

Spectrum Acquisition Holdings, Inc.

4301 W. William Cannon, B-150 #253

Austin, Texas 78749

Interim Current Report

September 30, 2010

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Item 1: Entry Into A Material Definitive Agreement:

- a) On September 24, 2010 Spectrum Acquisition Holdings, Inc. (SPAH.PK) entered into a Material Definitive Agreement with The Good One, Inc. to purchase Avalon Perspectives LTD, LLC, a Nevada limited liability company.

(1) Spectrum Acquisition Holdings, Inc., (the "Company") which trades through Pinksheets OTC, Inc., under the symbol "SPAH" is a Nevada corporation, with principal offices located at 4301 W. William Cannon B-150 #253, Austin Texas . SPAH is engaged in green mining technology. It was founded in 1987.

Spectrum Acquisition Holdings is executing a three-pronged strategy for growth. The Company is acquiring interests in high quality, low-risk gold projects with past production and sizeable resources. Spectrum is developing technology solutions to enable more sustainable, smaller footprint mineral exploration, production and processing. Spectrum is also pursuing acquisitions of mining sector service companies including operators, mine site service providers, equipment manufacturers, geology firms and technology developers.

Avalon Perspectives, LTD, LLC is a Nevada limited liability company engaged in exploration of mining opportunities.

Avalon Perspectives, LTD, LLC is owned by The Good One, Inc. and The Good One, Inc. owns 7,824,559 shares of Spectrum Acquisition Holdings, Inc. (6.6%) and has a financial services consulting agreement with SPAH.

(2) The general terms of the Agreement (attached as an Exhibit Hereto) obligate SPAH to purchase Avalon Perspectives LTD, LLC from the members for Two Million Two Hundred Thousand (\$2,200,000) Dollars. The consideration is to be paid by a Convertible Promissory Note (the "Note") which has a term of six (6) months and bears an annual interest rate of five (5%) per cent.

The Conversion Price is determined by converting common stock at thirty (30%) of the average bid price for the three (3) days immediately preceding the Date of Conversion. The Conversion is limited to blocks of common voting shares which do not exceed 9.9% of the issued and outstanding shares of the Company at the time of conversion. Each conversion of less than the total of the outstanding principal and interest shall draw down the amount of the Note but shall not be deemed to create a new Note but a continuation of the Note in place. The Note is attached as an exhibit hereto.

Avalon Perspectives LTD, LLC is member-managed and upon completion of the acquisition SPAH shall be the sole member of Avalon Perspectives LTD, LLC.

Item 3: Completion of Acquisition or Disposition of Assets

- a) The date upon which the transaction was completed is September 24, 2010.
- b) The assets acquired are: one hundred (100%) of the membership of Avalon Perspectives LTD, LLC.
- c) The assets were acquired from the sole member of Avalon Perspectives, LTD, LLC, The Good One, Inc. The Good One, Inc. owns 7,824,559 shares (6.6%) of SPAH and has a financial services consulting agreement with SPAH.
- d) The consideration for the acquisition is Two Million Two Hundred Thousand (\$2,200,000) Dollars to be paid not less than six (6) months with an interest rate of five (5%) per cent per annum by a Convertible Promissory Note. The Note converts to common voting stock of the issuer at thirty (30%) per cent of the average bid price for the three (3) days immediately preceding the Conversion Date. Either party may convert the Note to shares in lieu of payment beginning with the first (1st) anniversary of the Note and at no time may the Note convert for a number of shares in excess of 9.9% of the total then issued and outstanding common shares. The Note may be converted pursuant to these terms in blocks of stock that may be insufficient to pay the total outstanding principal and accrued interest. therefore, the Note may be converted in lesser amounts which shall be considered to be a draw-down of the total outstanding principal and accrued interest. The fact that the entire amount of the Note is not converted shall not be deemed to create successive notes but merely a reduction in the principal and accrued interest under the original Note.

- e) This transaction is an acquisition between related parties and the sole consideration for the transaction is the Convertible promissory Note discussed in (d) above.
- f) The issuer is not a shell company, as that term is defined in paragraph 3 of Item VIII B of these Guidelines and has not been a shell company as defined by the Securities and Exchange Act, as amended.

Item 4: Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of the Issuer.

- a) The issuer upon completion of this transaction became directly obligated as follows:
 - 1. On September 24, 2010 the Issuer entered into a Convertible Promissory Note in the amount of Two Million Two Hundred Thousand (\$2,200,000) Dollars in consideration of acquiring one hundred (100%) of Avalon Perspectives LTD, LLC.
 - 2. The consideration for the acquisition is Two Million Two Hundred Thousand (\$2,200,000) Dollars to be paid not less than six (6) months with an interest rate of five (5%) per cent per annum by a Convertible Promissory Note. The Note converts to common voting stock of the issuer at thirty (30%) per cent of the average bid price for the three (3) days immediately preceding the Conversion Date. Either party may convert the Note to shares in lieu of payment beginning with the first (1st) anniversary of the Note and at no time may the Note convert for a number of shares in excess of 9.9% of the total then issued and outstanding common shares. The Note may be converted pursuant to these terms in blocks of stock that may be insufficient to pay the total outstanding principal and accrued interest. therefore, the Note may be converted in lesser amounts which shall be considered to be a draw-down of the total outstanding principal and accrued interest. The fact that the entire amount of the Note is not converted shall not be deemed to create successive notes but merely a reduction in the principal and accrued interest under the original Note.

There are no terms which would allow for an acceleration of the debt, or for the debt to increase. There are no provisions of the Note or Purchase Agreement that would allow the issuer to recover any part of the obligation from a third party.
 - 3. Under the Purchase Agreement, Avalon Perspectives LTD, LLC shall be a wholly-owned subsidiary of the Issuer.
- b) This transaction and the obligation associated therewith is not an off-balance sheet transaction.

Item 8: Sales of Equity Securities

- a) Securities Offerings not previously reported.
 - i. Rule 144
 - ii. Super B Preferred
 - iii. 5,000,000 Offered
 - iv. 5,000,000 Sold
 - v. The price at which shares were offered was \$.001 and the amount paid to Issuer was \$5,000.00

- i. Regulation D Offering
- ii. Exemption of sale of restricted common stock in the United States
- iii. 8,823,530 shares offered
- iv. 8,823,530 shares were sold
- v. The price at which shares were offered and the price paid to Issuer was\$.0017

- b) Securities issued for services not previously reported.

30,285,243 shares issued on a Convertible Promissory Note with a principal amount of \$23,794.50 for services provided by Cident Law Group Prior to December 31, 2008.

Item 9: Material Modification to Rights of Security Holders

On April 5, 2010 shareholders approved the increase of authorized shares of common stock to be 1,000,000,000 with a par value of \$0.001. The shareholders approved the establishment of 2 classes of preferred stock each having a par value of \$0.001.

The Preferred Series A shall have par value of \$0.001 and shall have super voting rights equal to 150% of the issued and outstanding shares of the common stock at all times

The Preferred Series B shall have par value of \$0.001 and shall have rights of conversion and the conversion price shall be par and shall have liquidation preference over the common shares.

Item 14: Amendments to Articles of Incorporation

The Issuer has amended its Articles of Incorporation with the State of Nevada as follows:

- a) The effective date of the Amendment is April 5, 2010;

- b) The Issuer amended Article Four of its charter to increase the amount of authorized from 100,000,000 to 1,000,000,000 shares of common stock with a par value of \$0.001; authorized 10,000,000 shares of preferred stock with a par value of \$0.001.
- c) The Board of Directors at its sole discretion shall be authorized to issue the preferred shares in sequential series each having different preferences, rights and conversion.

