

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re) Chapter 11
)
) Case No. 02-12477 and
PINNACLE TOWERS III INC., et al.,) 02-12482 through 02-12484
)
Debtors.) Objection Deadline: December 20, 2002
) Hearing Date: December 23, 2002
)
Jointly Administered

**SUPPLEMENT TO FINAL FEE APPLICATION FOR COMPENSATION
AND REIMBURSEMENT OF EXPENSES**

Kramer Levin Naftalis & Frankel LLP (“Kramer Levin”), counsel to the Official Committee of Unsecured Creditors (the “**Committee**”) of Pinnacle Towers III Inc. and the other debtors and debtors in possession in these chapter 11 cases (collectively, the “**Debtors**”) and previously counsel to Abrams Capital LLC (“**Abrams**”), makes this supplemental request for compensation, and in support thereof respectfully represents:

1. On April 25, 2002 Kramer Levin entered into an Agreement with Pinnacle Holdings Inc., and Pinnacle Towers, Inc. (the “**Agreement**”). Under the Agreement, Pinnacle Holdings, Inc. and Pinnacle Towers, Inc. agreed to pay fees and disbursements charged by Kramer Levin as counsel to Abrams in connection with Abrams’ negotiation of a restructuring of the Debtors on behalf of the Debtors’ unsecured noteholders.
2. The Debtors filed their petitions for relief under chapter 11 of the Federal Bankruptcy Code, 11 U.S.C. §§ 101 et seq., on May 21, 2002 (the “**Petition Date**”).
3. Kramer Levin continued to represent Abrams after the Petition Date until June 13, 2002, when the Committee retained Kramer Levin as its counsel (the “**Retention Date**”).

4. The Debtors paid Kramer Levin as Committee Counsel, and this Court approved on an interim basis, fees and disbursements totaling \$181,961.86.

5. Kramer Levin filed its Final Fee Application on December 3, 2002 (the “**Final Application**”), seeking payment of \$52,931.97 not previously paid.

6. This application (the “**Supplemental Final Application**”) supplements Kramer Levin’s Final Application, not by asking for payment of additional sums, but in asking for final allowance and in making the additional disclosures as follows:

- (a) The Final Application did not state the total amount of all fees and disbursements for which Kramer Levin sought final approval, as Committee Counsel, from this Court. The total amounts paid and payable to Kramer Levin as Committee Counsel are:

Fees	\$224,707.00
Disbursements	\$ 10,186.83
Total	\$234,893.83

- (b) The Final Application stated that the Debtors had paid to Kramer Levin, in respect of services rendered as Abrams’ counsel under the Agreement from the Petition Date to the Retention Date, fees and disbursements in the total amount of \$62,353.49. Kramer Levin had also performed services to Abrams on matters entirely unrelated to the Debtors, and Abrams had paid Kramer Levin for its services on such other matters. However, shortly after filing the Final Application, Abrams alerted Kramer Levin that Abrams had paid Kramer Levin \$27,784.09 in respect of such other matters and Kramer Levin had erroneously credited such payment to the payment of services related to these cases. Pinnacle Holdings, Inc. and Pinnacle Towers, Inc. were liable under the Agreement with respect to such payments, and should have been billed therefor. Accordingly, Kramer Levin has billed the Debtors under the Agreement for an additional \$27,784.09, bringing the total amounts payable to Kramer Levin to \$90,137.58.¹

¹ As the Plan of reorganization provides for payment of all claims against Pinnacle Towers, Inc., and Kramer Levin’s fees and disbursements under the Agreement constitute a claim thereunder which is to be paid in full under the Plan, Kramer Levin has not sought approval of such fees and disbursements under 11 U.S.C. § 503(b)(3)(D). However, should the Court determine that such fees require approval, Kramer Levin notes that it provided seamless representation of the

WHEREFORE, Applicant respectfully requests that this Court enter an order finally approving the compensation of Kramer Levin as Committee Counsel in the total amounts set forth above and granting such other and further relief as this Court deems just and proper.

Dated: New York, New York
December 12, 2002

KRAMER LEVIN NAFTALIS & FRANKEL LLP

By: /s/ Beatrice O'Brien

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Debtors' unsecured noteholders prior to the commencement of these chapter 11 cases, during the period from Petition Date to Retention Date, and thereafter as Committee counsel. Kramer Levin respectfully submits that it played an essential role in negotiating the plan and disclosure statement during the period from the Petition Date to the Retention Date on behalf of unsecured creditors, and that such services would constitute a "substantial contribution" in these cases justifying allowance and payment of such fees as provided under 11 U.S.C. § 503(b)(3)(D). Kramer Levin has attached, to the Final Application, time and disbursement detail for all of its fees as required under the rules of this Court.