month at 12% interest only

24 Late Charges \$150.00 per month

25 Daily Fees \$38.33 per day (\$1,150.00/30 days)

26 Calculation of damages

27 Last period paid was October 2003 or 3 months ago;

28 \$146,000.00 principal + (\$1,150.00 interest and late fees per month x 3 months or

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\$3,450.00) = \$149,450.00

7. Based on the foregoing calculations, defendants owe me \$149,450.00 as of February 1, 2004.

8. To the best of my knowledge, none of the named defendants are in the military now or were at any time during these proceedings.

9. As of this date, our costs total \$621.00 and legal fees total approximately \$8,000.00 payable to Mr. Van Son and Charles Greenhouse, counsel located in Denver CO.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. Executed this 2nd day of February 2004 at Santa Barbara CA.


CHRISTOPHER OUTWATER

1 **DECLARATION OF CHRISTOPHER VAN SON**

2 I, CHRISTOPHER VAN SON, hereby declare as follows:

3 1. I am a plaintiff in this action. The following is based on my personal knowledge
4 and if called upon I could and would competently testify thereto. I am submitting this declaration
5 in support of request for a default court judgment on my complaint against defendants Todd
6 Burke and Gary Wester.

7 2. On November 1, 2002, I signed a Promissory Note (Note) and related stock
8 security agreements with defendant GLOBALTOWERS, INC. that was personally guaranteed by
9 defendants TODD BURKE and GARY WESTER. Please find a true and correct copy of those
10 documents attached as Exhibit D.

11 3. Pursuant to the terms of the Note defendants were to make monthly interest
12 only payments on the outstanding principal until the entire amount would be paid off on October
13 1, 2004.

14 4. From June 1, 2003 to the present, defendants have failed to make any monthly
15 payments; they stated that they were having financial difficulties. I have demanded that
16 defendants pay all accrued interest charges, late charges and return my principal.

17 5. Defendants have failed to cure the defaulted Note and therefore, suit was brought
18 against defendants under the terms of the note.

19 6. Principal \$27,400.00
20 Interest \$182.67 per month
21 Late Charges \$150.00 per month
22 Daily Fees \$11.09 per day

23 Calculation of damages


24 Last period paid was May, 2003 or 8 months ago;
25 \$27,400.00 principal + (\$332.67 interest and late fees per month x 8 months or
26 \$2,661.36) = \$30,061.36

27 7. Based on the foregoing calculations, defendants owe me \$30,061.36 as of
28 February 1, 2004.

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8. To the best of my knowledge, none of the named defendants are in the military now or were at any time during these proceedings.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. Executed this 28th day of January 2004 at Ojai CA.


CHRISTOPHER VAN SON

DECLARATION OF WILLIAM BABCOCK

I, WILLIAM BABCOCK, hereby declare as follows:

1. I am a plaintiff in this action. The following is based on my personal knowledge and if called upon I could and would competently testify thereto. I am submitting this declaration in support of request for a default court judgment on my complaint against defendants Todd Burke and Gary Wester.

2. On November 1, 2002, I signed a Promissory Note (Note) and related stock security agreements with defendant GLOBALTOWERS, INC. that was personally guaranteed by defendants TODD BURKE and GARY WESTER. Please find a true and correct copy of those documents attached as Exhibit E.

3. Pursuant to the terms of the Note defendants were to make monthly interest only payments on the outstanding principal until the entire amount would be paid off on October 1, 2004.

4. From June 1, 2003 to the present, defendants have failed to make any monthly payments; they stated that they were having financial difficulties. I have demanded that defendants pay all accrued interest charges, late charges and return my principal.

5. Defendants have failed to cure the defaulted Note and therefore, suit was brought against defendants under the terms of the note.

6. The following figures represent the damages owed to me pursuant to the Note:

Principal	\$45,800.00
Interest	\$305.33 per month at 12% interest only
Late Charges	\$150.00
Daily Fees	\$15.18

Calculation of damages

Last period paid was May, 2003 or 8 months ago;

\$45,800.00 principal + (\$455.33 interest and late fees per month x 8 months or \$3,642.64) = \$49,442.64

Total Due as of February 1, 2004 \$49,442.64

1 7. Based on the foregoing calculations, defendants owe me \$49,442.64 as of
 2 February 1, 2004.

3 8. To the best of my knowledge, none of the named defendants are in the military
 4 now or were at any time during these proceedings.

5 I declare under penalty of perjury of the laws of the State of California that the foregoing
 6 is true and correct. Executed this ____ day of January 2004 at Redondo Beach CA.

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 WILLIAM BABCOCK

1 **DECLARATION OF ALEX WORONOVICH FOR TRITON GROUP REALTY**
2 **ADVISORS, INC.**

3 I, ALEX WORONOVICH, hereby declare as follows:

4 1. I am President of TRITON GROUP REALTY ADVISOR'S, INC., a California
5 corporation, a plaintiff in this action. I have the authority from the Board of Directors to
6 represent our company in this action. The following is based on my personal knowledge and if
7 called upon I could and would competently testify thereto. I am submitting this declaration in
8 support of request for a default court judgment on my complaint against defendants Todd Burke
9 and Gary Wester.

10 2. On November 1, 2002, I signed a Promissory Note (Note) and related stock
11 security agreements with defendant GLOBALTOWERS, INC. that was personally guaranteed by
12 defendants TODD BURKE and GARY WESTER. Please find a true and correct copy of those
13 documents attached as Exhibit F.

14 3. Pursuant to the terms of the Note defendants were to make monthly interest
15 only payments on the outstanding principal until the entire amount would be paid off on October
16 1, 2004.

17 4. From October 1, 2003 to the present, defendants have failed to make any monthly
18 payments; they stated that they were having financial difficulties. I have demanded that
19 defendants pay all accrued interest charges, late charges and return my principal.

20 5. Defendants have failed to cure the defaulted Note and therefore, suit was brought
21 against defendants under the terms of the note.

22 6. The following figures represent the damages owed to me pursuant to the Note:

23 Principal	\$21,900.00
24 Interest	\$146.00 per month at 12% interest only
25 Late Charges	\$150.00
26 Daily Fees	\$9.87 per day

27 Calculation of damages

28 Last period paid was September 2003 or 4 months ago;

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\$1,184.00) = \$23,084.00

Total Due as of February 1, 2004 \$23,084.00

7 Based on the foregoing calculations, defendants owe me \$23,084.00 as of
4 February 1, 2004.

5 8. To the best of my knowledge, none of the named defendants are in the military
6 now or were at any time during these proceedings

7 I declare under penalty of perjury of the laws of the State of California that the foregoing
8 is true and correct. Executed this 2nd day of ^{FEBRUARY} ~~January~~ 2004 at Oxnard CA. ^{AW}


ALEX WORONOVICH

1 **DECLARATION OF ALEX WORONOVICH FOR AJ WORONOVICH, INC.**

2 I, ALEX WORONOVICH, hereby declare as follows:

3 1. I am President of AJ WORONOVICH, INC., a California corporation,
4 a plaintiff in this action. I have the authority from the Board of Directors to represent our
5 company in this action. The following is based on my personal knowledge and if called upon I
6 could and would competently testify thereto. I am submitting this declaration in support of
7 request for a default court judgment on my complaint against defendants Todd Burke and Gary
8 Wester.

9 2. On November 1, 2002, I signed a Promissory Note (Note) and related stock
10 security agreements with defendant GLOBALTOWERS, INC. that was personally guaranteed by
11 defendants TODD BURKE and GARY WESTER. Please find a true and correct copy of those
12 documents attached as Exhibit G.

13 3. Pursuant to the terms of the Note defendants were to make monthly interest
14 only payments on the outstanding principal until the entire amount would be paid off on October
15 1, 2004.

16 4. From October 1, 2003 to the present, defendants have failed to make any monthly
17 payments; they stated that they were having financial difficulties. I have demanded that
18 defendants pay all accrued interest charges, late charges and return my principal.

19 5. Defendants have failed to cure the defaulted Note and therefore, suit was brought
20 against defendants under the terms of the note.

21 6. The following figures represent the damages owed to me pursuant to the Note:

22 Principal \$21,900.00
23 Interest \$146.00 per month at 12% interest only
24 Late Charges \$150.00
25 Daily Fees \$9.87 per day

26 Calculation of damages

27 Last period paid was September 2003 or 4 months ago;

28 \$21,900.00 principal + (\$296.00 interest and late fees per month x 4 months or

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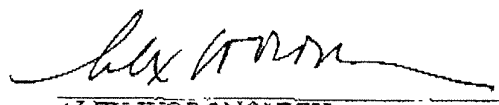
\$1,184.00 = \$23,084.00

Total Due as of February 1, 2004 \$23,084.00

7. Based on the foregoing calculations, defendants owe me \$23,084.00 as of February 1, 2004

8. To the best of my knowledge, none of the named defendants are in the military now or were at any time during these proceedings.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct. Executed this ^{FEBRUARY} ~~JANUARY~~ 2ND day of ~~JANUARY~~ 2004 at Oxnard CA.



