



May 2, 2005

Brother Dennis W. Wyrzykowski
Community of Teresian Carmelites
30 Chrome Street
Worcester, MA 01613-0826

RE: Paxton Property

Brother Dennis:

It took over a year to get it done, but we finally have an executed purchase agreement for you're Community's future home. I have enclosed a copy and a copy has been sent to Anne Marie.

I look forward to working toward closing on the property as soon as practicable.

With regards,



Joseph Ryan

PURCHASE AND SALE AGREEMENT

This purchase and sale agreement (the "Agreement") is made this 30th day of April 2005, between The Community of Teresian Carmelites Tax ID 04-2720156 ("Buyer") and American Towers, Inc., a Delaware corporation on behalf of itself and its affiliates (collectively, "Seller").

WITNESSETH:

WHEREAS, Seller owns the one (1) Site listed on Schedule 1 attached hereto; and

WHEREAS, subject to the terms and conditions set forth herein, Seller desires to sell and Buyer desires to purchase the Site;

NOW, THEREFORE, in consideration of the promises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

As used herein, unless the context otherwise requires, the terms defined in Appendix I shall have the respective meanings set forth therein. Terms defined in the singular shall have a comparable meaning when used in the plural, and *vice versa*, and the reference to any gender shall be deemed to include all genders. Unless otherwise defined or the context otherwise clearly requires, terms for which meanings are provided in this Agreement shall have such meanings when used in the Exhibits, Schedules and Closing Documents delivered, executed or required to be executed pursuant hereto. Unless the context otherwise requires: all references herein to Articles, Sections, Schedules or Exhibits are references to the Articles and Sections of this Agreement and the Schedules and Exhibits attached to this Agreement; and the words "herein", "hereof", "hereunder" and words of like import shall refer to this Agreement as a whole and not to any particular section or subdivision of this Agreement.

ARTICLE II

AGREEMENT TO SELL AND PURCHASE

Section 2.1. Purchase and Sale. Except as otherwise provided herein, subject to and upon the terms and conditions set forth in this Agreement, at the Closing, Seller will sell, convey, assign, transfer and deliver the Site to Buyer, and Buyer will purchase and acquire the Site from Seller.

Section 2.2. As Is, Where Is. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY: (A) IT IS THE EXPLICIT INTENT OF EACH PARTY HERETO THAT THE SITE IS BEING SOLD BY SELLER AND PURCHASED BY BUYER "AS IS, WHERE IS," AS OF THE CLOSING DATE, WITH ALL FAULTS, AND THAT NEITHER SELLER NOR ANYONE ON ITS BEHALF IS MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY GIVEN IN THIS AGREEMENT (WHICH SHALL SURVIVE ONLY TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT), INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR

REPRESENTATION AS TO THE VALUE, CONDITION, MERCHANTABILITY OR SUITABILITY AS TO ANY OF THE PROPERTIES OR ASSETS COMPRISING THE SITE; AND (B) AT THE CLOSING, BUYER SHALL AND DOES HEREBY UNCONDITIONALLY ASSUME AND AGREE TO PAY, HONOR AND DISCHARGE WHEN DUE IN ACCORDANCE WITH THEIR TERMS ANY AND ALL LIABILITIES RELATED TO, OR ARISING IN CONNECTION WITH THE OPERATION, OWNERSHIP, USE OR OCCUPANCY OF, THE SITE AND INDEMNIFY AND HOLD HARMLESS SELLER AND ITS AFFILIATES FROM AND AGAINST ALL SUCH LIABILITIES.

Section 2.3. Purchase Price; Allocation.

(a) The purchase price payable for the Site (the "Purchase Price") shall be an amount equal to Two Hundred Thirty Thousand Dollars (\$230,000.00). The Purchase Price shall be paid on the Closing Date in immediately available funds, subject to allocation and adjustment as provided in this Article 2.

(b) Five Thousand and 00/100 Dollars (\$5,000.00) (the "Deposit") is being paid concurrently with the execution and delivery hereof, by delivery from Buyer to Seller of a certified bank check in such amount, subject to collection. The balance of the purchase price shall be paid by Buyer upon delivery of the deed by a certified check, treasurer's check, cashier's check (in each case drawn on a Massachusetts bank or credit union) or by federal funds wire transfer, less settlement costs, prorations or adjustments in accordance with the provisions of this Agreement or as may be otherwise agreed to by the parties or as provided herein. Seller shall furnish Buyer wire instructions at least five (5) business days prior to the Closing Date.