Certification:

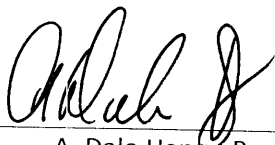
I, A. Dale Henry, certify that:

- 1. I have reviewed this Current Interim Statement for the period September 30, 2010 of Spectrum Acquisition Holdings, Inc.
- 2. Based on my knowledge, this disclosure statement does not contain any untrue statements made, in light of the circumstances under which such statements were made not misleading with respect to the period(s) covered by this disclosure statement; and
- 3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of and for the periods presented in this disclosure statement.

The undersigned hereby certifies that the information herein is true and correct to the best of my knowledge and belief.

Dated this 30th day of September, 2010

Spectrum Acquisition Holdings, Inc.

By 

A. Dale Henry, President

Telephone (512) 924-9308

Exhibit A

Membership Stock Purchase Agreement

MEMBERSHIP PURCHASE AGREEMENT

THIS MEMBERSHIP PURCHASE AGREEMENT dated September 22, 2010 ("Agreement"), by and among Spectrum Acquisition Holdings, Inc., a Nevada corporation with a location at 4301 W. William Cannon, Suite B-150, #253, Austin, TX 78749, organized and existing under the laws of Nevada ("Buyer"), and The Good One Inc., a Nevada corporation 3540 West Sahara Avenue #657, Las Vegas, Nevada 89102 (the "Sellers") and Avalon Perspectives LTD, LLC (the "Company").

WITNESSETH:

WHEREAS, Buyer wishes to buy the Company;

WHEREAS, the Sellers wish to sell to Buyer, on the terms and for the consideration hereinafter provided, one hundred percent of the membership interests of the Company presently owned by the Sellers.

NOW, THEREFORE, in consideration of the promises and the respective agreements hereinafter set forth, Buyer and Sellers hereby agree as follows:

1. PURCHASE OF LIMITED LIABILITY COMPANY INTERESTS.

1.1 Sale of Limited liability Company Interests. Upon the terms and subject to the provisions of this Agreement, the Sellers agree that they will sell, convey, transfer, assign and deliver to Buyer at the Closing provided for in Article 2, free and clear of all claims, liens, pledges, encumbrances, mortgages, charges, security interests, options, preemptive rights or other interests or equities whatsoever, one hundred percent (100%) shares of duly and validly issued, fully paid and non-assessable limited liability company interests (collectively the "Purchased Interests") of the Company owned by the Sellers.

1.2 Consideration for Sale and Transfer of the Purchased Interests. Subject to the terms and conditions of this Agreement and in reliance upon the representations, warranties and

covenants of Sellers herein contained, and in full consideration of such sale, conveyance, transfer, assignment and delivery of the Purchased Interests to Buyer. Buyer agrees to pay and deliver to the Sellers a purchase price for the Purchased Interests of a convertible promissory note in the amount of two million two hundred thousand (\$2,200,000), in a form attached hereto as Exhibit A (the the convertible promissory note is hereinafter referred to as the "Note", and the purchase price for the Purchased Interests is hereinafter referred to as the "LLC Purchase Price").

2. THE CLOSING AND PAYMENT OF LLC PURCHASE PRICE.

2.1 Closing. The closing ("Closing") with respect to the acquisition of the Purchased Interests under this Agreement and all other transactions contemplated hereby shall take place at Austin, Texas on September 24, 2010 (or on such later time and date as the parties may agree). The time and date of the Closing is hereinafter called the "Closing Date."

2.2 Payment of LLC Purchase Price. At the Closing, the Buyer shall deliver the LLC Purchase Price in the form of the Note.

2.3 Transfer of Purchased Interests. At the Closing, the Sellers shall transfer to Buyer or its nominee the Purchased Interests, free and clear of all claims, liens, pledges, encumbrances, mortgages, charges, security interests, options, preemptive rights, restrictions or any other interests or imperfections of title whatsoever. Said transfer shall be effected by delivery to Buyer of the limited liability company certificates, or certification of the President of the Company that all of the member interests of the Company has been surrendered and reissued into the name of the Buyer. If a limited liability company interest is not delivered to Buyer, then Sellers shall also deliver an opinion of counsel that the transfer of the certificates to Buyer from Sellers is complete under the laws of Nevada. If any Seller shall fail or refuse to deliver any of the Purchased Interests, or any limited liability company interest or closing certificate or document required to be delivered by that Seller, at the Closing as provided herein, such default shall not relieve any other Seller of his obligations to comply fully with this Agreement, and the Buyer, at its option and without prejudice to its rights against any such defaulting Seller or Sellers, may (a) acquire only the Purchased Interests which have been delivered to it, or (b) refuse to acquire any

covenants of Sellers herein contained, and in full consideration of such sale, conveyance, transfer, assignment and delivery of the Purchased Interests to Buyer, Buyer agrees to pay and deliver to the Sellers a purchase price for the Purchased Interests of a convertible promissory note in the amount of two million two hundred thousand (\$2,200,000), in a form attached hereto as Exhibit A (the the convertible promissory note is hereinafter referred to as the "Note", and the purchase price for the Purchased Interests is hereinafter referred to as the "LLC Purchase Price").

2. THE CLOSING AND PAYMENT OF LLC PURCHASE PRICE.

2.1 Closing. The closing ("Closing") with respect to the acquisition of the Purchased Interests under this Agreement and all other transactions contemplated hereby shall take place at Austin, Texas on September 30, 2010 (or on such later time and date as the parties may agree). The time and date of the Closing is hereinafter called the "Closing Date."

2.2 Payment of LLC Purchase Price. At the Closing, the Buyer shall deliver the LLC Purchase Price in the form of the Note.

2.3 Transfer of Purchased Interests. At the Closing, the Sellers shall transfer to Buyer or its nominee the Purchased Interests, free and clear of all claims, liens, pledges, encumbrances, mortgages, charges, security interests, options, preemptive rights, restrictions or any other interests or imperfections of title whatsoever. Said transfer shall be effected by delivery to Buyer of the limited liability company certificates, or certification of the President of the Company that all of the member interests of the Company has been surrendered and reissued into the name of the Buyer. If a limited liability company interest is not delivered to Buyer, then Sellers shall also deliver an opinion of counsel that the transfer of the certificates to Buyer from Sellers is complete under the laws of Nevada. If any Seller shall fail or refuse to deliver any of the Purchased Interests, or any limited liability company interest or closing certificate or document required to be delivered by that Seller, at the Closing as provided herein, such default shall not relieve any other Seller of his obligations to comply fully with this Agreement, and the Buyer, at its option and without prejudice to its rights against any such defaulting Seller or Sellers, may (a) acquire only the Purchased Interests which have been delivered to it, or (b) refuse to acquire any

Purchased Interests and thereby terminate all of its obligations hereunder to all the Sellers, by delivery of written notice of termination and with no liability of the Buyer to the non-defaulting Sellers. The Sellers acknowledge that the Purchased Interests are unique and not otherwise available, and agree that, in addition to any other available remedies; Buyer may seek any equitable remedies to enforce performance by the Sellers hereunder, including, without limitation, an action for specific performance. If any Seller shall fail to perform his, her or its obligations under this Agreement at the Closing, no other Seller shall per se have any liability to Buyer therefore.

