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Eugene "Gene" Moore Fee: \$46.50
Cook County Recorder of Deeds
Date: 04/12/2005 10:43 AM Pg: 1 of 12

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(Illinois - Cook County)
Site Number IL00009A

AMENDMENT TO MORTGAGE

BY AND AMONG

TRINITY WIRELESS TOWERS, INC.,
as Mortgagor,

and

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.,
as Administrative Agent

Date: As of February 25, 2005

THIS INSTRUMENT WAS PREPARED BY ~~AND AFTER RECORDING MAIL TO:~~

Return acknowledgment to:



Capitol Services, Inc.
P.O. Box 1831 Austin TX 78767
800/345-4647

Kilpatrick Stockton LLP
1100 Peachtree Street
Suite 1100
Atlanta, Georgia 30309
Attn: Douglas S. Gosden, Esq.

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THIS DOCUMENT AMENDS THAT CERTAIN MORTGAGE, DATED AS OF APRIL 30, 2001, RECORDED AT DOCUMENT NO. 0010617796, COOK COUNTY, ILLINOIS RECORDS.

AMENDMENT TO MORTGAGE

THIS AMENDMENT TO MORTGAGE (this "Amendment") is entered into as of February 25, 2005, by and among TRINITY WIRELESS TOWERS, INC., a Texas corporation, whose address is c/o Trintel Communications, Inc., 2201 West Royal Lane, Suite 150, Irving, Texas 75063 ("Mortgagor") and GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., AS ADMINISTRATIVE AGENT, whose address is 600 E. Las Colinas Boulevard, Suite 400, Irving, Texas, 75039 ("Administrative Agent").

RECITALS:

WHEREAS, Trintel Communications, Inc. ("Borrower"), the lenders party thereto, the arrangers and syndication agent identified therein and Barclays Bank PLC ("Barclays"), as administrative agent, entered into that certain Credit Agreement dated as of July 17, 2000 (as amended, supplemented or otherwise modified prior to May 21, 2002, the "Original Credit Agreement"), pursuant to which such lenders extended credit to Borrower in the form of a term loan and a revolving credit facility (including a subfacility for issuance of letters of credit) in accordance with the terms and conditions set forth therein;

WHEREAS, Borrower, The Bank of Nova Scotia, as documentation agent, Bank of Montreal, as syndication agent, Barclays, as arranger and administrative agent, and the lenders party thereto entered into that certain Amended and Restated Credit Agreement dated as of May 21, 2002 (as heretofore amended, supplemented or otherwise modified, the "Existing Credit Agreement"), which Existing Credit Agreement amended and restated in its entirety the Original Credit Agreement and which evidenced loans (the "Existing Loan") to Borrower as evidenced and secured by, among other documents: (i) one or more promissory notes in the aggregate principal amount of \$85,000,000.00, and (ii) that certain Mortgage, dated April 30, 2001, recorded at Document No. 0010617796, Cook County, Illinois records (the "Mortgage");

WHEREAS, as of the date hereof, the interests of Barclays under the Mortgage and pursuant to the Existing Credit Agreement have been assigned to Administrative Agent and the Existing Credit Agreement has been amended and restated by that certain Amended and Restated Credit and Guaranty Agreement, dated as of February 25, 2005, among Borrower, certain subsidiaries of Borrower, including Mortgagor, as guarantors, various lenders party thereto from time to time, and Administrative Agent in its capacity as administrative agent, collateral agent, sole bookrunner and sole lead arranger (the "2005 Credit Agreement"), pursuant to which the Lenders have modified the Existing Loan as evidenced by, among other things: (i) one or more Tranche A Term Loan Notes in the aggregate principal amount of \$50,000,000.00 (the "Tranche A Term Loan Notes"), (ii) one or more Tranche B Term Loan Notes in the aggregate principal amount of \$17,500,000.00 (the "Tranche B Term Loan Notes"), and (iii) one or more Revolving Loan Notes in the aggregate principal amount of \$7,500,000.00 (the "Revolving Loan Notes"; the Tranche A Term Loan Notes, the Tranche B Term Loan Notes and the Revolving Loan Notes are collectively referred to as the "New Notes");

