

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

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AMENDMENT NO. 1  
To  
FORM S-1  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933  
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AMERICAN TOWER CORPORATION  
(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	4899 (Primary Standard Industrial Classification Code Number)	65-0723837 (I.R.S. Employer Identification No.)
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116 Huntington Avenue  
Boston, Massachusetts 02116  
(Address, including zip code, and telephone number, including area code, of  
registrant's principal executive offices)

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STEVEN B. DODGE  
American Tower Corporation  
116 Huntington Avenue  
Boston, Massachusetts 02116  
(617) 375-7500  
(Name, address, including zip code, and telephone number, including area code,  
of agent for service)

-----  
Copy to:  
NORMAN A. BIKALES, ESQ.  
Sullivan & Worcester LLP  
One Post Office Square  
Boston, Massachusetts 02109

Copy to:  
JOHN T. BOSTELMAN, ESQ.  
Sullivan & Cromwell  
125 Broad Street  
New York, New York 10004

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Approximate date of commencement of proposed sale to the public: As soon as  
practicable after the effective date of this Registration Statement.

If any of the securities being registered on this form are to be offered on a  
delayed or continuous basis pursuant to Rule 415 under the Securities Act of  
1933, check the following box.

If this form is filed to register additional securities for an offering  
pursuant to Rule 462(b) under the Securities Act, check the following box and  
list the Securities Act registration statement number of the earlier effective  
registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(c)  
under the Securities Act, check the following box and list the Securities Act  
registration statement number of the earlier effective registration statement  
for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d)  
under the Securities Act, check the following box and list the Securities Act  
registration statement number of the earlier effective registration statement  
for the same offering.

If delivery of the prospectus is expected to be made pursuant to Rule 434,  
check the following box.

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AMERICAN TOWER CORPORATION  
REGISTRATION STATEMENT ON FORM S-1

PART II

INFORMATION NOT REQUIRED IN THE PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

Securities and Exchange Commission fee.....	\$ 3,549
New York Stock Exchange annual fee.....	5,000
New York Stock Exchange listing fee.....	5,000
NASD Review fee.....	1,776
Printing and engraving fees.....	10,000
Accountants' fees and expenses.....	50,000
Legal fees and expenses.....	50,000
Miscellaneous.....	10,675
	-----
Total.....	\$136,000
	=====

The expenses shall be borne by the Selling Stockholder.

Item 14. Indemnification of Directors and Officers.

Section 145 of the DGCL provides, in effect, that any person made a party to any action by reason of the fact that he is or was a director, officer, employee or agent of ATC may and, in certain cases, must be indemnified by ATC against, in the case of a non-derivative action, judgments, fines, amounts paid in settlement and reasonable expenses (including attorney's fees), if in either type of action he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of ATC and, in a non-derivative action, which involves a criminal proceeding, in which such person had no reasonable cause to believe his conduct was unlawful. This indemnification does not apply, in a derivative action, to matters as to which it is adjudged that the director, officer, employee or agent is liable to ATC, unless upon court order it is determined that, despite such adjudication of liability, but in view of all the circumstances of the case, he is fairly and reasonably entitled to indemnity for expenses.

Article XII of ATC's By-Laws provides that ATC shall indemnify each person who is or was an officer or director of ATC to the fullest extent permitted by Section 145 of the DGCL.

Article Sixth of ATC's Restated Certificate states that no director of ATC shall be personally liable to ATC or its stockholders for monetary damages for breach of fiduciary duty as a director, except for (i) breach of the director's duty of loyalty to ATC or its stockholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or knowing violation of law, (iii) liability under Section 174 of the DGCL relating to certain unlawful dividends and stock repurchases, or (iv) any transaction from which the director derived an improper personal benefit.

Item 15. Recent Sales of Unregistered Securities.

Pursuant to that certain American Tower Systems Corporation Stock Purchase Agreement, dated as of January 8, 1998, by and among ATC and the Purchasers thereto, ATC consummated an equity financing involving the issuance of an aggregate of 1,350,050 shares of Class A Common Stock, 4,649,950 shares of Class B Common Stock and 2,000,000 shares of Class C Common Stock, each at \$10.00 per share, in exchange for \$30.6 million in cash and \$49.4 million of notes secured by common stock of American Radio Systems Corporation having a market value of not less than 175% of the principal amount and accrued and unpaid interest on such notes.

Pursuant to that certain Agreement and Plan of Merger, dated as of November 21, 1997, as amended, by and among ATC, American Tower Systems, Inc., a Delaware corporation (now known as American Towers,

Inc., "ATI"), Gearon & Co., Inc., a Georgia corporation ("Gearon") and J. Michael Gearon, Jr., pursuant to which Gearon was merged with and into ATI, with ATI as the surviving corporation, in January 1998 ATC issued an aggregate of 5,333,333 shares of Class A Common Stock and paid approximately \$32.0 million in cash or assumed liabilities for an aggregate agreed upon consideration of approximately \$80.0 million.

On June 4, 1998, ATC issued in a private placement to institutional investors 300,000 shares of Series A Pay-In-Kind Preferred Stock, \$1,000 liquidation preference per share, ("Interim Preferred Stock") pursuant to the Interim Financing Agreement.

Pursuant to the certain Agreement and Plan of Merger, dated as of April 14, 1998, by and among ATC, ATI, Intracoastal Broadcasting, Inc. ("Intracoastal") and the stockholders of Intracoastal, pursuant to which Intracoastal was merged with and into ATI, with ATI as the surviving corporation, in June 1998, ATC issued an aggregate of 720,000 shares of Class A Common Stock and issued its non-recourse note in the principal amount of approximately \$12.0 million in exchange for a broadcasting tower and notes in an aggregate principal amount equal to the principal amount of the ATC note.

Pursuant to the certain agreement and Plan of Merger, dated as of October 16, 1998, by and among ATC, ATI and Wauka Communications, Inc. ("Wauka"), pursuant to which Wauka was merged with and into ATI, with ATI as the surviving corporation, in October 1998, ATC issued an aggregate of 1,430,881 shares of Class A Common Stock as part of the consideration in the merger.

On February 4, 1999, ATC privately sold to Credit Suisse First Boston Corporation 500,000 shares of Class A Common Stock at \$26.31 per share, the closing price of the Class A Common Stock on the NYSE on such date. In connection with such sale, Credit Suisse First Boston Corporation was granted certain registration rights.

All of the shares referred to in the foregoing paragraphs were issued by ATC in reliance on the exemption from registration provided by Section 4(2) of the Securities Act of 1933, as amended (the "Securities Act"). Each holder represented that it was acquiring its shares for investment purposes and not with a view to distribution within the meaning of the Securities Act. The stock certificates issued to all such holders bore restrictive legends. No commission or other remuneration will be paid or given by ATC directly or indirectly in connection with any of the foregoing transactions.

#### Item 16. Exhibits and Financial Statement Schedules.

Listed below are the exhibits which are filed as part of this registration statement (according to the number assigned to them in Item 601 of Regulation S-K). Each exhibit marked by a (\*) is incorporated by reference to ATC's Registration Statement on Form S-4 (File No. 333-46025) filed on February 10, 1998. Each exhibit marked by a (+) is incorporated by reference to ATC's Registration Statement on Form S-1 (File No. 333-50111) filed on May 8, 1998. Each exhibit marked by a (++) is incorporated by reference to the filing of Amendment No. 2 to ATC's Registration Statement on Form S-1 (No. 333-52481) filed on June 30, 1998. Each exhibit marked by a (\*\*) is incorporated by reference to the filing of ATC's Current Report on Form 8-K filed on November 30, 1998. Each exhibit marked by a (\*\*\*) is incorporated by reference to the filing of ATC's Current Report on Form 8-K filed on January 8, 1999. Exhibit numbers in parenthesis refer to the exhibit number in the applicable filing. Each exhibit marked by a (+++) is incorporated by reference to ATC's Registration Statement on Form S-4 (File No. 333-76083) filed on January 15, 1999. Each Exhibit marked by a (+++++) is incorporated by reference from Registration Statement (333-70881) on January 21, 1999. Each exhibit marked by a (\*\*\*\*) is incorporated by reference to the filing of Amendment No. 1 to ATC's Registration Statement on Form S-1 (File No. 333-70881) filed on February 3, 1999. Each Exhibit marked by a (+) is incorporated by reference from the initial filing of this Registration Statement (No. 333-71939) on February 5, 1999.

Exhibit No. -----	Description of Document -----	Exhibit File No. -----
2.1	Agreement and Plan of Merger, dated as of November 21, 1997, by and among American Tower Systems Corporation ("ATS"), American Tower Systems, Inc., a Delaware corporation ("ATSI"), Gearon & Co., Inc., a Georgia corporation ("Gearon") and J. Michael Gearon, Jr. (the "Gearon Stockholder"). (Schedules and Exhibits omitted).....	(*2.1)
2.2	Amendment No. 1 to Agreement and Plan of Merger, dated as of January 22, 1998, among ATS, American Tower Systems (Delaware), Inc., a Delaware corporation (formerly known as American Tower Systems, Inc.), Gearon and the Gearon Stockholder.....	(*2.2)
2.3	Agreement and Plan of Merger, dated as of December 12, 1997, by and among ATS and American Tower Corporation, a Delaware corporation. (Schedules and Exhibits omitted).....	(*2.3)
2.4	Agreement and Plan of Merger, dated as of November 16, 1998, by and among ATC, American Towers, Inc., a wholly owned subsidiary of ATC and a Delaware corporation ("ATI"), and OmniAmerica, Inc., a Delaware corporation (Schedules and Exhibits omitted).....	(**2.1)
2.5	Agreement and Plan of Merger, dated as of November 16, 1998, by and among ATC, ATI and TeleCom Towers, L.L.C., a Delaware limited liability company ("TeleCom") (Schedules and Exhibits omitted).....	(**2.2)
2.6	Amended and Restated Agreement and Plan of Merger, dated as of December 18, 1998, by and among ATC, ATI, ATC Merger Corporation, a Delaware corporation ("ATMC"), and TeleCom (Schedules and Exhibits omitted) .....	(***2.1)
2.7	Amendment to the Amended and Restated Agreement and Plan of Merger, dated as of December 23, 1998, by and among ATC, ATI, ATMC, and TeleCom.....	(***2.2)
3(i).1	Restated Certificate of Incorporation of ATC, as filed with the Secretary of State of the State of Delaware on June 5, 1998.....	(++3(i).1)
3(i).2	Certificate of Designation relating to Exchange Pay-In-Kind Preferred Stock as filed with the Secretary of State of the State of Delaware on June 4, 1998.....	(++3(i).2)
3(i).3	Certificate of Designation relating to Series A Redeemable Pay-In-Kind Preferred Stock, as filed with the Secretary of State of the State of Delaware on June 4, 1998.....	(++3(i).3)
3(ii).1	By-Laws of ATC.....	(++3(ii).1)
5	Opinion of Sullivan & Worcester LLP.....	Filed herewith as Exhibit 5
10.1	Parent Loan Agreement, dated as of June 16, 1998, by and among ATC, Toronto Dominion (Texas), Inc., as Administrative Agent, and the Lenders parties thereto (the "Parent Loan Agreement").....	(++10.1)
10.1A	First Amendment to the Parent Loan Agreement, dated as of October 30, 1998, by and among ATC, Toronto Dominion (Texas), Inc., as Administrative Agent, and the Lenders Parties thereo.....	(+++10.1A)

Exhibit No. -----	Description of Document -----	Exhibit File No. -----
10.2A	ATS Facility A Loan Agreement, dated as of June 16, 1998 among American Tower Systems, L.P. ("ATSLP") and ATSI, as borrowers, and Toronto Dominion (Texas), Inc., as Administrative Agent, and the Banks parties thereto (the "Facility A Loan Agreement").....	(++10.2A)
10.2B	ATS Facility B Loan Agreement, dated as of June 16, 1998, by and among ATSLP and ATSI, as borrowers, and Toronto Dominion (Texas), Inc., and the Banks parties thereto (the "Facility B Loan Agreement")..	(++10.2B)
10.3	First Amendment to the ATS Facility A Loan Agreement, dated as of October 30, 1998 among ATSLP and ATI, as borrowers, and Toronto Dominion (Texas), Inc., as Administrative Agent, and the Banks parties thereto.....	(+++10.3)
10.3A	Second Amendment to the ATS Facility A Loan Agreement, dated February 8, 1999, among ATSLP and ATI, as borrowers, and Toronto Dominion (Texas), Inc., as Administrative Agent, and the Banks parties thereto.....	Filed herewith as Exhibit 10.3A
10.4	First Amendment to the ATS Facility B Loan Agreement, dated as of October 30, 1998 among ATSLP and ATI, as borrowers, and Toronto Dominion (Texas), Inc., as Administrative Agent, and the Banks parties thereto.....	(+++10.4)
10.4A	Second Amendment to the ATS Facility B Loan Agreement, dated February 8, 1997, among ATSLP and ATI, as borrowers, and Toronto Dominion (Texas), Inc., as Administrative Agent, and the Banks parties thereto.....	Filed herewith as Exhibit 10.4A
10.5	Asset Purchase Agreement, dated as of February 5, 1997, by and between ATSI and Meridian Radio Sites, a California general partnership ("Meridian Radio"). (Schedules and Exhibits omitted).....	(*10.5)
10.6	First Amendment to Asset Purchase Agreement, dated as of February 10, 1997, by and between ATSI and Meridian Radio.....	(*10.6)
10.7	Second Amendment to Asset Purchase Agreement, dated as of June 24, 1997, by and between ATSI and Meridian Radio.....	(*10.7)
10.8	Asset Purchase Agreement, dated as of February 5, 1997, by and between ATSI and Meridian Sales and Services Company, a California corporation ("Meridian Sales"). (Schedules and Exhibits omitted).....	(*10.8)
10.9	First Amendment to Asset Purchase Agreement, dated as of February 10, 1997, by and between ATSI and Meridian Sales.....	(*10.9)
10.10	Second Amendment to Asset Purchase Agreement, dated as of June 24, 1997, by and between ATSI and Meridian Sales.....	(*10.10)
10.11	Asset Purchase Agreement, dated as of February 5, 1997, by and between ATSI and Meridian Communications North, a California general partnership ("Meridian North"). (Schedules and Exhibits omitted).....	(*10.11)
10.12	First Amendment to Asset Purchase Agreement, dated as of February 10, 1997, by and between ATSI and Meridian North.....	(*10.12)
10.13	Second Amendment to Asset Purchase Agreement, dated as of June 24, 1997, by and between ATSI and Meridian North.....	(*10.13)
10.14	Asset Purchase Agreement, dated as of July 8, 1997, by and between ATSI and Diablo Communications, Inc., a California corporation. (Schedules and Exhibits omitted).....	(*10.20)
10.15	Asset Purchase Agreement, dated as of July 8, 1997, by and between ATSI and Diablo Communications of Southern California, Inc., a California corporation. (Schedules and Exhibits omitted).....	(*10.21)
10.16	Asset Purchase Agreement, dated as of July 8, 1997, by and between ATS and Suburban Cable T.V. Co.....	(*10.22)