ALEX WORONOVICH

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):
Christopher J. Van Son, Esq. SBN 133440
LAW OFFICE OF CHRISTOPHER J. VAN SON

Post Office Box 1127
Oak View, California 93022
TELEPHONE NO: 805-798-0719 FAX NO. (Optional): 805-798-0719

E-MAIL ADDRESS (Optional):
ATTORNEY FOR (Name): Christopher Outwater

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Barbara

STREET ADDRESS: 1100 Anacapa Street
MAILING ADDRESS: Post Office Box 1127
CITY AND ZIP CODE: Santa Barbara 93121

BRANCH NAME:

PLAINTIFF: Christopher Outwater, Anne-Michele Van Son, Christopher J. Van Son,
William Babcock, AJ Woronovich, Inc. and Triton Group Realty Advisors, Inc.
DEFENDANT: Gary Wester, Todd Burke, Ralph Blasingame,
GlobalTowers, Inc.

DOES 1 TO 100

CONTRACT

COMPLAINT AMENDED COMPLAINT (Number):
 CROSS-COMPLAINT AMENDED CROSS-COMPLAINT (Number):

Jurisdiction (check all that apply):

ACTION IS A LIMITED CIVIL CASE
Amount demanded does not exceed \$10,000
 exceeds \$10,000, but does not exceed \$25,000
 ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000)
 ACTION IS RECLASSIFIED by this amended complaint or cross-complaint
 from limited to unlimited
 from unlimited to limited

FOR COURT USE ONLY

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA BARBARA

OCT 24 2003

GARY W. WESTER, CLERK
TERRY CHAMBERLAIN, Deputy Clerk

CASE NUMBER:

01111007

1. PLAINTIFF* (names): Christopher Outwater, Anne-Michele Van Son, Christopher J. Van Son, William Babcock, AJ Woronovich, Inc. and Triton Group Realty Advisors, Inc. alleges causes of action against DEFENDANT* (names): Gary Wester, Todd Burke, Ralph Blasingame, GlobalTowers, Inc.
2. This pleading, including attachments and exhibits, consists of the following number of pages:
3. a. Each plaintiff named above is a competent adult
 except plaintiff (name): AJ Woronovich, Inc. and Triton Group Realty Advisors, Inc.
 a corporation qualified to do business in California
 an unincorporated entity (describe):
 other (specify):
b. Plaintiff (name):
 has complied with the fictitious business name laws and is doing business under the fictitious name of (specify):
 has complied with all licensing requirements as a licensed (specify):
c. Information about additional plaintiffs who are not competent adults is shown in Complaint—Attachment 3c.
4. a. Each defendant named above is a natural person
 except defendant (name): GlobalTowers, Inc. except defendant (name):
 a business organization, form unknown
 a corporation a business organization, form unknown
 an unincorporated entity (describe): an unincorporated entity (describe):
 a public entity (describe): a public entity (describe):
 other (specify): other (specify):

* If this form is used as a cross-complaint, plaintiff means cross-complainant and defendant means cross-defendant.

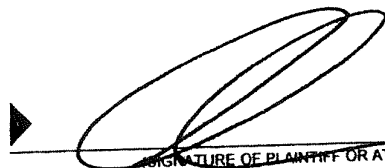
SHORT TITLE: Outwater v. Burke	CASE NUMBER:
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COMPLAINT—Contract

4. (Continued)
- b. The true names and capacities of defendants sued as Does are unknown to plaintiff.
- c. Information about additional defendants who are not natural persons is contained in Complaint—Attachment 4c.
- d. Defendants who are joined pursuant to Code of Civil Procedure section 382 are (names):
5. Plaintiff is required to comply with a claims statute, and
- a. plaintiff has complied with applicable claims statutes, or
- b. plaintiff is excused from complying because (specify):
6. This action is subject to Civil Code section 1812.10 Civil Code section 2984.4.
7. This court is the proper court because
- a. a defendant entered into the contract here.
- b. a defendant lived here when the contract was entered into.
- c. a defendant lives here now.
- d. the contract was to be performed here.
- e. a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. real property that is the subject of this action is located here.
- g. other (specify):
8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):
- Breach of Contract Common Counts
- Other (specify):
9. Other:
10. PLAINTIFF PRAYS for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
- a. damages of: \$
- b. interest on the damages
- (1) according to proof
- (2) at the rate of _____ percent per year from (date):
- c. attorney fees
- (1) of: \$
- (2) according to proof.
- d. other (specify):
11. The following paragraphs of this pleading are alleged on information and belief (specify paragraph numbers):

Date: 10/24/2003

Christopher J. Van Son, Esq. SBN 1
(TYPE OR PRINT NAME)


SIGNATURE OF PLAINTIFF OR ATTORNEY

(If you wish to verify this pleading, affix a verification.)

COMPLAINT—Contract

SHORT TITLE: Outwater v. Burke

CASE NUMBER:

first _____

(number)

CAUSE OF ACTION - Breach of Contract

Page _____

ATTACHMENT TO Complaint Cross-Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): Christopher Outwater, Anne-Michele Van Son, Christopher J. Van Son, William Babcock, AJ Woronovich, Inc. and Triton Group Realty Advisors, Inc. *Plaintiffs*
 alleges that on or about (date): 11/2/02 *and Gary Wester, Todd Burke, Ralph Blasingame and GlobalTowers, Inc.*
 a written oral other (specify):
 agreement was made between (name parties to agreement): Christopher Outwater, Anne-Michele Van Son, Christopher J. Van Son, William Babcock, AJ Woronovich, Gary Wester, Todd Burke & Ralph Blasingame
 A copy of the agreement is attached as Exhibit A, or
 The essential terms of the agreement are stated in Attachment BC-1 are as follows (specify):

BC-2. On or about (dates):
 defendant breached the agreement by the acts specified in Attachment BC-2 the following acts
 (specify):

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement
 as stated in Attachment BC-4 as follows (specify): Defendants have breached the terms of the notes signed with plaintiffs

BC-5. Plaintiff is entitled to attorney fees by an agreement or a statute
 of \$
 according to proof.

BC-6. Other:

Exhibit "B"

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):
Christopher J. Van Son, Esq.
LAW OFFICE OF CHRISTOPHER J. VAN SON

Post Office Box 1127
 Oak View, California 93022
 TELEPHONE NO: 805-798-0719 FAX NO.: 805-798-0719

ATTORNEY FOR (Name): **Christopher Outwater**

Insert name of court and name of judicial district and branch court, if any:
Santa Barbara County Superior Court

PLAINTIFF: **Christopher Outwater, Christopher J. Van Son, Anne-Michele Van Son, William Babcock,**
 DEFENDANT: **Globaltowers, Inc., Gary Wester, Todd Burke**

FOR COURT USE ONLY

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF SANTA BARBARA
 DEC 29 2003
 GARY M. BLAIR, EXEC. OFFICER
 By JEFF WHITE Deputy Clerk

REQUEST FOR ENTRY OF DEFAULT CLERK'S JUDGMENT COURT JUDGMENT
 (Application)

CASE NUMBER:
01131387

1. TO THE CLERK: On the complaint or cross-complaint filed
- a. on (date): **October 1, 2003**
 - b. by (name): **Christopher Outwater, Christopher J. Van Son, Anne-Michele Van Son, Wi**
 - c. Enter default of defendant (names): **Todd Burke, Gary Wester**
 - d. I request a court judgment under Code of Civil Procedure sections 585(b), (c), 989, etc., against defendant (names):
Todd Burke, Gary Wester
(Testimony required. Apply to the clerk for a hearing date, unless the court will enter a judgment on an affidavit under Code of Civil Procedure section 585(d).)
 - e. Enter clerk's judgment
 - (1) for restitution of the premises only and issue a writ of execution on the judgment. Code of Civil Procedure section 1174(c) does not apply. (Code Civ. Proc., § 1169.)
 Include in the judgment all tenants, subtenants, named claimants, and other occupants of the premises. The Prejudgment Claim of Right to Possession was served in compliance with Code of Civil Procedure section 415.46.
 - (2) under Code of Civil Procedure section 585(a). (Complete the declaration under Code Civ. Proc., § 585.5 on the reverse (item 5).)
 - (3) for default previously entered on (date):

2. Judgment to be entered

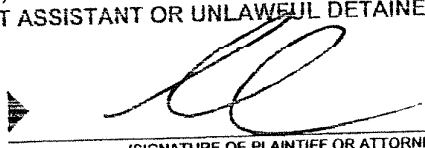
	Amount	Credits acknowledged	Balance
a. Demand of complaint	\$ 210,000	\$	\$ 210,000
b. Statement of damages *			
(1) Special	\$	\$	\$
(2) General	\$	\$	\$ 5,000
c. Interest	\$ 5,000	\$	\$ 455
d. Costs (see reverse)	\$ 455	\$	\$ 5,000
e. Attorney fees	\$ 5,000	\$	\$ 220,455
f. TOTALS	\$ 220,455	\$	\$

g. Daily damages were demanded in complaint at the rate of: \$ _____ per day beginning (date): _____
 (* Personal injury or wrongful death actions; Code Civ. Proc., § 425.11)

3. (Check if filed in an unlawful detainer case) LEGAL DOCUMENT ASSISTANT OR UNLAWFUL DETAINER ASSISTANT information is on the reverse (complete item 4).

