Exhibit 10.30  
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 PLEDGE AGREEMENT  
  
  
 Pledge Agreement, made as of October 11, 2001, by and among J. Xxxxxxx  
Xxxxxx, Xx., an individual residing at 0000 Xxxxx Xxxx Xxxxx, Xxxxxxx, Xxxxxxx  
00000 (the "Pledgor"), and ATC Mexico Holding Corp., a Delaware corporation (the  
"Pledgee").  
  
 W I T N E S S E T H :  
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 WHEREAS, the Pledgee, American Tower Corporation, a Delaware corporation  
and an Affiliate of the Pledgee ("ATC"), American Tower International, Inc., a  
Delaware corporation ("ATC International"), the Pledgor are parties to a  
Stockholder Agreement, dated as of the date hereof (the "Stockholder  
Agreement"), pursuant to which the Pledgee will issue and sell to the Pledgor an  
aggregate of eight hundred sixty (860) shares (the "Shares") of Common Stock,  
par value $.01 per share, of the Pledgee (the "ATC Mexico Common Stock");  
  
 WHEREAS, the Pledgor will make payment for the Shares in part by the  
delivery of its promissory note (the "Pledgor Note") in the form attached to the  
Stockholder Agreement; and  
  
 WHEREAS, the Pledgee is unwilling to accept payment for the Shares to be  
issued and sold by it in the form of the Pledgor Note without the assurances  
herein provided;  
  
 NOW, THEREFORE, in consideration of the premises, the mutual covenants and  
agreements herein contained, of the Pledgee proceeding with the issue and sale  
of the Shares, and for other good and valuable consideration, the receipt,  
sufficiency and adequacy of which are hereby acknowledged, the parties hereto,  
intending to be legally bound, covenant and agree as follows:  
  
 Section 1. Certain Definitions. 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. References to "hereof,"  
"herein" or similar terms are intended to refer to the Agreement as a whole and  
not a particular section, and references to "this Section" or "this Article" are  
intended to refer to the entire section or article and not a particular  
subsection thereof. As used herein, unless the context otherwise requires, the  
terms defined in this Section shall have the respective meanings set forth  
herein and terms used in this Agreement without definition which are defined in  
the Stockholder Agreement or in any agreement referred to therein shall have the  
respective meanings set forth for such terms in the Stockholder Agreement or in  
any such agreement.  
  
 (a) The term "Stock" as used herein means the following certificates  
 representing issued and outstanding shares of ATC Mexico Common Stock and  
 of ATC Common Stock:  
  
  
 Certificate No. Issuer Number of Shares  
 --------------- ------ -----------------  
  
 2 Pledgee 860  
  
 ATC 413,031  
  
  
  
  
  
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 (b) The term "Obligations" as used herein means all indebtedness,  
 obligations and liabilities of the Pledgor to the Pledgee, now existing or  
 hereafter arising, direct or indirect, absolute or contingent, due or to  
 become due, matured or unmatured, liquidated or unliquidated, arising under  
 this Agreement, the Stockholder Agreement, the Pledgor Note and the other  
 agreements, instruments or other documents executed or required to be  
 executed pursuant hereto or thereto, each as from time to time amended or  
 revised, or under any other agreement, instrument or other document, or by  
 operation of law or otherwise.  
  
 (c) The term "Collateral" as used herein means the Stock and any other  
 property at any time, whether now or hereafter, pledged with the Pledgee  
 hereunder (whether described herein or not) and all income therefrom,  
 increases therein and proceeds thereof, except to the extent otherwise  
 provided in Section 5.  
  
 (d) The term "Event of Default" shall mean an event of default  
 pursuant to the terms of any of the documents or instruments evidencing any  
 of the Obligations. The term "Default" shall mean an Event which with  
 notice, or passage of time, or both, would become an Event of Default.  
  
 Section 2. Security for Obligations. The Pledgor hereby grants a security  
interest in and pledges, assigns and delivers the Stock to the Pledgee, as  
security for the Obligations, to be held by the Pledgee subject to the terms and  
conditions hereinafter set forth. All of the Stock, accompanied by stock powers  
duly executed in blank by the Pledgor, has been delivered to the Pledgee by the  
Pledgor. The Pledgor hereby acknowledges and agrees that the Pledgee may deliver  
(or cause one or more of its subsidiaries to deliver) such certificates as  
security to one or more banks or other financial institutions extending credit,  
from time to time, to the Pledgee or one or more of its subsidiaries.  
  