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WHEREAS, the maximum aggregate principal amount of the Loans outstanding at any one time shall not exceed \$75,000,000.00;

WHEREAS, it is a condition precedent to the obligations of the Lenders to make the Loans that (1) Mortgagor guaranty the obligations of Borrower under the 2005 Credit Agreement and the other Credit Documents (including without limitation the "Obligations" (as such term is defined in the 2005 Credit Agreement)) by executing and delivering the 2005 Credit Agreement, and (2) Mortgagor further secure its obligations under the 2005 Credit Agreement by executing and delivering this Amendment;

WHEREAS, Mortgagor is a subsidiary of Borrower and will receive substantial direct and indirect benefit from the extensions of credit made to Borrower pursuant to the 2005 Credit Agreement;

WHEREAS, Mortgagor and Administrative Agent desire to amend the Mortgage as provided herein; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the 2005 Credit Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereto hereby agree as follows:

1. Incorporation of Recitals and Certain Terms. The Recitals set forth above are hereby incorporated in and made a part of the Mortgage, and shall supersede any conflicting provision of the Mortgage. All references in the Mortgage to the "Beneficiary" shall hereinafter be deemed references to Administrative Agent. All references in the Mortgage to the term "Note" or "Notes" shall hereinafter be deemed references to the New Notes. All references in the Mortgage to "Loan Documents" shall hereinafter be deemed references to the Credit Documents. All references in the Mortgage to the "Default Rate" shall hereinafter be deemed references to the "Default Rate" as defined in the 2005 Credit Agreement. All references in the Mortgage to "Material Adverse Effect" shall hereinafter be deemed to be references to the term "Material Adverse Effect" as defined in the 2005 Credit Agreement. All reference in the Mortgage to "clause (i) or (ii) of Section 8(f) of the Credit Agreement" shall hereinafter be deemed to be references to Sections 8.1(g) or 8.1(f), respectively, of the 2005 Credit Agreement. All references in the Mortgage to the term "Required Lenders" shall hereinafter be deemed references to the "Requisite Lenders". All references in the Mortgage to the term "Indebtedness" shall hereinafter be deemed to be references to the "Obligations" (as such term is defined in the 2005 Credit Agreement). All references in the Mortgage to Section 10.2 of the Credit Agreement shall hereinafter be deemed to be references to Section 10.1 of the 2005 Credit Agreement. All references in the Mortgage to Section 10.1 of the Credit Agreement shall hereinafter be deemed to be references to Section 10.5 of the 2005 Credit Agreement. All references in the Mortgage to Section 2.9 of the Credit Agreement shall hereinafter be deemed to be references to Section 2.8 of the 2005 Credit Agreement. All references in the Mortgage to Section 7.3 of the Credit Agreement shall hereinafter be deemed to be references to Section 6.2 of the 2005 Credit Agreement.

2. Credit Agreement. All references in the Mortgage to the term "Credit Agreement" shall hereinafter be deemed references to the 2005 Credit Agreement as the same may be amended, supplemented or otherwise modified from time to time. All references in the Mortgage to specific

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terms or provisions of the "Credit Agreement" shall hereinafter be deemed references to the corresponding substantive terms and provisions of the 2005 Credit Agreement. The terms of the 2005 Credit Agreement are incorporated by reference in the Mortgage as if the terms thereof were fully set forth in the Mortgage. In the event of any conflict between the provisions of the Mortgage and the provisions of the 2005 Credit Agreement, the applicable provisions of the 2005 Credit Agreement shall govern and control, provided that in the case of a provision in the Mortgage which is more specific and detailed than the related provision in the 2005 Credit Agreement, such Mortgage provision shall not be deemed to be in conflict with the related provision in the 2005 Credit Agreement.

3. Guarantee and Collateral Agreement. All references in the Mortgage to the "Guarantee and Collateral Agreement" shall hereinafter be deemed to be references to the 2005 Credit Agreement; provided, however, all references to the "Guarantee and Collateral Agreement" in the paragraph of the Mortgage titled "Enforceability/Usury" are hereby deleted.