Date: **12/20/03**

Christopher J. Van Son
 (TYPE OR PRINT NAME)


 (SIGNATURE OF PLAINTIFF OR ATTORNEY FOR PLAINTIFF)

FOR COURT USE ONLY

(1) Default entered as requested on (date): **DEC 29 2003**
 (2) Default NOT entered as requested (state reason):

GARY M. BLAIR, EXECUTIVE OFFICER Clerk, by: **JEFF WHITE**, Deputy

SHORT TITLE: Outwater v. Burke

CASE NUMBER

01131387

4. LEGAL DOCUMENT ASSISTANT OR UNLAWFUL DETAINER ASSISTANT (Bus. & Prof. Code, § 6400 et seq.) A legal document assistant or unlawful detainer assistant did did not for compensation give advice or assistance with this form. (If declarant has received any help or advice for pay from a legal document assistant or unlawful detainer assistant, state):

a. Assistant's name:

b. Telephone No.:

c. Street address, city, and ZIP:

d. County of registration:

e. Registration No.:

e. Expires on (date)

5. DECLARATION UNDER CODE OF CIVIL PROCEDURE SECTION 585.5 (Required for entry of default under Code Civ. Proc., § 585(a)) This action

a. is is not on a contract or installment sale for goods or services subject to Civ. Code, § 1801 et seq. (Unruh Act).

b. is is not on a conditional sales contract subject to Civ. Code, § 2981 et seq. (Rees-Levering Motor Vehicle Sales and Finance Act).

c. is is not on an obligation for goods, services, loans, or extensions of credit subject to Code Civ. Proc., § 395(b).

6. DECLARATION OF MAILING (Code Civ. Proc., § 587) A copy of this Request for Entry of Default was

a. not mailed to the following defendants whose addresses are unknown to plaintiff or plaintiff's attorney (names):

b. mailed first-class, postage prepaid, in a sealed envelope addressed to each defendant's attorney of record or, if none, to each defendant's last known address as follows:

(1) Mailed on (date): 12/29/03

(2) To (specify names and addresses shown on the envelopes):

Gary Wester
1320 Pearl Street, Unit 330
Boulder, CO

Todd Burke
1320 Pearl Street, Unit 330
Boulder, CO

I declare under penalty of perjury under the laws of the State of California that the foregoing items 4, 5, and 6 are true and correct.

Date: 12/29/03

Christopher Outwater

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

7. MEMORANDUM OF COSTS (Required if judgment requested) Costs and disbursements are as follows (Code Civ. Proc., § 1033.5):

a. Clerk's filing fees	\$	205
b. Process server's fees	\$	250
c. Other (specify):	\$	
d.	\$	
e. TOTAL	\$	455

f. Costs and disbursements are waived.

g. I am the attorney, agent, or party who claims these costs. To the best of my knowledge and belief this memorandum of costs is correct and these costs were necessarily incurred in this case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 12/20/03

Christopher J. Van Son

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

8. DECLARATION OF NONMILITARY STATUS (Required for a judgment) No defendant named in item 1c of the application is in the military service so as to be entitled to the benefits of the Soldiers' and Sailors' Civil Relief Act of 1940 (50 U.S.C. Appen. § 501 et seq.).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 12/20/03

Christopher J. Van Son

(TYPE OR PRINT NAME)

(SIGNATURE OF DECLARANT)

Exhibit "C"

EXHIBIT B

PROMISSORY NOTE

\$156,000.00

November 1, 2002

FOR VALUE RECEIVED, the undersigned globalTowers, inc., a California corporation ("Borrower") promises to pay to the order of Christopher Outwater ("Lender") at his office at 329 San Ysidro Road, Santa Barbara, CA 93108, or at such other place as the holder hereof may designate, in lawful money of the United States of America and in immediately available funds, the principal sum of One Hundred Fifty Six Thousand Dollars (\$156,000.00), with interest thereon as set forth herein.

INTEREST:

(a) Interest. A portion of the outstanding principal balance of this Note, \$120,000.00, shall bear interest at eight percent (8.00%) per annum (computed on the basis of a 360-day year, actual days elapsed). The remaining portion of the outstanding principal balance, \$36,000.00, which is for past services rendered to Borrower, shall not bear interest.

(b) Default Rate. From and after the maturity date of this Note, or such earlier date as all principal owing hereunder becomes due and payable by acceleration or otherwise, the outstanding principal balance of this Note shall bear interest until paid in full at an increased rate per annum (computed on the basis of a 360-day year, actual days elapsed) equal to four percent (4%) above the rate of interest from time to time applicable to this Note.

REPAYMENT AND PREPAYMENT:

(a) Repayment. An initial payment of ten thousand dollars (\$10,000.00) shall be payable on November 1, 2002. Thereafter, a One Thousand Dollar (\$1,000.00) payment shall be payable on the first day of each month, continuing up to and including October 1, 2004, with a final installment consisting of all remaining unpaid principal and accrued interest, including the non-interest bearing portion of the principal amount, due and payable in full on November 1, 2004. Each payment applies first to accrued interest, then to the interest-bearing principal, and finally to the non-interest principal, if any.

(b) Late Payment Penalties. Borrower shall pay Lender a late payment fee in the amount of \$150.00 if Lender does not receive any monthly payment by the fifth day of each month an installment is due. Borrower shall be in default in the event Lender does not receive any monthly payment as of the fifteenth day of that month.

(c) Prepayment. Borrower may prepay the entire principal on this Note (or any portion thereof) at any time without any penalty.

EVENTS OF DEFAULT:

Any default in the payment or performance of any obligation under this Note that remains uncured 15 days after notice of such default has been given in writing to Borrower at the address set forth below its signature, shall constitute an "Event of Default" under this Note.

The occurrence of any of the following shall constitute an "Event of Default" under this Note:

(a) The failure to pay any principal, interest, fees or other charges when due hereunder or under any contract, instrument or document executed in connection with this Note that remains uncured 15 days after notice of such failure has been given in writing to Borrower at the address set forth below its signature.

(b) The filing of a petition by or against any Borrower or any guarantor of this Note (with each such guarantor referred to herein as a "Third Party Obligor") under any provisions of the bankruptcy Reform Act, Title 11 of the United States Code, as amended or recodified from time to time, or under any similar or other law relating to bankruptcy, insolvency, reorganization or other relief for debtors; the appointment of a receiver, trustee, custodian or liquidator of or for any part of the assets or property of any Borrower or Third Party Obligor; any Borrower or Third Party Obligor becomes insolvent, makes a general assignment for the benefit of creditors or is generally not paying its debts as they become due; or any attachment or like levy on any property of any Borrower or Third Party Obligor.

(c) The dissolution or liquidation of any Borrower or Third Party Obligor which is a corporation, partnership, joint venture or other type of entity.

(d) Any financial statement provided by any Borrower or Third Party Obligor to Lender proves to be incorrect, false or misleading in any material respect.

(e) Any sale or transfer of all or a substantial or material part of the assets of any Borrower or Third Party Obligor other than in the ordinary course of its business; provided that the sale of cellular phone towers by Borrower shall not be subject to the provisions of this paragraph (e).

(f) Any violation or breach of any provision of, or any defined event of default under, any addendum to this Note or any security agreement, or other document executed in connection with or securing this Note.