 Section 3. Representations, Warranties and Covenants of the Pledgor. The  
Pledgor represents and warrants (which representations and warranties shall  
continue to be true and correct at all times during the term of this Agreement  
with the same force and effect as though made on a continuing basis and not  
merely as of the date hereof) that the representations and warranties made by it  
in the Stockholder Agreement, all of which are incorporated herein by reference,  
are true and correct and that (a) this Agreement constitutes, and each other  
agreement, instrument or other document executed or required to be executed  
pursuant hereto or thereto when executed and delivered by it will constitute,  
valid and binding obligations of it, enforceable in accordance with their  
respective terms, except as (i) the enforceability thereof may be limited by  
bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or  
other laws of general applicability affecting the enforcement of creditors' or  
secured parties' rights or debtors' obligations generally, and (ii) the  
availability of specific performance or other equitable remedies may be limited  
by equitable principles of general applicability (whether in a court of law or  
in equity); provided, however, that such equitable principles will not prevent  
the Pledgee from obtaining a practical realization of the economic benefits of  
this Agreement; (b) it owns and has good, indefeasible and merchantable title to  
the shares pledged by it hereunder, and will own any other Collateral pledged  
from time to time hereunder, free and clear of all liens and encumbrances; and  
(c) it is, and, after giving effect to the consummation of the transactions  
contemplated by the Stockholder Agreement and this Agreement, will be, Solvent.  
  
 Section 4. Liquidation, Recapitalization, Etc. In case any distribution of  
capital or stock dividend shall be made on or in respect of any of the Stock, or  
any money or property shall be distributed upon or with respect to any of the  
Stock, pursuant to recapitalization or reclassification of the capital of the  
Pledgee or ATC, or pursuant to the consummation of any merger, consolidation,  
reorganization or liquidation or dissolution of Pledgee or ATC, the money or  
property so distributed shall be delivered to  
  
  
  
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the Pledgee to be held by it as part of the Collateral and as security for the  
Obligations. All sums of money and property, if any, paid or distributed in  
respect of the Stock, upon such other merger, consolidation, liquidation,  
dissolution, reorganization, recapitalization or reclassification, which are  
received by the Pledgor shall, until paid or delivered to the Pledgee, be held  
in trust for the Pledgee as part of the Collateral and as security for the  
Obligations.  
  
 Section 5. Dividends, Voting, Etc., Prior to Maturity. Unless and until a  
Default or an Event of Default shall have occurred, and until notice of such  
Default or Event of Default has been given by the Pledgee, the Pledgor shall be  
entitled to receive all regular cash dividends paid in respect of the Stock, to  
vote the Stock and to give consents, waivers and ratifications in respect of the  
Stock; provided, however, that no vote shall be cast, or consent, waiver or  
ratification given or action taken which would be inconsistent with or violate  
any provisions of any of this Agreement, the Stockholder Agreement, the Pledgor  
Note or any agreement, instrument or other document executed or required to be  
executed pursuant hereto or thereto. Until the occurrence of a Default or an  
Event of Default, the Pledgee shall pay over to the Pledgor, forthwith upon  
receipt, all regular cash dividends paid on the Stock, and shall execute and  
deliver to the Pledgor such proxies or other documents in writing as may be  
necessary to enable the Pledgor to exercise the foregoing rights. All such  
rights of the Pledgor to receive regular cash dividends on the Stock, to vote  
and give consents, waivers and ratifications shall cease forthwith in case a  
Default or an Event of Default shall have occurred, without any notice (except  
as provided in this Section) or demand by the Pledgee to the Pledgor.  
  
