

Subj: RE: Paxton Closing
Date: Tuesday, November 29, 2005 12:35:07 PM
From: amhurley@websterfirst.com
To: Steve.Brav@AmericanTower.com
cc: broden39@aol.com

Steve,

My client has attempted to obtain a release from Industrial Communications; they will not provide it. Industrial Communications has proposed purchasing additional land from the Carmelites; the Carmelites do not wish to give up any of the land they are purchasing from your client. The principal of Industrial Communications has also proposed going in to business with the Carmelites; they have no interest in doing that. I do have a call in to Ed Angley but I am pessimistic about the results.

My client is not interested in leasing the land to build a monastery. Brother Dennis remains steadfast in his wish to provide for future generations of Carmelites and does not believe that a lease will accomplish this goal. He feels, and I agree, that we negotiated in good faith to come up with the purchase and sale agreement that the parties have signed. I remind you that there were a number of matters that you absolutely would not budge on; this lease provision and your position that it was of no consequence was one of them. Brother Dennis feels, strongly and simply, that he has the right to the benefit of his bargain.

It is my opinion that notice of the transfer of the property from American Tower to the Carmelites should be given to Industrial Communications, along with an offer to provide a deed to the leased premises. Just as American Tower took title subject to the lease provisions, so the Carmelites will take title subject to the lease provisions. The Carmelites are more than willing to transfer the leased area to Industrial Communications and that would be my client's position should they become involved in a lawsuit.

Of course, the Carmelites would prefer not to become involved in a lawsuit. If you feel that you can obtain a release from Industrial Communication then we will be willing to extend closing to allow you time to do this. If you do not wish to do this, my client will insist on going forward as called for in the purchase and sale agreement. To that end, Brother Dennis and I are planning to be at your offices tomorrow at one o'clock with certified funds in hand. Please advise how you wish to proceed.

Anne Marie

-----Original Message-----

From: Steve Brav [mailto:Steve.Brav@AmericanTower.com]
Sent: Monday, November 28, 2005 4:41 PM
To: Anne M. Hurley
Cc: Ross Elder; Michael Milsom
Subject: Paxton Closing

Anne Marie:

As I stated in my email to you of November 22, American Tower is not prepared to proceed to a closing when the probable result will be litigation over option rights by a third party. I might add that the Carmelites would likely be made a party to such an action as well.

We would again advise that the more practical and clearly more reasonable path is to attempt to obtain the necessary waiver (or other arrangement) with Industrial, or to restructure the land transaction between American Tower and the Carmelites so as not to invoke Industrial's option rights in the first instance. My understanding is that Ross Elder, American Tower's business person, is planning to contact Brother Dennis again in an attempt to work out a mutually agreeable business solution within this framework.

Steven Brav

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Subj: FW: Meeting w/ Dave Fenton
Date: Wednesday, November 16, 2005 3:03:32 PM
From: msennott@homegift.com
To: djfentonjr@aol.com
cc: etangley@hotmail.com, amhurley@websterfirst.com, broden39@aol.com

Dave:

I called you today and left you a message on your cell. Based on the information from the email below from Brother Dennis, you have completely lost credibility in living up to what you said you would do when we met at your offices. You promised me that by this morning before you met with Brother Dennis, you would send a fully executable P&S that includes the Carmelites right to develop wind energy on their property. Instead, your attorney sends an old draft that hasn't changed substantially in weeks.

I can't officially speak for the Carmelites, but my recommendation to them is to cease all discussions and negotiations with you as of 5 p.m. today unless the requested P&S is delivered.

I am disappointed at how you have apparently chosen to handle this. I can't make you be reasonable or fair. That choice is up to you.

Mark Sennott

From: Broden39@aol.com [mailto:Broden39@aol.com]
Sent: Wednesday, November 16, 2005 2:03 PM
To: MSennott@HomeGift.com
Subject: Meeting w/ Dave Fenton

Blessings Mark,

As you know, I met this morning with Dave Fenton of Industrial Communication, at my monastery at 30 Chrome Street, for two hours, at Dave's request. I know that you and Dave had an understanding that he was going to get you a fully executable Purchase & Sales agreement by this morning. Based on my conversation with Dave this morning, he seems to be indicating that he is now unwilling to do that. Mr. Fenton expressed interest in buying the entire parcel so that Industrial Communications could develop it for wind power and other uses. He further indicated that he would not produce the executable P&S that we have been waiting for, until he could get assurances that he would be included as a partner with the Carmelites and our investors. Mr. Fenton indicated that he had the funds, abilities and facility to develop wind energy on the property.

Mr. Fenton said he would grant an easement through the property for the development of the monastery, but he would not allow easement for the Carmelites or there investors to develop wind energy. Mr. Fenton indicated the P&S is done and all he needs to do is change a few words to allow us to develop wind energy, but he is not willing to do that until he meets with us and is able to negotiate himself in as a partner.

I am not sure what we should do now. I am very disappointed that he is not living up to his promises. My reading of our P&S with American Tower is that we are not required to get permission from

Industrial Communications to develop our "Green Building" monastery, which includes the use of Wind Energy. We have certainly tried to work out a business agreement with Industrial Communication where we would be able to walk away from the table with reasonable arrangements. I was not aware that I needed to allow him to partner this project in order for the P&S to be finalized. Not only does this seem to be unreasonable, but unethical, while holding us up in having the P&S signed and completed. To say the least, it appears to me that my hands are tied and unless we allow Mr. Fenton to participate in my monastic project, he will not give the simple easement which we have asked of him and of which he agreed, in his conversation with you.

Mark, to say the least, my heart is heavy. God did not call me to this property and project to come to an end in which we are not allowed, to build this temple for the Lord, because someone wants a "part of the action".

Call me so that we can discuss what to do next.

Br. Dennis

Brother Dennis-Anthony Wyrzykowski
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