SALE OF ASSETS BY GLOBAL TOWER PARTNERS, LLC:

Borrower agrees to pay Lender 15.625% of the proceeds actually distributed to Borrower by Global Tower Partners, LLC, a Delaware limited liability company ("GTP"), out of proceeds realized by GTP from the sale, transfer or encumbrance of any asset held by GTP, which percentage is 20% times a fraction, the numerator of which is the number of shares of Borrower sold by Lender to Borrower pursuant to

that certain Mutual Release and Settlement Agreement dated November 1, 2002 (the "Settlement Agreement") among Lender, Borrower and other parties, and the denominator of which is the number of shares of Borrower sold by all of the Plaintiffs as defined in the Settlement Agreement. Any monies paid pursuant to this section shall be first credited against outstanding interest charges incurred herein and then against outstanding principal.

MISCELLANEOUS:

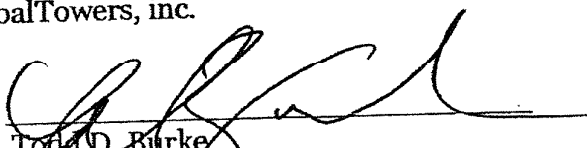
(a) Remedies. Upon the occurrence of any Event of Default, the holder of this Note, at the holder's option, may declare all sums of principal and interest outstanding hereunder to be immediately due and payable without presentment, demand, notice of nonperformance, notice of protest, protest or notice of dishonor, all of which are expressly waived by each Borrower. Each Borrower shall pay to the holder immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of the holder's in-house counsel), expended or incurred by the holder in connection with the enforcement of the holder's rights and/or the collection of any amounts which become due to the holder under this Note, and the prosecution or defense of any action in any way related to this Note, including without limitation, any action for declaratory relief, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Lender or any other person) relating to any Borrower or any other person or entity.

(b) Obligations Joint and Several. Should more than one person or entity sign this Note as a Borrower, the obligations of each such Borrower shall be joint and several.

(c) Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of California.

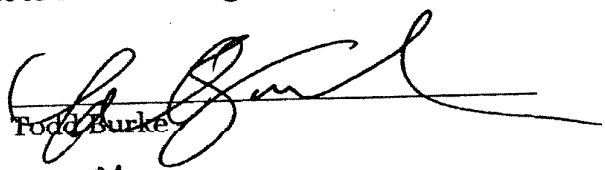
IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first written above.

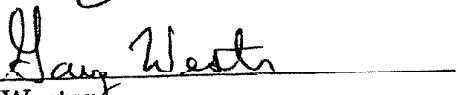
globalTowers, inc.

By: 
Todd D. Burke
President and Chief Executive Officer
Address: 331 Corporate Circle, Suite E
Golden, CO 80401

PERSONAL GUARANTEE

All indebtedness of Borrower to Lender shall be guaranteed by TODD BURKE, GARY WESTER AND RALPH BLASINGAME in the principal amount of One Hundred Fifty Six Thousand Dollars (\$156,000.00) as evidenced by and subject to the terms of guaranties in form and substance satisfactory to Lender.


Todd Burke


Gary Wester

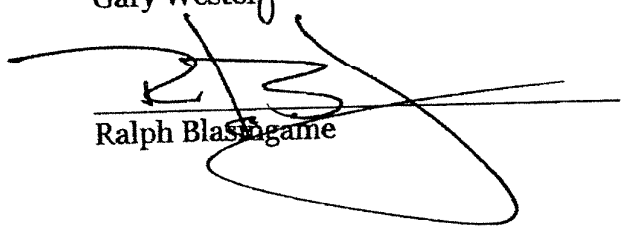
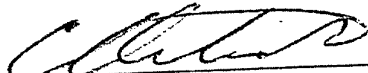

Ralph Blasingame

EXHIBIT A
STOCK ASSIGNMENT

FOR VALUE RECEIVED, Christopher Outwater, the undersigned, hereby sells, assigns and transfers Nine Hundred Thousand (900,000) shares of the Common Stock of globalTowers, Inc., a California corporation (the "Corporation"), unto the Corporation which stock is standing in the name of the undersigned on the books and records of the Corporation, and do hereby irrevocably constitute and appoint the secretary of the Corporation as attorney in fact to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

DATED as of November 1, 2002



Christopher Outwater

EXHIBIT C

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT, dated as of November 1, 2002, is by and between globalTowers, Inc., a California corporation (the "Pledgor"), and Christopher Outwater, an individual (the "Secured Party").

RECITAL

Pledgor and Secured Party are parties, along with certain other parties, to that certain Mutual Release and Settlement Agreement dated as of November 1, 2002 (the "Settlement Agreement"). Pursuant to the Settlement Agreement, Pledgor has purchased 900,000 shares of the common stock of Pledgor represented by Certificates No. C-13 and C-14 (the "Pledged Stock") in exchange for Pledgor's execution of a Promissory Note of even date herewith (the "Note"), payable to Secured Party in the original principal amount of \$156,000.00. The Note is secured by the Pledged Stock as set forth in the Note and herein.

AGREEMENT

In consideration of the Recital and to induce the Secured Party to accept the Note, the Pledgor hereby agrees as follows for the benefit of the Secured Party and to induce the Pledgor to make the Note and to enter into this Pledge and Security Agreement, the Secured Party hereby agrees as follows for the benefit of the Pledgor:

1. Pledge. The Pledgor hereby pledges, assigns, hypothecates and grants to the Secured Party a first lien on, and security interest in, their right, title and interest in and to the Pledged Stock, the interest thereon and all proceeds thereof (the "Pledged Collateral"), as security for the prompt and complete payment when due of all obligations of the Pledgor under the Note.

2. Dividends on the Pledged Stock. If, while this Pledge and Security Agreement is in effect, the Pledgor shall become entitled to receive or shall receive any dividend payment in respect of the Pledged Stock, the Pledgor agrees to accept the same as the Secured Party's agent and to hold the same in trust on behalf of the Secured Party and to deliver the same forthwith to the Secured Party. All such dividend payments received by the Secured Party shall be credited against the obligations of the Pledgor under the Note.

3. Possession and Release of Pledged Stock. The Pledgor and the Secured Party acknowledge and agree that the original certificates evidencing the Pledged Stock are already in the possession of the Secured Party. The Secured Party agrees to release the Pledged Stock from the lien of this Pledge and Security Agreement and deliver the Pledged Stock to the Pledgor at such time that the Pledgor has satisfied in full its obligations under the Note.

4. Rights of the Secured Party. The Secured Party agrees that until an Event of Default has occurred under the Note and is continuing, Pledgor shall have full rights and authority to exercise all rights of a shareholder under California law with regard to the Pledged Stock, including but not limited to the right to vote such stock at shareholder meetings or execute consents of shareholders in lieu of a shareholders meeting. The Secured Party shall not be liable for failure to collect or realize upon the Pledged Collateral, or any part thereof, or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto. If a default under the Note has occurred and is continuing, the Secured Party may, without notice except for notice of sale as provided in Section 5, exercise all rights, privileges or options pertaining to any Pledged Stock as if it were the absolute owner thereof, upon such terms and conditions as it may determine, all without liability except to account for property actually received by the Secured Party, but the Secured Party shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing.

5. Remedies. The Secured Party shall have all the rights and remedies of a secured party under the Uniform Commercial Code of the State of California (the "UCC"). In the event that a default under the Note has occurred and is continuing, the Secured Party, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of the time and place of public or private sale) to or upon the Pledgor or any other person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may collect, receive, appropriate and realize upon the Pledged Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase, contract to sell or otherwise dispose of and deliver the Pledged Collateral, or any part thereof, at public or private sale or sales, at any exchange, or at any of the Secured Party's offices or elsewhere upon such terms and conditions as the Secured Party may deem advisable and at such prices as the Secured Party may deem best, for cash or on credit or for future delivery without assumption of any credit risk, with the right of the Secured Party upon any such sale or sales, public or private, to purchase the whole or any part of the Pledged Collateral so sold, free of any right or equity of redemption in the Pledgor, which right or equity is hereby expressly waived or released. The Secured Party shall pay over the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care, safekeeping or otherwise of any and all of the Pledged Collateral or in any way relating to the rights of the Secured Party hereunder, including reasonable attorney's fees and legal expenses, and the payment in whole or in part of the indebtedness of the Pledgor to the Secured Party under the Note in such order as the Secured Party may elect, and only after so paying over such net proceeds and after the payment by the Secured Party of any other amount required by any provision of law, including, without limitation, section 9-504(l)(c) of the UCC, need the Secured Party account for the surplus, if any, to the Pledgor. The Pledgor agrees that the Secured Party shall give ten days' notice of the time and place of any public sale or of the time after which a private sale or other intended disposition is to take place and that such notice is reasonable notification of such matters. No notification need be given to the Pledgor if they have signed after default a statement renouncing or modifying any right to notification of sale or other intended disposition in addition to the rights and remedies granted to him in this Pledge and Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Note.