Exhibit No. -----	Description of Document -----	Exhibit File No. -----
10.17	Stock Purchase Agreement, date as of September 30, 1997, by and between ATSI, OPM-USA-INC., a Florida corporation ("OPM"), and the Stockholders of OPM. (Schedules and Exhibits omitted).....	(*10.24)
10.18	Asset Purchase Agreement, dated as of October 4, 1997, by and between ATSI and Tucson Communications Company, L.P., a California limited partnership. (Schedules and Exhibits omitted).....	(*10.25)
10.19	American Tower Systems Corporation 1997 Stock Option Plan, dated as of November 5, 1997, as amended and restated on April 28, 1998.....	(+10.26)
10.20	American Tower Systems Corporation Stock Purchase Agreement, dated as of January 8, 1998, by and among ATS and the Purchasers.....	(*10.27)
10.21	Employment Agreement, dated as of January 22, 1988, by and between ATSI and J. Michael Gearon, Jr.....	(*10.28)
10.22	Letter of Agreement, dated as of April 13, 1998, by and between ATC and Douglas Wiest.....	(+++10.22)
10.23	ARS-ATS Separation Agreement, dated as of June 4, 1998 by and among American Radio Systems Corporation, a Delaware Corporation, ATS, and CBS Corporation.....	(++10.30)
10.24	Registration Rights Agreement, dated as of January 22, 1998, by and among ATC and each of the Parties named therein.....	Incorporated by reference to Exhibit 10.3 from the Company's Quarterly Report on Form 10-Q (File No. 001-14194) dated August 14, 1998
10.24A	Amendment to Registration Rights Agreement, dated February 4, 1999.....	Filed herewith as Exhibit 10.24A
10.25	Stock Purchase Agreement, dated as of February 4, 1999, by and between ATC and Credit Suisse First Boston Corporation.....	Filed herewith as Exhibit 10.25
10.26	Registration Rights Agreement, dated as of February 4, 1999, by and among ATC and Credit Suisse First Boston Corporation.....	Filed herewith as Exhibit 10.26
21	Subsidiaries of ATC.....	(+++21)
23.0	Consent of Sullivan & Worcester LLP.....	Contained in the opinion of Sullivan & Worcester LLP filed as part of Exhibit 5 (+)
23.1	Independent Auditors' Consent--Deloitte & Touche LLP.....	Exhibit 23.1 (+)
23.2	Consent of Pressman Ciocca Smith LLP.....	Exhibit 23.2 (+)
23.3	Consent of Rooney, Ida, Nolt & Ahern.....	Exhibit 23.3 (+)
23.4	Consent of Ernst & Young LLP.....	Exhibit 23.4 (+)

Exhibit No. -----	Description of Document -----	Exhibit File No. -----
23.5	Consent of KPMG LLP .....	Exhibit 23.5 (+)
23.6	Consent of Bill Mitts, Inc.....	Exhibit 23.6 (+)
23.7	Consent of Arthur Andersen LLP.....	Exhibit 23.7 (+)
23.8	Consent of Gollob, Morgan, Peddy & Co., P.C.....	Exhibit 23.8 (+)
23.9	Consent of KPMG LLP.....	Exhibit 23.9 (+)
23.10	Consent of Ernst & Young LLP.....	Exhibit 23.10 (+)
23.11	Consent of KPMG LLP.....	Exhibit 23.11 (+)
24	Power of Attorney.....	Filed as page II-7 of the Registration Statement (+)
99.1	Consent of Director Nominee, Jack D. Furst.....	Exhibit 99.1 (+)
99.2	Consent of Director Nominee, Dean H. Eisner.....	Exhibit 99.2 (+)

Item 17. Undertakings.

The undersigned registrant hereby undertakes that:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof.



SIGNATURES

Pursuant to the requirements of the Securities Act, the Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-1 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Boston, Commonwealth of Massachusetts, on the 8th day of February, 1999.

AMERICAN TOWER CORPORATION

By: /s/ Steven B. Dodge \*

-----  
 Steven B. Dodge  
 Chairman of the Board,  
 President and Chief Executive  
 Officer

Signature -----	Title -----	Date ----
/s/ Steven B. Dodge *	Chairman, President, Chief Executive Officer and Director	February 8, 1999
----- Steven B. Dodge		
/s/ Joseph L. Winn *	Chief Financial Officer and Treasurer	February 8, 1999
----- Joseph L. Winn		
/s/ Justin D. Benincasa	Vice President and Corporate Controller	February 8, 1999
----- Justin D. Benincasa individually and as attorney-in-fact		
/s/ Alan L. Box *	Executive Vice President and Director	February 8, 1999
----- Alan L. Box		
	Director	February 8, 1999
----- Arnold L. Chavkin		
/s/ J. Michael Gearon, Jr. *	Executive Vice President and Director	February 8, 1999
----- J. Michael Gearon Jr.		
	Director	February 8, 1999
----- Randall Mays		
/s/ Fred Lummis *	Director	February 8, 1999
----- Fred Lummis		
/s/ Thomas H. Stoner *	Director	February 8, 1999
----- Thomas H. Stoner		
	Director	February 8, 1999
----- Maggie Wilderotter		

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

VALUATION AND QUALIFYING ACCOUNTS

Period from July 17, 1995 (Incorporation) to December 31, 1995 and  
the Years Ended December 31, 1996 and 1997

Description	Column A Balance at Beginning of Period	Column B Charged to Cost and Expenses	Column C Charged to Other Accounts	Column D Deductions	Column E Balance at End of Period
Allowance for Doubtful Accounts: Period from July 17, 1995 to December 31, 1995.....	\$ --	\$ --	\$--	\$ --	\$ --
Year Ended December 31, 1996.....	\$ --	\$ 47,044	\$--	\$ --	\$ 47,044
Year Ended December 31, 1997.....	\$47,044	\$124,350	\$--	\$46,310	\$125,084

EXHIBIT INDEX

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2.2	Amendment No. 1 to Agreement and Plan of Merger, dated as of January 22, 1998, among ATS, American Tower Systems (Delaware), Inc., a Delaware corporation (formerly known as American Tower Systems, Inc.), Gearon and the Gearon Stockholder...	(*2.2)
2.3	Agreement and Plan of Merger, dated as of December 12, 1997, by and among ATS and American Tower Corporation, a Delaware corporation. (Schedules and Exhibits omitted).....	(*2.3)
2.4	Agreement and Plan of Merger, dated as of November 16, 1998, by and among ATC, American Towers, Inc., a wholly owned subsidiary of ATC and a Delaware corporation ("ATI"), and OmniAmerica, Inc., a Delaware corporation (Schedules and Exhibits omitted).....	(**2.1)
2.5	Agreement and Plan of Merger, dated as of November 16, 1998, by and among ATC, ATI and TeleCom Towers, L.L.C., a Delaware limited liability company ("TeleCom") (Schedules and Exhibits omitted).....	(**2.2)
2.6	Amended and Restated Agreement and Plan of Merger, dated as of December 18, 1998, by and among ATC, ATI, ATC Merger Corporation, a Delaware corporation ("ATMC"), and TeleCom (Schedules and Exhibits omitted) .....	(***2.1)
2.7	Amendment to the Amended and Restated Agreement and Plan of Merger, dated as of December 23, 1998, by and among ATC, ATI, ATMC, and TeleCom.....	(***2.2)
3(i).1	Restated Certificate of Incorporation of ATC, as filed with the Secretary of State of the State of Delaware on June 5, 1998.....	(++3(i).1)
3(i).2	Certificate of Designation relating to Exchange Pay-In-Kind Preferred Stock as filed with the Secretary of State of the State of Delaware on June 4, 1998...	(++3(i).2)
3(i).3	Certificate of Designation relating to Series A Redeemable Pay-In-Kind Preferred Stock, as filed with the Secretary of State of the State of Delaware on June 4, 1998.....	(++3(i).3)

Exhibit No. -----	Description of Document -----	Exhibit File No. -----
3(ii).1 5	By-Laws of ATC..... Opinion of Sullivan & Worcester LLP.....	(+3(ii).1) Filed herewith as Exhibit 5
10.1	Parent Loan Agreement, dated as of June 16, 1998, by and among ATC, Toronto Dominion (Texas), Inc., as Administrative Agent, and the Lenders parties thereto (the "Parent Loan Agreement").....	(+10.1)
10.1A	First Amendment to the Parent Loan Agreement, dated as of October 30, 1998, by and among ATC, Toronto Dominion (Texas), Inc., as Administrative Agent, and the Lenders Parties thereo.....	(++10.1A)
10.2A	ATS Facility A Loan Agreement, dated as of June 16, 1998 among American Tower Systems, L.P. ("ATSLP") and ATSI, as borrowers, and Toronto Dominion (Texas), Inc., as Administrative Agent, and the Banks parties thereto (the "Facility A Loan Agreement").....	(+10.2A)
10.2B	ATS Facility B Loan Agreement, dated as of June 16, 1998, by and among ATSLP and ATSI, as borrowers, and Toronto Dominion (Texas), Inc., and the Banks parties thereto (the "Facility B Loan Agreement")..	(+10.2B)
10.3	First Amendment to the ATS Facility A Loan Agreement, dated as of October 30, 1998 among ATSLP and ATI, as borrowers, and Toronto Dominion (Texas), Inc., as Administrative Agent, and the Banks parties thereto.....	(++10.3)
10.3A	Second Amendment to the ATS Facility A Loan Agreement, dated February 8, 1999, among ATSLP and ATI, as borrowers and Toronto Dominion (Texas), Inc., as Administrative Agent, and the Banks parties thereto.....	Filed herewith as Exhibit 10.3A
10.4	First Amendment to the ATS Facility B Loan Agreement, dated as of October 30, 1998 among ATSLP and ATI, as borrowers, and Toronto Dominion (Texas), Inc., as Administrative Agent, and the Banks parties thereto.....	(++10.4)
10.4A	Second Amendment to the ATS Facility B Loan Agreement, dated February 8, 1997, among ATSLP and ATI, as borrowers, and Toronto Dominion (Texas), Inc., as Administrative Agent, and the Banks parties thereto .....	Filed herewith as Exhibit 10.4A
10.5	Asset Purchase Agreement, dated as of February 5, 1997, by and between ATSI and Meridian Radio Sites, a California general partnership ("Meridian Radio"). (Schedules and Exhibits omitted).....	(*10.5)
10.6	First Amendment to Asset Purchase Agreement, dated as of February 10, 1997, by and between ATSI and Meridian Radio.....	(*10.6)
10.7	Second Amendment to Asset Purchase Agreement, dated as of June 24, 1997, by and between ATSI and Meridian Radio.....	(*10.7)
10.8	Asset Purchase Agreement, dated as of February 5, 1997, by and between ATSI and Meridian Sales and Services Company, a California corporation ("Meridian Sales"). (Schedules and Exhibits omitted).....	(*10.8)
10.9	First Amendment to Asset Purchase Agreement, dated as of February 10, 1997, by and between ATSI and Meridian Sales.....	(*10.9)
10.10	Second Amendment to Asset Purchase Agreement, dated as of June 24, 1997, by and between ATSI and Meridian Sales.....	(*10.10)
10.11	Asset Purchase Agreement, dated as of February 5, 1997, by and between ATSI and Meridian Communications North, a California general partnership ("Meridian North"). (Schedules and Exhibits omitted).....	(*10.11)

Exhibit No. -----	Description of Document -----	Exhibit File No. -----
10.12	First Amendment to Asset Purchase Agreement, dated as of February 10, 1997, by and between ATSI and Meridian North.....	(*10.12)
10.13	Second Amendment to Asset Purchase Agreement, dated as of June 24, 1997, by and between ATSI and Meridian North.....	(*10.13)
10.14	Asset Purchase Agreement, dated as of July 8, 1997, by and between ATSI and Diablo Communications, Inc., a California corporation. (Schedules and Exhibits omitted).....	(*10.20)
10.15	Asset Purchase Agreement, dated as of July 8, 1997, by and between ATSI and Diablo Communications of Southern California, Inc., a California corporation. (Schedules and Exhibits omitted).....	(*10.21)
10.16	Asset Purchase Agreement, dated as of July 8, 1997, by and between ATS and Suburban Cable T.V. Co.....	(*10.22)
10.17	Stock Purchase Agreement, date as of September 30, 1997, by and between ATSI, OPM-USA-INC., a Florida corporation ("OPM"), and the Stockholders of OPM. (Schedules and Exhibits omitted).....	(*10.24)
10.18	Asset Purchase Agreement, dated as of October 4, 1997, by and between ATSI and Tucson Communications Company, L.P., a California limited partnership. (Schedules and Exhibits omitted).....	(*10.25)
10.19	American Tower Systems Corporation 1997 Stock Option Plan, dated as of November 5, 1997, as amended and restated on April 28, 1998.....	(+10.26)
10.20	American Tower Systems Corporation Stock Purchase Agreement, dated as of January 8, 1998, by and among ATS and the Purchasers.....	(*10.27)
10.21	Employment Agreement, dated as of January 22, 1988, by and between ATSI and J. Michael Gearon, Jr.....	(*10.28)
10.22	Letter of Agreement, dated as of April 13, 1998, by and between ATC and Douglas Wiest.....	(+++10.22)
10.23	ARS-ATS Separation Agreement, dated as of June 4, 1998 by and among American Radio Systems Corporation, a Delaware Corporation ("ARS"), ATS, and CBS Corporation.....	(++10.30)
10.24	Registration Rights Agreement, dated as of January 22, 1998, by and among ATC and each of the Parties named therein.....	Incorporated by reference to Exhibit 10.3 from the Company's Quarterly Report on Form 10-Q (File No. 001-14194) dated August 14, 1998 Filed herewith as Exhibit 10.24A
10.24A	Amendment to Registration Rights Agreement, dated February 4, 1999.....	Filed herewith as Exhibit 10.25
10.25	Stock Purchase Agreement, dated as of February 4, 1999, by and among ATC and Credit Suisse First Boston Corporation.....	Filed herewith as Exhibit 10.26
10.26	Registration Rights Agreement, dated as of February 4, 1999, by and among ATC and Credit Suisse First Boston Corporation.....	(+++21)
21	Subsidiaries of ATC.....	