 Section 6. Remedies. If a Default or an Event of Default shall have  
occurred, the Pledgee shall thereafter have the following rights and remedies  
(to the maximum extent permitted by applicable law) in addition to the rights  
and remedies of a secured party under the Uniform Commercial Code of The  
Commonwealth of Massachusetts all such rights and remedies being cumulative, not  
exclusive, and enforceable alternatively, successively or concurrently, at such  
time or times as the Pledgee, in its sole and absolute discretion, deems  
expedient:  
  
 (a) The Pledgee may vote any or all shares of the Stock (whether or  
 not the same shall have been transferred into its name or the name of its  
 nominee or nominees) and give all consents, waivers and ratifications in  
 respect of the Stock and otherwise act with respect thereto as though it  
 were the outright owner thereof (the Pledgor hereby irrevocably  
 constituting and appointing the Pledgee the proxy and attorney-in-fact of  
 the Pledgor, with full power of substitution, to do so);  
  
 (b) The Pledgee may demand, xxx for, collect or make any compromise or  
 settlement the Pledgee deems suitable in respect of any Collateral held by  
 it hereunder;  
  
 (c) The Pledgee may sell, assign or otherwise Transfer any or all of  
 the Collateral, for cash and upon such terms, at such place or places and  
 at such time or times and to such Persons as the Pledgee, in its sole and  
 absolute discretion, deems expedient, all without demand for performance by  
 the Pledgor or any notice or advertisement whatsoever except such as may be  
 required by applicable law; and  
  
 (d) The Pledgee may cause all or any part of the Stock held by it to  
 be transferred into its name or the name of its nominee or nominees.  
  
 The Pledgee may buy any part or all of the Collateral at any public sale  
and if any part or all of the Collateral is of a type customarily sold in a  
recognized market or is of the type which is the subject of widely-distributed  
standard price quotations, the Pledgee may, in its sole and absolute discretion,  
buy at private sale and may make payments therefor by any means including,  
without limitation, cancellation, in  
  
  
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whole or in part, of any of the Obligations secured thereby. The Pledgee may, in  
its sole and absolute discretion, apply the cash proceeds actually received from  
any sale or other disposition to the reasonable expenses of retaking, holding,  
preparing for sale, selling and the like, to reasonable attorneys fees, and all  
legal expenses, travel and other expenses which may be incurred by the Pledgee  
in attempting to collect the Obligations or to enforce this Agreement, the  
Stockholder Agreement or any agreement, instrument or other document executed or  
required to be executed pursuant hereto or thereto or any agreement, instrument  
or other document evidencing the Obligations or in the prosecution or defense of  
any legal action, litigation or other proceeding related to the subject matter  
of this Agreement, the Stockholder Agreement or any agreement, instrument or  
other document executed or required to be executed pursuant hereto or thereto or  
any agreement, instrument or other document evidencing the Obligations, and then  
to the Obligations with respect to principal or interest, or both, or other fees  
and expenses, in such proportions as the Pledgee, in its sole and absolute  
discretion, shall determine; and any surplus shall be paid to the Pledgor.  
  
 The Pledgor recognizes that the Pledgee may be unable to effect a public  
sale of the Stock by reason of certain prohibitions contained in federal or  
state securities laws or other applicable laws, or agreement, instrument or  
other documents to which such Stock may be subject, but may be compelled to  
resort to one or more private sales thereof to a restricted group of purchasers.  
The Pledgor agrees that any such private sales may be at prices and other terms  
less favorable to the seller than if sold at public sales and that such private  
sales shall be deemed to have been made in a commercially reasonable manner. The  
Pledgee shall be under no obligation to delay a sale of any of the Stock for the  
period of time necessary to permit the issuer of such securities to register  
such securities for public sale under federal and state securities laws or other  
applicable law, even if the issuer would agree to do so.  
  
 Section 7. Marshalling. The Pledgee shall not be required to marshal any  
present or future security for (including without limitation this Agreement and  
the Collateral pledged hereunder), or guaranties of, the Obligations or any of  
them, or to resort to such security or guaranties in any particular order; and  
all of the rights hereunder and in respect of such security and guaranties shall  
be cumulative and in addition to all other rights, however existing or arising.  
To the maximum extent permitted by applicable law, the Pledgor hereby agrees  
that it will not invoke any law relating to the marshalling of collateral which  
might cause delay in or impede the enforcement of the Pledgee's rights under  
this Agreement, the Stockholder Agreement or any agreement, instrument or other  
document executed or required to be executed pursuant hereto or thereto or under  
any other agreement, instrument or other document evidencing any of the  
Obligations or under which any of the Obligations is outstanding or by which any  
of the Obligations is secured or guaranteed, and, to the maximum extent  
permitted by applicable law, the Pledgor hereby irrevocably waives the benefits  
of all such laws.  
  