6. Representations, Warranties and Covenants of the Pledgor. The Pledgor represents and warrants that it has full power, authority and legal right to pledge all of its right, title and interest in and to the Pledged Stock pursuant to this Pledge and Security Agreement and the pledge, assignment and delivery of such Pledged Stock pursuant to this Pledge and Security Agreement will create a valid first priority security interest in all right, title or interest of the Pledgor in or to such Pledged Stock. The Pledgor covenants and agrees that it will defend the Secured Party's right, title and security interest in and to the Pledged Collateral against the claims and demands of all persons whomsoever.

7. No Dispositions, Etc. Without the prior written consent of the Secured Party, the Pledgor agrees that it will not sell, assign, transfer, exchange or otherwise dispose of, or grant any option with respect to the Pledged Collateral, nor will it create, incur or permit to exist any pledge, lien, mortgage, hypothecation, security interest, charge, option or any other encumbrance with respect to any of the Pledged Collateral or any interest therein or any proceeds thereof, except for the lien and security interest provided for by this Pledge and Security Agreement.

8. Further Assurances. The Pledgor agrees that, at any time and from time to time upon the written request of the Secured Party, the Pledgor will execute and deliver such further documents and do such further acts and things as the Secured Party may reasonably request in order to effect the purposes of this Pledge and Security Agreement.

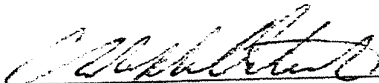
9. Severability. Any provision of this Pledge and Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

10. No Waiver; Cumulative Remedies. The Secured Party shall not, by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder and no waiver shall be valid unless in writing, signed by the Secured Party, and then only to the extent therein set forth. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the

Secured Party would otherwise have on any future occasion. No failure to exercise nor any delay in exercising on the part of the Secured Party, any right, power or privilege hereunder, shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law.

11. Binding Effect. This Pledge and Security Agreement and all obligations of the Pledgor hereunder shall be binding upon the successors and assigns of the Pledgor, and shall, together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party and its successors and assigns. This Pledge and Security Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of California.

SECURED PARTY:


Christopher Outwater

PLEDGOR:

globalTowers, inc.


By: 
Todd D. Burke
President and Chief Executive Officer

Exhibit “D”

EXHIBIT E
PROMISSORY NOTE

FILED Document
CO Boulder County District Court 20th JD
DATE FILED
Filing Date: Apr 20 2004 5:01PM MDT
APR 20 2004 7:01 PM
Filing ID: 3453707
CASE NUMBER: 2004CV572
Review Clerk: Debra Crosser

\$29,800.00

November 1, 2002

FOR VALUE RECEIVED, the undersigned globalTowers, inc., a California corporation ("Borrower") promises to pay to the order of Anne-Michele Van Son and Christopher J. Van Son (collectively, "Lender") at their office at 307 E. Matelija Street, Suite C, Ojai, CA 93023, or at such other place as the holder hereof may designate, in lawful money of the United States of America and in immediately available funds, the principal sum of Twenty-Nine Thousand Eight Hundred Dollars (\$29,800.00), with interest thereon as set forth herein.

INTEREST:

(a) Interest. The outstanding principal balance of this Note shall bear interest at eight percent (8.00%) per annum (computed on the basis of a 360-day year, actual days elapsed).

(b) Default Rate. From and after the maturity date of this Note, or such earlier date as all principal owing hereunder becomes due and payable by acceleration or otherwise, the outstanding principal balance of this Note shall bear interest until paid in full at an increased rate per annum (computed on the basis of a 360-day year, actual days elapsed) equal to four percent (4%) above the rate of interest from time to time applicable to this Note.

REPAYMENT AND PREPAYMENT:

(a) Repayment. An initial payment of Two Thousand Four Hundred Dollars (\$2,400.00) shall be payable on November 1, 2002. Thereafter, an interest-only payment of One Hundred Eighty-Two and 67/100 Dollars (\$182.67) shall be payable on the first day of each month, continuing up to and including October 1, 2004, with a final installment consisting of all remaining unpaid principal and accrued interest, due and payable in full on November 1, 2004.

(b) Late Payment Penalties. Borrower shall pay Lender a late payment fee in the amount of \$150.00 if Lender does not receive any monthly payment by the fifth day of each month an installment is due. Borrower shall be in default in the event Lender does not receive any monthly payment as of the fifteenth day of that month.

(c) Prepayment. Borrower may prepay the entire principal on this Note (or any portion thereof) at any time without any penalty.

EVENTS OF DEFAULT:

Any default in the payment or performance of any obligation under this Note that remains uncured 15 days after notice of such default has been given in writing to Borrower at the address set forth below its signature, shall constitute an "Event of Default" under this Note.

The occurrence of any of the following shall constitute an "Event of Default" under this Note:

(a) The failure to pay any principal, interest, fees or other charges when due hereunder or under any contract, instrument or document executed in connection with this Note that remains uncured 15 days after notice of such failure has been given in writing to Borrower at the address set forth below its signature.

(b) The filing of a petition by or against any Borrower or any guarantor of this Note (with each such guarantor referred to herein as a "Third Party Obligor") under any provisions of the bankruptcy Reform Act, Title 11 of the United States Code, as amended or recodified from time to time, or under any similar or other law relating to bankruptcy, insolvency, reorganization or other relief for debtors; the appointment of a receiver, trustee, custodian or liquidator of or for any part of the assets or property of any Borrower or Third Party Obligor; any Borrower or Third Party Obligor becomes insolvent, makes a general assignment for the benefit of creditors or is generally not paying its debts as they become due; or any attachment or like levy on any property of any Borrower or Third Party Obligor.

(c) The dissolution or liquidation of any Borrower or Third Party Obligor which is a corporation, partnership, joint venture or other type of entity.

(d) Any financial statement provided by any Borrower or Third Party Obligor to Lender proves to be incorrect, false or misleading in any material respect.

(e) Any sale or transfer of all or a substantial or material part of the assets of any Borrower or Third Party Obligor other than in the ordinary course of its business; provided that the sale of cellular phone towers by Borrower shall not be subject to the provisions of this paragraph (e).

(f) Any violation or breach of any provision of, or any defined event of default under, any addendum to this Note or any security agreement, or other document executed in connection with or securing this Note.

SALE OF ASSETS BY GLOBAL TOWER PARTNERS, LLC:

Borrower agrees to pay Lender 0.347% of the proceeds actually distributed to Borrower by Global Tower Partners, LLC, a Delaware limited liability company ("GTP"), out of proceeds realized by GTP from the sale, transfer or encumbrance of

any monies held by CTP, which percentage is 20% times a fraction, the numerator of which is the number of shares of Borrower sold by Lender to Borrower pursuant to that portion of the Revised Release and Settlement Agreement dated November 1, 2002 (the "Settlement Agreement") among Lender, Borrower and other parties, and the denominator of which is the number of shares of Borrower sold by all of the Plaintiffs as defined in the Settlement Agreement. Any monies paid pursuant to this section shall be first credited against outstanding interest charges incurred herein and then against outstanding principal.

MISCELLANEOUS:

(a) Bonafides. Upon the occurrence of any Event of Default, the holder of this Note, at the holder's option, may declare all sums of principal and interest outstanding hereunder to be immediately due and payable without presentment, demand, notice of nonperformance, notice of protest, protest or waiver of dishonor, all of which are expressly waived by each Borrower. Each Borrower shall pay to the holder immediately upon demand the full amount of all payments, advances, charges, costs and expenses, including reasonable attorneys' fees (to include outside counsel fees and all allocated costs of the holder's in-house counsel), expended or incurred by the holder in connection with the enforcement of the holder's rights and/or the collection of any amounts which become due to the holder under this Note, and the prosecution or defense of any action in any way related to this Note, including without limitation, any action for declaratory relief, whether incurred at the trial or appellate level, in an arbitration proceeding or otherwise, and including any of the foregoing incurred in connection with any bankruptcy proceeding (including without limitation, any adversary proceeding, contested matter or motion brought by Lender or any other person) relating to any Borrower or any other person or entity.

(b) Obligations Joint and Several. Should more than one person or entity sign this Note as a Borrower, the obligations of each such Borrower shall be joint and several.

(c) Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first written above.

globaltowers, inc.