Exhibit No. -----	Description of Document -----	Exhibit File No. -----
23.0	Consent of Sullivan & Worcester LLP.....	Contained in the opinion of Sullivan & Worcester LLP filed herewith as part of Exhibit 5 (+) Exhibit 23.1
23.1	Independent Auditors' Consent--Deloitte & Touche LLP.....	(+) Exhibit 23.1
23.2	Consent of Pressman Ciocca Smith LLP.....	Exhibit 23.2 (+)
23.3	Consent of Rooney, Ida, Nolt & Ahern.....	Exhibit 23.3 (+)
23.4	Consent of Ernst & Young LLP.....	Exhibit 23.4 (+)
23.5	Consent of KPMG LLP .....	Exhibit 23.5 (+)
23.6	Consent of Bill Mitts, Inc.....	Exhibit 23.6 (+)
23.7	Consent of Arthur Andersen LLP.....	Exhibit 23.7 (+)
23.8	Consent of Gollob, Morgan, Peddy & Co., P.C.....	Exhibit 23.8 (+)
23.9	Consent of KPMG LLP.....	Exhibit 23.9 (+)
23.10	Consent of Ernst & Young LLP.....	Exhibit 23.10 (+)
23.11	Consent of KPMG LLP.....	Exhibit 23.11 (+)
24	Power of Attorney.....	Filed as page II-7 of the Registration Statement (+)
99.1	Consent of Director Nominee, Jack D. Furst.....	Exhibit 99.1 (+)
99.2	Consent of Director Nominee, Dean H. Eisner.....	Exhibit 99.2 (+)

SECOND AMENDMENT AND WAIVER  
TO  
ATS FACILITY A LOAN AGREEMENT

THIS SECOND AMENDMENT AND WAIVER TO ATS FACILITY A LOAN AGREEMENT (this "Amendment and Waiver"), dated as of the 8th day of February, 1999 (the "Amendment and Waiver Date"), by and among AMERICAN TOWER, L.P. (formerly known as American Tower Systems, L.P.), a Delaware limited partnership, and AMERICAN TOWERS, INC. (formerly known as American Tower Systems (Delaware), Inc.), a Delaware corporation (collectively, the "Borrower"), the FINANCIAL INSTITUTIONS SIGNATORY HERETO and TORONTO DOMINION (TEXAS), INC., as administrative agent (the "Administrative Agent") for the Banks (as defined in the Loan Agreement defined below);

W I T N E S S E T H:  
-----

WHEREAS, the Borrower, the Banks and the Administrative Agent are parties to that certain ATS Facility A Loan Agreement dated as of June 16, 1998, as amended by that certain First Amendment to ATS Facility A Loan Agreement dated as of October 30, 1998 (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"); and

WHEREAS, the Borrower has informed the Administrative Agent that American Tower Corporation, a Delaware corporation and the parent company of the Borrower (the "Parent") will issue an estimated 25,700,000 shares of Capital Stock in a public sale and 500,000 shares of Capital Stock in a private sale, both to be consummated in February, 1999 (the actual issuance being referred to hereinafter as the "1999 Parent Equity Issuance"); and

WHEREAS, the Borrower has informed Administrative Agent that it would like to receive Facility A Capital Raise Proceeds in connection with the 1999 Parent Equity Issuance without (a) making certain repayments of the Loans, as would otherwise be required pursuant to Section 2.7(b)(v) of the Loan Agreement (the "Mandatory Repayment") or (b) having the Revolving Loan Commitment reduced, as would otherwise be required pursuant to Section 2.5(d) of the Loan Agreement, upon and in an amount equal to any repayment of the Revolving Loans required under Section 2.7(b)(v) of the Loan Agreement (the "Mandatory Reduction"), in each case, upon receipt by the Parent, the Borrower or any Restricted Subsidiary of any such Facility A Capital Raise Proceeds; and

WHEREAS, the Borrower has requested that the Banks waive, solely in connection with the 1999 Parent Equity Issuance, each of (i) the Mandatory Reduction, (ii) the Mandatory Repayment and (iii) any Default or Event of Default under the Facility A Loan Agreement which would otherwise occur if the Mandatory Repayment is not made; and

WHEREAS, the Borrower and the Banks have agreed to (a) waive, solely in connection with the 1999 Parent Equity Issuance, (i) the Mandatory Reduction, (iii) the Mandatory Repayment and (ii) any Default or Event of Default under the Facility A Loan Agreement which would otherwise occur if the Mandatory Repayment is made not made, and (b) amend Section 2.3 (f) of the Loan Agreement to change the Applicable Margin set forth therein, in each case, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that all capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement, and further agree as follows:

1. Waiver In Connection with the Equity Issuance. This Amendment and

-----  
Waiver, when executed by each of the Banks and accepted by the Borrower, will, subject to the terms and conditions hereof, reflect the Banks' waiver, solely in connection with the 1999 Parent Equity issuance of (i) the Mandatory Reduction, (ii) the Mandatory Repayment, and (iii) any Default or Event of Default under the Loan Agreement which would otherwise arise as a direct or indirect result of the failure to make the Mandatory Repayment, in each case, as would otherwise be required under the Loan Agreement as a direct or indirect result of receipt by the Parent, the Borrower or any Restricted Subsidiary of any Facility A Capital Raise Proceeds in connection with the 1999 Parent Equity Issuance.

2. Amendment to Article 2. Section 2.3(f) of the Loan Agreement,

-----  
Interest: Applicable Margin, is hereby amended by deleting the first sentence  
-----  
immediately following the Applicable Margin Ratio grid set forth in such section in its entirety and by substituting in lieu thereof the following:

"Notwithstanding the foregoing, the LIBOR Advance Applicable Margin shall not be less than, (i) prior to and including June 30, 1999, two percent (2.000%), and (ii) from July 1, 1999 through and including December 31, 1999, one and three quarters of one percent (1.750%)."

3. No Other Amendment or Waiver. Except for the amendments set forth

-----  
above, the text of the Loan Agreement and all other Loan Documents shall remain unchanged and in full force and effect. No waiver by the Administrative Agent or the Banks under the Loan



Agreement or any other Loan Document is granted or intended except as expressly set forth herein, and the Administrative Agent and the Banks expressly reserve the right to require strict compliance in all other respects (whether or not in connection with any Requests for Advance). Except as set forth herein, the amendment agreed to herein shall not constitute a modification of the Loan Agreement or any of the other Loan Documents, or a course of dealing with the Administrative Agent and the Banks at variance with the Loan Agreement or any of the other Loan Documents, such as to require further notice by the Administrative Agent, the Banks or the Majority Banks to require strict compliance with the terms of the Loan Agreement and the other Loan Documents in the future.

4. Representations and Warranties. The Borrower hereby represents and

warrants in favor of each of the Administrative Agent and each Bank that the representations and warranties contained in Section 4.1 of the Loan Agreement and contained in the other Loan Documents remain true and correct as of the date hereof, both before and after giving effect to this Amendment and Waiver, except to the extent previously fulfilled in accordance with the terms of the Loan Agreement or such other Loan Document, as applicable, or to the extent relating specifically to the Agreement Date. No Default now exists or will be caused hereby.

5. Condition Precedent. The effectiveness of this Amendment and Waiver

is subject to the receipt by the Administrative Agent of counterparts hereof executed by the Banks and the Borrower and of all documents, instruments, consents or items which the Administrative Agent shall deem appropriate in connection herewith.

6. Loan Documents. This document shall be deemed to be a Loan Document

for all purposes under the Loan Agreement and the other Loan Documents.

7. Counterparts. This Amendment and Waiver may be executed in any

number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

8. Governing Law. This Amendment and Waiver shall be construed in

accordance with and governed by the laws of the State of New York.

9. Severability. Any provision of this Amendment and Waiver which is

prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment and Waiver or caused it to be executed by their duly authorized officers, all as of the day and year first above written.

BORROWERS:

AMERICAN TOWER, L.P. (formerly known as  
American Tower Systems, L.P.)

By ATC GP INC. (formerly known as ATSC GP Inc.),  
its General Partner

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERICAN TOWERS, INC. (formerly known as  
American Tower Systems (Delaware), Inc.)

By: \_\_\_\_\_

Title: \_\_\_\_\_

ADMINISTRATIVE AGENT  
AND BANKS:

TORONTO DOMINION (TEXAS), INC., as  
Administrative Agent for itself and the Banks  
and as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERICAN TOWERS, INC.  
AMERICAN TOWER, L.P..  
SECOND AMENDMENT AND WAIVER TO ITS FACILITY A LOAN AGREEMENT  
Signature Page 1

BANK OF AMERICA NATIONAL TRUST AND  
SAVINGS ASSOCIATION, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK OF MONTREAL, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE BANK OF NEW YORK, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE BANK OF NOVA SCOTIA, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK OF SCOTLAND, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERICAN TOWERS, INC.  
AMERICAN TOWER, L.P..  
SECOND AMENDMENT AND WAIVER TO ITS FACILITY A LOAN AGREEMENT  
Signature Page 2

BANKBOSTON, N.A., as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANKERS TRUST COMPANY, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

BARCLAYS BANK, PLC, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE CHASE MANHATTAN BANK, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE CIT GROUP/EQUIPMENT FINANCING, INC., as  
a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERICAN TOWERS, INC.  
AMERICAN TOWER, L.P..  
SECOND AMENDMENT AND WAIVER TO ITS FACILITY A LOAN AGREEMENT  
Signature Page 3

CITY NATIONAL BANK, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

COBANK, ACB, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

CREDIT LYONNAIS NEW YORK BRANCH, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

CREDIT SUISSE FIRST BOSTON, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERICAN TOWERS, INC.

AMERICAN TOWER, L.P..

SECOND AMENDMENT AND WAIVER TO ITS FACILITY A LOAN AGREEMENT

Signature Page 4

CRESTAR BANK, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

DRESDNER BANK AG, NEW YORK AND GRAND  
CAYMAN BRANCHES, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

FIRST NATIONAL BANK OF MARYLAND, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

FLEET NATIONAL BANK, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERICAN TOWERS, INC.  
AMERICAN TOWER, L.P..  
SECOND AMENDMENT AND WAIVER TO ITS FACILITY A LOAN AGREEMENT  
Signature Page 5

GENERAL ELECTRIC CAPITAL CORPORATION, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE HOWARD BANK, N.A., as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

KEY CORPORATE CAPITAL INC., as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

LEHMAN COMMERCIAL PAPER INC., as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE LONG-TERM CREDIT BANK OF JAPAN, LTD.,  
NEW YORK BRANCH, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERICAN TOWERS, INC.  
AMERICAN TOWER, L.P..

MELLON BANK, N.A., as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

MERCANTILE BANK NATIONAL ASSOCIATION, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

MORGAN STANLEY SENIOR FUNDING, INC., as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

NATIONAL BANK OF CANADA, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERICAN TOWERS, INC.  
AMERICAN TOWER, L.P..  
SECOND AMENDMENT AND WAIVER TO ITS FACILITY A LOAN AGREEMENT  
Signature Page 7



PNC BANK, NATIONAL ASSOCIATION, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

SOCIETE GENERALE, NEW YORK BRANCH, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE STREET BANK AND TRUST COMPANY, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

UNION BANK OF CALIFORNIA, N.A., as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

US TRUST, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERICAN TOWERS, INC.

AMERICAN TOWER, L.P..

SECOND AMENDMENT AND WAIVER TO ITS FACILITY A LOAN AGREEMENT

Signature Page 8

SYNDICATED LOAN FUNDING TRUST

By Lehman Commercial Paper, Inc., not in its individual capacity, but solely as Asset Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERICAN TOWERS, INC.  
AMERICAN TOWER, L.P..

SECOND AMENDMENT AND WAIVER TO ITS FACILITY A LOAN AGREEMENT  
Signature Page 9

SECOND AMENDMENT AND WAIVER  
TO  
ATS FACILITY B LOAN AGREEMENT

THIS SECOND AMENDMENT AND WAIVER TO ATS FACILITY B LOAN AGREEMENT (this "Amendment and Waiver"), dated as of the 8th day of February, 1999 (the "Amendment and Waiver Date"), by and among AMERICAN TOWER, L.P. (formerly known as American Tower Systems, L.P.), a Delaware limited partnership, and AMERICAN TOWERS, INC. (formerly known as American Tower Systems (Delaware), Inc.), a Delaware corporation (collectively, the "Borrower"), the FINANCIAL INSTITUTIONS SIGNATORY HERETO and TORONTO DOMINION (TEXAS), INC., as administrative agent (the "Administrative Agent") for the Banks (as defined in the Loan Agreement defined below);

W I T N E S S E T H:  
- - - - -

WHEREAS, the Borrower, the Banks and the Administrative Agent are parties to that certain ATS Facility B Loan Agreement dated as of June 16, 1998, as amended by that certain First Amendment to ATS Facility B Loan Agreement dated as of October 30, 1998 (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"); and

WHEREAS, the Borrower has informed the Administrative Agent that American Tower Corporation, a Delaware corporation and the parent company of the Borrower (the "Parent") will issue an estimated 25,700,000 shares of Capital Stock in a public sale and 500,000 shares of Capital Stock in a private sale, both to be consummated in February, 1999 (the actual issuance being referred to hereinafter as the "1999 Parent Equity Issuance"); and

WHEREAS, the Borrower has informed Administrative Agent that it would like to receive Facility B Capital Raise Proceeds in connection with the 1999 Parent Equity Issuance without (a) making certain repayments of the Facility B Loan, as would otherwise be required pursuant to Section 2.7(b)(v) of the Loan Agreement (the "Mandatory Repayment") or (b) having the Facility B Commitment reduced, as would otherwise be required pursuant to Section 2.5(c) of the Loan Agreement, upon and in an amount equal to any repayment of the Facility B Loan required under Section 2.7(b)(v) of the Loan Agreement (the "Mandatory Reduction"), in each case, upon receipt by the Parent, the Borrower or any Restricted Subsidiary of any such Facility B Capital Raise Proceeds; and

WHEREAS, the Borrower has requested that the Banks waive, solely in connection with the 1999 Parent Equity Issuance, each of (i) the Mandatory Reduction, (ii) the Mandatory Repayment and (iii) any Default or Event of Default under the Facility B Loan Agreement which would otherwise occur if the Mandatory Repayment is not made; and

WHEREAS, the Borrower and the Banks have agreed to (a) waive, solely in connection with the 1999 Parent Equity Issuance, (i) the Mandatory Reduction, (iii) the Mandatory Repayment and (ii) any Default or Event of Default under the Facility B Loan Agreement which would otherwise occur if the Mandatory Repayment is made not made, and (b) amend Section 2.3 (f) of the Loan Agreement to change the Applicable Margin set forth therein, in each case, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises set forth above, the covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that all capitalized terms used herein shall have the meanings ascribed thereto in the Loan Agreement, and further agree as follows:

1. Waiver In Connection with the Equity Issuance. This Amendment and

-----  
Waiver, when executed by each of the Banks and accepted by the Borrower, will, subject to the terms and conditions hereof, reflect the Banks' waiver, solely in connection with the 1999 Parent Equity issuance of (i) the Mandatory Reduction, (ii) the Mandatory Repayment, and (iii) any Default or Event of Default under the Loan Agreement which would otherwise arise as a direct or indirect result of the failure to make the Mandatory Repayment, in each case, as would otherwise be required under the Loan Agreement as a direct or indirect result of receipt by the Parent, the Borrower or any Restricted Subsidiary of any Facility B Capital Raise Proceeds in connection with the 1999 Parent Equity Issuance.

2. Amendment to Article 2. Section 2.3(f) of the Loan Agreement, Interest:

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Applicable Margin, is hereby amended by deleting the first sentence immediately  
-----  
following the Applicable Margin Ratio grid set forth in such section in its entirety and by substituting in lieu thereof the following:

"Notwithstanding the foregoing, the LIBOR Advance Applicable Margin shall not be less than, (i) prior to and including June 30, 1999, two percent (2.000%), and (ii) from July 1, 1999 through and including December 31, 1999, one and three quarters of one percent (1.750%)."