3. REPRESENTATIONS AND WARRANTIES OF THE SELLERS.

Sellers hereby jointly and severally represent, warrant and agree as of the date hereof and as of the date of the Closing as follows:

3.1 Organization and Qualification of Company. The Company is duly organized, validly existing and in good standing under the laws of Nevada. The Company has all requisite corporate power and authority to own or lease all of its properties and assets and to conduct its business in the manner and in the places where such properties are owned or leased or such business is now conducted by it. Company is duly qualified, licensed and authorized to do business as a foreign corporation and is in good standing as a foreign corporation in the jurisdictions in which it conducts business, and is not required to be so licensed, qualified or authorized to conduct its business or own its property in any other jurisdiction.

The minute books of the Company are current and contain correct and complete copies of the Certificate of Formation and the executed Operating Agreement of the Company, if any, including all amendments thereto and restatements thereof, and of all minutes of meetings, resolutions and other actions and proceedings of its members and managers, and all committees thereof, duly signed by all managers or all members. The record book of the Company is also current, correct and complete and reflects the issuance of all of the outstanding member interests of the Company since the date of its incorporation.

3.2 Authority of Company and the Sellers. This Agreement and each of the

agreements and other documents and instruments delivered or to be delivered to Buyer pursuant to or in contemplation of this Agreement will constitute, when so delivered, the valid and binding obligations of such of Sellers as are parties thereto and shall be enforceable in accordance with their respective terms. The execution, delivery and performance of this Agreement and each of the agreements and other documents and instruments delivered or to be delivered to Buyer by Sellers or the Company have been duly authorized by all necessary action of Sellers and, with respect to Company, are within Company's corporate powers, and will not:

(i) result in a breach of or constitute a default or result in any right of termination or other effect adverse to the Company under any indenture or loan or credit agreement of any of the Sellers or the Company, or any other agreement, lease or instrument to which any of the Sellers or the Company is a party or by which the property of any of the Sellers or the Company is bound or affected;

(ii) result in, or require, the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance or claim of any nature whatsoever on the Purchased Interests or any property or assets now owned, leased or used by the Company;

(iii) result in a violation of or default under any law, rule, or regulation, or any order, writ, judgment, injunction, decree, determination, award, now in effect having applicability to any of the Sellers or the Purchased Interests;

(iv) violate any provisions of the Certificate of Formation or Operating Agreement of the Company, or

(v) require any approval, consent or waiver of, or filing with, any entity, private or governmental.

3.4 Capitalization. The Purchased Interests has been duly and validly authorized, and is duly and validly issued, fully paid and non-assessable. The Purchased Interests are free and clear of any and all claims, liens, pledges, charges, encumbrances, mortgages, security interests, options, preemptive or other rights, restrictions on transfer, or other interests or equities or imperfections of title whatsoever. There are no other equity securities of

Company outstanding on the date hereof and there are no existing warrants, preemptive or other rights, options, calls, commitments, conversion privileges, or other agreements (all of the foregoing being collectively called "Options") obligating the Company to issue any or all of its authorized and unissued membership interests, or any security convertible into and/or exchangeable for an interest of the Company. The Company has no membership interest of any class authorized or outstanding except as identified herein. The Purchased Interests represents one hundred percent (100%) of the issued and outstanding membership interests of the Company.

3.5 Valid Title to Purchased Interests. The Sellers will deliver to Buyer, valid and marketable title to the Purchased Interests at the Closing, free and clear of any claims, liens, pledges, charges, encumbrances, mortgages, security, interests, options, preemptive or other rights, restrictions on transfer or other interest or equities or any other imperfections of title whatsoever. Each Seller, as to himself only, represents and warrants that he has full power and lawful authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby; and that the execution and delivery of this Agreement by him and the consummation and performance of the transactions contemplated hereby by him are and will be the legal, valid and binding obligation of such Seller, enforceable against him in accordance with their terms.

3.7 Conduct of the Business. The Company is not a party to, or subject to or bound by nor are any of its assets subject to or bound by any agreement, oral or written, or any judgment, law, rule, regulation, order, writ, injunction or decree of any court or governmental or administrative body which prohibits or adversely affects or upon the consummation of the transactions contemplated hereby would prohibit or adversely affect: (i) the use of any or all of the assets and property of Company necessary for operation in the ordinary and usual course of business; or (ii) the conduct of its business and operations, in each case, in all respects in the same manner as such business has been conducted by it. Company has all properties and rights necessary to conduct the business and operations of the Company in all material respects in

substantially the same manner as such business has been conducted by it prior to the date hereof.

3.8 Operating Agreement. The Operating Agreement of the Company, and all amendments thereto, have been validly adopted, and the Operating Agreement, as amended, is in full force and effect and are legal, valid, binding and enforceable in accordance with their terms.

3.9 Members. The Company has no members other than the Sellers.

3.10 Disclosure. No representation or warranty in this and no statement contained elsewhere in this Agreement or other document furnished or to be furnished to Buyer pursuant hereto or in connection with the transactions contemplated under this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact or any fact necessary to make the statements contained therein not materially misleading. There is no fact, which materially and adversely affects, or, to the best of Sellers' knowledge, in the future may materially and adversely affects, the condition of the Company which has not been set forth herein.

3.11 Investment Knowledge. The Buyers acknowledge that they possess such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of the on an investment in Seller's limited liability company interests, and the Buyers are able to bear the economic risk of a total loss of the Buyers' investment in and to the Sellers' limited liability company interests;

3.12 Speculative investment: The Buyers understand that an investment in the Seller's limited liability company interests is a speculative investment and that there is no guarantee of success of the Buyer's management's plans. Management's plans are an effort to apply present knowledge and experience to project a future course of action which is hoped will result in financial success employing the Company's assets and with the present level of management's skills and of those whom the Buyer will need to attract (which cannot be assured). Additionally, all plans are capable of being frustrated by new or unrecognized or unappreciated present or future circumstances which can typically not be accurately, or at all, predicted.

4. REPRESENTATIONS AND WARRANTIES BY BUYER.

As of the date hereof and as of the date of the Closing, Buyer represents and warrants as follows:

4.1 Organization and Qualification of Buyer. Buyer is duly organized, validly existing and in good standing under the laws of Nevada. Buyer has full corporate power and authority to own or lease all of its properties and assets and to conduct its business in the manner and in the places where such properties are owned and leased or such business is now conducted by it.

4.2 Authority of Buyer. This Agreement and each of the agreements and other documents and instruments delivered or to be delivered by Buyer pursuant to or in contemplation of this Agreement will constitute, when so delivered, the valid and binding obligation of Buyer and shall be enforceable in accordance with their respective terms. The execution, delivery and performance of this Agreement and each such agreement, document and instrument has been duly authorized by all necessary corporate action of Buyer and is within Buyer's corporate powers. The execution, delivery and performance of any such agreement, document or instrument by Buyer and the execution, delivery and performance of this Agreement or any other agreement, document or instrument by the Buyer does not and will not with the passage of time or the giving of notice or both:

(i) result in a breach of or constitute a default under any indenture or loan or credit agreement or under any agreement of the Buyer, or any other material agreement, lease or instrument to which Buyer is a party or by which the property of Buyer is bound or affected;

(ii) result in a violation of or default under any law, rule, or regulation, or any order, writ, judgment, injunction, decree, determination, award, indenture, material agreement, lease or instrument now in effect having applicability to Buyer;

(iii) violate any provisions of the Certificate of Incorporation or Bylaws of Buyer; or

(iv) require any approval, consent or waiver of, or filing with, any entity, private or governmental, which has not been obtained.