(c) The Deposit (which term shall include all interest earned, if any) shall be held in escrow, subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. The Deposit may not be released from escrow without the assent of both Buyer and Seller. The recording of the deed to the Site shall constitute such assent. In the event of any disagreement, the entity holding the Deposit ("Escrow Agent") may retain the Deposit pending written instructions by both the Seller and Buyer, or by a court of competent jurisdiction. So long as the Escrow Agent serves in good faith, Buyer and Seller each agree to hold Escrow Agent harmless from damages, losses, or expenses arising out of this Agreement or any action or failure to act, including reasonable attorney's fees, related thereto.

(d) Buyer and Seller acknowledge that the Escrow Agent will be counsel to Seller and agree that the Escrow Agent may continue to act as such counsel notwithstanding any dispute or litigation arising with respect to the Deposit or the Escrow Agent's duties.

Section 2.4. Apportionment of Real Estate Taxes, Rent, Utilities. (a) Appropriate prorations shall be made on a daily basis as of the close of business on the Closing Date with respect to rental and lease payments, utilities, and all other items of income and expense due or payable under any Land Lease, Tenant Lease or Related Contract, in each case of a nature ordinarily prorated as of closing in real estate transactions (and not separately addressed elsewhere in this Agreement) including all items of income and expense that are prepaid or payable in arrears, any unbilled costs and fees and related accounts, notes and other receivables, in each case, of a nature ordinarily prorated as of closing in real estate transactions (and not separately addressed elsewhere in this Agreement) with Seller being entitled to all such income

and responsible for all such expenses relating to all periods on or prior to the Closing Date (such expenses not being included in Assumed Liabilities) and Buyer being entitled to all such income and responsible for all such expenses relating to all periods subsequent to the Closing Date. Such prorations shall be determined by Seller, subject to the approval of Buyer (which shall not be unreasonably withheld, delayed or conditioned), not later than ninety (90) days after the Closing Date, and shall be settled in cash within ten (10) business days thereafter. To the extent that any relevant bills or other documentation necessary to effect such prorations are not available during such 90-day period, the parties shall make such prorations based on reasonable estimates and shall adjust the relevant prorations as soon as the relevant bills or other documentation becomes available.

Section 2.5. Closing; Closing Conditions. The Closing shall occur at Seller's offices at 116 Huntington Avenue, Boston, Massachusetts or by any alternative means agreeable to Buyer and Seller, including without limitation the use of a nationally recognized overnight courier service, at 10:00 a.m. local time on or before August 31, 2005 (the "Termination Date"). Seller and Buyer shall both make a good faith effort to promptly close under this Agreement. Notwithstanding anything in this Section 2.5 to the contrary, Buyer shall have a one-time right to extend the time for Closing by sixty (60) days by providing written notice to Seller not less than seven (7) days prior to the Closing Date.

Section 2.6. Closing. At the Closing:

- (a) Buyer shall deliver to Seller the Purchase Price in accordance with the provisions of this Agreement;
- (b) Seller shall assign, convey, and transfer the Site and any appurtenances thereto to Buyer.
- (c) Transfer of title to each parcel of Owned Land shall be by Deed from Seller to Buyer.
- (d) Transfer of rights in the Land Leases, Tenant Leases and Related Contracts, and transfer of ownership of the balance of the property and interest comprising the Sites shall be by: (i) a Bill of Sale; (ii) a Land Lease Assignment; (iii) a Tenant Lease Assignment; and (iv) a Related Contract Assignment.
- (e) Seller shall deliver to Buyer: (i) all security deposits actually held by Seller with respect to the Sites; and (ii) an affidavit dated as of the Closing Date, in respect of Section 1445 of the Code, sufficient to provide one exemption under subdivision (b) thereof.
- (f) Buyer shall deliver to Seller a general release of any and all claims that Buyer may have against Seller theretofore arising from or in connection herewith.
- (g) Seller and Buyer shall also deliver the other Closing Documents.
- (h) Seller shall provide Buyer with information regarding any active telephone or utility accounts related to the Site on or before the Closing Date. Buyer shall be solely

responsible for transferring or terminating any such active accounts and shall do so within forty-eight (48) hours of Closing. Absent express written consent from Seller to the contrary, Buyer hereby acknowledges and agrees that Seller may terminate any such account remaining active in its name forty-eight (48) hours following Closing.