3. No Other Amendment or Waiver. Except for the amendments set forth

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above, the text of the Loan Agreement and all other Loan Documents shall remain unchanged and in full force and effect. No waiver by the Administrative Agent or the Banks under the Loan

Agreement or any other Loan Document is granted or intended except as expressly set forth herein, and the Administrative Agent and the Banks expressly reserve the right to require strict compliance in all other respects (whether or not in connection with any Requests for Advance). Except as set forth herein, the amendment agreed to herein shall not constitute a modification of the Loan Agreement or any of the other Loan Documents, or a course of dealing with the Administrative Agent and the Banks at variance with the Loan Agreement or any of the other Loan Documents, such as to require further notice by the Administrative Agent, the Banks or the Majority Banks to require strict compliance with the terms of the Loan Agreement and the other Loan Documents in the future.

4. Representations and Warranties. The Borrower hereby represents and

-----  
warrants in favor of each of the Administrative Agent and each Bank that the representations and warranties contained in Section 4.1 of the Loan Agreement and contained in the other Loan Documents remain true and correct as of the date hereof, both before and after giving effect to this Amendment and Waiver, except to the extent previously fulfilled in accordance with the terms of the Loan Agreement or such other Loan Document, as applicable, or to the extent relating specifically to the Agreement Date. No Default now exists or will be caused hereby.

5. Condition Precedent. The effectiveness of this Amendment and Waiver is

-----  
subject to the receipt by the Administrative Agent of counterparts hereof executed by the Banks and the Borrower and of all documents, instruments, consents or items which the Administrative Agent shall deem appropriate in connection herewith.

6. Loan Documents. This document shall be deemed to be a Loan Document for

-----  
all purposes under the Loan Agreement and the other Loan Documents.

7. Counterparts. This Amendment and Waiver may be executed in any

-----  
number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

8. Governing Law. This Amendment and Waiver shall be construed in

-----  
accordance with and governed by the laws of the State of New York.

9. Severability. Any provision of this Amendment and Waiver which is

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prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment and Waiver or caused it to be executed by their duly authorized officers, all as of the day and year first above written.

BORROWERS: AMERICAN TOWER, L.P. (formerly known as American Tower Systems, L.P.)

By ATC GP INC. (formerly known as ATSC GP Inc.), its General Partner

By: \_\_\_\_\_

Title: \_\_\_\_\_

AMERICAN TOWERS, INC. (formerly known as American Tower Systems (Delaware), Inc.)

By: \_\_\_\_\_

Title: \_\_\_\_\_

ADMINISTRATIVE AGENT AND BANKS:

TORONTO DOMINION (TEXAS), INC., as Administrative Agent for itself and the Banks and as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK OF MONTREAL, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE BANK OF NEW YORK, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE BANK OF NOVA SCOTIA, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANK OF SCOTLAND, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANKBOSTON, N.A., as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

BANKERS TRUST COMPANY, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

BARCLAYS BANK, PLC, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE CHASE MANHATTAN BANK, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE CIT GROUP/EQUIPMENT FINANCING, INC., as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_



CITY NATIONAL BANK, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

COBANK, ACB, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

CREDIT LYONNAIS NEW YORK BRANCH, as a  
Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

CREDIT SUISSE FIRST BOSTON, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

CRESTAR BANK, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

DRESDNER BANK AG, NEW YORK AND GRAND  
CAYMAN BRANCHES, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

FIRST NATIONAL BANK OF MARYLAND, as a  
Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

FLEET NATIONAL BANK, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

GENERAL ELECTRIC CAPITAL CORPORATION, as  
a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE HOWARD BANK, N.A., as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

KEY CORPORATE CAPITAL INC., as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

LEHMAN COMMERCIAL PAPER INC., as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

THE LONG-TERM CREDIT BANK OF JAPAN, LTD.,  
NEW YORK BRANCH, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

MELLON BANK, N.A., as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

MERCANTILE BANK NATIONAL ASSOCIATION,  
as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

MORGAN STANLEY SENIOR FUNDING, INC., as  
a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

NATIONAL BANK OF CANADA, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

PNC BANK, NATIONAL ASSOCIATION, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

SOCIETE GENERALE, NEW YORK BRANCH, as a  
Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE STREET BANK AND TRUST COMPANY, as  
a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

UNION BANK OF CALIFORNIA, N.A., as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

US TRUST, as a Bank

By: \_\_\_\_\_

Title: \_\_\_\_\_

SYNDICATED LOAN FUNDING TRUST

By Lehman Commercial Paper, Inc., not in its individual capacity, but solely as Asset Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

## AMENDMENT TO REGISTRATION RIGHTS AGREEMENT

This Amendment (the "Amendment") is made and entered into as of February 4, 1999, by and among American Tower Corporation, a Delaware corporation (formerly American Tower Systems Corporation, "ATC"), and the undersigned Stockholders (as defined in the Registration Rights Agreement (the "Original Agreement") made and entered into as of January 22, 1998, by and among ATC and the Stockholders parties thereto.

WHEREAS, ATC and the Stockholders parties thereto have heretofore executed the Original Agreement; and

WHEREAS, ATC proposes to enter into a registration rights agreement with Credit Suisse First Boston Corporation ("CSFB") substantially similar in terms and conditions to the Original Agreement (the "CSFB Agreement"); and

WHEREAS, pursuant to the terms and condition of the Original Agreement the Stockholders would have the right, pursuant to the provisions of Section 1(a) of the Original Agreement, to require that their Registrable Securities (as defined in the Original Agreement") be registered pursuant to any registration statement filed pursuant to the provisions of the CSFB Agreement; and

WHEREAS, the Stockholders were recently afforded the opportunity to have their Registrable Securities registered on another registration statement filed by ATC under the Securities Act of 1933, as amended; and

WHEREAS, ATC desires that the Original Agreement be amended so that the rights of registration of the Stockholders will not apply to registration statements filed pursuant to the provisions of the CSFB Agreement;

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements herein contained, and other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

Section 1. Amendment of Section 1(a) of the Original Agreement. A new  
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paragraph shall be added at the end of Section 1(a) of the Original Agreement reading in its entirety as follows:

Anything in this Section 1(a) to the contrary notwithstanding, the provisions of this Section 1(a) shall not apply to any registration statement filed by ATC under the Securities Act pursuant to the provisions of the CSFB Agreement.

Section 2. Other Amendments. Section 11 of the Original Agreement shall  
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be amended to add the following definition in its appropriate alphabetical order:

"CSFB AGREEMENT" shall mean the registration rights agreement, dated as of February 4, 1999, by and between ATC and Credit Suisse First Boston, as from time to time amended in accordance with its terms.

Section 3. Restatement of Original Agreement. The Original Agreement is  
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hereby amended and restated in its entirety to (a) reflect the amendments set forth in this Amendment and (b) reflect the name

change of American Tower Systems Corporation to American Tower Corporation and to change all references to the defined term "ATS" to "ATC".

Section 4. Miscellaneous.

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(a) Except as modified hereby the provisions of the Original Agreement shall remain in fully force and effect.

(b) The provisions of Section 12 are incorporated herein with the same force and effect as though set forth herein in their entirety.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be executed as of February 4, 1999.

American Tower Corporation

By: \_\_\_\_\_  
Name: Steven B. Dodge  
Title: Chairman of the Board and Chief Executive Officer

\_\_\_\_\_  
Steven B. Dodge

Chase Equity Associates, L.P.  
By Chase Capital Partners, General Partner

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
J. Michael Gearon, Jr.

The 1997 Gearon Family Trust

By: J. Michael Gearon, Sr., Trustee

Chase Manhattan Capital Corporation

By: \_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Norman A. Bikales

\_\_\_\_\_  
Joseph L. Winn

\_\_\_\_\_  
Alan L. Box



AMERICAN TOWER CORPORATION

STOCK PURCHASE AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of February 4, 1999 by and between American Tower Corporation, a Delaware corporation ("ATC") and Credit Suisse First Boston Corporation ("CSFB").

WHEREAS, CSFB desires to purchase, and ATC is willing to sell 500,000 shares of Class A Common Stock, par value \$.01 per share, of ATC (the "ATC Common Stock"), all on the terms and subject to the conditions of this Agreement; and

WHEREAS, ATC and CSFB wish to provide for the terms and conditions of the purchase and sale of the ATC Common Stock and certain related matters;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the receipt and adequacy whereof are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

SECTION 1. Authorization and Closing.  
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(a) Authorization of the Securities. ATC has authorized the issue and  
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sale to CSFB, and CSFB has agreed to purchase 500,000 shares of ATC Common Stock (collectively, the "Subject Shares") at a purchase price equal to \$26.3125 per share.

(b) Purchase and Sale of the Subject Shares. At the Closing, subject to  
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the terms and conditions set forth herein, ATC shall issue to CSFB, and CSFB shall acquire from ATC, the Subject Shares set forth in Section 1(a). CSFB will make payment in the form of a wire transfer of immediately available funds or bank cashier's or certified check; and

(c) The Closing. The closing (the "Closing") of the issue and acquisition  
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of the Subject Shares shall take place at the offices of Sullivan & Cromwell, New York, New York on February 9, 1999 at 10:00 a.m. or at such other date and place as may be mutually agreeable to ATC and CSFB. Any wire transfer of funds shall be made to such bank account in the United States as shall have been designated in writing by ATC a reasonable time prior to the Closing.

SECTION 2. Conditions of CSFB's Obligation. The obligation of CSFB to  
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acquire the Subject Shares to be purchased by CSFB at the Closing is subject to the satisfaction (or waiver in writing by CSFB) as of the Closing of the following conditions:

(a) Representations and Warranties; Covenants. The  
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representations and warranties contained in Section 4 shall be true and correct in all material respects at and as of the Closing as though then made, except to the extent of changes caused by the transactions expressly contemplated herein, and ATC shall have performed in all material respects all of the covenants required to be performed by it hereunder prior to the Closing.

(b) Registration Rights Agreement. ATC shall have executed and  
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delivered to CSFB an agreement substantially in the form of Exhibit A attached hereto and made a part hereof (the "Registration Rights Agreement").

(c) Legal Opinion. ATC shall have delivered to CSFB an opinion of  
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Sullivan & Worcester LLP, counsel for ATC, as to the due organizations and corporate existence of ATC, the due authorization, execution, delivery and binding effect of this Agreement, and the due authorization and valid issuance of the Subject Shares and their fully paid and nonassessable status.

(d) Proceedings. All corporate and other proceedings taken or  
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required to be taken by ATC in connection with the transactions contemplated hereby to be consummated at or prior to the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to CSFB and their counsel.

(e) Closing Documents. ATC shall have delivered to CSFB such  
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documents, instruments and certificates relating to the transactions contemplated by this Agreement as CSFB or its counsel may reasonably request.

SECTION 3. Conditions of ATC's Obligation. The obligation of ATC to issue

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and sell the Subject Shares to CSFB at the Closing is subject to the satisfaction (or waiver in writing by ATC) as of the Closing of the following conditions:

(a) Representations and Warranties; Covenants. The representations

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and warranties of CSFB contained in Section 5 shall be true and correct in all material respects at and as of the Closing as though then made, except to the extent of changes caused by the transactions expressly contemplated herein, and CSFB shall have performed in all material respects all of the covenants required to be performed by him or it hereunder prior to the Closing.

(b) Proceedings. All corporate and other proceedings taken or

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required to be taken by CSFB in connection with the transactions contemplated hereby to be consummated at or prior to the Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to ATC and its counsel.

(c) Closing Documents. CSFB shall have delivered to ATC such

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documents, instruments and certificates relating to the transactions contemplated by this Agreement as ATC or its counsel may reasonably request.

SECTION 4. Representations and Warranties of ATC. As a material

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inducement to CSFB to enter into this Agreement and purchase the Subject Shares, ATC hereby makes the following representations and warranties to CSFB.

(a) Organization and Corporate Power. ATC and each of its

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subsidiaries is an entity duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is qualified to do business in each jurisdiction in which the failure so to qualify would reasonably be expected to have a material adverse effect on the business, financial condition or results of operation of ATC and its subsidiaries taken as a whole. ATC and each of its subsidiaries has all requisite corporate and other power and authority and all material licenses, permits and authorizations necessary to own and operate its properties, to carry on its businesses as now conducted and presently proposed to be conducted and, in the case of ATC, to execute and deliver and consummate the transactions contemplated by this Agreement.

(b) Material Statements and Omissions; Absence of Events. The

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information with respect to ATC included in the prospectus included in the registration statement to be filed on or about February 8, 1999 heretofore delivered by ATC to CSFB (the "ATC Prospectus") does not and will not contain any untrue statement of a material fact and does not and will not omit to state any material fact required to make any statement contained herein or therein, in light of the circumstances under which they were made, not misleading. Since the date of the most recent financial statements set forth in the ATC Prospectus, except to the extent described in the ATC Prospectus, there has been no material adverse change in ATC.

(c) Capital Stock and Related Matters.

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(i) The authorized and issued capital stock of ATC is as set forth in the ATC Prospectus. All of the outstanding shares of the ATC Common Stock are, and all of the Subject

Shares will, upon issuance pursuant to the provisions of this Agreement, be, duly authorized, validly issued, fully paid and nonassessable.

(ii) There are no statutory or, to the best of ATC's knowledge, contractual stockholder preemptive rights or rights of refusal with respect to the issuance of the Subject Shares. ATC has not violated any applicable federal or state securities laws in connection with the offer, sale or issuance of any of its capital stock, and, based on the representations and warranties of CSFB set forth in Section 5(g), the offer, sale and issuance of the Subject Shares hereunder does not require registration under the Securities Act of 1933, as amended (the "Securities Act") or any applicable state securities laws.

(d) Authorization; No Breach. The execution, delivery and

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performance of this Agreement, the Registration Rights Agreement and all other agreements contemplated hereby to which ATC is or will be a party have been duly authorized by ATC. This Agreement, the Registration Rights Agreement and all other agreements contemplated hereby each constitutes a valid and binding obligation of ATC, enforceable in accordance with its 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 such matter is considered in a proceeding at law or in equity). The (x) execution and delivery by ATC of this Agreement and the Registration Rights Agreement, (y) offering, sale and issuance of the Subject Shares hereunder, and (z) fulfillment of and compliance with the respective terms hereof and thereof by ATC, do not and shall not, except in respect of clause (z) above, for filings and other actions to be performed upon the occurrence of certain future events, as contemplated by the Registration Rights Agreement, (i) conflict with or result in a breach of the terms, conditions or provisions of, (ii) constitute a default under, (iii) result in the creation of any lien, security interest, charge or encumbrance upon ATC's or any subsidiary's capital stock or assets pursuant to, (iv) give any third party the right to modify, terminate or accelerate any obligation under, (v) result in a violation of, or (vi) require any authorization, consent, approval, exemption or other action by or notice to any court or administrative or governmental body pursuant to, the charter or by-laws or other organizational documents of ATC or any subsidiary, or any law, statute, rule or regulation to which ATC or any subsidiary is subject, or any contract, agreement, instrument, order, judgment or decree to which ATC or any subsidiary is subject, which such authorization, consent, approval, exemption, action or notice has not been obtained, except in all cases for such exceptions as would not, individually or in the aggregate, have a material adverse effect on the business, financial conditions or results of operation of ATC and its subsidiaries taken as a whole.

