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BOX 333

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1988 DEC -5 PM 2:44 88559746

Return to:
Linda Rubin
Jones, Day, Reavis & Pogue
2300 Trammell Crow Center
2001 Ross Avenue
Dallas, Texas 75201

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A # 960822

Owner Prudential Insurance Company of America
PIN 17-10-313-002

Address 130 E. Randolph Drive
Chicago, IL 60601

FIRST AMENDMENT TO
AMENDED AND RESTATED LEASEHOLD DEED OF TRUST
(WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FINANCING STATEMENT)

THE STATE OF ILLINOIS)
)
COUNTY OF COOK)

THIS FIRST AMENDMENT (the "Amendment") to the Amended and Restated Leasehold Deed of Trust (With Assignment of Rents, Security Agreement and Financing Statement) (the "Deed of Trust"), dated October 16, 1987, effective as of October 20, 1987, made between (i) TOWER COMMUNICATION SYSTEMS CORP., an Ohio corporation ("Grantor"), a subsidiary of COMMUNICATIONS TRANSMISSION, INC., a Delaware corporation (the "Company") (ii) NCNB TEXAS NATIONAL BANK (assignee from the Federal Deposit Insurance Corporation, as receiver for First RepublicBank Dallas, National Association), for itself and as agent for THE FIRST NATIONAL BANK OF CHICAGO, THE PHILADELPHIA NATIONAL BANK, FIRST UNION NATIONAL BANK OF NORTH CAROLINA and NATIONAL WESTMINSTER BANK USA, (together with NCNB TEXAS NATIONAL BANK, the "Lender") (in such capacity the "Administrative Lender") and as Collateral Agent (the "Collateral Agent") pursuant to that certain Amended and Restated Collateral Agent and Intercreditor Agreement, dated October 16, 1987, effective as of October 20, 1987, and (iii) THE PRUDENTIAL INSURANCE COMPANY OF AMERICA (the "Subordinated Creditor").

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W I T N E S S E T H :

WHEREAS, Grantor and the Company are parties to the Fifth Amendment (the "Fifth Amendment") to the Second Amended and Restated Credit Agreement of even date herewith (as the same may from time to time be further amended, restated, supplemented or otherwise modified, the "Credit Agreement") with Lender and NCNB Texas National Bank, as Administrative Lender pursuant to which Lender has agreed to make the Company and its Subsidiaries loans and extend credit in an aggregate principal amount not to exceed $175,000,000;

WHEREAS, pursuant to the Deed of Trust, Grantor granted, bargained, sold, transferred, assigned and conveyed unto H. Clinton Roberts, Jr., Trustee (the "Trustee"), a first and prior security interest and lien securing the Obligation (as defined in the Deed of Trust) on behalf of the Collateral Agent on behalf of and for the ratable benefit of Lender, its successors and assigns, and a second security interest and lien on behalf of the Subordinated Creditor, and its successors and assigns, as their respective interests are defined in accordance with the Collateral Agent Agreement, in and to all right and title of Grantor in and to the leasehold interest in the Mortgaged Property (as defined in the Deed of Trust), including but not limited to that certain real property described in Exhibit "A" attached hereto;

WHEREAS, the Company is obligated to Subordinated Creditor in the aggregate principal amount not to exceed $54,000,000 pursuant to the Note and Stock Purchase Agreement dated as of June 3, 1986 as amended by the Amendment Agreement, dated May 15, 1987 and as further amended by that certain Amendment and Restatement of Continuing Provisions of 1986 Note Agreement, dated October 20, 1987 and as further amended by that certain Amendment and Second Restatement of Continuing Provisions of 1986 Note Agreement, dated November 22, 1988 (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "Note and Stock Purchase Agreement") pursuant to which the Subordinated Creditor's rights of payment and its liens and security interests in the Collateral are subordinate to the rights of Lender;

WHEREAS, it is a requirement of the Fifth Amendment that the Company, each of the Subsidiaries and Subordinated Creditor execute and deliver to the Collateral Agent, for the benefit of Lender, this Amendment in order to further define the rights and obligations of the parties hereto;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor, Collateral Agent and Subordinated Creditor agree as follows:

1.) Section 1.1 of the Deed of Trust is hereby amended in its entirety to read as follows:

"1.1 This deed of trust is given to secure (a) the obligations hereunder, the obligations under any instrument given to secure the hereinafter mentioned notes, the Obligation, as defined in the Second Amended and Restated Credit Agreement (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "Credit Agreement"), dated as of October 20, 1987, among Lender and Communications Transmission, Inc. and its Subsidiaries, including but not limited to, those certain promissory notes, dated November 22, 1988, and any other promissory notes executed by the Company and/or its Subsidiaries from time to time pursuant to the Credit Agreement, payable to the order of Lender in the aggregate original principal amount not to exceed $175,000,000, bearing interest as in said notes specified, interest payable as in said notes specified, and having final maturity dates of the first business day of June, 1993 as may be extended pursuant to the terms of the Credit Agreement to the first business day of June, 1996, and any and all renewals, modifications, increases or extensions of said notes and notes issued in substitution or exchange therefor (hereinafter called "the note"), or any part thereof and any future advances made from time to time pursuant to the Credit Agreement, (b) the Subordinated Debt and the Subordinated Notes issued pursuant to the Note and Stock Purchase Agreement, dated June 3, 1986, as amended by the Amendment Agreement, dated May 15, 1987, as further amended by that certain Amendment and Restatement of Continuing Provisions of 1986 Note Agreement, dated as of October 20, 1987 and as further amended by that certain Amendment and Second Restatement of Continuing Provisions of 1986 Note Agreement, dated as of November 22, 1988 (the "Note and Stock Purchase Agreement"), including, but not limited to, the Subordinated Notes due April 30, 1996, dated June 3, 1986, executed by the Company, registered in the name of the Subordinated Creditor in the aggregate original principal limit of $35,000,000, any additional Subordinated Notes hereafter executed by the Company in the aggregate original principal amount of not in excess of