Section 2.7. Cost and Expenses. Seller shall pay the documentary stamp tax on the transaction. Buyer shall pay all other excise, sale, use, value added, registration, recording, conveyance, franchise, transfer, gains (but not capital gains or any other income taxes) and similar taxes and impositions incurred in connection with the transactions contemplated by this Agreement. Buyer shall also pay the cost of recording the Deed or any other Closing Documents which Buyer is permitted to and elects to record, notwithstanding Section 9.6.

ARTICLE III

OTHER MATTERS

Section 3.1. The Site shall be conveyed on the date and time of Closing at the place of Closing by a good and sufficient Deed running to Buyer (or Buyer's Nominee).

Section 3.2. From the date of this Agreement to the closing, Seller shall maintain Seller's Fire and Extended Coverage Insurance and shall do all work at the Site as is normally undertaken by an owner but shall not be required to repair damage caused by reasonable use or wear. At the Closing Date and time, the Site shall be in the same condition as it now is, reasonable wear and tear excepted.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

As a material inducement to Buyer to enter into this Agreement, Seller represents and warrants to Buyer as follows:

Section 4.1. Incorporation; Authorization. Seller is an entity duly organized, validly existing, and in good standing under the Law of the jurisdiction of its organization with full power and authority to carry on its business as it is now being conducted. Seller has the power and authority to execute and deliver this Agreement and the Closing Documents, to perform fully its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and the Closing Documents, and the consummation of the transactions contemplated hereby and thereby, have been duly authorized by all requisite corporate or other action of Seller. Seller: (a) has duly executed and delivered this Agreement; and (b) on the Closing Date will have duly executed and delivered each of the Closing Documents. Assuming the due execution and delivery of each such agreement by each party thereto other than Seller, this Agreement is the legal, valid and binding obligation of Seller, and, on the Closing Date, each of the Closing Documents will be the legal, valid and binding obligation of Seller, in each case, enforceable against it in accordance with its respective terms subject to the effect of Creditors' Rights.

Section 4.2. Brokers, Finders, Etc. Seller has neither employed, nor is subject to any valid claim of, any broker, finder, consultant or other intermediary in connection with the

transactions contemplated by this Agreement who is or may be entitled to a fee or commission in connection with the transactions contemplated hereby. It is understood and agreed that Seller shall indemnify and hold harmless Buyer for any claims made by any brokers claiming under Seller or Seller's representatives.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

As a material inducement to Seller to enter into this Agreement, Buyer represents and warrants to Seller as follows:

Section 5.1. Authorization. Buyer has the power and authority to execute and deliver this Agreement and the Closing Documents, to perform fully its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and the Closing Documents, and the consummation of the transactions contemplated hereby and thereby have been, duly authorized by all requisite corporate or other action of Buyer. Buyer: (a) has duly executed and delivered this Agreement; and (b) on the Closing Date will have duly executed and delivered each of the Closing Documents. Assuming the due execution and delivery of each such agreement by each party thereto other than Buyer, this Agreement is the legal, valid and binding obligation of Buyer, and, on the Closing Date, each of the Closing Documents will be the legal, valid and binding obligation of Buyer, in each case, enforceable against it in accordance with its respective terms subject to the effect of Creditors' Rights.

Section 5.2. No Conflicts. The execution, delivery and performance by Buyer of this Agreement and each of the Closing Documents, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate any provision of the organizational documents of Buyer; (b) violate or conflict with any provision of Law to which Buyer is subject.

Section 5.3. Brokers, Finders, Etc. Buyer has neither employed, nor is subject to any valid claim of, any broker, finder, consultant or other intermediary in connection with the transactions contemplated by this Agreement who is or may be entitled to a fee or commission in connection with the transactions contemplated hereby. It is understood and agreed that Buyer shall indemnify and hold Seller harmless for any claims made by any brokers claiming under Buyer or Buyer's representatives.