 Section 8. Pledgor's Obligations Not Affected. The obligations of the  
Pledgor hereunder shall remain in full force and effect without regard to, and  
shall not be impaired by (a) any bankruptcy, insolvency, reorganization,  
arrangement, readjustment, composition, dissolution, liquidation or other Act of  
Bankruptcy (or legal action, litigation or other proceeding with respect to any  
of the foregoing) of the Pledgor; (b) any exercise or non-exercise, or any  
waiver, by the Pledgee of any right, remedy, power or privilege under or in  
respect of any of the Obligations or any security therefor (including this  
Agreement); or (c) the taking of additional security for, or any guaranty of,  
any of the Obligations or the release or discharge or termination of any other  
security or guaranty for any of the Obligations; whether or not the Pledgor  
shall have notice or knowledge of any of the foregoing.  
  
 Section 9. Pledgee's Exoneration. Under no circumstances shall the Pledgee  
be deemed to assume any responsibility for or obligation or duty with respect to  
any part or all of the Collateral of any nature or kind, or any matter or legal  
action, litigation or other proceeding arising out, of or relating thereto, but  
the same shall be at the Pledgor's sole and exclusive risk at all times. The  
Pledgee shall not  
  
  
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be required to take or refrain from taking any action of any kind to collect,  
preserve or protect its or the Pledgor's rights in the Collateral or against  
other parties thereto. The Pledgee's prior recourse to any part or all of the  
Collateral shall not constitute a condition of any demand or legal action,  
litigation or other proceeding for payment or collection of the Obligations.  
  
 Section 10. Termination. Upon payment and performance in full of the  
Obligations in accordance with their terms and the performance by the Pledgor of  
all of its covenants and agreements hereunder, this Agreement shall terminate,  
and the Pledgor shall be entitled to the return, at the Pledgor's expense, of  
such of the Collateral in the possession or control of the Pledgee as has not  
theretofore been disposed of pursuant to the provisions hereof, together with  
any monies and other property at the time held by the Pledgee hereunder. If at  
any time any payment made in respect of the Obligations shall be recovered or  
rescinded by or on behalf of Pledgor or must be otherwise restored or returned,  
whether upon the insolvency, bankruptcy, dissolution, liquidation or  
reorganization of Pledgor, or as a result of the appointment of a receiver,  
conservator of or trustee or similar officer for Pledgor or any substantial part  
of it property, any other Act of Bankruptcy, or otherwise, Pledgor's obligations  
under this Agreement shall be reinstated and continue as though such payment had  
not been made.  
  
 Section 11. Further Assurances. The Pledgor will do all such acts, and will  
furnish to the Pledgee all such financing documents, financing statements,  
certificates, legal opinions and other agreement, instrument or other documents  
and will obtain all such governmental authorizations and other consents and  
approvals and will do or cause to be done all such other things, including  
without limitation the execution and delivery of further agreement, instrument  
or other documents, as Pledgee may reasonably request from time to time in order  
to give full force and effect to this Agreement and to secure Pledgee's rights  
hereunder. Without limiting the generality of the foregoing, Pledgor agrees to  
deliver to Pledgee, from time to time at the request of Pledgee, such financial  
information relating to Pledgor as Pledgee may from time to time reasonably  
request, including, without limitation, personal balance sheets of Pledgor,  
certified by Pledgor to be true, correct and complete. Pledgor authorizes  
Pledgee to file any financing statement deemed by Pledgee, in its sole and  
absolute discretion, to be necessary or desirable to perfect the security  
interest granted by Pledgor to Pledgee, and, as agent for Pledgor, to sign the  
name of Pledgor thereto.  
  
 Section 12. Miscellaneous.  
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 (a) Termination. This Agreement may be terminated with the mutual consent  
of the Pledgor and the Pledgee.  
  
 (b) Expenses. Whether or not the transactions contemplated hereby shall be  
consummated, each party will pay all of its respective expenses in connection  
with such transactions and in connection with any amendments or waivers (whether  
or not the same become effective) under or in respect of this Agreement.  
  