4. Secured Obligations. The definition in the Mortgage of the "Obligations" which are secured by the Mortgage is hereby deleted and the following is substituted in its place:

- "(a) the due and punctual payment and performance by Mortgagor of all its obligations and liabilities, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of or otherwise in connection with the 2005 Credit Agreement;
- (b) the payment of all other obligations and liabilities of Mortgagor, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the 2005 Credit Agreement or any of the Credit Documents, as any of the same may be amended, supplemented, extended, renewed, restated, replaced or modified from time to time, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all reasonable fees, charges and disbursements of counsel to Beneficiary or to the Lender; that are required to be paid by Mortgagor pursuant to the terms of the 2005 Credit Agreement or any other Credit Document); and
- (c) the performance and observance of each obligation, term, covenant and condition to be performed or observed by Mortgagor under, in connection with or pursuant to the provisions of the 2005 Credit Agreement or any of the Credit Documents."

5. Maturity Date. The Mortgage is hereby amended to reflect final maturity dates of the Tranche A Term Loan of February 25, 2008, the Tranche B Term Loan of February 25, 2008, and the Revolving Loan of February 25, 2008.

6. SNDA. All references in the Mortgage to an SNDA shall hereinafter be deemed to mean a subordination and non-disturbance agreement in form and substance acceptable to Administrative Agent.

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7. Governing Law. Notwithstanding anything to the contrary contained in the Mortgage the Mortgage shall be governed by and construed and enforced in accordance of the laws of the State in which the Leased Land is located without regard to principles of conflict of law.

8. Future Advances. The following is hereby incorporated in and made a part of the Mortgage:

“The Mortgage is given in part to secure a revolving credit loan as described in the documents evidencing and securing the Loans and shall secure not only existing indebtedness secured as of the date of the Mortgage, but also, without further act, any and all future indebtedness of Mortgagor to Administrative Agent or the Lenders pursuant to the Credit Documents, whether such advances are obligatory or are to be made at the option of the Lenders, or otherwise, to the same extent as if such advances or future indebtedness were made as of the date of the Mortgage. Pursuant to and subject to the terms of the Credit Documents, the Lenders have committed to advance or apply certain funds to or on behalf of Mortgagor, and it is hereby acknowledged and intended that the lien or security title of the Mortgage shall be valid as to all such advances (whenever hereafter made) from the time of the recording of the Mortgage. The total amount of the obligations secured by the Mortgage may increase or decrease from time to time. It is contemplated that the indebtedness secured by the Mortgage may be, from time to time, reduced and thereafter increased or entirely extinguished and reincurred, and it is expressly understood and agreed that (i) any such reduction or extinguishing of the indebtedness shall not in and of itself operate to terminate the Mortgage’s coverage of any future indebtedness, (ii) the Mortgage shall remain in full force and effect to secure such indebtedness until all indebtedness secured by the Mortgage has been indefeasibly paid and satisfied in full and neither Administrative Agent nor Lenders have any obligation to make any further advances to pursuant to the Credit Documents.”

9. Ratification; No Novation. Except as modified herein, the Mortgage shall continue in full force and effect according to the terms thereof, and Mortgagor hereby restates, ratifies and affirms the grants, conveyances, representations, warranties, covenants and obligations set forth therein. Notwithstanding anything contained herein to the contrary, this Amendment is not intended to be a novation or discharge of, and shall not deemed to be a novation or discharge of, any obligation of Mortgagor under the Mortgage.

10. Modifications. This Amendment and the Mortgage may not be supplemented, extended, modified or terminated except by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

11. Partial Invalidity. The invalidity or unenforceability of any one or more provisions of this Amendment shall not render any other provision invalid or unenforceable. In lieu of any invalid or unenforceable provision, there shall be added automatically a valid and enforceable provision as similar in terms to such invalid or unenforceable provision as may be possible.

12. Conflicts. To the extent any terms or provisions of this Amendment conflict with any of the terms or provisions of the Mortgage, the terms and provisions of this Amendment shall govern and control.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment under seal as of the day and year first written above.

