

COVENANT NOT TO COMPETE

This COVENANT NOT TO COMPETE ("Covenant") is entered into this 8th day of October, 1999, by GILBERT CARREAU ("Carreau"), for the benefit and in favor of SPECTRUM RESOURCES TOWERS, L.P., a Delaware limited partnership, its successors or assigns ("Spectrum").

WHEREAS pursuant to a Letter Agreement executed June 25, 1999 ("Letter Agreement") by and between Spectrum and Carreau, Carreau agreed to sell to Spectrum and Spectrum agreed to purchase for the consideration set forth in the Letter Agreement, certain assets of Carreau known as the "Tower" (defined in the Letter Agreement), conditioned in part on Carreau's providing and executing a covenant to not compete.

NOW THEREFORE, pursuant to the Letter Agreement and in consideration of its provisions and as a material inducement to the parties to complete the transactions provided in the Letter Agreement, Spectrum and Carreau further agree as follows:

1. Carreau, for a period of five (5) years from and after the date of closing of the transaction described in the Letter Agreement ("Closing Date"), shall not compete with, directly or indirectly, nor have any interest in any entity that competes with, directly or indirectly, Spectrum in the businesses of communications tower rental, or communications tower construction, or communications site rental, within twenty (20) miles of the real property on which the Tower is located.
2. "Compete," as used in Paragraph 1, above, includes, but is not limited to, engaging in the aforementioned businesses either as a principal, investor, officer, partner, consultant, lender, employee or in any other capacity, or soliciting, accepting, or obtaining any leases which would replace or compete with the existing "Tenant Leases" (as defined in the executed Assignment and Assumption of Tenant Leases delivered on or about the Closing Date), which are being transferred by Carreau to Spectrum.
3. The provisions of this Covenant are severable, it being the intention of the parties hereto that the invalidity or unenforceability of any provision in this Covenant shall not affect or impair any other provision of this Covenant. In the event that a court of competent jurisdiction shall determine that any provision of this Covenant is invalid or unenforceable, Spectrum and Carreau agree that (i) the court may, to the extent permitted by law, prescribe a duration and/or a radius or area for the provisions of this Covenant that is reasonable and the parties agree to accept such determination subject to their rights of appeal, and (ii) in any event, the remaining provisions of this Covenant shall remain in full force and effect as if such invalid or unenforceable provision were modified as would be minimally necessary to render the resulting provision valid and enforceable.
4. Spectrum and Carreau agree that the covenants contained in Paragraphs 2 and 3 of this Covenant are reasonable and necessary for the protection of the interests of Spectrum in the Tower being purchased pursuant to the Agreement. Spectrum and Carreau further acknowledge that a violation of those Paragraphs 2 and 3, or any part thereof, shall give

rise to irreparable injury to Spectrum that is inadequately compensable in damages. Accordingly, upon a breach by Carreau of the covenants contained in Paragraphs 2 and 3, Spectrum shall be entitled to have a court of competent jurisdiction enter injunctive relief against Carreau, prohibiting any further breach of the covenants contained in those Paragraphs, and Carreau shall not assert in any such action that Spectrum has an adequate remedy at law. This provision shall not constitute an election of remedies.

5. Spectrum and Carreau acknowledge and agree that a specified portion of the Purchase Price paid from Spectrum to Carreau pursuant to the Letter Agreement has been paid from Spectrum to Carreau in consideration of Carreau's obligations under this Covenant.

"CARREAU"

GILBERT CARREAU

ACKNOWLEDGED:

"SPECTRUM"

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

By: _____

Name: _____

Title: _____



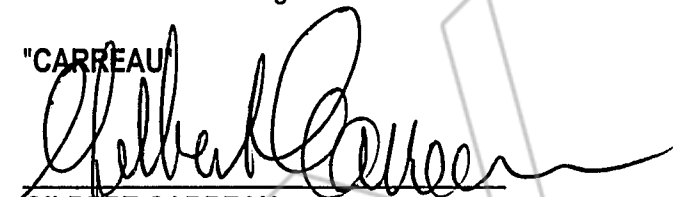
Carlos Roberts

President

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5. Spectrum and Carreau acknowledge and agree that a specified portion of the Purchase Price paid from Spectrum to Carreau pursuant to the Letter Agreement has been paid from Spectrum to Carreau in consideration of Carreau's obligations under this Covenant.

"CARREAU"



GILBERT CARREAU

ACKNOWLEDGED:

"SPECTRUM"

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

By: _____
Name: _____
Title: _____



STATE OF NEVADA,

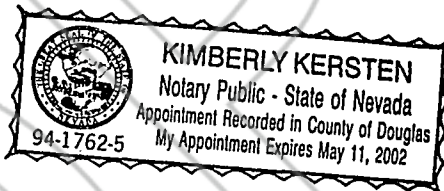
County of Douglas ss.

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

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

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

Signature of Notary



STATE OF NEVADA,

County of Douglas ss.

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

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

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

Signature of Notary

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

1999 OCT 21 PM 4:00

LINDA SLATER
RECORDER

\$ 10.00 PAID AV DEPUTY

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