Section 5.4. Condition of the Site. Buyer is acquiring the Site in its "AS IS" condition as of the Closing Date, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. Neither Seller nor any agents, representatives, or employees of Seller have made any representations or warranties, direct or indirect, oral or written, express or implied, to Buyer or any agents, representatives, or employees of Buyer with respect to the condition of the Site, its fitness for any particular purpose, or its compliance with any Laws, and Buyer is not aware of and does not rely upon any such representation to any other party. Buyer acknowledges that it has had the opportunity to make, and has made, such inspections (or have such inspections made by consultants) as it desires of the Site and all factors relevant to its use, including, without

limitation, the interior, exterior, and structure of all improvements, and the condition of soils and sub-surfaces (particularly with respect to the presence or absence of Hazardous Substances).

ARTICLE VI COVENANTS

Section 6.1. Release of Seller Liens. At or prior to the Closing, Seller shall cause either to be paid off, released of record, bonded off or insured over by the relevant title insurer any mortgages, deeds of trust, deeds to secure debt or similar security instruments which encumber Seller's title to such Site and secure indebtedness for borrowed money owing by Seller or any Affiliate of Seller.

Section 6.2. Conduct of Business. From the date hereof and until the Closing and except as contemplated by this Agreement, Seller shall operate the Site only in the ordinary course of business consistent with its past practice.

ARTICLE VII TERMINATION

Section 7.1. Termination.

(a) This Agreement may be terminated at any time prior to the Closing by Seller in the event Buyer is in material breach of this Agreement or any of Buyer's representations or warranties shall have been or become and continue to be materially untrue and such a breach or untruth exists and is not capable of being cured by and will prevent or delay the Closing by or beyond the Termination Date. If this Agreement is terminated in accordance with the provisions of this sub-section, Seller, at its option, shall be entitled to retain the Deposit as liquidated damages.

(b) This Agreement may be terminated at any time prior to the Closing by Buyer in the event that: (i) Seller is in material breach of this Agreement; (ii) Buyer has, after using all commercially reasonable efforts, been unable to obtain a Building Permit or a Title 5 Septic System Permit; or (iii) any of Seller's representations or warranties shall have been or become and continue to be materially untrue and such a breach or untruth exists and is not capable of being cured by and will prevent or delay the Closing by or beyond the Termination Date. If this Agreement is terminated in accordance with the provisions of this sub-section, Seller shall return the Deposit to Buyer.

(c) This Agreement may be terminated by Buyer at any time within one hundred and twenty (120) days following the day and year first above-written if, further to *Section 5.4* of this Agreement, Buyer has performed such surveys or inspections of the Site and factors relevant to its use as Buyer has wished to perform and such surveys or inspections have disclosed: (i) the material presence of Hazardous Substances in the soils or sub-surfaces of the Site sufficient to materially adversely affect Buyer's ability to use the Site for the purposes for which Buyer wishes to acquire the Site; (ii) the presence of pre-existing easements, rights of use, rights of way, or other encumbrances to the Site that, taken together, will effectively preclude use of the Site by Buyer for the purposes for

which Buyer wishes to acquire the Site or which prevent Buyer from obtaining an American Land Title Association owner's policy of title insurance from an issuer of title insurance qualified to do business in Massachusetts; or (iii) the express written rights of third parties to consent to the consummation of the transactions contemplated by this Agreement which Buyer has been unable to obtain after using reasonable commercial efforts to do so. If this Agreement is terminated in accordance with the provisions of this sub-section, Seller shall return the Deposit to Buyer.

Section 7.2. Effect of Termination. Except as provided in this Article, in the event of the termination of this Agreement pursuant to Section 7.1, this Agreement shall forthwith become void, there shall be no liability on the part of any party or any of their respective stockholders, officers or directors to the other and all rights and obligations of any party shall cease.

ARTICLE VIII INDEMNIFICATION

Section 8.1. Indemnification by Seller. From and after the Closing Date, Seller shall indemnify, defend, and hold Buyer harmless from and against any and all Losses incurred or resulting from:

- (a) any breach of Seller's representations or warranties, or the breach of any other provision contained in this Agreement;
- (b) non-fulfillment by Seller of any of its covenants or agreements contained herein or in any Closing Document.

No claim for indemnification may be asserted after the expiration of the applicable Indemnity Period.