 (c) Assignment; Successors and Assigns. This Agreement shall not be  
assignable by any party and any such assignment shall be null and void, except  
that it shall inure to the benefit of and be binding upon any successor to any  
party by operation of Law, including by way of merger, consolidation or sale of  
all or substantially all of its assets, and any of the parties may assign its  
rights and remedies hereunder to any bank or other financial institution that  
has loaned funds or otherwise extended credit to it or any of its Affiliates.  
This Agreement shall be binding upon and inure solely to the benefit of the  
parties and their permitted successors and assigns, and nothing in this  
Agreement, express or implied, is intended to or shall confer upon any person  
any right, benefit or remedy of any nature whatsoever under or by reason of this  
Agreement, except as otherwise provided in this Section.  
  
  
  
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 (d) Notices and Communications. All notices and other communications which  
by any provision of this Agreement are required or permitted to be given shall  
be given in writing and shall be effective (i) five (5) days after being mailed  
by first-class, express mail, postage prepaid, (ii) the next day when sent by  
overnight by a nationally recognized overnight mail courier service, (iii) upon  
confirmation when sent by telex, telegram, telecopy or other similar form of  
rapid transmission, confirmed by mailing (by first class or express mail,  
postage prepaid, or nationally recognized overnight mail courier service)  
written confirmation at substantially the same time as such rapid transmission,  
or (iv) upon delivery personally delivered to an officer of the receiving party.  
All such communications shall be mailed, set or delivered as set forth below or  
at such other addresses as the party entitled thereto shall have designated by  
notice as herein provided.  
  
 (i) if to the Pledgee, at 000 Xxxxxxxxxx Xxxxxx, Xxxxxx, Xxxxxxxxxxxxx  
 00000 Attention: Chief Executive Officer and Chief Financial Officer,  
 Telecopier No.: (000) 000-0000 with a copy (which shall not constitute  
 notice to the Pledgee) to Xxxxxxxx & Worcester LLP, Xxx Xxxx Xxxxxx Xxxxxx,  
 Xxxxxx, Xxxxxxxxxxxxx 00000, Attention: Xxxxxxx X. Xxxxx, Esq., Telecopier  
 No.: (000) 000-0000); and  
  
 (ii) if to the Pledgor, at 0000 Xxxx Xxxxxxxx Xxxxxxx, Xxxxx 000,  
 Xxxxxxx, Xxxxxxx 00000 with a copy (which shall not constitute notice to  
 the Pledgor) to King & Xxxxxxxx, 0000 Avenue of the Xxxxxxxx, Xxx Xxxx, Xxx  
 Xxxx 00000, Attention: Xxxx X. Xxxxxx, Esq., Telecopier No.: (212)  
 556-2222).  
  
 (e) Amendments and Waivers. Changes in or additions to this Agreement may  
be made, or compliance with any term, covenant, agreement, condition or  
provision set forth herein may be omitted or waived (either generally or in a  
particular instance and either retroactively or prospectively) with, but only  
with, the consent in writing of the parties hereto. No delay on the part of  
either party at any time or times in the exercise of any right or remedy shall  
operate as a waiver thereof. Any consent may be given subject to satisfaction of  
conditions stated therein. The failure to insist upon the strict provisions of  
any covenant, term, condition or other provision of this Agreement or to  
exercise any right or remedy thereunder shall not constitute a waiver of any  
such covenant, term, condition or other provision thereof or default in  
connection therewith. The waiver of any covenant, term, condition or other  
provision thereof or default thereunder shall not affect or alter this Agreement  
in any other respect, and each and every covenant, term, condition or other  
provision of this Agreement shall, in such event, continue in full force and  
effect, except as so waived, and shall be operative with respect to any other  
then existing or subsequent default in connection therewith.  
  
 (f) Governing Law. The validity, interpretation, construction and  
performance of this Agreement shall be governed by, and construed in accordance  
with, the applicable laws of the United States of America and the laws of the  
State of Delaware applicable to contracts made and performed in such State and,  
in any event, without giving effect to any choice or conflict of laws provision  
or rule that would cause the application of domestic substantive laws of any  
other jurisdiction.  
  
 (g) Entire Agreement. This Agreement constitutes the entire agreement among  
the parties hereto with respect to the subject matter hereof and supersedes all  
prior agreements, arrangements, covenants, promises, conditions, understandings,  
inducements, representations and negotiations, expressed or implied, oral or  
written, between them as to such subject matter.  
  