By: 

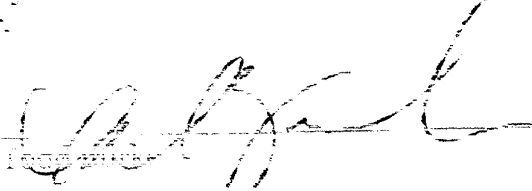
Todd Burke

President and Chief Executive Officer

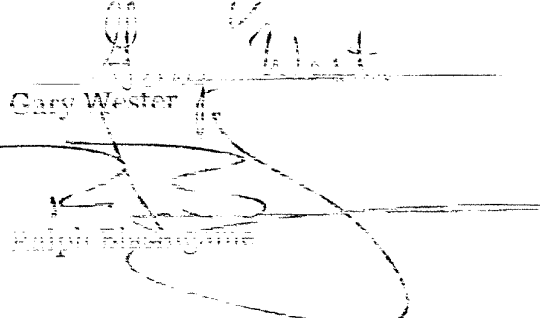
Address: 331 Corporate Circle, Suite E
Golden, CO 80401

PRINCIPAL GUARANTEE

All indebtedness of Borrower to Lender shall be guaranteed by TODD BURKE, GARY WESTER AND RALPH BLASINGAME in the principal amount of Twenty-Nine Thousand Eight Hundred Dollars (\$29,800.00) as evidenced by and subject to the terms of guarantees in form and substance satisfactory to Lender.



Gary Wester



Ralph Blasingame

EXHIBIT IV
STOCK ASSIGNMENT

FOR VALUE RECEIVED, Anne Michele Van Son and Christopher J. Van Son, the undersigned, hereby sell, assign and transfer Twenty Thousand (20,000) shares of the Common Stock of GlobalTenders, Inc., a California corporation (the "Corporation"), unto the Corporation which stock is standing in the name of the undersigned on the books and records of the Corporation, and do hereby irrevocably constitute and appoint the secretary of the Corporation as attorney in fact to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

DATED as of November 1, 2002



Anne Michele Van Son



Christopher Van Son

ARTICLE I

PLEDGE AND SECURITY AGREEMENT

THIS AGREEMENT (THIS "AGREEMENT") entered into on November 1, 1992, by and between [Name], a California corporation (the "Pledgor"), and [Name], [Name] and [Name], [Name] (the "Secured Party")

RECITAL

That the Pledgor and Secured Party are parties, along with certain other parties, to that certain Note, dated as of November 1, 1992 (the "Note") (the "Instrument")... The Pledgor has purchased 20,000 shares of the common stock of [Name] (the "Pledged Stock") in exchange for cash...

ARTICLE II

That in consideration of the Recital and to induce the Secured Party to accept the Note, the Pledgor hereby agrees to pledge and assign to the Secured Party as security for the performance of the Note...

1. The Pledgor hereby pledges, assigns, hypothecates and grants to the Secured Party a first lien and security interest in that certain [Name] and [Name] (the "Pledged Stock")... as security for its prompt and complete payment of all obligations of the Pledgor under the Note.

2. In the event that the Pledgor defaults under the Note and Security Agreement in effect, the Pledgor shall become entitled to receive or shall receive by [Name] or [Name] in return of the Pledged Stock, the Pledgor agrees to deliver the same to the Secured Party and to hold the same in trust on behalf of the Secured Party and to deliver the same to the Secured Party...

3. The Pledgor and the Secured Party acknowledge and agree that the original documents evidencing the Pledged Stock are already in the possession of the Secured Party. The Secured Party agrees to release the Pledged Stock from the lien of this Pledge and Security Agreement and deliver the Pledged Stock to the Pledgor if and when the Pledgor has satisfied in full its obligations under the Note.

4. The Secured Party agrees that upon an event of default as occurred under the Note and in continuing, Pledgor shall have full rights and authority to exercise all rights of a shareholder under California law with respect to the Pledged Stock including but not limited to the right to vote such stock at shareholder meetings or execute consents of shareholders in lieu of a shareholders meeting. The Secured Party shall not be liable for failure to collect or receive upon the Pledged Stock or any part thereof, or for any delay in so doing, nor shall it be under any obligation to take any action whatsoever with regard thereto. The default under the Note, the retention and in continuing, the Secured Party may, without notice except for notice of sale as provided in Section 5, exercise all rights, privileges or options pertaining to any Pledged Stock as if it were the absolute owner thereof, upon such terms and conditions as it may determine, all without liability or account for property actually received by the Secured Party, but the Secured Party shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing.

... (b) ... (c) ... (d) ... (e) ... (f) ... (g) ... (h) ... (i) ... (j) ... (k) ... (l) ... (m) ... (n) ... (o) ... (p) ... (q) ... (r) ... (s) ... (t) ... (u) ... (v) ... (w) ... (x) ... (y) ... (z) ...

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7. NO DISPOSITION ... (a) ... (b) ... (c) ... (d) ... (e) ... (f) ... (g) ... (h) ... (i) ... (j) ... (k) ... (l) ... (m) ... (n) ... (o) ... (p) ... (q) ... (r) ... (s) ... (t) ... (u) ... (v) ... (w) ... (x) ... (y) ... (z) ...

8. ASSIGNMENT ... (a) ... (b) ... (c) ... (d) ... (e) ... (f) ... (g) ... (h) ... (i) ... (j) ... (k) ... (l) ... (m) ... (n) ... (o) ... (p) ... (q) ... (r) ... (s) ... (t) ... (u) ... (v) ... (w) ... (x) ... (y) ... (z) ...

9. ASSIGNMENT ... (a) ... (b) ... (c) ... (d) ... (e) ... (f) ... (g) ... (h) ... (i) ... (j) ... (k) ... (l) ... (m) ... (n) ... (o) ... (p) ... (q) ... (r) ... (s) ... (t) ... (u) ... (v) ... (w) ... (x) ... (y) ... (z) ...

10. NO WAIVER; CUMULATIVE REMEDIES ... (a) ... (b) ... (c) ... (d) ... (e) ... (f) ... (g) ... (h) ... (i) ... (j) ... (k) ... (l) ... (m) ... (n) ... (o) ... (p) ... (q) ... (r) ... (s) ... (t) ... (u) ... (v) ... (w) ... (x) ... (y) ... (z) ...

... If there is any assignment to or by the Secured Party, the failure to exercise or any delay in exercising on the part of the Secured Party, any right, power or privilege hereunder, shall operate as a waiver thereof and shall not constitute acceptance of any such waiver or preclude the Secured Party from either or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and may be exercised together or separately, and shall not be limited by any other rights or remedies provided by law.

... This Pledge and Security Agreement and all obligations of the Pledgor hereunder shall be binding upon the successors and assigns of the Pledgor, and shall inure to the benefit of the Secured Party hereunder, and the successors and assigns of the Secured Party and its successors and assigns. This Pledge and Security Agreement shall be construed and enforced in accordance with the laws of the State of New York.

SECURED PARTY:

Anna-Maria V. ...

PLEDGOR:

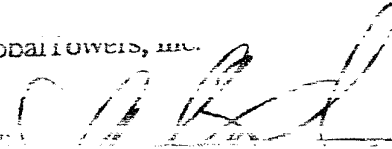
PLEDGOR'S NAME

BY:

President and Chief Executive Officer

IN WITNESS WHEREOF, the undersigned has executed this Note as of the date first written above.

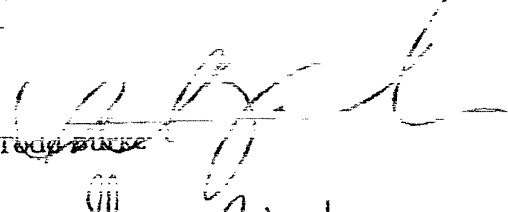
Global Towers, Inc.




Todd D. Burke
President and Chief Executive Officer
Address: 331 Corporate Circle, Suite E
Gordon, SC 29457

PERSONAL GUARANTEE

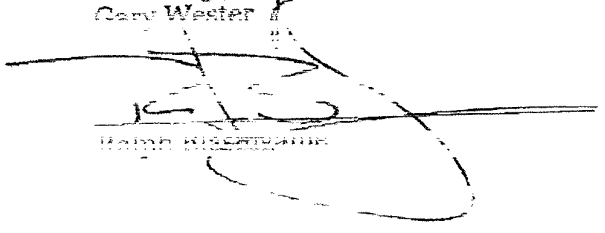
All indebtedness of Borrower to Lender shall be guaranteed by TODD BURKE, GARY WESTER AND RALPH WESTER in the principal amount of ~~Twenty Nine Thousand Eight Hundred Dollars (\$29,800.00)~~ and subject to the terms of guaranties in form and substance satisfactory to Lender.