Section 8.2. Indemnification by Buyer. From and after the Closing Date, Buyer shall indemnify, defend and hold Seller and its Affiliates harmless from and against any and all Losses incurred and resulting from:

- (a) any breach of Buyer's representations or warranties, or the breach of any other provision contained in this Agreement; or
- (b) non-fulfillment by Buyer of any of its covenants or agreements contained herein or in any Closing Document; or
- (c) the Assumed Liabilities.

No claim for indemnification may be asserted after the expiration of the applicable Indemnity Period.

Section 8.3. Indemnification Procedure. (a) In the event Buyer or Seller (the "Indemnified Party") becomes aware of any Event which would entitle such party to indemnification by the other party hereunder (the "Indemnifying Party"), the Indemnified Party

shall give the Indemnifying Party prompt written notice, with reasonable detail, of such Event. Upon receipt of such notice by the Indemnified Party to the Indemnifying Party, the Indemnifying Party shall have the option of defending against the pending litigation resulting therefrom through engagement of legal counsel of its choice; provided, however, that the Indemnifying Party's choice of legal counsel must be acceptable to the Indemnified Party in its reasonable discretion. In the event the Indemnifying Party elects to defend, the Indemnifying Party shall keep the Indemnified Party fully informed on a timely basis of the status of the pending litigation, and the Indemnified Party shall reasonably cooperate in such defense.

(b) In the event that the Indemnifying Party elects to defend and is unsuccessful in such defense, it shall promptly pay any and all Losses associated with the litigation being so defended. In the event the Indemnifying Party elects not to defend and the Indemnified Party defends, but is unsuccessful, then the Indemnifying Party shall promptly pay any and all Losses. In the event that the Indemnifying Party elects not to defend and the Indemnified Party defends successfully, then the Indemnifying Party shall promptly pay to the Indemnified Party any and all Losses.

(c) The Indemnifying Party may not settle or compromise any claim or consent to the entry of any judgment with respect to which indemnification is being sought hereunder without the prior written consent of the Indemnified Party unless such settlement, compromise or consent includes an unconditional release of the Indemnified Party from all liability arising out of such claim.

(d) The Indemnifying Party shall reimburse the Indemnified Party on demand for any payment made by the Indemnified Party at any time after Closing, based on the final judgment of any court of competent jurisdiction or pursuant to a bona fide compromise or settlement of claims, demands or actions in respect to any Losses to which the foregoing indemnification relates.

Section 8.4. Exclusive Remedy. The indemnification provided in this Article and in *Section 2.2* shall be the exclusive post-Closing remedies available to any party against any other party for any claim under this Agreement.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Survival. The representations and warranties of Seller contained in or made pursuant to this Agreement or any Closing Document shall survive the Closing and shall remain operative and in full force and effect for a period of six (6) months after the Closing Date. Except as provided in the foregoing sentence, the representations, warranties, covenants and agreements of the parties contained in or made pursuant to this Agreement or any Closing Document shall survive the Closing (unless any such covenant or agreement by its express terms in this Agreement does not so survive) and shall remain operative and in full force and effect for the statute of limitations applicable to contractual obligations.

Section 9.2. Default; Disputes. Each party recognizes and agrees that in the event the other party should refuse to perform any of its obligations under this Agreement, the remedy at

law would be inadequate and agrees that for breach of such provisions, each party shall, in addition to such other remedies as may be available to it at law or in equity or as provided in Article VIII, be entitled to injunctive relief and to enforce its rights by an action for specific performance to the extent permitted by applicable Law. Buyer shall not seek, nor shall Buyer be entitled to obtain, any money damages by reason of Seller's breach hereof. Rather, Buyer's exclusive remedies shall be either to terminate this Agreement and receive the return of the Deposit as provided by the provisions of this Agreement or seek specific performance hereof.

Section 9.3. Entire Agreement. This Agreement (which includes the Appendixes, Exhibits and Schedules attached hereto) constitutes the entire agreement between the parties and there are no other understandings, representations or warranties, oral or written, relating to the subject matter hereof.

Section 9.4. Amendment. This Agreement may not be changed, modified or amended, in whole or in part, except in writing, signed by all parties.