4.3 Governmental Approvals. All requisite consents, authorizations, licenses, permits, orders, certificates and approvals of all third parties and/or governmental agencies, including without limitation any governmental agency or authority of the United States, or other jurisdiction whose approval is necessary for Buyer to consummate the transactions contemplated by this Agreement have been obtained.

4.5 Disclosure. No representation or warranty in this Article 4, and no statement contained elsewhere in this Agreement or in any schedule, exhibit, certificate or other document furnished or to be furnished by Buyer to Sellers pursuant hereto or in connection with the transactions contemplated under this Agreement contains any untrue statement of a material fact or omits or will omit to state a material fact or any fact necessary to make the statements contained therein not materially misleading.

4.6 Purchase for Investment. Buyer hereby represents and warrants to each Seller that Purchaser is acquiring the Purchased Interests for its own account, for investment, and not with a view to the distribution thereof in violation of the Securities Act of 1933 ("Securities Act") or of the state securities laws. Buyer understands that the Purchased Interests have not been registered under the Securities Act or the state securities laws, by reason of their sale to the Sellers in transactions exempt from registration; and, that the Purchased Interests must be held by Purchaser indefinitely unless a subsequent disposition thereof is registered under the Securities Act or is exempt from registration.

Buyer represents and warrants to the Sellers that the sale of the Purchased Interests to it hereunder is exempt from registration under the provisions of Section 4(2) of the Securities Act of 1933. The Purchased Interests shall carry a restrictive legend which shall include language substantially similar to the following:

"These securities have not been registered under the United States *Securities Act of 1933*, as amended, or the laws of any state, and are being issued pursuant to an exemption from registration pertaining to such securities and pursuant to a representation by the security holder named hereon that said securities have been acquired for purposes of

investment and not for purposes of distribution. These securities may not be offered, sold, transferred, pledged or hypothecated in the absence of registration, or the availability of an exemption from such registration.”

4.7 Acknowledgment of Disclaimer of Profits. Buyer expressly acknowledges and agrees that none of Sellers has made any representation or warranty with respect to the future profitability or financial prospects of the Company after the Closing Date.

5. COVENANTS OF THE SELLERS.

The Sellers covenant and agree as follows throughout the period from the date hereof through and including the Closing:

5.1 Restrictions. Sellers, jointly and severally shall cause the Company to conduct the business and operations in which it is engaged only in the ordinary course and in accordance with sound business practices in substantially the manner in which such business and operations have been previously conducted and, furthermore, without limiting the generality of the foregoing, Sellers, jointly and severally, shall cause the Company to not (except with the prior written consent of the Buyer):

(a) Redeem, purchase, repurchase or retire any of the membership interests of the Company, or declare or pay any dividends or make any other payments or distribution upon any of the membership interests of the Company;

(b) Make or permit any material change in or cease in whole or in significant part its present business;

(c) Sell, lease, transfer or otherwise dispose of all or any material portion of its assets including, without limitation, rights to patents, know-how, intellectual property or other intangible assets or cancel any debts or claims, except sales of inventory in the ordinary course of business or immaterial amounts of other intangible personal property not required in the business;

(d) Make any change in the Certificate of Incorporation or Bylaws of the Company;

(e) Make any change in the authorized or issued and outstanding membership

interests of the Company including any changes involving treasury shares;

(f) Grant any options or rights to purchase any membership of the Company;

(g) Effect any dissolution, winding up, liquidation or termination of the business of the Company;

5.2 Notice of Breach. To the extent Sellers obtain actual knowledge that any of the representations or warranties contained in Article 3 hereof would be incorrect in any material respect were those representations or warranties made immediately after such knowledge was obtained, Sellers shall notify Buyer in writing promptly of such fact and exercise their reasonable efforts to remedy same to the extent within Sellers' control.

5.3 Access. Sellers will permit Buyer, its counsel, its auditors and its appraisers to inspect and copy all records and documents in the Company's and Sellers' custody, care or control and to have access to all places of their business throughout all regular business hours, provided such inspections do not unduly disrupt the conduct of business, provided, further, that Buyer shall not contact the Company's customers or suppliers without the prior written consent of Sellers, which consent shall not be unreasonably withheld or delayed.

5.4 Authorization from Others. Sellers shall use their reasonable efforts to obtain all authorizations, consents and approvals of third parties or governmental agencies that may be required to permit the consummation of the transactions contemplated by this Agreement.

5.5 Consummation of Agreement. Sellers shall use their reasonable efforts to satisfy all conditions to the Closing that are within their control to the end that the transactions contemplated by this Agreement shall be fully carried out.

5.7 Business Intact: Relationships with Customers and Suppliers. Sellers shall use their best efforts to keep intact the business of the Company, to keep available its key employees and to maintain the goodwill of its customers, distributors and suppliers and other persons having business dealings with it.

6. COVENANTS OF SELLERS AND BUYER.

6.1 Regulatory Filings. Each of the parties hereto will furnish to the other party

hereto such necessary information and reasonable assistance as such other party may reasonably request in connection with its preparation of necessary filings or submissions to any governmental agency. Buyer and Sellers each agree to timely file any information reports, applications or notices required to be filed in connection with the transactions contemplated by this Agreement by the (i) Hart-Scott-Rodino Antitrust Improvements Act and the regulations promulgated thereunder (the "HSR Act") and (ii) the Omnibus Trade and Competitiveness Act of 1988 (the "1988 Trade Act").

6.2 Consummation of Agreement. Buyer shall use its reasonable efforts to satisfy all conditions to the Closing that are within its control to the end that the transaction contemplated by this Agreement shall be fully carried out.

6.3 Authorization From Others. Buyer shall use its reasonable efforts to obtain all authorizations, consents and approvals of third parties or governmental agencies that may be required to permit the consummation of the transactions contemplated by this Agreement.

7. **CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER TO CLOSE.**

The obligation of Buyer to acquire the Purchased Interests as contemplated hereby, and to perform its other obligations hereunder to be performed on or after the Closing, shall be subject to the fulfillment, on or prior to the Closing Date, unless otherwise waived in writing by Buyer, of the following conditions:

7.1 Representations and Warranties. The representations and warranties of Sellers set forth in Article 3 hereof shall be true and correct in all material respects on the Closing Date as if made on and as of such date, and Buyer shall have received a certificate to such effect, executed by Sellers and dated as of the Closing Date, in form satisfactory to Buyer.

7.2 Performance of Covenants. Sellers shall have performed all of their covenants and obligations contained in this Agreement to be performed on or prior to the Closing Date, and Buyer shall have received a certificate to such effect, executed by the Sellers and dated as of the Closing Date, in form satisfactory to Buyer.

7.3 Threatened or Pending Proceedings. No proceedings shall have been initiated or threatened by any governmental department, commission, bureau, board, agency or instrumentality, foreign or domestic, or any other bona fide third party seeking to enjoin or otherwise restrain or to obtain an award for damages in connection with the consummation of the transactions contemplated hereby.

8. CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS TO CLOSE.

The obligation of Sellers to sell the Purchased Interests as contemplated hereby, and to perform their other obligations hereunder to be performed on or after the Closing, shall be subject to the fulfillment, on or prior to the Closing Date, unless otherwise waived in writing by the Sellers, of the following conditions:

8.1 Representations and Warranties. The representations and warranties of Buyer set forth in Article 4 hereof shall be true and correct in all material respects on the Closing Date as if made on and as of such date, and the Sellers shall have received a certificate to such effect, executed by the President or any Vice President of Buyer and dated as of the Closing Date, in form satisfactory to the Sellers.

8.2 Performance of Covenants. Buyer shall have performed all of its covenants and obligations contained in this Agreement to be performed on or prior to the Closing Date, and the Sellers shall have received a certificate to such effect, executed by the President or any Vice President of the Buyer and dated as of the Closing Date, in form satisfactory to Sellers.

8.3 Corporate Action. All corporate action necessary to authorize (i) the execution, delivery and performance by Buyer of this Agreement and any other agreements or instruments contemplated hereby to which Buyer is a party and (ii) the consummation of the transactions and performance of its other obligations contemplated hereby and thereby shall have been duly and validly taken by Buyer, and the Sellers shall have been furnished with copies of all applicable resolutions adopted by the Board of Directors of Buyer, certified by the Secretary or Assistant Secretary of Buyer.

8.4 Threatened or Pending Proceedings. No proceedings shall have been initiated or threatened by any governmental department, commission, board, bureau, agency or instrumentality, foreign or domestic, or any other bona fide third party seeking to enjoin or otherwise restrain or to obtain an award for damages in connection with the consummation of the transactions contemplated hereby.

8.5 Delivery of Certificates and Documents to Sellers. The Buyer shall have delivered, or cause to be delivered, to the Sellers certificates as to the legal existence and good standing of Buyer issued by the State of and/or such other appropriate official thereof.

9. **TERMINATION OF AGREEMENT.**

9.1 Termination. At any time prior to the Closing Date, this Agreement may be terminated (i) by the consent of the Buyer and Sellers, (ii) by Sellers if there has been a material misrepresentation, breach of warranty or breach of covenant by Buyer in its representations, warranties and covenants set forth herein, (iii) by Buyer if there has been a material misrepresentation, breach of warranty or breach of covenant by the Sellers in their representations, warranties and covenants set forth herein, (iv) by the Sellers if the conditions stated in Article 8 have not been satisfied at or prior to the Closing Date or (v) by Buyer if the conditions stated in Article 7 have not been satisfied at or prior to the Closing Date.

9.2 Effect of Termination. If this Agreement shall be terminated as above provided, this Agreement shall become null and void and have no effect all obligations of the parties hereunder shall terminate without liability of any party to the other; provided however, that nothing in this Section 9.2 shall prevent any party from seeking or obtaining damages or appropriate equitable relief for the breach of any representation, warranty or covenant made by any other party hereto.

9.3 Right to Proceed. Anything in this Agreement to the contrary notwithstanding, if any of the conditions specified in Article 7 hereof have not been satisfied at or prior to the Closing, Buyer, having otherwise satisfied its obligations or met conditions to Closing hereunder, shall have the right to proceed with the transactions contemplated hereby without

waiving any of its rights hereunder, and if any of the conditions specified in Article 8 hereof have not been satisfied at or prior to the Closing, the Sellers, having otherwise satisfied their obligations or met conditions to Closing hereunder, shall have the right to proceed with the transactions contemplated hereby without waiving any of their rights hereunder.

9.4 Notice of Breach. To the extent Buyer obtains knowledge before the Closing Date that any of the representations or warranties contained in Article 4 hereof would be incorrect in any material respect were those representations or warranties made immediately after such knowledge was obtained, the Buyer shall notify Seller in writing promptly of such fact and exercise its reasonable efforts to remedy same to the extent within Buyer's control.

10. RIGHTS AND OBLIGATIONS SUBSEQUENT TO CLOSING.

10.1 Survival of Representations and Warranties. All representations, warranties, covenants and obligations herein shall be deemed to have been relied upon by the other party, shall survive the execution and delivery of this Agreement.

10.2 Further Assurances. From time to time after the Closing and without further consideration, the parties will execute and deliver, or arrange for the execution and delivery of such other instruments of conveyance and transfer and take such other action or arrange for such other actions as may reasonably be requested to more effectively complete any of the transactions provided for in this Agreement or any document annexed hereto.

11. INDEMNIFICATION AND SETOFF.

11.1 Indemnification by the Sellers. The Sellers hereby agree jointly and severally, to defend, indemnify and hold Buyer, the Company and their respective officers, directors, shareholders, employees, agents, attorneys and representatives, harmless from and against any damages, liabilities, losses and expenses (including, without limitation, reasonable attorneys' fees) which may be sustained or suffered by Buyer or Company arising out of, based upon, or by reason of a breach of any representation or warranty, or a failure to perform any agreement or covenant made by the Sellers in this Agreement.

11.2 Indemnification by the Buyer. The Buyer hereby agrees to defend, indemnify and

hold the Sellers and their respective employees, agents, attorneys, and representatives, harmless from and against any damages, liabilities, losses and expenses (including, without limitation, reasonable attorneys' fees) which may be sustained or suffered by the Sellers arising out of, based upon, or by reason of a breach of any representation or warranty, or a failure to perform any agreement or covenant, made by the Buyer in this Agreement or in any exhibit, schedule, certificate or financial statement delivered hereunder, or arising out of, based upon, or by reason of any claim, action or proceeding asserted or instituted growing out of any matter or thing covered by such breached representations, warranties or covenants.

11.3 Notice: Defense of Claims. Each party to this Agreement shall give prompt written notice to the other party or parties to this Agreement under each claim for indemnification hereunder specifying the amount and nature of the claim, and of any matter which is likely to give rise to an indemnification claim. Each party to this Agreement has the right to participate at its own expense in the defense of any such matter or its settlement, or the indemnified party may direct the indemnifying party to take over the defense of such matter so long as such defense is expeditious. Failure to give timely notice of a matter which may give rise to an indemnification claim shall not affect the rights of the indemnified party to collect such claims from the indemnifying party so long as such failure to so notify does not materially adversely affect the indemnifying party's ability to defend such claim against a third party. No indemnifying party, in the defense of any claim or litigation shall, except with the consent of an indemnified party, which consent shall not be unreasonably withheld or delayed, consent to entry of any judgment or enter into any settlement by which such indemnified party is to be bound and which judgment or settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

12. NON-DISCLOSURE COVENANTS.

12.1 Disclosure of Information. It is understood that the business of Company is of a confidential nature. Prior to the date hereof the Company may have revealed and on or after the

date hereof the Company may reveal to the Sellers confidential information concerning Company or any of Company's affiliates or subsidiaries which, if known to competitors thereof, would damage Company or its said affiliates or subsidiaries. The Sellers agree that they will never divulge or appropriate to their own use, or to the use of any third party, any secret or confidential information or knowledge obtained by them concerning Company or its subsidiaries or affiliates, including, but not limited to, information pertaining to methods, processes, designs, equipment, catalogs, customer lists and operating procedures. The restrictions contained in this paragraph against disclosing or using confidential information shall not apply to information which is in the public domain other than by reason of Sellers' breach of this Agreement or to information previously disclosed by Sellers or the Company to prospective purchasers of the Company, which prospective purchasers have executed and delivered nondisclosure agreements to the Company. Sellers represent that such confidentiality agreements are contracts between the Company and such prospective buyers and that they provide in pertinent part for inter alia: a prohibition on the prospective buyer's use or disclosure of such confidential information, a return (except for one certain prospective buyer) of the confidential material at the Company's request, and a prohibition on solicitation of the Company's employees for a period after the date of execution of the confidentiality agreement.