Todd Burke



Gary Wester



Ralph Wester

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EXHIBIT H

PROMISSORY NOTE

049-600-00

November 1, 2002

FOR VALUE RECEIVED, the undersigned globalTowers, Inc., a California corporation ("Borrower") promises to pay to the order of William Balcock ("Lender") at his office 417 Via Los Miradores, Redondo Beach, Ca 90277, or at such other place as the holder hereof may designate, in lawful money of the United States of America and in immediately available funds, the principal sum of Forty-Nine Thousand Six Hundred Dollars (\$49,600.00), with interest thereon as set forth herein.

INTEREST:

(a) Interest. The outstanding principal balance of this Note shall bear interest at eight percent (8.00%) per annum (computed on the basis of a 360-day year, actual days elapsed).

(b) Default Rate. From and after the maturity date of this Note, or such earlier date as all principal owing hereunder becomes due and payable by acceleration or otherwise, the outstanding principal balance of this Note shall bear interest until paid in full at an increased rate per annum (computed on the basis of a 360-day year, actual days elapsed) equal to four percent (4%) above the rate of interest from time to time applicable to this note.

REPAYMENT AND PREPAYMENT:

(a) Repayment. An initial payment of Three Thousand Eight Hundred Dollars (\$3,800.00) shall be payable on November 1, 2002. Thereafter, an interest-only payment of Three Hundred and Five and 33/100 Dollars (\$305.33) shall be payable on the first day of each month, continuing up to and including September 1, 2004, with a final installment consisting of all remaining unpaid principal and accrued interest, due and payable in full on November 1, 2004.

(b) Late Payment Penalties. Borrower shall pay Lender a late payment fee in the amount of \$150.00 if Lender does not receive any monthly payment by the 15th day of each month an installment is due. Borrower shall be in default in the event Lender does not receive any monthly payment as of the fifteenth day of that month.

(c) Prepayment. Borrower may prepay the entire principal on this Note (or any portion thereof) at any time without any penalty.

EXHIBIT H

Any default in the payment of principal or interest on any installment due hereunder, or any failure to pay any such installment when due, shall constitute an Event of Default.

(b) The occurrence of any of the following shall constitute an "Event of Default":

(1) The execution of any judgment, attachment or document executed in connection with this Note that remains unsatisfied for any period of 60 days after the date of such execution.

(2) The filing of any petition for the appointment of a receiver or liquidator (or other law relating to bankruptcy, insolvency, reorganization or similar proceedings) for any Borrower or Third Party Obligor.

(3) The attachment or levy on any property of any Borrower or Third Party Obligor, any judgment or order of a court of competent jurisdiction, or any similar proceeding, that remains unsatisfied for any period of 60 days after the date of such attachment or levy, or any attachment or levy on any property of any Borrower or Third Party Obligor.

(c) The dissolution or liquidation of any Borrower or Third Party Obligor.

(d) Any financial statement prepared by any Borrower or Third Party Obligor that is materially false or misleading in any material respect.

(e) Any assignment of any rights or interests of any Borrower or Third Party Obligor other than in the ordinary course of its business, provided that the sale of cellular phone towers by Borrower shall not be deemed an assignment for purposes of this paragraph (e).

(f) Any violation of any provision of, or any default under, any addendum to this Note or any security agreement, or other document executed in connection with or securing this Note.

SALE OF ASSETS BY GLOBAL TOWER PARTNERS, LLC:

Borrower agrees to pay Lender 50% of the proceeds actually distributed to Borrower by Global Tower Partners, LLC, a Delaware limited liability company ("GTP"), out of proceeds realized by GTP from the sale, transfer or encumbrance of

any asset held by Lender, which percentage shall be determined by the amount of
that certain Mutual Release and Contribution Agreement dated 10/20/04, and the
denominator of which is the number of shares of Borrower sold by any of the
lenders to the Borrower, and the numerator of which is the number of shares of
Borrower sold by the lender to the Borrower, against misstatements of interest charges incurred herein

ARTICLE IV - REMEDY

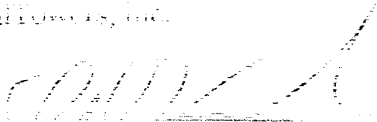
(a) Remedy. Upon the occurrence of any event of Default, the holder of this Note shall have the right to demand immediately due and payable without presentment, demand, notice or any other condition, all amounts due to the holder by the Borrower, and the Borrower shall pay to the holder immediately upon demand the full amount of such amounts, including interest, costs of collection, and all allocated costs of the holder's reasonable expenses incurred in connection with the collection of any amounts which become due to the holder under this Note, and the Borrower shall be liable for declaratory relief, whether incurred or not, and for any costs, including reasonable attorneys' fees, incurred in connection with any bankruptcy proceeding (including without limitation, any proceeding for reorganization, liquidation or arrangement for the benefit of creditors) relating to any Borrower or any other person or entity.

Should more than one person or entity sign this Note as a Borrower, the obligations of each such Borrower shall be joint and several.

(b) Governing Law. This Note shall be governed by and construed in accordance with the laws of the State of New York.

THE UNDERSIGNED HEREBY ACKNOWLEDGES THE RECEIPT OF THE AMOUNT OF THIS NOTE AS OF THE DATE SET FORTH ABOVE.

globalflowers, inc.




David B. Burke
President and VICE PRESIDENT
Address: 14 Corporate Circle, Suite E
Golden, CO 80601

PERSONAL GUARANTEE

All indebtedness or borrowings made shall be guaranteed by TODD BURKE, an individual, in the principal amount of Forty-Seven Thousand Eight Hundred Dollars (\$47,800.00) as evidenced by and subject to the terms of guarantee in form and substance customary to credit.



Todd Burke



David Burke



David Burke



global Towers, inc.

April 24, 2001

Bill Babcock
PO Box 192
Hornsea Beach, Co. 90284

Bill,

The enclosed check #3000 for \$222.00 is in compliance with the requirements for the recorded value related to your purchase of 177,222 and 77,778 shares of Global Towers, Inc. common stock. The description of these adjustments is as follows:

177,222 shares purchased 7/1/99 were recorded at \$0.16 per share for a total value of \$28,355.52. However, the total funds received from this transaction were 170,000.00. This amounts to \$744.48 over funded.

77,778 shares purchased 7/7/99 were recorded at \$0.26 per share for a total value of \$20,222.28. Again, the total funds received for this transaction were 170,000.00. This amounts to \$322.28 under funded.

The net amount due is \$722.20. \$361.18 has been included.

Should you have any questions regarding this matter, please contact Toshi Banko, or myself, at 707-797-8293. Thank you again for being part of Global Towers' success.

Sincerely,

Scott A. Fischer
National Director, Operations

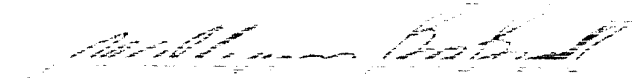
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ASSIGNMENT

STOCK ASSIGNMENT

NOTES TO THE ASSIGNED: William Babcock, the undersigned, hereby calls, assigns and conveys to Global Towers, LLC, One Thousand (1000,000) shares of the Common Stock of Global Towers, Inc., a California corporation (the "Corporation"), into the Corporation which stock is standing in the name of the undersigned on the books and records of the Corporation, and do hereby irrevocably authorize and appoint the secretary of the Corporation as attorney in fact to transfer the said shares to the books of the Corporation with full power of substitution in the premises

DATED as of November 1, 2007


 William Babcock

received as Nov 1, 2007

EXHIBIT I

DEED AND SECURITY AGREEMENT

THIS DEED AND SECURITY AGREEMENT (this "Agreement") was made this 10th day of July, 1977, by and between the undersigned, the Pledgor, and the Secured Party, as hereinafter defined.

ARTICLE I

1. The Pledgor hereby pledges, conveys, transfers, assigns, and otherwise conveys to the Secured Party all of its right, title and interest in and to the Pledged Stock, as hereinafter defined, as security for the prompt and complete payment of the Note, as hereinafter defined, and the performance of the obligations of the Pledgor under the Note. The Note is secured by the Pledged Stock in the amount of \$100,000.00.

ARTICLE II

2. In consideration of the Recital and to induce the Secured Party to accept the Pledged Stock hereby pledged, the Secured Party hereby agrees as follows for the benefit of the Pledgor:

3. Warranty. The Pledgor hereby warrants, covenants, agrees and grants to the Secured Party a first priority lien in and to the Pledged Stock, and agrees to execute and deliver to the Secured Party a "Pledged Collateral" as security for the prompt and complete payment of the Note and the performance of the obligations of the Pledgor under the Note.