Section 9.5. Notice. Notices given pursuant to this Agreement shall be in writing and shall be given by actual delivery or by mailing the same to the party entitled thereto at the addresses set forth below or at any such other address as any party may designate in writing to any other party pursuant to the provisions of this paragraph. Notice given by mail shall be sent by United States mail, certified or registered, return receipt requested or by nationally recognized courier serviced providing receipt of delivery. Notices shall be deemed to be received on the date of actual receipt, in the case of personal delivery, or on the date of mailing, in the case of mailing. Notices shall be served or mailed to the following addresses, subject to change as provided above:

If to Seller: American Towers, Inc..
116 Huntington Avenue
Boston, Massachusetts 02116
Attention: Ross W. Elder, Senior Vice President
Fax No. (617) 375-7550

If to Buyer: Community of Teresian Carmelites
30 Chrome Street
Worcester, MA 01613-0826
Brother Dennis W. Wyrzykowski, Prior / President
Phone No. (508) 752-5734

With a copy to: Anne Marie Hurley
Post Office Box 1298
1 North Main Street
Webster, MA 01570
(which copy will not constitute notice)

Section 9.6. Assignment; Recording. Buyer may assign its rights under this Agreement to an entity which is affiliated with the Community of Teresian Carmelites of Worcester. Buyer hereby covenants not to assign this Agreement other than to an entity which is

affiliated with the Community of Teresian Carmelites of Worcester without the prior written consent of Seller (which consent shall not be unreasonably withheld, conditioned or delayed), and any purported assignment made in violation hereof shall be void. Buyer shall neither record this Agreement nor a memorandum hereof.

Section 9.7. Binding Effect. This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.

Section 9.8. Further Assurances. Seller and Buyer agree to execute and deliver any further documents or assurances that in Law or otherwise are necessary, desirable or proper to consummate the transactions contemplated by this Agreement and carry out the intent and purposes hereof and to vest, perfect, assign or confirm, of record or otherwise, in Buyer title to the Site, including, without limitation:

(a) Affidavits and indemnities with respect to parties in possession and mechanic's liens to induce Buyer's title insurance company to issue lender's and owner's policies of title insurance without exception for those matters;

(b) A bill of sale for all personal property included as part of the sale, if requested by the Buyer;

(c) FNMA Vendor's affidavit FNMA 1009;

(d) An affidavit, satisfying the requirements of Section 1445 of the Internal Revenue Code and regulations issued thereunder, which states, under penalty of perjury, the Seller's United States taxpayer identification number, that the Seller is not a foreign person, and the Seller's address (the "1445 Affidavit"); and

(e) Internal Revenue Service Form W-8 or Form W-9, as applicable, with Seller's tax identification number, and an affidavit furnishing the information required for the filing of Form 1099S with the Internal Revenue Service and stating Seller is not subject to back-up withholding.

Section 9.9. Governing Law. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Massachusetts without regard to the principles of conflict of laws.

Section 9.10. Headings. The headings and captions in this Agreement are for convenience only and are not part of this Agreement.

Section 9.11. Interpretation. Neither this Agreement nor any provision contained herein shall be interpreted for or against either party solely because that party or that party's legal representative drafted the provision.

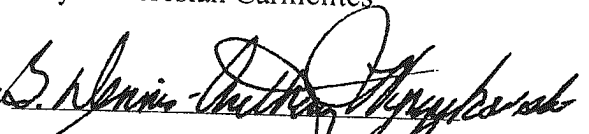
Section 9.12. Expenses. All costs and expenses incurred by the parties in this transaction, including, but not limited to attorneys' fees and the fees of other third party service providers, shall be paid by the party incurring them, except as otherwise expressly provided herein.

Section 9.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute the same Agreement.

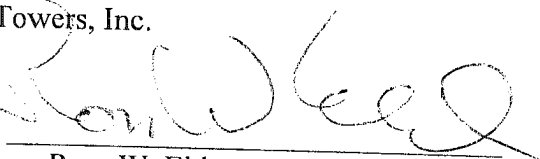
Section 9.14. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be severed from this Agreement and the remainder will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be duly executed on the day and year first above-written; *provided, however*, that this Agreement shall not become effective as to either party until executed on behalf of both parties.

The Community of Teresian Carmelites

By: 
Name: Sr. Dennis
Title: Prion

American Towers, Inc.

By: 
Ross W. Elder
Senior Vice President