$18,000,000, bearing interest as in said Subordinated Notes specified, and any and all renewals, modifications, increases, or extensions of said Subordinated Notes and Subordinated Notes issued in substitution or exchange therefor which are permitted expressly in writing by Lender (referred to herein as the "Subordinated Debt") and (c) all costs incurred by the Collateral Agent to obtain, preserve, perfect and enforce this agreement and security interest, collect the Obligation and the Subordinated Debt, and maintain, preserve, collect and enforce the Mortgaged Property, including but not limited to taxes, assessments, insurance premiums, repairs, reasonable attorney's fees and legal expenses, rent, storage costs and expenses of sale. The words "Secured Indebtedness," as used herein, shall mean all of the indebtedness, obligations and liabilities described or referred to above in clauses (a), (b) and (c) of this Section 1.1. In no event will the Secured Indebtedness ever exceed $660,000,000, and in the event that the sum of the indebtedness, obligations and liabilities described or referred to in clauses (a), (b) and (c) of this Section 1.1 exceed said amount, then the Subordinated Debt, to the extent of such excess, shall be deemed unsecured by this deed of trust, and such unsecured portion shall not receive priority. Unless otherwise defined herein, terms used herein shall have the same meanings as those used in the Credit Agreement. As used herein, "deed of trust" shall mean this Amended and Restated Deed of Trust, as amended hereby together with any further amendments, restatements, modifications, renewals and extensions."

2.) The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Deed of Trust and except as expressly modified and superseded by this Amendment, the terms and provisions of the Deed of Trust are ratified and confirmed and shall continue in full force and effect. Grantor agrees that the Deed of Trust as amended hereby is and shall continue to be legal, valid, binding and enforceable obligations of it.

3.) This Amendment shall serve as an amendment of that certain Leasehold Deed of Trust (the "Original Deed of Trust"), dated as of June 3, 1986, executed by Grantor and filed of record on June 11, 1986 at Number 86235030 and of the Amended and Restated Leasehold Deed of Trust filed of record on October 27, 1987 at Number 87579501, in the county records of Cook County, Illinois. Each of the documents executed and delivered in connection with the Deed of Trust is amended so that any reference therein to the Deed of Trust shall mean a

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reference to the Deed of Trust as amended hereby. Notwithstanding the foregoing, the lien and security interest created by the Original Deed of Trust and the Amended and Restated Leasehold Deed of Trust shall continue in full force and effect. The existence of the Original Deed of Trust in the public records shall not constitute a violation of any representation or covenant set forth herein.

4.) This Amendment may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

EXECUTED as of the 20th day of November, 1988, effective as of the 22nd day of November, 1988.

TOWER COMMUNICATION SYSTEMS CORP.

By _____
Its JOSEPH F. FOJVASEK
Sr. Vice President Finance

NCNB TEXAS NATIONAL BANK,
as Collateral Agent and as
Administrative Lender

By _____
Its Vice President

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA

By _____
Its VICE PRESIDENT

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THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on November 20, 1988 by Joseph A. Avitabile, Sr. Vice President of Tower Communication Systems Corp., an Ohio corporation, on behalf of said corporation.

Deanna Bell
Notary Public, State of Texas

My Commission Expires:

DEANNA BELL, Notary Public
In and for The State of Texas
My commission expires 12-8-90

THE STATE OF TEXAS)
)
COUNTY OF DALLAS)

This instrument was acknowledged before me on November 20, 1988 by Brian D. Corum, Vice President of NCNB Texas National Bank, on behalf of said national association.

MARY E. LAGOW, Notary Public
In and for The State of Texas
My Commission Expires 12-6-90

Mary E. Lagow
Notary Public, State of Texas

My Commission Expires:

Dec. 6, 1990

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THE STATE OF NEW JERSEY)
)
COUNTY OF ESSEX)

This instrument was acknowledged before me on November 21, 1988 by Louis P. Marriano, Vice President of The Prudential Insurance Company of America, a New Jersey corporation, on behalf of said corporation.

Dianne Vaillancourt
Notary Public, State of New Jersey

My Commission Expires:
DIANNE VAILLANCOURT
A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 4, 1990

GRANTEE'S ADDRESS:

NCNB Texas National Bank
Pacific and Ervay Streets
Dallas, Texas 75201

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EXHIBIT "A"

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Prudential Bldg - Chicago, Ill.
130 E. Randolph
17-10-313-002-0000

PLAT OF THE PRUDENTIAL AND
ILLINOIS CENTRAL SUBDIVISION

Of all that part of the south half of fractional section 10, Township 39 north, range 14 east of the third principal meridian, and land adjacent thereto, described as: beginning at the point of intersection of the east line of Beaubien Court and the north line of east Randolph Street, thence north along the east line of Beaubien Court to the north line of east Lake Street; thence east along a straight line which is perpendicular to the west line of north Michigan Avenue and to the east line of Beaubien Court and passes through the point of intersection of the east line of Beaubien Court and the north line of east Lake Street, a distance of four hundred fifty-one and five tenths feet(451.5') to a point; thence south along a line parallel to and four hundred fifty-one and five tenths feet (451.5') east of the east line of Beaubien court to a point on the north line of east Randolph Street extended east; thence westerly along the north line of east Randolph Street extended east, to the point of beginning, in the City of Chicago, County of Cook, State of Illinois.

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