4. Assignment of Dividends. The Secured Party hereby agrees that in the event the Pledgor shall become entitled to receive or shall receive any dividend payment in respect of the Pledged Stock, the Secured Party shall be entitled to receive the same. The Secured Party shall be entitled to receive the same and to deliver the same dividends to the Secured Party. All such dividend payments received by the Secured Party shall be a credit against the obligations of the Pledgor under the Note.

5. Retention and Right of Redemption. The Secured Party hereby agrees that in the event the Secured Party shall become entitled to receive or shall receive any dividend payment in respect of the Pledged Stock, the Secured Party shall be entitled to receive the same. The Secured Party shall be entitled to receive the same and to deliver the same dividends to the Secured Party. All such dividend payments received by the Secured Party shall be a credit against the obligations of the Pledgor under the Note.

6. Right of the Secured Party. The Secured Party agrees that in the event of Default has occurred under the Note, the Secured Party shall have full power and authority to exercise all rights of a shareholder under California law with regard to the Pledged Stock, including but not limited to the right to vote such stock at any meeting of the shareholders of the Pledgor, and to take any action whatsoever with regard thereto. If a Default under the Note has occurred and is continuing, the Secured Party may, without notice except for notice of sale as provided in the Note, sell, lease, convey, or otherwise dispose of all or any portion of the Pledged Stock, as if it were the absolute owner thereof, upon such terms and conditions as it may determine, all without liability except to account for property actually received by the Secured Party, but the Secured Party shall have no duty to exercise any of the aforesaid rights, privileges or options and shall not be responsible for any failure to do so or delay in so doing.

all the rights and remedies of a secured party under the... shall have all the rights and remedies of a secured party under the... shall have all the rights and remedies of a secured party under the...

the Secured Party shall give ten days' notice to the Debtor and holder of any... shall give ten days' notice to the Debtor and holder of any...

No Dispositions. Each contains in favor of the Secured Party... shall contain in favor of the Secured Party... shall contain in favor of the Secured Party...

Further Assurances. The Debtor agrees that at any time and from time to time... shall agree that at any time and from time to time... shall agree that at any time and from time to time...

any provision of law which purports to exempt the Secured Party... shall exempt the Secured Party... shall exempt the Secured Party...

Waiver of Remedies. The Secured Party shall not, by any act, delay, omission or... shall not, by any act, delay, omission or... shall not, by any act, delay, omission or...

... shall have no effect on the right of the Second Party to exercise or to attempt to exercise its rights under the Pledge and Security Agreement and shall not constitute a waiver of any right, power or privilege hereunder nor shall it constitute a release of any liability or responsibility of the Second Party under the Pledge and Security Agreement and are not exclusive of any rights or remedies provided by law.

11. **Binding Effect.** This Pledge and Security Agreement and all obligations of the Pledgee hereunder shall be binding on the Pledgee and shall constitute the entire agreement between the Pledgee and the Second Party hereunder, made to the benefit of the Second Party and its successors and assigns. This Pledge and Security Agreement shall be

contract and enforced in accordance with, and the rights of the parties shall be governed by the

DEFINITION PARTY:

PLEDGER:

Handwritten signature of William Bardock

WILLIAM BARDOCK

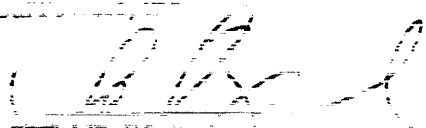
Handwritten signature of William Bardock

WILLIAM BARDOCK
Bardock and Bardock Family Trust



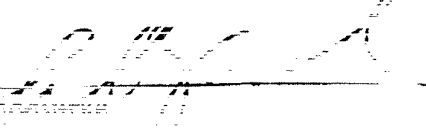
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THE UNDERSIGNED WHEREAS THE INDICATED HAS COLLECTED THIS NOTE AS OF THE
DATE FIRST WRITTEN ABOVE


Todd M. Walker
Chief of Operations Officer
Allstate Gas Service Circle, Suite E
Cedar, Iowa

ENDORSEMENT CHALLENGE

THE UNDERSIGNED OF RECORD TO LENDER SHALL BE SUSPENDED BY TODD
WALKER CHIEF OF OPERATIONS AND PAY BY RI ANINJAMK IN THE DIRECTOR BUREAU OF
CITY AND COUNTY OF CEDAR IOWA
AND SUBJECT TO THE TERMS OF RECORD TO LENDER IN FORM AND SUBSTANCE SATISFACTORY TO
LENDER.

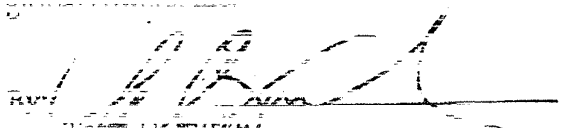

Todd M. Walker
Chief of Operations Officer
Allstate Gas Service Circle, Suite E
Cedar, Iowa


Ralph Hincinsma
Chief of Operations Officer
Allstate Gas Service Circle, Suite E
Cedar, Iowa



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BY SIGNING WHEREON, the undersigned has executed this Note as of the date first written above.



Tomlin Dupke/
Assistant Chief Executive Officer
Address: 625 Corporate Circle, Suite B
Golden, CO 80401

PERSONAL GUARANTEE

All indebtedness of [Name] in [Amount] shall be guaranteed by [Name] in the principal amount of Twenty-Three Thousand eight Hundred Dollars (\$23,800.00) as evidenced by [Name] in the terms of guarantee in form and substance satisfactory to [Name].



Gary Weston

KIMM DISTRICT


EXHIBIT I

STOCK ASSIGNMENT

THIS AGREEMENT RECEIVED: A. I. Wornovich, Inc., a California Corporation, the undersigned, hereby assigns and transfers Sixteen Thousand (16,000) shares of the Common Stock of [redacted] Inc., a California corporation (the "Corporation"), into the Corporation which stock is standing in the name of the undersigned on the books and records of the Corporation, and the undersigned hereby constitutes and appoints the secretary of the Corporation as attorney in fact to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

DATED as of November 1, 2002

A. I. Wornovich, Inc.


A. I. WORNOVICH, INC.

CONSTRUCTION AND CONSTRUCTION ADVICE, and the rights of the parties shall be governed by the laws of the State of California

SECURED PARTY:

Triton Group Realty Advisors, Inc.

[Handwritten signature]

President/CEO

PLEDGOR:

Global Towers, Inc.

[Handwritten signature]

Todd LeBourke,
President and Chief Executive Officer

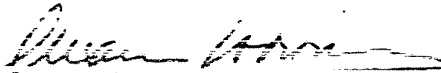
RECEIVED BY
DATE

STOCK ASSIGNMENT

FOR VALUE RECEIVED, Triton Group Realty Advisors, Inc., a California Corporation, do hereby assign, transfer, sell, convey and transfer Sixteen Thousand (16,000) shares of the Common Stock of Global Towers, Inc., a California corporation (the "Corporation"), unto the Corporation, which stock is standing in the name of the undersigned on the books and records of the Corporation, and do hereby irrevocably constitute and appoint the secretary of the Corporation as attorney in fact to transfer the said stock on the books of the Corporation with full power of substitution in the premises.

DATED as of November 1, 2002

TRITON GROUP REALTY ADVISORS, INC.

By: 
Alexander Woronovich
President/CFO

4. Secured Party shall otherwise have on any future occasion. The security interest created hereunder shall not be subject to the provisions of any law which would require the registration of a security interest in any state or territory of the United States or in any foreign country. The provisions of this agreement shall not be construed to limit or restrict in any way the rights of the Secured Party to enforce its rights under any law, statute, or regulation, and the remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights or remedies provided by law.

11. **Binding Effect.** This Pledge and Security Agreement and all obligations of the Pledgor hereunder shall be binding on the Pledgor and shall together with the rights and remedies of the Secured Party hereunder, inure to the benefit of the Secured Party and its successors and assigns. This Pledge and Security Agreement shall be governed and enforced in accordance with and the rights of the parties shall be governed by, the laws of the State of California.

SECURED PARTY:

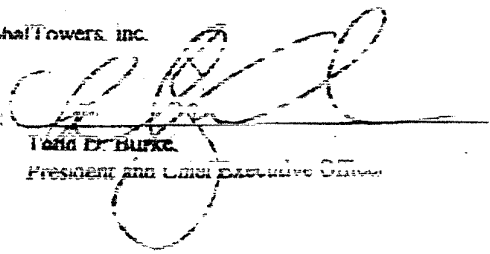
1234567890, Inc.



1234567890, Inc.

PLEDGOR:

1234567890, Inc.

By: 

1234567890, Inc.
President and Chief Executive Officer