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AND AFTER RECORDING SHOULD BE RETURNED TO:

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**FIRST AMENDMENT TO LEASEHOLD MORTGAGE, ASSIGNMENT,  
SECURITY AGREEMENT AND FINANCING STATEMENT**

Inst # 2001-56491  
12/26/2001-56491  
10:12 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
009 CH 35.00

STATE OF ALABAMA           §  
   §  
COUNTY OF SHELBY       §

THIS FIRST AMENDMENT TO LEASEHOLD MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT AND FINANCING STATEMENT (this "*First Amendment*") is made and entered into effective as of September 7, 2001, by and between BANK OF AMERICA, N.A. (formerly known as NationsBank of Texas, N.A.), a national banking association ("*Bank of America*"), as the administrative lender (in such capacity Bank of America is called "*Administrative Lender*") on behalf of Bank of America, in its capacity as Administrative Lender and as a Lender, and each other Lender now and hereafter a party to the Credit Agreement (as defined below) (collectively, "*Secured Parties*" and singly, a "*Secured Party*") and Pinnacle Towers Inc., a Delaware corporation ("*Debtor*").

**BACKGROUND.**

1. Debtor, Administrative Lender and Secured Parties entered into the Credit Agreement dated as of September 10, 1996 (as amended, modified, renewed, extended or restated from time to time, the "*Credit Agreement*"). Unless otherwise defined herein, terms used herein shall have the meanings ascribed to them in the Credit Agreement. To secure the performance of Debtor's obligations under the Credit Agreement, Debtor executed and delivered the Leasehold Mortgage, Assignment, Security Agreement and Financing Statement dated as of December 4, 1996, in favor of Administrative Lender (as amended, modified, renewed, extended or restated from time to time, the "*Leasehold Mortgage*"), covering certain property more particularly described in the Leasehold Mortgage, including, without limitation, that certain real property described in Exhibit B attached thereto (the "*Land*") and the Mortgaged Property (as defined in the Leasehold Mortgage), which Leasehold Mortgage is filed of record as Instrument Number 1996-40249 of the Real Property Records of Shelby County, Alabama, on December 6, 1996.

2. The parties to the Credit Agreement and the Leasehold Mortgage desire that the Leasehold Mortgage be amended to reflect a corrected Exhibit B as attached hereto.

#### AGREEMENT.

NOW, THEREFORE, for and in consideration of the following terms, conditions, covenants, warranties and representations, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Debtor and Administrative Lender agree that the record owners of the real property are set forth on the revised Exhibit B attached hereto.

2. Debtor hereby represents and warrants to Administrative Lender and each Secured Party that: (a) each representation and warranty in the Leasehold Mortgage is true and correct as of the date hereof; (b) the execution and delivery of this First Amendment does not contravene, result in a breach of or constitute a default under any mortgage, loan agreement, indenture or other contract or agreement to which Debtor is a party or by which Debtor or any of its properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both) and does not violate or contravene any law, order, decree, rule or regulation to which Debtor is subject; and (c) this First Amendment constitutes the legal, valid, and binding obligation of Debtor, enforceable in accordance with its terms.

3. The Leasehold Mortgage is hereby amended by deleting from Exhibit B thereto the legal description therefrom in its entirety and by substituting Exhibit B attached hereto in lieu thereof.

4. Upon the request of Administrative Lender, Debtor agrees to execute such other and further documents as may be reasonably necessary or appropriate to consummate the transactions contemplated herein or to perfect the liens and security interests intended to secure the payment of the Secured Indebtedness. If Debtor shall fail to keep or perform any covenant, agreement, condition, provision or requirement contained herein, or if any statement, representation or warranty contained herein is false, misleading or erroneous, Debtor shall be deemed to be in default under the Loan Papers and this First Amendment, and Administrative Lender shall be entitled, at its option and subject to any applicable notice provisions, to exercise any and all rights and remedies granted pursuant to the Loan Papers or any other remedy which Administrative Lender may otherwise be entitled, whether at law or in equity.

5. Except as provided in this First Amendment, the Leasehold Mortgage is not modified.

6. This First Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart.

7. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, representatives, successors and assigns.