 (h) Specific Performance; Other Rights and Remedies. 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 be entitled to  
injunctive relief and to enforce its rights by an action for specific  
performance to the extent  
  
  
  
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permitted by Applicable Law. Each party hereby waives any requirement for  
security or the posting of any bond or other surety in connection with any  
temporary or permanent award of injunctive, mandatory or other equitable relief.  
Nothing herein contained shall be construed as prohibiting each party from  
pursuing any other remedies available to it pursuant to the provisions of, and  
subject to the limitations contained in, this Agreement for such breach or  
threatened breach; provided, however, that none of the parties shall pursue, and  
each party hereby waives, any punitive, indirect, special, incidental,  
exemplary, consequential or similar damages arising out of this Agreement  
(including without limitation damages for diminution in value and loss of  
anticipated profits other than those, if any, resulting from a delay in the  
Pledgor's ability to sell the ATC Common Stock because of a breach by the  
Pledgee) and the multiplied portion of damages.  
  
 (i) Saturdays, Sundays, Holidays, etc. If the last or appointed day for  
taking of any action required or permitted hereby shall be day other than a  
Business Day, then such action may be taken on the next succeeding Business Day.  
  
 (j) Headings; Counterparts. The headings contained in this Agreement are  
for reference purposes only and shall not limit or otherwise affect the meaning  
of any provision of this Agreement. This Agreement may be executed in any number  
of counterparts, each of which shall be an original, but all of which together  
shall constitute one instrument, binding upon all of the parties hereto. In  
pleading or proving any provision of this Agreement, it shall not be necessary  
to produce more than one of such counterparts.  
  
 (k) Severability. If any provision of this Agreement shall be held or  
deemed to be, or shall in fact be, invalid, inoperative, illegal or  
unenforceable as applied to any particular case in any jurisdiction or  
jurisdictions, or in all jurisdictions or in all cases, because of the conflict  
of any provision with any constitution or statute or rule of public policy or  
for any other reason, such circumstance shall not have the effect of rendering  
the provision or provisions in question invalid, inoperative, illegal or  
unenforceable in any other jurisdiction or in any other case or circumstance or  
of rendering any other provision or provisions herein contained invalid,  
inoperative, illegal or unenforceable to the extent that such other provisions  
are not themselves actually in conflict with such constitution, statute or rule  
of public policy, but this Agreement shall be reformed and construed in any such  
jurisdiction or case as if such invalid, inoperative, illegal or unenforceable  
provision had never been contained herein and such provision reformed so that it  
would be valid, operative and enforceable to the maximum extent permitted in  
such jurisdiction or in such case. Notwithstanding the foregoing, in the event  
of any such determination the effect of which is to affect materially and  
adversely any party, the parties shall negotiate in good faith to modify this  
Agreement so as to effect the original intent of the parties as closely as  
possible to the fullest extent permitted by Applicable Law in an acceptable  
manner to the end that the transactions contemplated by this Agreement are  
fulfilled and consummated to the maximum extent possible.  
  
 (l) Further Acts. Each party agrees that at any time, and from time to  
time, before and after the consummation of the transactions contemplated by this  
Agreement, it will do all such things and execute and deliver all such other  
agreements, instruments and documents and other assurances, as any other party  
or its counsel reasonably deems necessary or desirable in order to carry out the  
terms and conditions of this Agreement and the transactions contemplated hereby  
or to facilitate the enjoyment of any of the rights created hereby or to be  
created hereunder.  
  
 (m) Mutual Drafting. This Agreement is the result of the joint efforts of  
the parties, and each provision hereof has been subject to the mutual  
consultation, negotiation and agreement of the parties and there shall be no  
construction against either party based on any presumption of that party's  
involvement in the drafting thereof. Each of the parties is a sophisticated  
legal entity or individual that was advised by  
  
  
  
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experienced counsel and, to the extent it deemed necessary, other advisors in  
connection with this Agreement.  
  
 IN WITNESS WHEREOF, each of the parties hereto had caused this Agreement to  
be duly executed and delivered as of the day and year first above written.  
  
 ATC Mexico Holding Corp.  
  
  
 By: /s/ Xxxxxx X. Xxxx  
 ---------------------------------  
 Name:  
 Title: Chief Financial Officer  
  
  
 /s/ J. Xxxxxxx Xxxxxx, Xx.  
 ---------------------------------  
 J. Xxxxxxx Xxxxxx, Xx.  
  
  
  
  
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