(e) Brokerage. There are no claims for brokerage commissions,

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finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement binding upon ATC or any subsidiary. ATC shall pay, and hold CSFB harmless against, any liability, loss or expense (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses) arising in connection with any such claim.

(f) Governmental Consent, etc. No permit, consent, approval or

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authorization of, or declaration to or filing with, any governmental authority is required in connection with the execution, delivery and performance by ATC of this Agreement or the other agreements

contemplated hereby, or the consummation by ATC of any other transactions contemplated hereby or thereby, except as expressly contemplated herein or therein or in the exhibits hereto or thereto.

SECTION 5. Representations and Warranties of each CSFB. As a material

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inducement to ATC to enter into this Agreement and issue and sell the Subject Shares CSFB hereby makes the following representations and warranties to ATC.

(a) Organization and Power. CSFB is duly organized, validly

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existing and in good standing under the laws of its jurisdiction of organization and has all requisite corporate or other power and authority to execute and deliver and consummate the transactions contemplated by this Agreement.

(b) Authorization; No Breach. The execution, delivery and

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performance of this Agreement, the Registration Rights Agreement and all other agreements contemplated hereby to which CSFB is or will be a party have been duly authorized by CSFB. This Agreement, the Registration Rights Agreement and all other agreements contemplated hereby to which CSFB is or will be a party each constitutes a valid and binding obligation of such CSFB, enforceable in accordance with its 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 such matter is considered in a proceeding at law or in equity). The (x) execution and delivery by CSFB of this Agreement, the Registration Rights Agreement and all other agreements contemplated hereby to which CSFB is or will be a party, and (y) fulfillment of and compliance with the respective terms hereof and thereof by CSFB, do not and shall not, except in respect of clause (y) above, for filings and other actions to be performed upon the occurrence of certain future events, as contemplated by the Registration Rights Agreement, (i) conflict with or result in a breach of the terms, conditions or provisions of, (ii) constitute a default under, (iii) result in the creation of any lien, security interest, charge or encumbrance upon CSFB's assets pursuant to, (iv) give any third party the right to modify, terminate or accelerate any obligation under, (v) result in a violation of, or (vi) require any authorization, consent, approval, exemption or other action by or notice to any court or administrative or governmental body pursuant to, any law, statute, rule or regulation to which CSFB is subject, or any contract, agreement, instrument, order, judgment or decree to which CSFB is subject, which such authorization, consent, approval, exemption, action or notice has not been obtained.

(c) Brokerage. There are no claims for brokerage commissions,

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finders' fees or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement or agreement binding upon CSFB. CSFB shall pay and hold ATC harmless against any liability, loss or expense (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses) arising in connection with any such claim.

(d) Governmental Consent, etc. No permit, consent, approval or

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authorization of, or declaration to or filing with, any governmental authority is required in connection with the execution, delivery and performance by CSFB of this Agreement or the other agreements contemplated hereby, or the consummation by CSFB of any other transactions contemplated hereby

or thereby, except as expressly contemplated herein or therein, in the exhibits hereto or thereto or in the ATC Prospectus.

(e) Investment Representation. CSFB is an "accredited investor"

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as such term is defined in Rule 501 of Regulation D ("Regulation D") promulgated under the Securities Act. The Subject Shares to be acquired by CSFB are being acquired solely for the account of CSFB for purposes of investment and not with a view to the sale, transfer or other distribution thereof, as those terms are used in the Securities Act and the rules and regulations promulgated thereunder; provided, however, that nothing contained herein shall prevent CSFB and subsequent holders of Subject Shares from transferring such securities in compliance with the applicable provisions of the Securities Act (including without limitation Rule 144 promulgated thereunder or pursuant to registration) and applicable state securities laws. CSFB covenants and agrees that it will not sell, assign, transfer or otherwise dispose of any of the Subject Shares to be acquired by CSFB in violation of the Securities Act or applicable state securities laws. Each certificate for the Subject Shares shall be imprinted with a legend in substantially the following form:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED. THE TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE CONDITIONS SPECIFIED IN THE STOCK PURCHASE AGREEMENT, DATED AS OF FEBRUARY 4, 1999, BETWEEN THE ISSUER ("ATC") AND CREDIT SUISSE FIRST BOSTON CORPORATION, AND ATC RESERVES THE RIGHT TO REFUSE THE TRANSFER OF SUCH SECURITIES UNTIL SUCH CONDITIONS HAVE BEEN FULFILLED WITH RESPECT TO SUCH TRANSFER. A COPY OF SUCH CONDITIONS SHALL BE FURNISHED BY ATC TO THE HOLDER HEREOF UPON WRITTEN REQUEST AND WITHOUT CHARGE." THIS LEGEND SHALL EXPIRE AUTOMATICALLY, AND SHALL BE REMOVED, ON FEBRUARY 5, 2001.

SECTION 6. Miscellaneous.

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(a) Termination. This Agreement may be terminated with the mutual consent  
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of CSFB and ATC.

(b) Amendment. This Agreement may be amended, from time to time, by the  
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parties hereto at any time prior to the Closing Date but only by an instrument in writing signed by the parties hereto or their respective successors or assigns.

(c) Waiver. At any time prior to the Closing Date, the parties may, either  
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generally or in a particular instance and either retrospectively or prospectively, extend the time for the performance of any of the obligations or other acts of the other, and waive compliance by the other with any of the agreements, covenants, conditions or other provisions contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party or parties to be bound thereby.

(d) Expenses. CSFB agrees to pay the reasonable out-of-pocket expenses of  
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ATC incident to the negotiation, preparation, performance and enforcement of this Agreement (including all reasonable fees

and expenses of ATC's counsel, accountants and other consultants, advisors and representatives for all activities of such persons undertaken pursuant to this Agreement).

(e) Notices. All notices and other communications which by any provision

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of this Agreement are required or permitted to be given shall be given in writing and shall be (a) mailed by first-class or express mail, postage prepaid, or by recognized courier service, (b) sent by telecopy or other form of rapid transmission, confirmed by mailing (by first class or express mail, postage prepaid, or by recognized courier service) written confirmation at substantially the same time as such rapid transmission, or (c) personally delivered to the receiving party (which if, other than an individual, shall be an officer or other responsible party of the receiving party). All such notices and communications shall be mailed, sent or delivered as follows:

If to ATC: 116 Huntington Avenue  
Boston, Massachusetts 02116  
Attention: Joseph L. Winn, Chief Financial Officer  
Telecopier No.: (617) 375-7575

with a copy to: Sullivan & Worcester LLP  
One Post Office Square  
Boston, Massachusetts 02109  
Attention: Norman A. Bikales, Esq.  
Telecopier No.: (617) 338-2880; and

If to CSFB: 11 Madison Avenue  
New York, New York 10010  
Attention: Kristin M. Allen, Managing Director  
Telephone No.: (212) 325-2459

with a copy to: Sullivan & Cromwell  
125 Broad Street  
New York, New York 10004  
Attention: John T. Bostelman, Esq.  
Telecopier No.: (212) 558-3588

or to such other person(s), telex or facsimile number(s) or address(es) as the party to receive any such communication or notice may have designated by written notice to the other party.

(f) Specific Performance; Other Rights and Remedies. Each party

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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, be entitled to injunctive relief and to enforce its rights by an action for specific performance to the extent 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 under applicable law or pursuant to the provisions of this Agreement for such breach or threatened breach, including without limitation the recovery of damages.

(g) Survival of Representations, Warranties, Covenants and Agreements.  
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All of the representations, warranties, covenants and agreements set forth in this Agreement shall survive the Closing.

(h) Severability. If any term or provision of this Agreement shall be  
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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 conflicting 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 either CSFB or ATC, 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 intent and purpose of this Agreement is fulfilled and consummated to the maximum extent possible.

(i) Counterparts. This Agreement may be executed in several counterparts,  
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each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding upon all of the parties. In pleading or proving any provision of this Agreement, it shall not be necessary to produce more than one of such counterparts.

(j) Section Headings. The headings contained in this Agreement are for  
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reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(k) Governing Law. The validity, interpretation, construction and  
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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 Commonwealth of Massachusetts 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, except to the extent the corporate laws of the State of Delaware are applicable. Anything in this Agreement to the contrary notwithstanding, in the event of any dispute between the parties which results in a legal action, litigation or other proceeding, the prevailing party shall be entitled to receive from the non-prevailing party reimbursement for reasonable legal fees and expenses incurred by such prevailing party in such legal action, litigation or other proceeding.

(l) Further Acts. Each party agrees that at any time, and from time to  
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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 or other documents and other assurances, as the 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) Assignment. This Agreement shall not be assignable by any party and

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any such assignment shall be null and void, except that it shall inure to the benefit of and be binding upon any successor to each party by operation of law, including by way of merger, consolidation or sale of all or substantially all of its assets, and, in the case of CSFB, any person to whom CSFB shall have transferred any of the Subject Shares not in violation of this Agreement. Notwithstanding the foregoing, ATC may assign its rights and remedies hereunder to any bank or other financial institution which has loaned funds or otherwise extended credit to it; and CSFB may assign its rights and obligations under this Agreement and the Registration Rights Agreement, and may assign the Subject Shares, to an affiliate that agrees to be bound thereby.

(n) Parties in Interest. This Agreement shall be binding upon and inure

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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 Section 6(m).

(o) Certain Definitions. Terms defined in the singular shall have a

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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" are intended to refer to the entire section or article and not a particular subsection thereof.

(p) Mutual Drafting. This Agreement is the result of the joint efforts of

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ATC and CSFB, 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 experienced counsel and, to the extent it deemed necessary, other advisors in connection with this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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.

American Tower Corporation

By: \_\_\_\_\_  
Name: Steven B. Dodge  
Title: President and Chief Executive Officer

Credit Suisse First Boston Corporation

By: \_\_\_\_\_  
Name:  
Title:

REGISTRATION RIGHTS AGREEMENT

between

AMERICAN TOWER CORPORATION

and

CREDIT SUISSE FIRST BOSTON CORPORATION

February 4, 1999

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REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this "Agreement") is made and entered into as of February 4, 1999, by and between American Tower Corporation, a Delaware corporation ("ATC"), and Credit Suisse First Boston Corporation ("CSFB"), which has heretofore agreed to acquire or has acquired the Registrable Securities.

WHEREAS, ATC has entered into a Stock Purchase Agreement, dated as of February 4, 1999, with CSFB (the "ATC Stock Purchase Agreement") relating to the issue and sale of shares of Class A Common Stock of ATC (the "ATC Common Stock"), and it is a condition of the obligation of CSFB to consummate the transactions contemplated by the ATC Stock Purchase Agreement that ATC enter into an agreement substantially in the form of this Agreement; and

WHEREAS, ATC has entered into and may in the future enter into agreements pursuant to which it has agreed or will have agreed to issue securities the holders of which have required or will require registration rights of a nature set forth in this Agreement;

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements herein contained, and other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Registration of Securities.

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(a) Registration by ATC. If at any time or from time to time ATC shall

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propose to file on its behalf or on behalf of any of its security holders a registration statement under the Securities Act with respect to any class of Common Stock, except in connection with an Excluded Offering, ATC shall, except to the extent not required to do so pursuant to the provisions of Section 1(d) or 1(e), in each case:

(i) promptly give written notice to each Stockholder at least thirty (30) days (or such shorter period as ATC deems reasonable under the circumstances) before the anticipated filing date. Such notice shall include the anticipated offering price or range thereof and the plan of distribution;

(ii) include in such registration (and any related qualification under blue sky or other state securities laws), and, at the request of a Stockholder, in any underwriting involved therein, all Registrable Securities specified in a written request or requests, made within ten (10) business days after such written notice from ATC, by any Stockholder; and

(iii) use its reasonable business efforts to cause the managing underwriter or underwriters of any proposed underwritten offering of ATC Common Stock to permit the Registrable Securities requested to be included in the Registration Statement for such offering on the same terms and conditions as the ATC Common Stock included therein. Notwithstanding the foregoing, if the managing underwriters of such offering deliver a written opinion to the holders of such Registrable Securities that marketing considerations require a limitation on the Registrable Securities included in any Registration Statement filed under this Section, then, subject to the advice of said managing

underwriter or underwriters as to the size and composition of the offering, and subject to the provisions of Section 1(d), such limitation will be imposed pro rata (based upon the relative proposed public offering price of the Registrable Securities proposed to be included) among all holders of Registrable Securities who requested inclusion in the registration pursuant to this Section. For purposes of this clause (iii), "Registrable Securities" shall include Registrable Securities as defined under the 1998 Registration Rights Agreement (as defined below).

If any Stockholder desires to have Registrable Securities registered under this Section, it shall be required so to advise ATC in writing within ten (10) business days after the date of ATC's notice, setting forth the number or amount of Registrable Securities for which registration is so requested. Neither the delivery of the notice by ATC nor of the request by any Stockholders shall in any way obligate ATC to file a Registration Statement and, notwithstanding such filing, ATC may, at any time prior to the effective date thereof, determine not to offer the securities to which the registration statement relates without liability to any of the Stockholders. No registration of Registrable Securities effected under this Section shall relieve ATC of its obligation to effect registration of Registrable Securities upon any request made pursuant to the provisions of Section 1(b).

Notwithstanding the foregoing, CSFB's rights under this Section 1(a) are subject to the written consent of the selling stockholders under Section 1(b) of the Registration Rights Agreement, dated as of January 22, 1998, among ATC and the stockholders named therein (the "1998 Registration Rights Agreement") but only to the extent a registration statement is prepared upon the request of such selling stockholders.

(b) Registration at Stockholders' Request. Upon the written request of

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any Significant Stockholder requesting that ATC effect the registration under the Securities Act of all or part of the Registrable Securities held by CSFB, specifying the intended method or methods of disposition of such Registrable Securities (which may include sales from time to time on a delayed basis), ATC shall, except to the extent not required to do so pursuant to the provisions of this Section 1(b) or Section 1(d) or (e), promptly (and in any event within five (5) business days) give written notice of such requested registration to all holders of Registrable Securities and thereupon will expeditiously prepare and, within forty-five (45) days, use its reasonable business efforts to file under the Securities Act a registration statement and effect the registration of:

(i) the Registrable Securities which ATC has been so requested to register by CSFB, for disposition in accordance with the intended method of disposition stated in such request, and

(ii) all other Registrable Securities which ATC has been requested to register by the holders of Registrable Securities by written request delivered to ATC within ten (10) business days after the giving of such notice by ATC (which request shall specify the intended method of disposition of such Registrable Securities).