**THE WRITTEN LOAN PAPERS, AS MODIFIED BY THIS FIRST AMENDMENT, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.**

**THERE ARE NO UNWRITTEN ORAL AGREEMENTS OF THE PARTIES.**

<p><b>THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.</b></p>
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IN WITNESS WHEREOF, this First Amendment is executed on the respective dates of acknowledgment, but is effective as of the date first written above.

ADMINISTRATIVE LENDER:

BANK OF AMERICA, N.A., as Administrative Lender


By:



Steven P. Renwick  
V.P.

DEBTOR:

PINNACLE TOWERS INC.

By:   
Name: Robert A. Todd  
Title: VP, Treasurer, Asst. Secretary

**STATE OF TEXAS**

**COUNTY OF DALLAS**

I, Andrea M. Brazel, a Notary Public in and for said county and state, hereby certify that Steven P. Renwick, whose name as Vice President of the Bank of America, N.A., a national banking association, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said banking association.

Given under my hand this 7th day of September 2001.

  
Notary Public



My Commission Expires: November 1, 2004



**STATE OF FLORIDA**

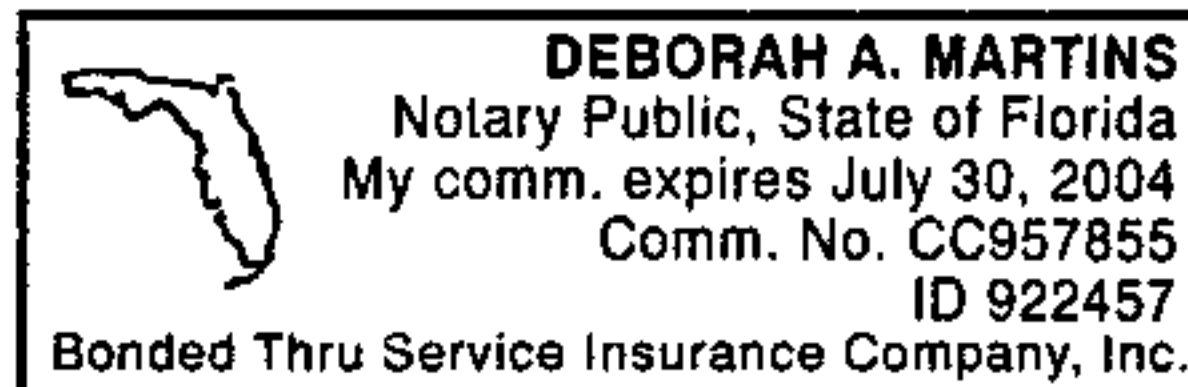
**COUNTY OF SARASOTA**

I, Deborah A. Martins, a Notary Public in and for said county and state, hereby certify that DECKER A. TODD, who name as ASST. SECRETARY of the PINNACLE TOWERS INC., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 7<sup>th</sup> day of September, 2001.

Deborah A. Martins  
Notary Public

[SEAL]



My Commission Expires: \_\_\_\_\_

**EXHIBIT B**  
**TO**  
**LEASEHOLD MORTGAGE, ASSIGNMENT, SECURITY AGREEMENT**  
**AND FINANCING STATEMENT**

**LEGAL DESCRIPTION**

A parcel of land situated in the Southwest quarter of the Southeast quarter of Section 12, Township 21 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama, and being more particularly described as follows:

Commence at the Southwest corner of the Southwest quarter of the Southeast quarter of said section; thence run North 00 degrees 26 minutes 43 seconds West for a distance of 499.07 feet; thence run South 53 degrees 24 minutes 49 seconds East for a distance of 231.51 feet; thence run South 38 degrees 41 minutes 53 seconds East for a distance of 16.61 feet to the northwesterlymost corner of the James Davis property, as shown on a map by John Gary Ray (Registration No. 12295), dated October 24, 1995; thence run North 51 degrees 15 minutes 35 seconds East along the northwesterlymost boundary line of said property for a distance of 140.07 feet; thence leaving said boundary line, run South 37 degrees 16 minutes 33 seconds East for a distance of 124.91 feet to the POINT OF BEGINNING; thence run North 51 degrees 15 minutes 35 seconds East for a distance of 15.00 feet; thence run South 38 degrees 41 minutes 06 seconds East for a distance of 60.00 feet; thence run South 51 degrees 15 minutes 35 seconds West for a distance of 80.00 feet; thence run North 38 degrees 41 minutes 06 seconds West for a distance of 60.00 feet; thence run North 51 degrees 15 minutes 35 seconds East for a distance of 65.00 feet to the POINT OF BEGINNING.