13. MISCELLANEOUS.

13.1 Taxes. Any taxes in the nature of a sales or transfer tax and any stock transfer tax, payable on the sale or transfer of all or any portion of the Purchased Interests or the consummation of any other transaction contemplated hereby shall be paid by Sellers.

13.2 Assignability. Neither this Agreement nor any rights or obligations hereunder, are assignable by Sellers or the Company. The rights of Buyer under this Agreement are assignable in part or wholly to any company controlled by, controlling or under common control with Buyer and any assignee of Buyer shall succeed to and be possessed of the rights of Buyer hereunder to the extent of the assignment made; provided, however, that and such assignment by Buyer shall not relieve Buyer of its obligations hereunder. In addition, after the Closing, Buyer

may assign all of its rights and/or obligations under this Agreement to any person who acquires either the stock of Buyer or the Company, or substantially all of the assets of the Company; provided, however, that any such assignment by Buyer shall not relieve Buyer of its obligations hereunder.

13.4 Section Headings. The Section and paragraph headings in this Agreement are for convenience of reference only and shall not be deemed to alter or affect provisions thereof. All Exhibits and/or Schedules hereto shall be initialed for identification or may be physically annexed hereto, but in either event such Exhibits or Schedules shall be deemed to be a part hereof.

13.5 Waiver. Neither the failure nor any delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy or preclude any further or other exercise thereof, or the exercise of any other right, power or remedy.

13.6 Expenses. Except as otherwise provided herein, the Buyer and Sellers shall pay the fees and expenses of their respective accountants and legal counsel incurred in connection with the transactions contemplated by this Agreement.

13.7 Notices. Any notices required or permitted to be given hereunder shall be given in writing and delivered in person or sent certified mail, postage prepaid, return receipt requested, to the respective parties at their addresses set forth at the beginning of this Agreement or at such other addresses as may hereinafter be designated by such party in writing to other parties.

13.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Nevada.

13.9 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transaction contemplated herein and shall not be modified or amended except by an instrument in writing signed by the parties hereto.

13.10 Validity. The invalidity or unenforceability of any particular provision of this

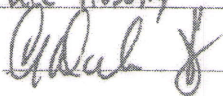
Agreement shall not affect any other provisions hereof, and this Agreement shall be construed in all other respects as if such invalid and unenforceable provisions were omitted.

13.11 Execution Capacity of Sellers. Each of the Sellers hereby acknowledge that their execution of this Agreement as provided below, whether personally or through their attorney-in-fact, shall be in their individual capacities as well as in their capacities as shareholders of the Company.

13.12 Counterparts. This Agreement may be signed in any number of counterparts each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, we have set our hands and seals as of the date first above written.

SPECTRUM ACQUISITION HOLDINGS, INC.

By: A. Pale Henry, President
Signature: 

THE GOOD ONE INC.

By: MICHELE McDONALD, PRESIDENT
Signature: Michele McDonald, President

AVALON PERSPECTIVES LTD, LLC

By: MICHELE McDONALD, MANAGING MEMBER
Signature: Michele McDonald, Managing Member

Exhibit B

Convertible Note

CONVERTIBLE PROMISSORY NOTE

Principal Amount: \$ 2,200,000.00

September 24, 2010

FOR VALUE RECEIVED, Spectrum Acquisition Holdings Inc., a Nevada corporation (the "Company") with principal offices located at 4301 W. William Cannon, Suite B-150, #253, Austin, TX 78749, promises to pay to The Good One, Inc., a Nevada corporation (the "Holder"), with principal offices located at 3540 West Sahara Avenue, #657, Las Vegas, NV 89102, the principal sum of Two Million Two Hundred Thousand (\$2,200,000.00) dollars and no cents. Interest shall accrue from the date of this Note on the unpaid principal amount at a rate equal to Five (5%) Percent, compounded at the end term of this Note. This Note is in connection with the sale of Graham Gulch Gold Mines by Holder (Managing Member) to the Company. This Note is subject to the following terms and conditions:

SECTION 1- PAYMENT OBLIGATION

If not sooner converted into "Common Stock", as defined in Section 2.1 below, the principal amount of this Note together with the interest accrued thereon shall be due and payable on March 24, 2011 (the "Maturity Date").

SECTION 2 - CONVERSION

2.1. Automatic Conversion: Subject to and upon compliance with this Section 2.1, on the date (the "Conversion Date") on which the Holder receives the "Certificate of Satisfaction" (as defined in Section 2.2 below) this Convertible Promissory Note shall without any action required on the part of the Company or the Holder, automatically convert into, and the Holder shall be entitled to receive in lieu of payment of the indebtedness evidenced hereby, a number of shares of "Common Stock" equal to the equal to the product of the principal

amount at thirty (30%) percent of the bid price on an average of the closing of the previous three days of trading of conversion date.

2.2. Conversion Conditions: The Board of Directors of the Company has represented and warranted that the Company will at all times have the authorized number of common shares to provide for the debt conversion in totality, and provide the Holder with the convertible shares as per Section 2.3.

Subject to the fiduciary duties of their respective directors, officers and agents under applicable law, the Company and the Holder shall their reasonable best efforts to promptly to take or cause to be taken all the actions and to do or cause to be done all things necessary, proper or advisable to satisfy the Conversion Conditions.

2.3. Issuance of the Certificates: As promptly after the Conversion Date as reasonably practicable, the Company shall instruct the transfer agent to issue and deliver to the Holder, at the address of the Holder set forth herein, without any charge to the Holder, a certificate or certificates, in the name of the Holder or in such name as the Holder may designate, the number of full shares of Common Stock of the Company issuable upon the conversion of this Convertible Promissory Note.

2.4. Status on Conversion: Upon conversion of this Convertible Promissory Note, the Holder shall be deemed to have become the stockholder of record of the shares of Common Stock into which this Convertible Promissory Note is converted on the Conversion Date (unless the transfer books of the Company are closed on that date, in which event the Holder shall become the stockholder of record on the next succeeding day on which the transfer books are open). The Holder may not convert into more than nine and nine tenths (9.9%) percent of the current outstanding shares of Common Stock of the Company at anyone time.

2.5. Taxes Upon Conversion: The Company shall pay any and all taxes (other than taxes in respect of income or gross receipts) that may be payable in respect to the issuance and delivery of the shares of Common Stock on conversion of

this Convertible Promissory Note. The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in any name other than the name of the Holder, and the Company shall not be required to issue or deliver such shares of Common Stock until or unless the person or persons requesting the issuance thereof shall have paid to the Company the amount of any such tax or shall have established to the satisfaction of the Company that any such taxes have been paid.

2.6. Elimination of Fractional Interests: The Company, upon conversion of this Convertible Promissory Note, shall not issue any fractional shares of Common Stock, nor shall the Company be required to pay cash in lieu of fractional interests, it being the intent of the parties that all fractional interests be eliminated and that all issuances of Common Stock shall be rounded up to the nearest whole share.

2.7. Conversion Price: The Conversion Price of this Convertible Promissory Note is thirty percent (30%) of bid price for each One (\$1.00) Dollar of indebtedness including unpaid principal and interest accrued thereon as of the Maturity Date per share.