MORTGAGOR:

TRINITY WIRELESS TOWERS, INC., a Texas corporation

By: Tracy Schrader
Print Name: Tracy Schrader
Title: Vice-President

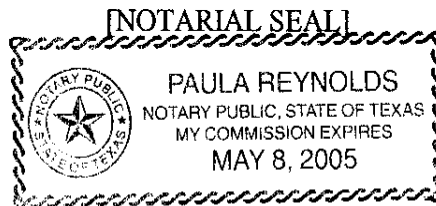
STATE OF Texas

COUNTY OF Dallas

On February 15, 2005 before me, Paula Reynolds Notary Public, personally appeared Tracy Schrader personally known, who being by me duly sworn, did say the he/she is the Vice-President of TRINITY WIRELESS TOWERS, INC., a Texas corporation, and this instrument was signed and sealed on behalf of such corporation, and the said Vice-President acknowledges the execution of this instrument as the free act and deed of such corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal to me

Paula Reynolds
Name Paula Reynolds
Notary Public
State of Texas
County of Dallas
My Commission expires: 5/8/05



[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

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[SIGNATURES CONTINUED FROM THE PREVIOUS PAGE]

ADMINISTRATIVE AGENT:

GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Administrative Agent

By: [Signature]
Print Name: Stephen W. Hylleberg
Title: Vice President

STATE OF TEXAS
COUNTY OF Dallas

On Feb 23, 2005 before me, Angela P. Simek, Notary Public, personally appeared Stephen Hylleberg, personally known, who being by me duly sworn, did say the he/she is the Vice President of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., a limited partnership, and this instrument was signed and sealed on behalf of such limited partnership, and the said Vice President acknowledges the execution of this instrument as the free act and deed of such limited partnership.

IN WITNESS WHEREOF, I hereunto set my hand and official seal to me



Angela P. Simek
Name Angela P. Simek
Notary Public
State of Texas
County of Dallas
MY COMMISSION EXPIRES: Nov. 12, 2008

[NOTARIAL SEAL]

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Exhibit A

[See attached.]

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Exhibit A
(IL00009)

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EXHIBIT A
(IL00009)

2159 NORTH RAND ROAD, PALATINE, IL 60074

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE WEST 4 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF THE INTERSECTION OF THE CENTER LANE OF RAND ROAD WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2. SAID POINT OF INTERSECTION BEING 75.01 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2, THENCE NORTHWESTERLY ALONG THE CENTER LANE OF RAND ROAD 75.50 FEET TO A PLACE OF BEGINNING. THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD 75 FEET. THENCE NORTHEASTERLY IN A STRAIGHT LINE 420.24 FEET TO A POINT ON THE EAST LINE OF THE WEST 4 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION, THAT IS 404.65 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE WEST 4 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2 AFORESAID. 143.01 FEET. THENCE SOUTHWESTERLY IN A STRAIGHT LINE 358.62 FEET TO THE PLACE OF BEGINNING, EXCEPTING FROM SAID PREMISES THAT PART THEREOF FALLING IN RAND ROAD, ALL IN COOK COUNTY, ILLINOIS.

