

NationsBank

ISSUING BANK:
NATIONSBANK OF TEXAS, N.A.

APPLICANT:
PINNACLE TOWERS INC.
1549 RINGLING BLVD., 3RD FLOOR
SARASOTA, FL 34236

BENEFICIARY:
MARK SAPPERSTEIN
28 WALKER AVENUE
BALTIMORE, MD 21208

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NO. 950391
AMOUNT: \$8,341,300.00 (EIGHT MILLION THREE HUNDRED FORTY ONE
THOUSAND THREE HUNDRED AND NO/100 UNITED STATES DOLLARS)
ISSUE DATE: DECEMBER 03, 1997
INITIAL EXPIRY DATE: JANUARY 30, 1998

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. 950391 IN YOUR FAVOR (THE "LETTER OF CREDIT"), FOR THE ACCOUNT OF PINNACLE TOWERS INC. FOR A SUM NOT TO EXCEED U.S. \$8,341,300.00.

FUNDS UNDER THIS LETTER OF CREDIT WILL BE AVAILABLE BY YOUR DRAFT DRAWN ON US AT SIGHT IN THE FORM ATTACHED HERETO AS EXHIBIT "A" MARKED, "DRAWN UNDER NATIONSBANK OF TEXAS, N.A., IRREVOCABLE STANDBY LETTER OF CREDIT NO. 950391 DATED DECEMBER 03, 1997," AND ACCOMPANIED BY A CERTIFICATE PURPORTEDLY SIGNED BY YOU AS FOLLOWS:

- "1. THERE HAS OCCURRED AND IS CONTINUING A DEFAULT UNDER THAT CERTAIN PROMISSORY NOTE DATED DECEMBER 03, 1997 (THE "NOTE") BETWEEN PINNACLE TOWERS, INC. ("PURCHASER") AS MAKER AND MARK SAPPERSTEIN, AS PAYEE ("SELLER"); AND
2. THE AMOUNT DRAWN HEREUNDER DOES NOT EXCEED THE PRINCIPAL AMOUNT OWED TO SELLER UNDER THE NOTE; AND
3. SELLER HAS SENT PURCHASER, BY OVERNIGHT DELIVERY SERVICE, WRITTEN NOTICE OF THIS DRAW; AND
4. THE AMOUNT OF THE DRAFT PRESENTED WITH THIS CERTIFICATE IS DUE AND PAYABLE BY PURCHASER."

THIS LETTER OF CREDIT MAY BE TRANSFERRED IN FULL BY THE ISSUING BANK PROVIDED THAT YOU DELIVER TO US OUR WRITTEN FULL TRANSFER FORM H-4 ATTACHED. THE ORIGINAL LETTER OF CREDIT TOGETHER WITH ALL ORIGINAL AMENDMENTS (IF ANY) MUST BE RETURNED TO US WITH THE COMPLETED TRANSFER FORM AND PAYMENT OF OUR CUSTOMARY CHARGE OF 1/4 OF 1 PERCENT OF THE AMOUNT BEING TRANSFERRED, MINIMUM USD250.00.

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PARTIAL DRAWINGS ARE PROHIBITED.

WE HEREBY ENGAGE WITH YOU THAT DRAFTS DRAWN IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TO OUR OFFICE AT 901 MAIN STREET, 9TH FLOOR, DALLAS, TEXAS 75202, ATTN: STANDBY LETTER OF CREDIT DEPARTMENT AT OR BEFORE 5:00 P.M. OF THE DATE OF THE EXPIRATION OF THIS LETTER OF CREDIT, OR ANY FUTURE EXPIRATION DATE, ACCOMPANIED BY ALL DOCUMENTS AS SPECIFIED HEREIN.

EXCEPT AS MAY BE OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE LAWS OF THE STATE OF FLORIDA AND TO THE EXTENT NOT INCONSISTENT THEREWITH, THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" (1993 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 500.

SINCERELY,
NATIONSBANK OF TEXAS, N.A.

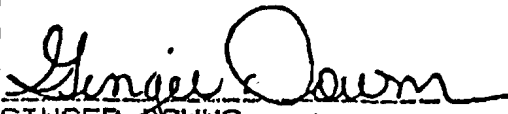

GINGER DOWNS
VICE PRESIDENT

EXHIBIT "A"

NATIONSBANK OF TEXAS, N.A.
901 MAIN STREET
9TH FLOOR
DALLAS, TEXAS 75202
ATTN: STANDBY LETTER OF CREDIT DEPARTMENT

PAY TO THE ORDER OF MARK SAPPERSTEIN AT SIGHT, THE SUM OF U.S. \$ _____ DRAWN UNDER NATIONSBANK OF TEXAS, N.A., IRREVOCABLE STANDBY LETTER OF CREDIT NO. 950391 DATED DECEMBER 03, 1997.

BY: _____
NAME: _____
TITLE: _____

FOR ASSISTANCE PLEASE CALL KEVIN S. YOUNG AT 214-508-3099

H-4 Request for a full transfer of the Documentary Credit with waiver of rights on amendments

Date: _____

To: NationsBank

Reference: _____
(Issuing Bank's Letter of Credit Number)

(Advising Bank's Letter of Credit Number)

The undersigned Beneficiary of the above referenced letter of credit hereby irrevocably transfers to:

(Name and complete address of the Transferee)
through

(Name/Address of Transferee's Bank, if known -if left blank, NationsBank will select a bank)

all rights of the undersigned Beneficiary in such Documentary Credit, to draw up to but not exceeding a sum of \$ _____ . The Transferee shall have the sole rights as Beneficiary (amount)

thereof, provided that this transfer expires on _____ (expiry date of the transfer but not later than the expiry date of the Credit)

In accordance with UCP 500 sub-Article 48 (d), the undersigned Beneficiary waives the right to refuse to allow the Transferring Bank to advise amendments made under the original Documentary Credit to the Transferee. Therefore, the Transferee shall have the sole rights as Beneficiary including sole rights relating to any amendments to the Documentary Credit whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the Transferee.

If you agree to these instructions, please advise the Transferee the terms and conditions of the transferred Credit and these instructions.

Please debit our account number _____ with NationsBank (or enclosed is a cashiers check) for \$ _____ representing your transfer fee calculated at the greater of 1/4% of the amount of the transfer or a minimum of \$250.00

We also enclose the original letter of credit and all original amendments for your endorsement.

Yours truly,

Authentication of Beneficiary Signature

Print or Type Name of Beneficiary

(Bank)

Beneficiary, Authorized Signature

(Authorized Signature and Title)
(The beneficiary's signature with title as stated conforms with that on file with us and is authorized for the execution of such instruments.)

Telephone No. _____