Each registration requested pursuant to this Section shall be effected by the filing of a Registration Statement on Form S-1 (or such other form as the Commission may from time to time require or permit in order to effectuate a public offering of common stock of a company such as ATC and in a method of disposition such as that proposed), unless the use of a different form has been agreed upon in writing by

holders of not less than a majority in value (based upon the proposed public offering price) of the Registrable Securities as to which registration has so been requested. Notwithstanding the preceding sentence, ATC need not so cause a Registration Statement so filed pursuant to the provisions of this Section on a Form S-1 (or any successor form) to become effective under the Securities Act on more than three (3) occasions; provided, however, that there shall be no limit on the number of times ATC is obligated to file Registration Statements on Form S-2 or S-3 (or any successor forms) pursuant to the provisions of this Section (except as contemplated by the definition of Significant Stockholder); and provided further, however, that any registration of Registrable Securities requested by one or more Stockholders pursuant to this Section which shall not have become and remained effective in accordance with the provisions of Section 1(c) shall not be deemed to be a registration for purposes of this Section.

ATC shall not grant to any person the right to request ATC to register, nor shall ATC include in any registration pursuant to this Section, any securities other than the Registrable Securities or securities that are the subject of registration rights granted prior to the date hereof, without the written consent of holders of not less than a majority in value (based upon the proposed public offering price) of the Registrable Securities as to which registration has been so requested.

Whenever registration requested by one or more Stockholders pursuant to this Section is for an underwritten offering, only Registrable Securities which are to be distributed by the underwriters designated by such Stockholders may be included in such registration, without the written consent of holders of not less than a majority in value (based upon the proposed public offering price) of the Registrable Securities as to which registration has been so requested. If Stockholders holding not less than a majority in value of the Registrable Securities (based upon the proposed public offering price) to be included in such registration shall determine that the number of Registrable Securities should be limited due to market conditions or otherwise, all holders of Registrable Securities proposing to sell Registrable Securities in such underwritten offering shall share pro rata in the number of Registrable Securities to be excluded from such underwritten offering, such sharing to be based on the value (based upon the proposed public offering price) of the respective numbers of Registrable Securities as to which registration has been requested by such Stockholders.

(c) Registration Generally. If and when ATC shall be required by  
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the provisions of this Section to effect the registration of Registrable Securities under the Securities Act, ATC will use its reasonable business efforts to effect such registration to permit the sale of such Registrable Securities in accordance with the intended method or methods of disposition thereof, and pursuant thereto it will, subject to the provisions of Section 1(d) and 1(e), as expeditiously as possible:

(i) before filing a Registration Statement or Prospectus or any amendments or supplements thereto, furnish to the holders of the Registrable Securities covered by such Registration Statement and the managing underwriters, if any, copies of all such documents proposed to be filed, which documents will be made available, on a timely basis, for review by such holders and underwriters, and their respective counsel, and ATC will not file any Registration Statement or amendment thereto or any Prospectus or any supplement thereto to which the holders of not less than a majority in value (based upon the proposed public offering price) of the Registrable Securities covered by such Registration Statement or the managing underwriters, if any, shall reasonably have objected;

(ii) prepare and file with the Commission such amendments and post-effective amendments to any Registration Statement, and such supplements to the Prospectus, as may be reasonably requested by any holder of Registrable Securities included in such Registration Statement or any underwriter of Registrable Securities or as may be required by the rules, regulations or instructions applicable to the registration form utilized by ATC or by the Securities Act, the Exchange Act or otherwise necessary to keep such Registration Statement effective for the applicable period and cause the Prospectus as so supplemented to be filed pursuant to Rule 424 under the Securities Act; and comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by such Registration Statement during the applicable period in accordance with the intended method or methods of disposition by the holders of such Registrable Securities set forth in such Registration Statement or Prospectus as so supplemented;

(iii) notify the selling holders of Registrable Securities and the managing underwriters, if any, promptly, and (if requested by any such Person) confirm such advice in writing,

- (A) when the Prospectus or any supplement thereto or any amendment or post-effective amendment to the Registration Statement has been filed, and, with respect to the Registration Statement or any post-effective amendment, when the same has become effective,
- (B) of any request by the Commission for amendments or post-effective amendments to the Registration Statement or supplements to the Prospectus or for additional information,
- (C) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation or threatening of any proceeding for such purpose,
- (D) if at any time the representations and warranties of ATC contemplated by paragraph (xv) below cease to be true and correct in all material respects,
- (E) of the receipt by ATC of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and
- (F) of the existence of any Event which results in the Registration Statement, the Prospectus or any document incorporated therein by reference containing an untrue statement of material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;



(iv) use its reasonable business efforts to obtain the withdrawal of any order suspending the effectiveness of the Registration Statement or any qualification referred to in paragraphs (iii)(C) and (iii)(E) at the earliest possible moment;

(v) if requested by the managing underwriters or a holder of Registrable Securities being sold in connection with an underwritten offering, immediately incorporate in a Prospectus supplement or post-effective amendment to the Registration Statement such information as the managing underwriters or the holders of not less than a majority in value (based upon the proposed public offering price) of the Registrable Securities being sold reasonably a request to have included therein relating to the plan of distribution with respect to such Registrable Securities, including, without limitation, information with respect to the amount of other Registrable Securities being sold to such underwriters, the purchase price being paid therefor by such underwriters and with respect to any other terms of the underwritten (or best efforts underwritten) offering of the Registrable Securities to be sold in such offering; and make all required filings of such Prospectus supplement or post-effective amendment promptly after being notified of the matters to be incorporated in such Prospectus supplement or post-effective amendment;

(vi) at the request of any selling holder of Registrable Securities, furnish to such selling holder of Registrable Securities and each managing underwriter, if any, without charge, at least one signed copy of the Registration Statement and any post-effective amendment thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits (including those incorporated by reference);

(vii) deliver to each selling holder of Registrable Securities and the underwriters, if any, without charge, as many copies of the Registration Statement, each Prospectus (including each preliminary prospectus) and any amendment or supplement thereto (in each case including all exhibits, except that ATC shall not be obligated to furnish any such selling holder more than two copies of such exhibits other than incorporation documents), as such persons may reasonably request, together with such documents incorporated by reference in such Registration Statement or Prospectus, and such other documents as such selling holder or underwriter may reasonably request in order to facilitate the disposition of the Registrable Securities covered by such registration statement; ATC consents to the use of each Prospectus or any supplement thereto by each selling holder of Registrable Securities and the underwriters, if any, in connection with the offering and sale of the Registrable Securities covered by each Registration Statement or any amendment thereto;

(viii) prior to any public offering of Registrable Securities, use its reasonable business efforts to register or qualify or cooperate with the selling holders of Registrable Securities, the underwriters, if any, and their respective counsel in connection with the registration or qualification of such Registrable Securities for offer and sale under the securities or blue sky laws of such jurisdictions as any selling holder or any underwriter reasonably requests in writing and do any and all other acts or things necessary or advisable to enable the disposition in such jurisdictions of the Registrable Securities covered by the Registration Statement; provided, however, that ATC will not be required to qualify generally to do business in any jurisdiction where it is not then so qualified or to take any action which would subject it to general service of process or general taxation in any such jurisdiction where it is not then so subject;

(ix) cooperate with the selling holders of Registrable Securities and the underwriters, if any, to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends; and enable such Registrable Securities to be in such denominations and registered in such names as the underwriters may reasonably request at least two (2) business days prior to any sale of Registrable Securities to the underwriters;

(x) use its reasonable business efforts to cause the Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary or advisable to enable the sellers thereof or the underwriters, if any, to consummate the disposition of such Registrable Securities;

(xi) if any event contemplated by paragraph (iii) (F) above shall exist, prepare and furnish to such holders a post-effective amendment to the Registration Statement or supplement to the Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities, the Prospectus will not contain an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(xii) cause all Registrable Securities covered by the Registration Statement to be listed on each securities exchange or other trading market on which securities of the same class are then listed or traded or, if the Registrable Securities are not then listed on a securities exchange, and if the NASD is reasonably likely to permit the inclusion of the Registrable Securities on NASDAQ, use its reasonable business efforts to facilitate the inclusion of the Registrable Securities on NASDAQ;

(xiii) not later than the effective date of the Registration Statement, provide a CUSIP number for all Registrable Securities and provide the applicable transfer agent or agents with printed certificates or instruments for the Registrable Securities which are in a form eligible for deposit with Depository Trust Company or other transferee and otherwise meeting the requirements of any securities exchange or other trading market on which such Registrable Securities are listed or traded;

(xiv) enter into agreements (including underwriting agreements) and take all other appropriate actions in order to expedite or facilitate the disposition of such Registrable Securities and in such connection, whether or not an underwriting agreement is entered into and whether or not the offer and sale of the Registrable Securities is an underwritten offering:

- (A) make such representations and warranties to the holders of such Registrable Securities and the underwriters, if any, in form, substance and scope, reasonably satisfactory to such holders and underwriters, as are customarily made by issuers to underwriters in primary underwritten offerings;
- (B) obtain opinions and updates thereof of counsel which counsel and opinions to ATC (in form, scope and substance) shall be reasonably satisfactory to

the underwriters, if any, and the holders of not less than a majority in value (based on the proposed public offering price) of the Registrable Securities being sold, addressed to each selling holder and the underwriters, if any, covering the matters customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such holders and underwriters;

- (C) obtain so-called "cold comfort" letters and updates thereof from ATC's independent public accountants addressed to the selling holders of Registrable Securities and the underwriters, if any, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters to underwriters in connection with primary underwritten offerings and such other matters as may be reasonably requested by such holders and underwriters;
- (D) if an underwriting agreement is entered into, cause the same to set forth in full the indemnification provisions and procedures of Section 3 (or such other substantially similar provisions and procedures as the underwriters shall reasonably request) with respect to all parties to be indemnified pursuant to said Section; and
- (E) deliver such documents and certificates as may be reasonably requested by the holders of not less than a majority in value (based on the proposed public offering price) of the Registrable Securities being sold or the underwriters, if any, to evidence compliance with the provisions of this Section and with any customary conditions contained in the underwriting agreement or other agreement entered into by ATC.

The requirements of subparagraphs (B), (C) and (D) of this paragraph (xiv) shall be complied with at the effectiveness of such Registration Statement, each closing under any underwriting or similar agreement as and to the extent required thereunder and from time to time as may reasonably be requested by a majority in value (based on the proposed public offering price) of Registrable Securities being sold pursuant to such Registration Statement, all in a manner consistent with customary industry practice;

(xv) make available to a representative of the holders of not less than a majority in value (based on the proposed public offering price) of the Registrable Securities, any underwriter participating in any disposition pursuant to such Registration Statement, and any attorney or accountant retained by such holders or underwriter, all financial, corporate and other records and documents of ATC, and cause ATC's officers, directors and employees to supply all information reasonably requested by any such representatives, underwriter, attorney or accountant in connection with the registration, with respect to each at such time or times as the person requesting such information shall reasonably determine; provided, however, that any records, information or documents that are designated by ATC in writing as confidential shall be kept confidential by such persons unless disclosure of such records, information or documents is required by court or

administrative order or applicable law or otherwise becomes public without breach of the provisions of this paragraph;

(xvi) otherwise use its reasonable business efforts to comply with the Securities Act, the Exchange Act, all applicable rules and regulations of the Commission and all applicable state blue sky and other securities laws, rules and regulations, and make generally available to its security holders, earnings statements satisfying the provisions of Section 11(a) of the Securities Act, no later than thirty (30) days after the end of any 12-month period (or ninety (90) days if the end of such 12-month period coincides with the end of a fiscal quarter or fiscal year, respectively) of ATC (A) commencing at the end of any month in which Registrable Securities are sold to underwriters in an underwritten offering, or, if not sold to underwriters in such an offering, (B) beginning with the first month commencing after the effective date of the Registration Statement, which statements shall cover said 12-month periods;

(xvii) cooperate and assist in any filings required to be made with the NASD and in the performance of any due diligence investigation by any underwriter (including any "qualified independent underwriter" that is required to be retained in accordance with the rules and regulations of the NASD);

(xviii) promptly prior to the filing of any document which is to be incorporated by reference into the Registration Statement or the Prospectus (after the initial filing of the Registration Statement) provide copies of such document to the selling holders of Registrable Securities, the underwriters, if any, and their respective counsel, make ATC's representatives available for discussion of such document with such persons and make such changes in such document prior to the filing thereof as any such persons may reasonably request; and

(xix) cooperate and assist in any filings required to be made with the FCC, including without limitation the obtaining of any consents of the FCC required in connection with any change in control of ATC.

(d) Restrictions on Registration. Anything in Section 1 to the

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contrary notwithstanding, ATC shall not be required to register Registrable Securities on behalf of any Stockholder to the following extent and subject to the following conditions: in the case of any registration initially proposed to be filed solely on behalf of ATC if, in the opinion of the managing underwriters of the proposed public offering (a copy of which opinion shall have been furnished to any Stockholder requesting registration (or each such holder if ATC has elected not to notify the holders of Registrable Securities pursuant to the provisions of Section 1(a) because it is not required to include any Registrable Securities in such registration pursuant to the provisions of this Section)), such registration (or such portion thereof as may be specified in such opinion) would adversely affect the proposed public offering price or the plan of distribution contemplated by the proposed ATC offering, in which event ATC shall (unless in the opinion of such managing underwriters (a copy of which shall be similarly furnished) to do so would materially and adversely affect the proposed public offering price or such plan of distribution)) cause such Registration Statement to remain in effect and to be phrased in such a manner so that the Stockholders requesting registration thereunder may, during a period commencing not less than sixty (60) days or more than ninety (90) days (or such other period as such managing underwriters may approve as not so adversely affecting the proposed public offering price

or such plan of distribution) after the closing of the sale to the underwriters pursuant to the original distribution thereunder, offer and sell under such Registration Statement the Registrable Securities referred to in the request of registration pursuant to this Section 1.

(e) Additional Restrictions on Registration. Anything in this Agreement to  
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the contrary notwithstanding, ATC shall not be required to file a registration statement requested pursuant to this Section 1 if ATC has furnished, to the Stockholders requesting a registration statement to be filed, a certificate signed by the Chief Executive Officer or the Chief Financial Officer of ATC stating that in the good faith judgment of the signer of such certificate the filing of a registration statement would require the disclosure of material information that ATC has a bona fide business purpose for preserving as confidential and that is not then otherwise required to be disclosed; provided, however, that ATC's obligation to use its reasonable business efforts to effect a registration pursuant to this Section 1 may not be deferred pursuant to this paragraph (e) for more than ninety (90) days from the date of receipt of a written request from such Stockholders, and provided further, however, that ATC shall not utilize this right more than once during any twelve (12) month period unless the Stockholders requesting such registration have been afforded a reasonable period (not less than ninety (90) days) during such twelve (12) month period to effect such registration.