2.8. Effect of Reclassification, Consolidation, Merger etc.: In case of the reclassification or change of the outstanding shares of Common Stock (other than a change from no par value to par value or vice versa, or as a result of a subdivision or combination), or in the case of any consolidation or merger of the Company into or with another corporation (other than a consolidation or merger in which the Company is the surviving corporation and which does not result in the reclassification or change of outstanding shares of Common Stock except a change as a result of a subdivision or combination of such shares or a change in par value as set forth above), or in the case of a sale or conveyance to another corporation of all of the assets of the Company, this Convertible Promissory Note shall be converted on the Conversion Date into the kind and number of shares of stock and/or other securities or property receivable upon such reclassification, change, consolidation, merger, sale, or conveyance by a holder of the number

of shares of Common Stock into which this Convertible Promissory Note might have been converted before the time of determination of the stockholders of the Company entitled to receive such shares of stock, and /or other securities or property. The Company shall be obligated to retain and set aside, or otherwise make fair provision for exercise of the right of the Holder to receive shares of stock, and/or other securities or property provided for in this Section 2.8.

2.9. Reservation and Listing of Shares for Issuance: At all times from and after the first date on which the Conversion Conditions are satisfied, the Company shall reserve and keep available out of its authorized and unissued shares of Common Stock such number of its duly authorized shares as shall from time to time be sufficient to effect the conversion of this Convertible Promissory Note. The Company covenants that all shares of Common Stock issued upon conversion of this Convertible Promissory Note in compliance with the terms hereof will be duly and validly issued and fully paid and non-assessable. From and after the first date on which the Conversion Conditions are satisfied, the Company shall use its reasonable best efforts to cause all shares of Common Stock issued upon conversion of this Convertible Promissory Note to be listed (subject to official notice of issuance) on all securities exchanges on which the Common Stock is then listed.

SECTION 3 - SECURITY:

This Convertible Promissory Note may be secured by a Security Agreement of even date herewith (the "Security Agreement") between the Company and the Holder. Reference is made hereby to the Security Agreement, if any, for a description of the collateral pledged pursuant thereto, and any holder this Convertible Promissory Note is entitled to the benefit of the security interest therein

SECTION 4 - TRANSFER, EXCHANGE, REPLACEMENT:

The Convertible Promissory Note may be assignable and shall be transferable only on the note register of the Company maintained at the office of the

Company's transfer agent, or at the principal executive offices of the Company, upon delivery thereof duly endorsed by, or accompanied (if required by the Company) by proper evidence of succession, assignment or authority to transfer by the Holder, in each case accompanied by any transfer tax imposed upon transfer or evidence thereof. In addition, prior to such transfer, the Holder (and , if applicable the proposed transferee) shall comply with the terms of SECTION 6.2 hereof. Upon any registration of the transfer, the Company shall execute a new Convertible Promissory Note to the person entitled thereto. The Company may deem and treat the person in whose name this Convertible Promissory Note is registered as the absolute, true and lawful owner of this Convertible Promissory Note for all purposes. Upon receipt by the Company of evidence reasonable satisfactory to them of theft, loss, destruction or mutilation of this Convertible Promissory Note, the Company shall make and deliver a new Convertible Promissory Note of like tenor in lieu of this Convertible Promissory Note, if (i) in case of loss, theft or destruction the Company receives indemnity and security reasonable satisfactory to them, (ii) the Company is reimbursed for all expenses incidental to such replacement, and (iii) this Convertible Promissory Note is surrendered and cancelled, if mutilated.

SECTION 5 - PREPAYMENT:

The principal payment of this Convertible Promissory Note may be prepaid by the Company at any time sooner than the Maturity Date without penalty.

SECTION 6 - ACQUISITION FOR INVESTMENT AND RESTRICTIONS ON TRANSFER:

6.1 Investment Intent:

a) The Holder, by acceptance of this Convertible Promissory Note, represents that this Convertible Promissory Note and any shares of Common Stock issuable upon conversion of this Convertible Promissory Note are being and will be acquired for the Holder's own account for investment and not with a view to resale in connection with, the distribution thereof in violation of applicable

securities laws, and that the Holder has no present intention of reselling this Convertible Promissory Note or any such shares of Common Stock;

b) The Holder, by acceptance of this Convertible Promissory Note, further represents that it has not offered nor sold this Convertible Promissory Note, or any shares of Common Stock into which this Convertible Promissory Note is convertible, directly or indirectly to any other "Person" as defined Section 9.1 hereof, and that the Holder is not acquiring this Convertible Promissory note for the account of any such Common Stock for the account of any other Person.

6.2 Restrictions on Transfer: The Holder, by acceptance of this Convertible Promissory Note, agrees that it will not sell, transfer, assign, pledge, hypothecate or otherwise dispose of this Convertible Promissory Note or any of the shares of Common Stock issuable upon conversion thereof, or any interest in the same unless: (i) a registration statement under the Securities Act of 1933, as amended (the "Act"), covering the sale of this Convertible Promissory Note or the shares of Common Stock issuable upon the conversion thereof, as the case may be, is in effect; (ii) the Holder first provides the Company with an Opinion of Counsel (which may be counsel for the Company) reasonably satisfactory to the Company that such sale, transfer, assignment, pledge, or hypothecation or other disposition will be exempt from registration and the prospectus delivery requirements under the Act; or (iii) such sale, transfer, assignment, pledge, hypothecation or other disposal shall be made to a corporation or entity which is wholly-owned by the Holder, or by which the Holder is wholly-owned;. Any such sale, transfer, assignment, pledge, hypothecation or other disposition shall also comply with applicable state securities or "Blue Sky" laws.

6.3 Legends: Certificates evidencing shares of Common Stock issuable upon conversion of this Convertible Promissory Note shall bear the following legend:
"THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AND HAVE BEEN TAKEN FOR INVESTMENT PURPOSES ONLY AND NOT WITH A VIEW TO THE DISTRIBUTION THEREOF IN VIOLATION OF APPLICABLE SECURITIES LAWS, AND SUCH SECURITIES MAY NOT BE SOLD OR TRANSFERRED

UNLESS THERE IS AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT COVERING SUCH SECURITYIES OR THE COMPANY RECEIVES AN OPINION OF COUNSEL (WHICH MAY BE COUNSEL FOR THE COMPANY) REASONABLE ACCEPTABLE TO THE COMPANY STATING THAT SUCH SALE OR TRANSFER IS EXEMPT FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SUCH ACT.”

The certificates representing such shares of Common Stock, and each certificate issued upon transfer thereof, also shall bear any legend required under any applicable state securities or “Blue Sky” laws. The Holder consents to the Company's making a notation on its records or giving instructions to its transfer agent of the Common Stock in order to implement the restrictions on transfer of the shares of Common Stock issuable upon conversion of this Convertible Promissory Note and this Convertible Promissory Note set forth herein. The Company shall remove any legend endorsed on this Convertible Promissory Note or on such a certificate, and any transfer instructions and record notations with respect to this Convertible Promissory Note and shares of Common Stock issuable upon the conversion hereof, and shall issue a Convertible Promissory Note or such a certificate without such legend to the Holder, provided: (i) this Convertible Promissory Note and any Common Stock issuable upon the conversion hereof, is registered under the Act and under applicable state securities laws, as the case may be; or (ii) the Holder provides the Company with and opinion of counsel (which may be counsel for the Company) reasonably acceptable to the Company to the effect a public sale or transfer of this Convertible Promissory Note and such shares of Common Stock may be made without registration under the Act or under any applicable state securities laws, as the case may be.

SECTION 7 - DEFAULT:

7.1 Events of Default: The occurrence and the continuance of any one or more of the following events shall constitute an “Event of Default” hereunder:

a) The Company fails to pay any amount due under this Convertible Promissory Note within Five (5) Days of the date when due;

b) The Company fails to observe, comply or perform any covenant, agreement, or term contained in this Convertible Promissory Note, and, if subject to remedy, the same is not remedied within Thirty (30) Days of written notice from the Holder, provided, however, that such Thirty (30) Day period shall be extended for an additional Thirty (30) Days so long as within such original Thirty (30) Day period the Company has commenced to cure and are proceeding with due diligence to cure such failure; or

c) The Company makes a general assignment for the benefit of creditors; any proceeding is instituted by or against the Company seeking to adjudicate it a bankrupt or insolvent, seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief or composition of its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debts, or seeking the entry of an order for relief or appointment of a receiver, trustee or other similar official for it or for any substantial part of its property, provided that, in any such case, if the same is dismissed or vacated within Sixty (60) Days of being instituted, then any such default shall be deemed cured; or the Company takes any corporate action to authorize any of the actions set forth above.

7.2 Remedies: Upon any "Event of Default", the Holder, at its sole discretion, declare the entire amount of principal and accrued interest thereon immediately due and payable, by written notice to the Company, in which event the Company shall pay the entire unpaid balance and the accrued and unpaid interest thereon. No delay or omission of the Holder to exercise any right or power occurring upon any Event of Default, shall impair any such right or power or shall be construed as a waiver of any such Event of Default or an acquiescence therein. To the fullest extent of the law, the Holder's rights and remedies hereunder shall be cumulative, and the Holder shall have all other remedies and rights not inconsistent herewith as are provided under the Uniform Commercial Code as in effect in the relevant jurisdictions, by law or equity. No exercise by the Holder of one right or remedy shall be deemed an election, no waiver of any default of the

Company by the Holder shall be deemed a continuing waiver, and no delay by the Holder shall be deemed a waiver, election or acquiescence by the Holder.

7.3 Waivers: The Company waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of acceleration, notice of protest and non-payment, notice of costs and expenses or losses thereon, notice of interest on interest and delinquency in taking any action to collect any sums owing under this Convertible Promissory Note or in a proceeding any of the rights or interests into collateral, if any, securing this Convertible Promissory Note.

SECTION 8 - REGISTRATION RIGHTS:

The Company and the Holder, by acceptance of this Convertible Promissory Note agree that at the time of any registered offering by the Company to piggy back registration rights with respect to this Convertible Promissory Note and the issuable shares of Common Stock upon conversion hereof.

SECTION 9 - MISCELLANEOUS:

9.1 Definitions: "Person" shall mean any individual or entity, including without limitation any corporation, trust, partnership or joint venture.

9.2 Merger, Consolidation and Sale: Nothing contained herein shall be construed to prevent any consolidation or merger of the Company with another corporation or corporations (whether affiliated or not with the Company) or successive consolidations or mergers in which the Company or its successor or successors shall be a party or parties, or to prevent any sale or conveyance of all or a substantial part of the assets of the Company to any other corporation or corporations (whether or not affiliated with the Company) authorized to acquire and operate the same.

9.3 Notice: Any and all notices, requests, demands, designations, consents, offers, acceptances or any other communications to be given by any party to any other party under the terms and conditions of this Convertible Promissory Note shall be in writing, personally delivered, or sent by first class mail, registered or

certified, postage pre-paid, or sent by reputable overnight courier service, facsimile, telecopy or telex, addressed as follows:

If to the Company: Spectrum Acquisition Holdings Inc.
4301 W. William Cannon
Suite B-150, #253,
Austin, TX 78749

If to the Holder: The Good One, Inc. as Managing Member of
Avalon Perspectives Ltd., LLC
3540 West Sahara, #657
Las Vegas, NV 89102

Each notice shall be deemed to have been given (a) when received if delivered personally or sent by facsimile, telex or telecopy; (b) three (3) days after deposit in the United States mail, first class mail, registered or certified, postage pre-paid and addressed as set forth above; or (c) 48 hours after deposit with a reputable overnight courier service, pre-paid and addressed as set forth above. Notwithstanding the foregoing failure of either party to provide the other party's counsel a copy of any communication or notice shall not affect the validity or enforceability thereof.

9.4 Successors: All covenants, agreements, representations and warranties contained herein shall bind the parties, their respective directors, officers, administrators, legal representatives, successors and assigns.

9.5 Governing Law: This Convertible Promissory Note is delivered in the State of Nevada and shall be construed and interpreted in accordance with the laws of the State of Nevada without application of the conflict of laws provisions thereof. Each of the parties herein consent to the jurisdiction of any federal or state court in the State of Nevada having proper venue, and consent to the service of process by any means authorized by federal or state law.

9.6 Attorneys Fees: If any action in law or equity is necessary to enforce the terms and conditions of this Convertible Promissory Note or the rights and obligations of the parties in relation hereto, the prevailing party shall be entitled, in addition to any relief granted, to all costs and expenses incurred by such

prevailing party, including without limitation reasonable attorney's fees. In the event a party appeals a decision and prevails at appeal, the prevailing appellant shall be entitled, in addition to all costs and expenses, including reimbursement of reasonable attorney's fees, associated with the appeal, to be reimbursed any and all expenses, including reasonable attorney's fees paid to the other party under this paragraph. If the appellant does not prevail at appeal, the appellant shall pay all costs and expenses of the appeal, including reasonable attorney's fees.

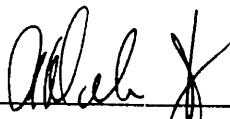
IN WITNESS WHEREOF, the parties have set their hand and seals the date first set above.

Maker/Borrower:

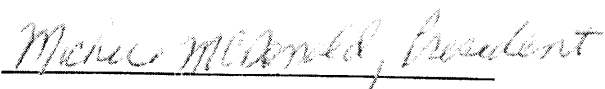
Payee/Holder:

For: Spectrum Acquisition Hldgs

For: The Good One, Inc.



Dale Henry, President



Michele McDonald, President

Exhibit C

Amended Articles of Incorporation



ROSS MILLER
 Secretary of State
 204 North Carson Street, Suite 1
 Carson City, Nevada 89701-4520
 (775) 684 5708
 Website: www.nvsos.gov



090201

Certificate of Amendment
 (PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

**Certificate of Amendment to Articles of Incorporation
 For Nevada Profit Corporations
 (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)**

1. Name of corporation:

Spectrum Acquisition Holdings, Inc

2. The articles have been amended as follows: (provide article numbers, if available)

Fourth: The authorized common stock of the corporation shall be One Billion (1,000,000,000) Shares with a stated par value of \$0.001.

The authorized preferred stock of the corporation shall be Ten Million (10,000,000) Shares with a stated par value of \$0.001.

The Board of Directors, at its sole discretion, and pursuant to the by-laws of the corporation, shall be authorized hereby to issue the preferred shares in sequential series each having different preferences, rights and conversion.

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise a least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is:

26,227,456 (57%)

4. Effective date of filing: (optional)

4/5/10

(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X

Adalah J., President

Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

Nevada Secretary of State Amend Profit-After
 Revised: 3-6-09