**Access and Utility Easement:**

A strip of land for ingress and egress and utilities being 30 feet in width and being situated in the Southwest quarter of the Southeast quarter of Section 12, Township 21 South, Range 3 West, Huntsville Meridian, Shelby County, Alabama, and following the same centerline as shown on a map by John Gary Ray (Registration No. 12295), dated October 24, 1995, and also being recorded in Instrument Number 1995-32798, in the Office of the Judge of Probate of Shelby County, Alabama, and lying 15 feet either side of the following described centerline:

Commence at the Southwest corner of the Southwest quarter of the Southeast quarter of said Section; thence run North 00 degrees 26 minutes 43 seconds West for a distance of 499.07 feet; thence run South 53 degrees 24 minutes 49 seconds East for a distance of 231.51 feet; thence run South 38 degrees 41 minutes 53 seconds East for a distance of 16.61 feet to the northwesternmost corner of the James Davis property, as shown on a map by John Gary Ray (Registration No. 12295), dated October 24, 1995; thence run North 51 degrees 15 minutes 35 seconds East along the northwesternmost boundary line of said property for a distance of 140.07 feet (140.00 feet deed) to the POINT OF BEGINNING; thence turn a deflection angle of 87 degrees 26 minutes 03 seconds left and run in a northwesterly direction for a distance of 101.42 feet; thence turn a deflection angle of 14 degrees 35 minutes 33 seconds left and run in a northwesterly direction for a distance of 121.04 feet; thence turn a deflection angle of 36 degrees 02 minutes 28 seconds left and run in a westerly direction for a distance of 114.15 feet; thence turn a deflection angle of 50 degrees 37 minutes 41 seconds and run in a northwesterly direction for a distance of 38.95 feet; thence turn an angle of 34 degrees 48 minutes 43 seconds right and run in a northerly direction for a distance of 64.48 feet; thence turn a deflection angle of 52 degrees 37 minutes 50 seconds right and run in a northeasterly direction for a distance of 39.20 feet; thence turn a deflection angle of 16



degrees 10 minutes 54 seconds right and run in a northeasterly direction for a distance of 125.40 feet; thence turn a deflection angle of 21 degrees 00 minutes 33 seconds right and run in an easterly direction for a distance of 230.22 feet; thence turn a deflection angle of 39 degrees 21 minutes 34 seconds right and run in a southeasterly direction for a distance of 100.00 feet; thence turn a deflection angle of 11 degrees 09 minutes 36 seconds left and run in a southeasterly direction for a distance of 149.83 feet; thence turn a deflection angle of 28 degrees 55 minutes 39 seconds right and run in a southerly direction for a distance of 324.42 feet; thence turn a deflection angle of 46 degrees 21 minutes 17 seconds left and run in a southeasterly direction for a distance of 115.24 feet to a point on the centerline of an existing 60 foot wide easement as shown on a map for James Davis by John Gary Ray (Registration No. 12295), dated October 24, 1995, thence continuing within said 60 foot easement turn a deflection angle of 79 degrees 43 minutes 56 seconds right and run in a southerly direction for a distance of 93.27 feet; thence turn a deflection angle of 19 degrees 15 minutes 57 seconds left and run in a southerly direction for a distance of 92.82 feet; thence turn a deflection angle of 9 degrees 26 minutes 29 seconds left and run in a southerly direction for a distance of 124.06 feet to the northwesterly right-of-way line of County Highway No. 26 and the end of this centerline; and also from the POINT OF BEGINNING, run South 37 degrees 16 minutes 33 seconds East for a distance of 124.91 feet and the end of this centerline.

The record owner is: S.T.S. Communications, Inc.

Alabaster, Shelby County, Alabama

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