2. Conditions to Registration.  
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Each Stockholder's right to have Registrable Securities included in any Registration Statement filed by ATC in accordance with the provisions of Section 1 shall be subject to the following conditions:

(a) The holders on whose behalf such Registrable Securities are to be included shall be required to furnish ATC in a timely manner all information required by the applicable rules and regulations of the Commission concerning the proposed method of sale or other disposition of such Registrable Securities, the identity of and compensation to be paid to any proposed underwriters to be employed in connection therewith, and such other information as may be reasonably requested by ATC or its counsel properly to prepare and file such Registration Statement in accordance with applicable provisions of the Securities Act;

(b) If any such holder desires to sell and distribute Registrable Securities over a period of time, or from time to time, at then prevailing market prices, then any such holder shall execute and deliver to ATC such written undertakings as ATC and its counsel may reasonably request in order to assure full compliance with applicable provisions of the Securities Act and the Exchange Act;

(c) In the case of any underwritten offering on behalf of the holders of Registrable Securities pursuant to the provisions of Section 1(b), the managing underwriters (other than CSFB or its affiliates) shall be subject to the approval of ATC, such approval not to be unreasonably withheld, delayed or conditioned;

(d) In the case of any registration requested pursuant to the provisions of Section 1(a), the offering price for any Registrable Securities to be so registered shall be no less than for any securities of the same class then to be registered for sale for the account of ATC or other security

holders, unless such Registrable Securities are to be offered from time to time based on the prevailing market price;

(e) Upon receipt of any notice from ATC of the existence of any event of the nature referred to in paragraph (iii) of Section 1(c), such holder will forthwith discontinue disposition of Registrable Securities until such holder's receipt of the copies of the supplemented or amended Prospectus contemplated by such paragraph, or until it is advised in writing by ATC that the use of the Prospectus may be resumed, and has received copies of any additional or supplemental filings which are incorporated by reference in the Prospectus, and, if so directed by ATC, such holder will deliver to ATC all copies, other than permanent file copies then in such holder's possession, of the Prospectus covering such Registrable Securities current at the time of receipt of such notice;

(f) In the event any filing with or consent of the FCC is required, cooperate and assist in any such filings, including without limitation providing all information required in obtaining any consents of the FCC required in connection with any change in control of ATC; and

(g) The holders of Registrable Securities requesting registration shall pay all Registration Expenses in connection with such registration pursuant to the provisions of this Section.

3. Indemnification.  
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(a) Indemnification by ATC. In the event of the registration of any  
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Registrable Securities under the Securities Act pursuant to the provisions hereof, ATC will, to the extent permitted by Applicable Law, indemnify and hold harmless each Stockholder on whose behalf such Registrable Securities shall have been registered, its partners, trustees, advisory committee members, directors, officers, employees, representatives and agents, each underwriter, broker and dealer, if any, who participates in the offering or sale of such Registrable Securities, and each other Person, if any, who controls such Stockholder or any such underwriter, broker or dealer within the meaning of the Securities Act or the Exchange Act (each such person being hereinafter sometimes referred to as an "indemnified person"), from and against any Claims, joint or several, to which such indemnified person may become subject, including without limitation under the Securities Act, the Exchange Act or any state securities or blue sky law, insofar as such Claims arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained or incorporated by reference in any Registration Statement or Prospectus or any amendment or supplement thereto or in any preliminary prospectus, or any document incorporated by reference therein, or arise out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and will reimburse each such indemnified person for any legal or any other expenses reasonably incurred by such indemnified person in connection with investigating or defending, settling or satisfying any such Claim; provided, however, that ATC will not be liable in any such case to the extent that any such Claim arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made or incorporated by reference in the Registration Statement, Prospectus, amendment or supplement in reliance upon and in conformity with written information furnished to ATC by such indemnified person specifically stating that it is for use in preparation thereof. Such indemnity shall remain in full force and effect regardless

of any investigation made by or on behalf of such indemnified person and shall survive the transfer of such Registrable Securities by such Stockholder.

(b) Indemnification by Holders of Registrable Securities. In the event

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of the registration of any Registrable Securities under the Securities Act pursuant to the provisions hereof, each Stockholder on whose behalf such Registrable Securities shall have been registered will, to the extent permitted by Applicable Law, severally but not jointly, indemnify and hold harmless, ATC, each director of ATC, each officer of ATC who signs the registration statement, each underwriter, broker and dealer, if any, who participates in the offering and sale of such Registrable Securities and each other Person, if any, who controls ATC or any such underwriter, broker or dealer within the meaning of the Securities Act or the Exchange Act (each such person including without limitation ATC being hereinafter sometimes referred to as an "indemnified person"), against any Claims, joint or several, to which such indemnified person may become subject, including without limitation under the Securities Act, the Exchange Act or any state securities or blue sky law, insofar as such Claims arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in any Registration Statement or Prospectus or any amendment or supplement thereto or any document incorporated by reference therein, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, provided that such untrue statement or alleged untrue statement or omission or alleged omission has been made or incorporated therein in reliance upon and in conformity with written information furnished to ATC by such Stockholder specifically stating that it is for use in preparation thereof, and will reimburse each such indemnified person for any legal or any other expenses reasonably incurred by ATC or such indemnified person in connection with investigating or defending, settling or satisfying any such Claim. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified person and shall survive the transfer of such Registrable Securities by such Stockholder. In no event shall the liability of any such Stockholder hereunder be greater in amount than the dollar amount of the proceeds received by such Stockholder upon the sale of the Registrable Securities giving rise to such indemnification obligation.

(c) Procedure. Promptly after receipt by an indemnified party of notice

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of the commencement of any action (including any governmental investigation or inquiry), such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party, give written notice to such indemnifying party of the commencement thereof, but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than pursuant to the provisions of this Section and then only to the extent such indemnifying party has been prejudiced, or otherwise adversely affected thereby and in no event shall such failure relieve the indemnifying party from any other liability which it may have to the indemnified party. In case any such action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate in, and to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party, the indemnifying party shall not, except as hereinafter provided, be responsible for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof, other than reasonable cost of investigation. No indemnifying party will consent to entry of any judgment or enter into any settlement which does not

include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such Claim.

Such indemnified party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be the expense of such indemnified party, unless (i) the indemnifying party has agreed to pay such fees and expenses, (ii) the indemnifying party shall have failed to assume the defense of such action or proceeding or has failed to employ counsel reasonably satisfactory to such indemnified party in any such action or proceeding, or (iii) the named parties to any such action or proceeding (including any impleaded parties) include both such indemnified party and the indemnifying party, and such indemnified party shall have been advised in writing by counsel that representation of both parties by the same counsel would be inappropriate due to actual or potential material differing interests between them (in which case, if such indemnified party notifies the indemnifying party in writing that it elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such action or proceeding on behalf of such indemnified party, it being understood, however, that the indemnifying party shall not, in connection with any one such action or proceeding or separate but substantially similar or related actions or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the fees and expenses of more than one separate firm of attorneys at any time for such indemnified party and any other indemnified parties, which firm shall be designated in writing by such indemnified parties). The indemnifying party shall not be liable for any settlement of any such action or proceeding effected without its written consent, but if settled with its written consent, or if there be a final judgment for the plaintiff in any such action or proceeding, the indemnifying party agrees to indemnify and hold harmless such indemnified parties from and against any loss or liability by reason of such settlement or judgment.

(d) Contribution. If the indemnification provided for in this Section

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or in Section 4 is unavailable, because prohibited or restricted by Applicable Law, to a party that would have been an indemnified party under either such Section in respect of any Claims referred to therein, then each party that would have been an indemnifying party thereunder shall, in lieu of indemnifying such indemnified party, contribute to the amount paid or payable by such indemnified party as a result of such Claims in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and such indemnified party on the other in connection with the statement or omission which resulted in such Claims, as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or such indemnified party and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Notwithstanding the provisions of this Section, a holder of Registrable Securities shall not, as an indemnified party, be required to contribute any amount in excess of the amount by which the total price at which the Registrable Securities sold by such indemnified party or its Affiliates and distributed to the public were offered to the public exceeds the amount of any damages which such indemnified party or its Affiliates have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. ATC and each holder of Registrable Securities agrees that it would not be just and equitable if contribution pursuant to this Section were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section. The amount paid or payable by an indemnified party as a



result of the Claims referred to above in this Section or Section 4 shall include any legal or other expenses reasonably incurred by such indemnified party in connection with investigation or defending any such action or claim (which shall be limited as provided in Section 3(c) if the indemnifying party has assumed the defense of any such action in accordance with the provisions thereof). The obligations of each Stockholder under this Section 3(d) are several and not joint.

No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

Indemnification or, if appropriate, contribution, similar to that specified in the preceding provisions of this Section (with appropriate modifications) shall be given by ATC and each seller of Registrable Securities with respect to any required registration or other qualification of Registrable Securities under any Applicable Law other than the Securities Act.

In the event of any underwritten offering of Registrable Securities under the Securities Act pursuant to the provisions of Section 1, ATC and each Stockholder on whose behalf Registrable Securities shall have been registered agree to enter into an underwriting agreement, in standard form, with the underwriters, which underwriting agreement may contain additional provisions with respect to indemnification and contribution in lieu of the provisions of this Section.

4. Exchange Act Registration.  
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ATC covenants and agrees that, at its expense, until such time as the Stockholders no longer hold any Registrable Securities:

(a) it will, if required by law, maintain a registration statement (containing such information and documents as the Commission shall specify) with respect to the ATC Common Stock under Section 12(b) or 12(g) of the Exchange Act effective and will file on time such information, documents and reports as the Commission may require or prescribe for companies whose stock has been registered pursuant to said Section 12(b) or 12(g);

(b) it will, if a registration statement with respect to the ATC Common Stock under Section 12(b) or Section 12(g) is effective, upon the request of any Stockholder, make whatever other filings with the Commission or otherwise make generally available to the public such financial and other information as any Stockholder may deem necessary or advisable in order to enable him to be permitted to sell shares of ATC Common Stock pursuant to the provisions of Rule 144 promulgated under the Securities Act (or any successor rule or regulation thereto or any statute hereafter adopted to replace or to establish the exemption that is now covered by said Rule 144);

(c) it will, if not subject to Section 13 to 15(d) of the Exchange Act, upon the request of any Significant Stockholder made on or after December 31, 1998, make publicly available the information specified in subparagraph (c) (2) of said Rule 144, and will take such further action as any Stockholder may reasonably request, all to the extent required from time to time to enable such

Stockholder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by said Rule 144 (or any successor rule or regulation to either thereof or any statute hereafter adopted to replace or to establish the exemption that is now covered by said Rule 144); and

(d) it will, if not subject to Section 13 to 15(d) of the Exchange Act, upon the request of any Stockholder agree to furnish to a prospective purchaser (subject to the execution by it of a confidentiality agreement in form, scope and substance reasonably satisfactory to ATC) the information specified in subparagraph (d)(4) of Rule 144A promulgated under the Securities Act (or any successor rule or regulation thereto or any statute hereafter adopted to replace or to establish the exemption that is now covered by said Rule 144A), and will take such further action as any Stockholder may reasonably request, all to the extent required from time to time to enable such Stockholder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by said Rule 144A (or any successor rule or regulation thereto or any statute hereafter adopted to replace or to establish the exemption that is now covered by said Rule 144A); and

(e) upon the request of any Stockholder, it will deliver to such Stockholder a written statement as to whether it has complied with the requirements of this Section.

ATC represents and warrants that any such registration statement or any information, documents or report filed with the Commission in connection therewith or any information so made public shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. ATC shall, to the extent permitted by Applicable Law, indemnify and hold harmless (or to the extent the same is not enforceable, make contribution to) the Stockholders, their partners, trustees, advisory committee members, officers, directors, employees, representatives and agents, each broker, dealer or underwriter (within the meaning of the Securities Act) acting for any Stockholder in connection with any offering or sale by such Stockholder of Registrable Securities or any person, firm or corporation controlling (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) such Stockholder or any such broker, dealer or underwriter from and against any and all Claims arising out of or resulting from any breach of the foregoing representation or warranty, all on terms and conditions comparable to those set forth in Section 3; provided, however, that ATC shall be given written notice and an opportunity to participate in, and, to the extent that it may wish, to assume on terms and conditions comparable to those set forth in Section 3, the defense thereof.

5. Termination of Registration Obligations.  
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The obligations of ATC to any Stockholder with respect to its rights of registration provided for in Section 1:

(a) shall continue until such time as Sullivan & Worcester LLP, or other counsel for ATC knowledgeable in securities law matters and reasonably acceptable to such Stockholder has delivered a written opinion to ATC and such Stockholder to the effect that either (i) such

Stockholder has no further obligation to comply with the registration requirements of the Securities Act or to deliver a prospectus meeting the requirements of Section 10(a)(3) of the Securities Act in connection with further sales by such Stockholder of Registrable Securities or (ii) such Stockholder is able to sell all of the Registrable Securities owned by it pursuant to the provisions of Rule 144 under the Securities Act in a three-month period; and

(b) shall not apply to any proposed sales or other dispositions or offers therefor of any Registrable Securities with respect to which Sullivan & Worcester LLP, or other counsel for ATC knowledgeable in securities law matters and reasonably acceptable to such Stockholder has delivered a written opinion to ATC and such Stockholder proposing to make such offer, sale or other disposition to the effect that such Stockholder has no obligation to comply with the registration requirements of the Securities Act or to deliver a prospectus meeting the requirements of Section 10(a)(3) of the Securities Act.

Any such opinion (a copy of which shall be addressed to such Stockholder) shall be reasonably satisfactory (in the case of such opinion as to form, scope and substance) to such Stockholder.

ATC shall, to the extent permitted by Applicable Law, indemnify and hold harmless each Stockholder, its partners, trustees, advisory committee members, officers, directors, employees, representatives and agents and each person, if any, who controls such Stockholder within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, against any Claims to which such Stockholder, or such partners, trustees, advisory committee members, officers, directors, employees, representatives and agents or controlling persons may become subject under the Securities Act, the Exchange Act or otherwise, insofar as such Claims arise out of or are based upon the failure to register the Registrable Securities because of the invocation by ATC of the provisions of this Section under the Securities Act, all on terms and conditions comparable to those set forth in Section 3; provided, however, that ATC shall be given written notice and an opportunity to participate in, and to the extent that it may wish, to assume, on terms and conditions comparable to those set forth in Section 3, the defense thereof.

The indemnification and contributions provisions of Sections 3 and 4 and this Section, and the obligations of each Stockholder pursuant to the provisions of Section 9, shall survive any termination of ATC's obligations pursuant to this Section.

6. Registration Rights of Others.  
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ATC represents and warrants that it has not previously entered into any agreement with respect to its securities granting any registration rights to any Person other than the 1998 Registration Rights Agreement.

7. Mergers, etc.  
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In addition to any other restrictions on mergers, consolidations and reorganizations contained in the Restated Certificate of Incorporation, by-laws or agreements of ATC, ATC covenants and agrees that it shall not, directly or indirectly, enter into any merger, consolidation, sale of all or substantially all of its assets or

business, liquidation, dissolution or reorganization in which ATC shall not be the surviving corporation unless the surviving corporation shall, prior to such merger, consolidation or reorganization, agree in a writing to assume all of the obligations of ATC under this Agreement, and for that purpose references hereunder to "Registrable Securities" shall be deemed to include the securities which such holders would be entitled to receive in exchange for Registrable Securities pursuant to any such merger, consolidation, sale of all or substantially all of its assets or business, liquidation, dissolution or reorganization.