Cook County Clerk's Office

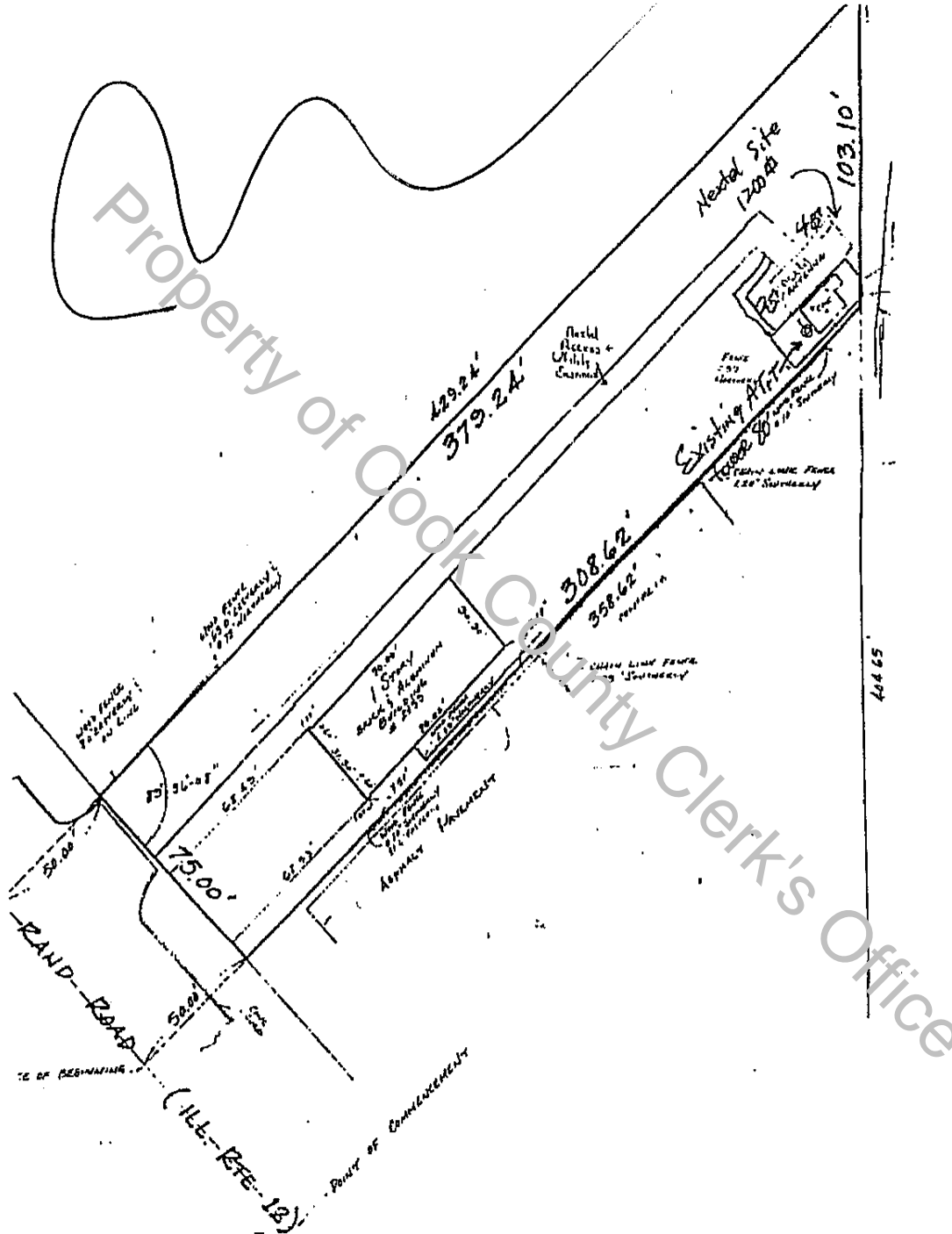
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EXHIBIT B

DESCRIPTION OF PREMISES

to the Agreement dated March 10, 1999, by and between HARRIS BANK PALATINE, N.A., not personally, but as Trustee under Trust Agreement dated February 24, 1997 and known as Trust Number 6755, ("Lessor") and Michael J. Halloran, as Trust Number 6755's sole beneficiary, ("Beneficiary"), as Lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as Lessee.

The Premises are described and/or depicted as follows:



2159 North Road Road, Palatine, IL 60074

Notes:

1. This Exhibit may be replaced by a land survey of the Premises once it is received by Lessee.
2. Setback of the Premises from the Land's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and inclinations of antennas and transmission lines are illustrative only. Actual types, numbers, mounting positions may vary from what is shown above.

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Schedule A

Description of the Leased Land

LEASED LAND
(IL00009A)

Tax Parcel ID No. 02-02-102-019-0000

[SEE EXHIBIT A ATTACHED HERETO FOR DESCRIPTION OF THE "LEASED LAND" WHICH IS ALSO THE "SITE," "PREMISES" OR "LEASED AREA" DESCRIBED IN THE AGREEMENT(S) OR OTHER INSTRUMENT(S) REFERENCED IN ITEM 1 ON THE ATTACHED SCHEDULE B.]