8. Annual and Quarterly Reports; Other Information.  
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ATC will deliver to each Stockholder so long as such Stockholder holds any Registrable Securities:

(a) as soon as practicable after the end of each fiscal year and each quarter, audited annual and unaudited consolidated quarterly financial statements of ATC, including a consolidated balance sheet, a consolidated statement of operations, and a consolidated statement of cash flow, for such year or quarter, all prepared in accordance with generally accepted accounting principles;

(b) as soon as available, copies of all documents filed with the Commission; and

(c) such other financial and other information as may, from time to time, be reasonably requested by any Significant Stockholder.

9. Withdrawals.  
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Any Stockholder may at any time withdraw any request made pursuant to Section 1 for registration of its Registrable Securities. Notwithstanding anything in the foregoing provisions of this Section to the contrary, the provisions of this Section shall not be applicable in the event that any such withdrawal or withdrawals resulting in such termination is or are effected on account of (a) ATC's failure to disclose any material fact required to be disclosed in the registration statement or any prospectus relating to such offering or (b) any material adverse change in ATC, its business, assets or condition (financial or other).

10. Definitions.  
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As used herein, unless the context otherwise requires, the terms (or any variant in the form thereof) set forth in this Agreement shall have the respective meanings so set forth. 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 each agreement, notice, certificate, communication, opinion or other document executed or required to be executed pursuant hereto or thereto or otherwise delivered, from time to time, pursuant hereto or thereto.

"AFFILIATE" of any Person shall mean any Person which, directly or indirectly, owns or controls, is under common ownership or control with, or is owned or controlled by, such Person. A Person shall be deemed to be "controlled by" any other Person if such other Person possesses, directly or indirectly, power to direct or cause the direction of the management or policies of such Person or the disposition of its assets

or property, whether by stock, equity or other ownership, contract, arrangement or understanding, or otherwise.

"AGREEMENT" is defined in the first paragraph.

"APPLICABLE LAW" shall mean any Law of any Authority, whether domestic or foreign, including without limitation all federal and state Laws, to which the Person in question is subject or by which it or any of its business or operations is subject or any of its property is bound.

"ATC" is defined in the first paragraph.

"AUTHORITY" shall mean any governmental or quasi-governmental authority, whether executive, legislative, judicial, administrative or other, or any combination thereof, including without limitation any federal, state, territorial, county, municipal or other government or governmental or quasi-governmental agency, arbitrator, board, body, branch, bureau or comparable agency or Entity, commission, corporation, court, department, instrumentality, mediator, panel, system or other political unit or subdivision or other Entity of any of the foregoing, whether domestic or foreign.

"CLAIMS" shall mean, with respect to any Person, any and all debts, liabilities, obligations, losses, damages, deficiencies, assessments and penalties of or against such Person, together with all Legal Actions, pending or threatened, claims and judgments of whatever kind and nature relating thereto, and all fees, costs, expenses and disbursements (including without limitation reasonable attorneys' and other legal fees, costs and expenses) relating to any of the foregoing.

"COMMON STOCK", "CLASS A COMMON", "CLASS B COMMON" or "CLASS C COMMON", shall mean those respective securities described in the Restated Certificate of Incorporation of ATC.

"COMMISSION" shall mean the Securities and Exchange Commission or any successor Authority.

"EXCLUDED OFFERING" shall mean (a) an offering relating solely to dividend reinvestment plans or stock option or other employee benefit plans, (b) any merger, consolidation or acquisition, (c) any exchange or tender offer, whether with existing security holders of ATC or any other Person, or (d) a firm underwritten offering relating solely to convertible securities or units consisting of securities senior to Common Stock and warrants, options and rights to acquire Common Stock in which the managing underwriters shall have objected to the inclusion of any Registrable Securities.

"ENTITY" shall mean any corporation, firm, unincorporated organization, association, partnership, a trust (inter vivos or testamentary), an estate of a deceased, insane or incompetent individual, business trust, joint stock company, joint venture or other organization, entity or business, whether acting in an individual, fiduciary or other capacity, or any Authority.

"EVENT" shall mean the existence or occurrence of any act, action, activity, circumstances, condition, event, fact, failure to act, omission, incident or practice, or any set or combination of any of the foregoing.

"EXCHANGE ACT" shall mean the Securities Exchange Act of 1934, and the rules and regulations of the Commission thereunder, all as from time to time in effect, or any successor law, rules or regulations, and any reference to any statutory or regulatory provision shall be deemed to be a reference to any successor statutory or regulatory provision.

"FCC" shall mean the Federal Communications Commission or any successor Authority.

"LAW" shall mean any (a) administrative, judicial, legislative or other action, code, consent decree, constitution, decree, directive, enactment, finding, law, injunction, interpretation, judgment, order, ordinance, policy statement, proclamation, promulgation, regulation, requirement, rule, rule of law, rule of public policy, settlement agreement, statute, or writ of any Authority, domestic or foreign; (b) the common law, or other legal precedent; or (c) arbitrator's, mediator's or referee's award, decision, finding or recommendation.

"LEGAL ACTION" shall mean, with respect to any Person, any and all litigation or legal or other actions, arbitrations, counterclaims, investigations, proceedings, requests for material information by or pursuant to the order of any Authority or suits, at law or in arbitration, equity or admiralty, whether or not purported to be brought on behalf of such Person, affecting such Person or any of such Person's business, property or assets.

"NASD" shall mean the National Association of Securities Dealers, Inc.

"NASDAQ" shall mean the automatic quotation system of NASD.

"PERSON" shall mean any natural individual or any Entity.

"PROSPECTUS" shall mean each prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by the Registration Statement and by all other amendments and supplements to the prospectus, including each preliminary prospectus and post-effective amendments and all material incorporated by reference in such prospectus.

"REGISTRABLE SECURITIES" shall mean (a) all shares of Class A Common Stock acquired by CSFB pursuant to the ATC Stock Purchase Agreement, and (b) all shares of Common Stock of whatever series or class or other equity securities of ATC derived from the Registrable Securities, whether as a result of merger, consolidation, stock split, stock dividend, stock distribution, stock combination, recapitalization or similar event.

"REGISTRATION EXPENSES" shall mean all (or where appropriate any one or more) of the following:

(a) all registration, filing and listing fees;

(b) fees and expenses of compliance with securities or blue sky laws (including without limitation reasonable fees and disbursements of counsel for the underwriters or selling holders in connection with blue sky and state securities qualifications of the Registrable Securities under the

laws of such jurisdictions as the managing underwriters or the holders of not less than a majority in value (based on the proposed public offering price) of the Registrable Securities being sold may designate);

(c) printing (including without limitation expenses of printing or engraving certificates for the Registrable Securities in a form eligible for deposit with Depositary Trust Company and otherwise meeting the requirements of any securities exchange on which they are listed and of printing Prospectuses), word processing, messenger, telephone and delivery expenses;

(d) fees and disbursements of counsel for ATC, and reasonable fees and disbursements of counsel for the underwriters and for the selling holders of the Registrable Securities in accordance with the provisions of Section 1(c)(xiv) (subject to any provisions to the contrary in this Agreement);

(e) fees and disbursements of all independent public accountants of ATC (including without limitation the expenses of any annual or special audit and "cold comfort" letters required by the provisions of this Agreement);

(f) fees and disbursements of underwriters (excluding discounts, commissions or fees of underwriters), selling brokers, dealer managers or similar securities industry professionals relating to the distribution of the Registrable Securities or legal expenses of any Person other than ATC, the underwriters and the selling holders;

(g) securities act liability insurance if ATC so desires or if the underwriters or the holders of not less than a majority in value (based on the proposed public offering price) of the Registrable Securities being sold so require;

(h) fees and expenses of other Persons, including any experts, retained by ATC;

(i) fees and expenses incurred in connection with the listing of the Registrable Securities on each securities exchange on which securities of the same class are then listed;

(j) fees and expenses associated with any NASD filing required to be made in connection with any Registration Statement, including, if applicable, the fees and expenses of any "qualified independent underwriter" (and its counsel) that is required to be retained in accordance with the rules and regulations of the NASD;

(k) all other third party costs and expenses normally associated with the issuance and sale of newly issued public securities.

"REGISTRATION STATEMENT" shall mean any registration statement of ATC which covers Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus, amendments, including post-effective amendments to such registration statement, and supplements to such Prospectus and all exhibits and all material incorporated by reference in such registration statement.

"SECURITIES ACT" shall mean the Securities Act of 1933, and the rules and regulations of the Commission thereunder, all as from time to time in effect, or any successor law, rules or regulations, and any reference to any statutory or regulatory provision shall be deemed to be a reference to any successor statutory or regulatory provision.

"SIGNIFICANT STOCKHOLDER" shall mean CSFB (regardless of amount owned) or any other Stockholder, or group of Stockholders acting together, which owns shares of Common Stock with a market value of not less than \$10,000,000; provided, however, that notwithstanding the foregoing, in the event ATC is, at the time of any request made pursuant to the provisions of Section 1(b), eligible to file a Registration Statement on Form S-3 (or any successor form) with respect to the proposed disposition of the Registrable Securities with respect to which such request has been made, and such form is acceptable to the holders making such request, the minimum market value of the Registrable Securities shall be not less than \$5,000,000.

"STOCKHOLDERS" shall mean CSFB and any persons who hereafter become assignees pursuant to Section 11(a).

"SUBSIDIARY" shall mean, with respect to any Person, any Entity a majority of the capital stock ordinarily entitled to vote for the election of directors, or if no such voting stock is outstanding a majority of the equity interests, of which is owned directly or indirectly by such Person or any Subsidiary of such Person.

11. Miscellaneous.  
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(a) Assignment; Successors and Assigns. In the event that ATC shall be  
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merged with, or consolidated into, any other Entity or in the event that it shall sell and transfer substantially all of its assets to another Entity, the terms of this Agreement shall inure to the benefit of, and be assumed by, the Entity resulting from such merger or consolidation, or to which ATC's assets shall be sold and transferred. Anything in this Agreement to the contrary notwithstanding, the term "Stockholders" as used in this Agreement shall be deemed to include the holders from time to time of any of the Registrable Securities, whether or not they become parties to this Agreement, except for holders who have acquired Registrable Securities in connection with an offering registered under the Securities Act or pursuant to sales made in accordance with Rule 144 (or any successor rule or regulation or statute in substitution therefor). The rights to cause ATC to register Registrable Securities pursuant to Section 1 may be assigned in connection with any transfer or assignment by a holder of Registrable Securities; provided, however, that (i) such transfer may otherwise be effected in accordance with applicable securities laws and (ii) such transfer is effected in compliance with the restrictions on transfer contained in any agreement between ATC and such holder. ATC's obligations under this Agreement shall not be assigned, and its duties under this Agreement shall not be delegated, except as provided in the first sentence of this Section. Nothing in this Agreement expressed or implied is intended to and shall not be construed to confer upon or create in any Person (other than the parties hereto and their permitted successors and assigns) any rights or remedies under or by reason of this Agreement, including without limitation any rights to enforce this Agreement.

(b) Specific Performance; Other Rights and Remedies. Each party  
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recognizes and agrees that the other parties' remedies at law for any breach of the provisions of this Agreement would be inadequate



and agrees that for breach of such provisions, each such party shall, in addition to such other remedies as may be available to it at law or in equity or as provided in this Agreement, be entitled to injunctive relief and to enforce its rights by an action for specific performance to the extent permitted by 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 any party from pursuing any other remedies available to it for such breach or threatened breach, including without limitation the recovery of damages.

(c) Expenses. CSFB shall pay the expenses incident to the negotiation,

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preparation, performance and enforcement of this Agreement (including all fees and expenses of its and ATC's counsel, accountants and other consultants, advisors and representatives for all activities of such persons undertaken pursuant to this Agreement), except to the extent otherwise specifically set forth in this Agreement.

(d) Entire Agreement. This Agreement constitutes the entire agreement

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among the parties 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, among them as to such subject matter.

(e) Waivers; Amendments. Notwithstanding anything in this Agreement to the

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contrary, amendments to and modifications of this Agreement may be made, required consents and approvals may be granted, compliance with any term, covenant, agreement, condition or other 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 written consent of ATC (to the extent it is entitled to the benefit thereof) and (i) with respect to the rights of the Stockholders set forth in Section 1(b), including without limitation the definition of Significant Stockholder, two-thirds (2/3) in interest of the Stockholders, and (ii) with respect to all other rights and obligations of the Stockholders, a majority in interest of the Stockholders (to the extent they are entitled to the benefit thereof or obligated thereby); provided, however, that in the event any such amendment, modification, consent, approval or waiver shall be for the benefit of or materially adverse to less than all of the Stockholders, such amendment, modification, consent, approval or waiver shall require a majority in interest of those Stockholders who are not so benefitted or who are so materially adversely affected.

(f) Notices. All notices and other communications which by any provision

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of this Agreement are required or permitted to be given shall be given in writing and shall be (a) mailed by first-class or express mail, postage prepaid, (b) sent by telex, telegram, telecopy or other form of rapid transmission, confirmed by mailing (by first class or express mail, postage prepaid) written confirmation at substantially the same time as such rapid transmission, or (c) personally delivered to the receiving party (which if other than an individual shall be an officer or other responsible party of the receiving party). All such notices and communications shall be mailed, sent or delivered as follows:

If to American Tower Corporation, at

116 Huntington Avenue  
Boston, MA 02116

Attention: Steven B. Dodge, Chairman of the Board and Chief  
Executive Officer  
Facsimile: (617) 375-7575

with a copy to:

Sullivan & Worcester LLP  
One Post Office Square  
Boston, MA 02109  
Attention: Norman A. Bikales, Esq.  
Facsimile: (617) 338-2880

If to CSFB:

11 Madison Avenue  
New York, New York 10010  
Attention: Kristin M. Allen, Managing Director  
Facsimile: (212) 325-8021

with a copy to:

Sullivan & Cromwell  
125 Broad Street  
New York, NY 10004  
Attention: John T. Bostelman  
Facsimile: (212) 558-3588

(g) Severability. If any provision of this Agreement shall be held or

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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 conflicting 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, except when such reformation and construction could operate as an undue hardship on either party, or constitute a substantial deviation from the general intent and purpose of such party as reflected in this Agreement. The parties shall endeavor in good faith negotiations to replace the invalid, inoperative, illegal or unenforceable provisions with valid, operative, legal and enforceable provisions the economic effect of which comes as close as possible to that of the invalid, inoperative, illegal or unenforceable provisions.

(h) Counterparts. This Agreement may be executed in several counterparts,

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each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding upon all 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.

(i) Section Headings. The headings contained in this Agreement are for

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reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(j) Governing Law. The validity, interpretation, construction and

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performance of this Agreement shall be governed by the applicable laws of the United States of America and the domestic substantive laws of the State of New York 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.

(k) Further Acts. Each party agrees that at any time, and from time to

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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 agreements, assignments, instruments, other documents and 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.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement as of the date set forth in the first paragraph hereof.

American Tower Corporation

By: \_\_\_\_\_

Name: Steven B. Dodge

Title: Chairman of the Board and Chief Executive Officer

Credit Suisse First Boston Corporation

By: \_\_\_\_\_

Name:

Title: