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SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C.  
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FORM 10-K

FOR ANNUAL AND TRANSITION REPORTS  
PURSUANT TO SECTIONS 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

(Mark One)

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT  
OF 1934

For Fiscal Year Ended December 31, 2000

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE  
ACT OF 1934

For the transition period from to

Commission File 001-14195

AMERICAN TOWER CORPORATION  
(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of  
incorporation or organization)

65-0723837  
(I.R.S. Employer  
Identification No.)

116 Huntington Avenue  
Boston, Massachusetts 02116  
(Address of principal executive offices and Zip Code)

(617) 375-7500  
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

(Title of Class) -----	(Name of exchange on which registered) -----
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Class A Common Stock, \$0.01 par value	New York Stock Exchange
--	-------------------------

Securities registered pursuant to Section 12(g) of the Act:  
(Title of Class)

None

Indicate by check mark whether the registrant: (1) has filed all reports  
required to be filed by Section 13 or 15(d) of the Securities Exchange Act of  
1934 during the preceding 12 months (or for such shorter period that the  
registrant was required to file such reports), and (2) has been subject to such  
filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405  
of Regulation S-K is not contained herein, and will not be contained, to the  
best of registrant's knowledge, in definitive proxy or information statements  
incorporated by reference in Part III of the Form 10-K or any amendment to this  
Form 10-K. ☐

The aggregate market value of the voting and non-voting common equity held by  
non-affiliates of the registrant as of February 28, 2001 was approximately  
\$3,212,206,760. As of February 28, 2001, 180,165,054 shares of Class A Common  
Stock, 8,077,635 shares of Class B Common Stock and 2,267,813 shares of Class C  
Common Stock were outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the definitive proxy statement (the "Definitive Proxy Statement")  
to be filed with the Securities and Exchange Commission relative to the  
Company's 2001 Annual Meeting of Stockholders are incorporated by reference  
into Part III of this Report.

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This Annual Report on Form 10-K contains forward-looking statements relating to our goals, beliefs, plans or current expectations and other statements that are not of historical facts. For example, when we use words such as "project," "believe," "anticipate," "plan," "expect," "estimate," "intend," "should," "would," "could" or "may," or other words that convey uncertainty of future events or outcome, we are making forward-looking statements. We refer you to the caption entitled "Business--Factors That May Affect Future Results" in Item 1 of Part I for important factors that could cause actual results to differ materially from those indicated by our forward-looking statements made herein and presented elsewhere by management. Such forward-looking statements represent management's current expectations and are inherently uncertain. We do not undertake any obligation to update forward-looking statements made by us.

## PART I

### ITEM 1. BUSINESS

#### Overview

We are a leading wireless and broadcast communications infrastructure company operating in three business segments.

- . Rental and management. Our primary business is renting antenna space to wireless and broadcast companies on multi-tenant communications towers. We operate the largest network of wireless communications towers in North America and are the largest independent operator of broadcast towers in North America, based on number of towers. Our growth strategy focuses on both the acquisition and construction of towers. We use our own extensive tower network development capabilities, which include site acquisition and tower construction services, to construct our own build-to-suit and other towers. These capabilities enable us to construct towers at costs that are generally lower than the cost of acquiring towers.
- . Network development services. Through ATC Integrated Services, we provide the full-range of tower-related services necessary to establish, develop and maintain wireless and broadcast tower networks. These services include:
  - . radio frequency engineering consulting;
  - . site acquisition and network design;
  - . zoning and other governmental approvals;
  - . tower construction;
  - . antenna installation;
  - . tower component part sales; and
  - . site monitoring and maintenance.

We provide these services to a variety of customers and actively market them as part of a turnkey solution to our existing and prospective rental customers. We believe our full service capabilities enhance our core rental and management business by:

- . making us a more attractive choice for build-to-suit opportunities;
  - . enabling us to construct towers at costs that are generally less than the costs of acquiring towers. This cost-efficiency enables us to reduce our weighted average cost per tower, thereby improving the overall return of our rental and management business;
  - . strengthening our customer relationships; and
  - . increasing recurring revenues and cash flow from our towers.
- . Satellite and fiber network access services. Our Verestar subsidiary is a leading provider of integrated satellite and fiber network access services, based on the number of our teleport antennae and facilities. We provide these services to telecommunications companies, Internet service providers (ISPs), broadcasters and maritime customers, both domestic and international. Verestar's teleports and other facilities enable its customers to transmit Internet traffic, voice, video and other data through the integration of satellites, high-speed fiber connections and communications switches.

Our operating revenues for the year ended December 31, 2000 were \$735.3 million. Our three business segments accounted for the following percentages of operating revenues for the year ended December 31, 2000:

- .Rental and management--38.0%;
- .Network development services--42.0%; and
- .Satellite and fiber network access services--20.0%.

The relative contributions of each of our segments to our total operating revenues in 2000 may not be indicative of future periods. For more financial information about our business segments and geographic information about our operating revenues and long-lived assets, see "Management's Discussion and Analysis of Financial Condition and Results of Operations" and note 13 to our consolidated financial statements included in this Annual Report on Form 10-K.

We have a diversified base of customers. For the year ended December 31, 2000, none of our customers accounted for more than 10% of our operating revenues and our five largest customers accounted for approximately 23% of those revenues. Our customer base includes customers from various sectors within the wireless communications industry, including personal communication services, cellular and paging.

#### Growth Strategy

Background. Our growth strategy is to capitalize on the rapid expansion taking place in the wireless communications industry. We believe the increase in demand for wireless communications is attributable to a number of factors, including:

- . technological advances in communications equipment;
- . decreasing costs of wireless services;
- . the development of new applications for wireless services;
- . the increasing mobility of the U.S. population;
- . the growing awareness of the benefits of mobile communications;
- . the auctioning of new communications spectrum; and
- . business and consumer preferences for higher quality wireless, Internet, voice and data transmission.

We believe that as the wireless communications industry grows and becomes more competitive, many carriers seek to preserve capital and speed access to their markets by:

- . focusing on activities that contribute directly to subscriber growth;
- . outsourcing infrastructure requirements such as owning, constructing and maintaining towers; and
- . co-locating transmission facilities, which is likely to accelerate because of environmental and other regulatory restrictions, resulting in the growing tendency of local authorities to slow the proliferation of towers in their communities.

We believe we are well positioned to benefit from these trends in wireless communications and to play an increasing role in addressing the needs of the wireless, broadcast and Internet infrastructure industries. Our belief is based on the following reasons:

- . We operate the largest network of wireless communications towers in North America and are the largest independent operator of broadcast towers in North America, based on number of towers. We believe that national and other large wireless service providers prefer to deal with a company, such as ours, that can meet the majority of their tower needs within a particular market or region. In addition, we offer turnkey solutions to our customers, including a broad range of network development services and related components and equipment.
- . We are both an experienced builder and acquirer of towers, providing us the flexibility to choose the most cost-effective means to expand our network of towers.
- . We are involved in a number of build-to-suit projects, which generally reduce the financial risk of building new towers because these projects have anchor tenants which are often located in markets where we would like to expand our existing operations or in new markets where we would like to establish a presence.
- . Through our Verestar subsidiary, we are addressing the expanding market for satellite and fiber network access services.

- . We have a strong and experienced management team, led by our Chairman and Chief Executive Officer, Steven B. Dodge.

We are seeking to enhance our position as a leader in each of our business segments by:

- . expanding our leading national footprint of desirable communications towers in most major markets in the United States, creating networks in Mexico and Canada, and creating networks internationally to serve attractive foreign markets that we do not currently serve;
- . increasing the profitability of our tower operations by reducing average cost per tower through construction and attractive acquisitions, reducing tower operating expenses and actively marketing unused space on our towers;
- . serving profitably selected infrastructure needs of our customers; and
- . expanding Verestar as a leading provider of satellite and fiber network access services for telecommunications companies, ISPs, broadcasters and maritime customers.

Internal growth through sales, service and capacity utilization. We believe that a substantial opportunity for profitable growth exists by increasing the utilization of our existing towers and towers that we may build or acquire in the future. Because the costs of operating a site are largely fixed, increasing tower utilization significantly improves site operating margins. Many of our towers have significant capacity available for additional antenna space rental that we believe can be utilized at low incremental cost.

We intend to continue to use targeted sales and marketing techniques to increase utilization of our towers. We believe that the key to the success of this strategy lies in our ability to develop and consistently deliver a high level of customer service, and to be widely recognized as a company that makes realistic commitments and then delivers on them. Since speed to market and reliable network performance are critical components to the success of wireless service providers, our ability to assist our customers in meeting these goals will ultimately define our marketing success and capacity utilization. We target as customers wireless service providers that are expanding or improving their existing network infrastructure, as well as those deploying new technologies.

We also intend to continue actively marketing and selling our network development services and satellite and fiber network access services as related sources of revenue from those earned through our rental and management business. We expect that a significant part of our growth may consist of selling services and components to new customers on our existing towers or towers that we may construct on a build-to-suit or other basis.

Growth by build-to-suit/construction. We believe we can achieve attractive investment returns for our company by constructing new tower clusters:

- . in and around markets in which we already have a presence;
- . along major highways; and
- . in targeted new markets, particularly markets that have not been significantly built out by carriers or other communications site companies.

We often seek to work with one or more anchor tenants when we construct towers. When we do so, we develop an overall master plan for a particular network by locating new sites in areas identified by our customers as optimal for their network expansion requirements. We generally secure commitments for leasing from the customer prior to commencing construction, thereby reducing the risks associated with the investment.

In some cases, however, we may invest in the zoning and permitting of sites, and even the construction of tower build-outs, where we have no anchor tenant. We do this when, based on radio frequency engineering studies, our market knowledge and our awareness of our customers' build-out plans, we believe demand will exist in the near term.

We intend to place a strong emphasis on new tower development for the foreseeable future because we believe that this can produce relatively attractive initial returns. In addition, we can design and build towers to specifications that assure ample future capacity and minimize the need for future capital expenditures. We also intend to pursue new tower construction to service the demand for digital television and for tower space for radio antennae displaced by digital television requirements.

Growth by acquisitions. We have achieved a leading industry position through acquisitions and construction. We intend to continue to pursue strategic mergers and acquisitions with independent tower operators, consolidators and wireless service providers. Our acquisition strategy is designed to:

- . achieve enhanced operating efficiencies;
- . take advantage of divestiture opportunities presented by wireless service providers;
- . broaden and strengthen our penetration of major markets;
- . facilitate entry into new geographic markets in the United States and abroad; and
- . complement our construction program.

Among the potential acquisitions are tower networks still owned by major wireless service providers. We have entered into these types of transactions with ALLTEL, AirTouch and AT&T, as described elsewhere in this report. These transactions are usually substantial, involving several thousand towers and purchase prices in the hundreds of millions of dollars. In addition, they often entail build-to-suit contracts involving thousands of towers.

We also intend to pursue, on a selective basis, the acquisition of companies to enhance our satellite and fiber network access business.

#### Products and Services

We offer our products and services through three business segments:

- . Rental and management;
- . Network development services; and
- . Satellite and fiber network access services provided by Verestar.

#### Rental and Management Segment

Leasing of antennae sites. Our primary business is renting antenna space to wireless and broadcast companies on multi-tenant communications towers. We operate the largest network of wireless communications towers in North America and are the largest independent operator of broadcast towers in North America, based on number of towers. Assuming the consummation of our pending transactions, we operate a tower network of approximately 13,600 multi-user sites in the United States, Canada and Mexico, including more than 300 broadcast tower sites. Approximately 12,600 of these towers are owned or leased sites and approximately 1,000 are managed sites or lease/sublease sites under which we hold a position as lessee that is co-terminous with a related sublease. Our networks in the United States, Canada and Mexico are national in scope. Our U.S. network spans 49 states and the District of Columbia, with tower clusters in 43 of the 50 largest U.S. metropolitan statistical areas. Our developing Mexican network includes sites in highly populated areas, including Mexico City, Monterrey, Guadalajara and Acapulco. We plan for our Canadian operations to include sites in major metropolitan areas.

We lease antenna space on our towers to tenants in a diverse range of wireless communications and broadcast industries. Wireless industries we serve include: personal communications services, cellular, enhanced specialized mobile radio, specialized mobile radio, paging, fixed microwave and fixed wireless.

Our wireless customers include:

. ALLTEL	. Winstar	. AT&T Wireless
. Cingular	. Mobile Wireless	. Services
. Wireless	. Sprint PCS	. Nextel
. PowerTel	. VoiceStream	. Teligent
. Verizon*		. Western Wireless

Most major radio and television broadcasters rent antenna space on our broadcast towers, including:

. ABC	. CBS	. Clear Channel
. Cox	. Fox	. Infinity
. NBC	. Paxson	. Paramount
. Sinclair	. Telemedia	. Tribune
. TV Azteca	. Univision	

Lease Terms. Our leases, like most of those in the industry, generally vary depending upon the region and the industry user. Television and radio broadcasters prefer long-term leases while wireless communications providers favor somewhat shorter lease terms. In both cases, the leases often have multiple renewals at the option of the tenant.

Tenants tend to renew their leases because of the complications associated with moving antennae. For example, in the case of cellular, personal communications services and other wireless users, moving one antennae might necessitate moving several others because of the interlocking grid-like nature of wireless systems. Moreover, a move by a television or radio broadcaster would necessitate FCC approval and could entail major dislocations and the uncertainty associated with building antennae in new coverage areas. In addition, the increasing difficulty of obtaining local zoning approvals, the increasing environmental concerns of communities, and the restrictions imposed by the Federal Aviation Administration and FCC tend to reduce the number of choices available to a tower user.

Most of our leases have escalator provisions. These automatic increases are based on specified estimated cost measures or on increases in the consumer price index.

Annual rental payments vary considerably depending upon:

- . size of the transmission line and the number and weight of the antennae on the tower;
- . existing capacity of the tower;
- . the placement of the customer's antenna on the tower;
- . the location and height of the tower on which antenna space is rented; and
- . the competitive environment.

Because of the factors listed above, we believe that it is not possible to state with any degree of precision the vacancy or unused capacity of a "typical" tower, group of related towers or all of our towers.

Build-to-Suit Projects. Historically, cellular and other wireless service providers have constructed and owned a majority of the towers for their antennae needs, rather than leasing space on towers from a third party. Beginning a few years ago, wireless service providers expressed a growing interest in having independent companies own and operate the towers for their antennae. We believe this trend is the result of a need among such providers to preserve capital and to speed access to their markets by focusing on activities that contribute to subscriber growth and by outsourcing infrastructure requirements. This trend has resulted in our entering into

- - - - -  
\* Includes the former operations of AirTouch, Bell Atlantic Mobile and GTE Mobilenet.

agreements with a number of wireless carriers for build-to-suit projects. In build-to-suit projects, we develop and construct a tower network for a major anchor tenant, after the anchor tenant signs a lease agreement with us. Because we own the constructed towers, we are able to rent space on them to other tenants, as well as to the anchor tenant.

These build-to-suit projects constitute a major part of our rental business and have the following benefits for us:

- . build-to-suit projects generally reduce the financial risk of constructing new towers because they have a pre-established anchor tenant;
- . build-to-suit projects are often located in markets where we would like to expand our existing operations or in a new market where we would like to establish a presence; and
- . by utilizing our experienced in-house network development services, build-to-suit projects enable us to construct towers at costs that are generally less than the costs of acquiring towers. This cost-efficiency reduces our weighted average cost per tower, thereby improving the overall return of our rental and management business.

We are currently engaged in build-to-suit projects for the following companies:

- |          |                 |                     |
|----------|-----------------|---------------------|
| . ALLTEL | . AT&T Wireless | . Cingular Wireless |
| . Nextel | . Omnipoint     | . Verizon           |

We continue to seek additional major build-to-suit projects, although we may not enter into any of them.

Communications site management business. We are a leading manager of communications sites. These sites include rooftop sites and ground towers. A central aspect of this business is the development by us of new sources of revenue for building owners by effectively managing all aspects of rooftop and ground tower telecommunications, including:

- |                                    |             |  |
|------------------------------------|-------------|--|
| . two-way radio systems            | . microwave | . fiber optics                         |
| . wireless cable                   | . paging    | . rooftop                              |
| . personal communications services | . cellular  | . infrastructure construction services |

Our management contracts for these sites are generally for a period of five years and contain automatic five-year renewal periods, subject to termination by either party before renewal. Under these contracts, we are responsible for a wide range of activities, including:

- . marketing antennae sites on the tower;
- . reviewing existing and negotiating future license agreements with tenant users;
- . managing and enforcing those agreements;
- . supervising installation of equipment by tenants to ensure non-interference with other users;
- . supervising repairs and maintenance to the towers; and
- . site billing, collections and contract administration.

In addition, we handle all service related calls and questions regarding the site so that the building management team or owner is relieved of this responsibility. For such services, we are entitled to a percentage of lease payments, which is higher for new tenants than for existing tenants. Upon termination of a contract, unless it is because of our default, we are generally entitled to our percentage with respect to then existing tenants so long as they remain tenants.



## Network Development Services

Through ATC Integrated Services, we provide comprehensive network development services for both wireless service providers and broadcasters. We offer full turnkey network development solutions to our customers, including:

- . radio frequency engineering consulting
- . site acquisition
- . zoning and other regulatory approvals
- . tower construction
- . network design
- . antennae installation
- . tower component part sales
- . tower monitoring

We provide network development services to most of the major wireless service providers and have constructed or are constructing towers on a build-to-suit basis for a variety of wireless and broadcast companies. We are increasingly applying our site acquisition and construction capabilities for our own account as we engage in more built-to-suit and other proprietary construction projects.

Our ability to provide this full range of services is critical to our business model because these services:

- . enhance our overall returns as our costs for constructing towers are generally lower than those we acquire;
- . make us a more attractive choice for built-to-suit projects since we believe wireless carriers prefer to work with a national company, rather than contract with multiple vendors, to address their tower-related needs;
- . strengthens our existing customer relationships by increasing our knowledge of our customers network needs, which we believe leads to greater customer satisfaction and the opportunity to offer our customers other services; and
- . increase recurring revenues and cash flow from our towers. For example, throughout a customer's lease with us, we often perform antenna installation-related services and radio frequency engineering services as our customer's needs change and as their network develops, and as part of routine maintenance.

Site acquisition services. We engage in site acquisition services for our own account, in connection with build-to-suit projects and other proprietary construction, as well as for third parties. We provided site acquisition services for some of the first personal communications services projects in the United States, including the personal communication services network that at the time of launch had the largest number of sites in the United States. We provide these services nationally through our field offices in several major cities, including Atlanta, Chicago, Charlotte, Cleveland, Jacksonville, New Orleans and Seattle. Our site acquisition services include:

- . site identification
- . market analysis
- . geographic analysis
- . zoning review
- . custom mapping
- . zoning and other governmental approval

The site selection and acquisition process begins with the network design. We identify highway corridors, population centers and topographical features within the carrier's existing or proposed network. We then conduct drive tests in the area to monitor all personal communication services, cellular and enhanced specialized mobile radio frequencies to locate any systems then operating in that area. This enables us to identify where any holes in coverage may exist. Based on this data, we and the carrier develop a "search ring," generally of one-mile radius, within which our site acquisition department identifies land available either for purchase or lease. Our personnel select the most suitable sites, based on demographics, traffic patterns and signal characteristics. If the customer approves the site, we then submit it to the local zoning/planning board for approval. If we receive approval, our customer typically engages us to supervise the construction of the towers or to construct the towers ourselves.

We have performed site acquisition services for a wide range of customers, including:

. ALLTEL	. AT&T Wireless	. Metricom
. Cingular Wireless	. MobileComm	. Sprint PCS
. PowerTel	. SkyTel	. Western Wireless
. Triton PCS	. Verizon	

We will continue to provide site acquisition services to those customers desiring only these services. However, we also intend to continue to actively market these services as part of a turnkey solution, including network design, tower construction, tower site leasing, equipment installation and maintenance, that we offer prospective rental customers. We believe that wireless service providers will select companies that demonstrate the ability to successfully locate, acquire and permit sites and finance and construct towers in a timely manner for their built-to-suit projects.

Engineering Consulting Services and Network Design. Through Galaxy Engineering Services, we provide a number of engineering services that enable our customers to plan new tower networks, modify existing tower networks and improve the quality of their networks. These engineering services include:

- . wireless broadband design and implementation;
- . wireless data network design and implementation;
- . radio frequency network design for all mobile and fixed wireless technologies;
- . drive testing, which consists of measuring the signal strength of an antenna from multiple points in a moving vehicle;
- . performance engineering, which consists of adjusting variables in a network to establish optimum performance levels;
- . technical planning for spectrum license holders;
- . upgrading networks to the next generation of broadcast technology, which is often referred to as "3G" or third-generation technologies;
- . transport engineering, which consists of improving transmission media and interconnections for wireless service providers; and
- . interconnection and microwave services

Tower Construction and Antennae Installation. We are one of the leading builders of wireless and broadcast towers. Our Specialty Constructors unit has over 30 years of wireless tower construction and equipment installation experience. We also own and operate Kline Iron & Steel, an experienced builder of broadcast towers. The following table shows the approximate number of towers that we constructed during 1999 and 2000, and our projection for 2001 tower construction:

Year ----	Number of Towers Constructed -----
1999.....	1,000
2000.....	1,600
2001--Projection.....	2,000

We construct towers both for our own account in connection with build-to-suit projects and other proprietary construction projects, as well as for third parties. For third party construction, we bill customers on a fixed price or time and materials basis, and we may negotiate fees on individual sites or for groups of sites.

The cost of construction of a tower varies both by site location, which will determine, among other things, the required height of the tower, and type of tower. Non-broadcast towers, whether on a rooftop or the ground, generally cost between approximately \$185,000 and \$225,000. Broadcast towers are generally much taller and are built to bear a greater load. The costs per broadcast tower are significantly greater than non-broadcast towers and vary based on size, location and terrain.

As part of our construction service and as a separate service offering, we provide antennae installation services. These services use not only our construction-related skills, but also our technical expertise to ensure that new installations do not cause interference with other tenants.

The number of antennae that our towers can accommodate varies depending on whether the tower is broadcast or non-broadcast, and on the tower's location, height and the loaded capacity at certain wind speeds. An antenna's height on a tower and the tower's location determine the line-of-sight of the antenna with the horizon and, consequently, the distance a signal can be transmitted. Some of our customers, including paging companies and specialized mobile radio providers in rural areas, need higher elevations for broader coverage. Other customers, such as personal communications services, enhanced specialized mobile radio and cellular companies in metropolitan areas, usually do not need to place their equipment at the highest tower point. In most cases, well engineered and well located towers built to serve the specifications of an initial anchor tenant in the wireless communications sector will attract three or more additional wireless tenants over time, thereby increasing revenue and enhancing margins.

Wireless Components. Through MTS Wireless Components, we sell tower related parts and equipment to wireless and broadcast companies, including:

- . antennae fasteners and other mounting components;
- . waveguide bridge products;
- . square support rail;
- . tower lighting systems;
- . tower safety products; and
- . other hardware products.

We also manufacture wireless components for several large wireless communications equipment vendors who market these products under their own brand names.

#### Satellite and Fiber Network Access Services

Our Verestar subsidiary is a leading provider of integrated satellite and fiber network access services for telecommunications companies, ISPs, broadcasters and maritime customers, both domestic and international. We own and operate more than 175 satellite antennae at ten satellite network access points, which we refer to as SNAPS, in Arizona, California, Massachusetts, New Jersey, Texas, Washington state, and Washington, D.C. and one in Switzerland. Our acquisition in 2001 of the satellite business assets of Swisscom provides us with strategically located antennae in Switzerland and direct fiber links to New York and London. Our satellite network access points in the U.S. and in Switzerland enable us to access the majority of commercial satellites around the world. Our customers include:

- |                     |                   |                      |
|---------------------|-------------------|----------------------|
| . ABC               | . British Telecom | . Cable and Wireless |
| . CBS               | . CNN             | . Deutsche Telekom   |
| . Fox Entertainment | . MCI Worldcom    | . TCI                |
| . Telefonica        | . UUNET           |                      |

Our maritime customers include a number of major cruise lines.

Verestar transmits Internet traffic and voice, video and other data through the integration of the following services:

- . Teleport Services. Verestar operates 11 SNAPS. These SNAPS consist of over 175 satellite antennae, transmitting and receiving electronics and connectivity to major terrestrial fiber routes and the Internet. These SNAPS are capable of uplinking and downlinking data, voice and video (both analog and digital) to satellites in the Atlantic, Pacific and Indian Ocean regions. Some of our SNAPS also provide telemetry, tracking and control and communication systems for the launch and maintenance of satellites in orbit. Each SNAP is operated 24 hours a day, 365 days a year.
- . Satellite Services. Verestar is one of the largest independent lessees of satellite capacity for the transmission of Internet and other data around the world. Verestar sells capacity through contracts with a minimum term of one year and also offers spot market capacity on an as-needed basis to news networks in the United States.
- . Network Access Services. Verestar offers customers connections to their choice of leading Internet services and high-speed fiber backbone providers. Verestar also offers services that allow customers to select the fastest available Internet connection on a per packet basis. Verestar also offers long-haul fiber connectivity between select markets in the United States and internationally.
- . Switching Services. Verestar operates carrier-class voice switches in New York, Miami, and Los Angeles, which enable international telephone companies to connect their voice traffic to the U.S. public telephone network and to exchange their traffic with other international long distance carriers. These switches are connected to satellite and fiber networks, which provide customers with end-to-end solutions from the call origination to termination on the U.S. telephone network.

#### Significant Agreements

We are a party to three agreements that we consider to be material to our business:

ALLTEL transaction. In December 2000, we entered into an agreement to acquire the rights from ALLTEL to up to 2,193 communications towers through a 15-year sublease agreement. Under the agreement, we will sublease these towers for consideration of up to \$657.9 million in cash. ALLTEL also granted us the option to acquire the rights, through sublease agreements, to approximately 200 additional towers to be selected by us on a site-by-site basis for cash consideration of up to \$300,000 per tower. We expect the transaction to close incrementally beginning in the second quarter of 2001.

Under our agreement with ALLTEL, we are entitled to all income generated from leasing space on the towers and are responsible for all expenses, including ground rent. ALLTEL has reserved space on the towers for its antennae, for which it will pay a site maintenance fee of \$1,200 per tower per month, escalating at a rate equal to the lower of 5% per annum or the increase in Consumer Price Index plus 4% per annum.

Under our agreement with ALLTEL, we will have the option to purchase the towers at the end of the 15-year sublease term. For approximately 1,900 of the towers, the purchase price per tower will be \$27,500 plus interest accrued at 3% per annum. At ALLTEL's option, this price will be payable by us in cash or with 769 shares of our Class A common stock. For approximately 300 other towers and any of the 200 additional towers that we sublease, the per tower purchase arrangement at the end of the sublease term is subject to adjustment based on the cash consideration paid by us for the sublease and our Class A common stock price on the date we agree to the tower sublease terms.

As part of the transaction, we entered into an exclusive build-to-suit agreement with ALLTEL, that is expected to result in the construction of approximately 500 sites.

AT&T transaction. In September 1999, we agreed to purchase 1,942 towers from AT&T. As of December 31, 2000, we had purchased 1,929 towers. The purchase price for these towers was approximately \$258.1 million in cash. We expect to close on any remaining towers in the first and second quarters of 2001. These towers are located throughout the United States and were constructed by AT&T for its microwave operations.

AT&T entered into a master lease agreement covering 468 of these towers on which it currently conducts microwave operations. The lease has an initial term of ten years and AT&T has five five-year renewal options. The annual base rent payment is approximately \$1.0 million, payable in January of each lease year. The master lease agreements provides that we will adjust, but not below the base rent, the rent payable by AT&T based on AT&T's actual usage of the towers.

As part of this transaction, we entered into a build-to-suit agreement with AT&T Wireless Services. This agreement requires AT&T Wireless Services to present 1,200 sites nationwide from which we will select and be required to build 1,000 towers. We entered into a separate master lease with AT&T Wireless Services for the build-to-suit towers. The initial term is ten years, and AT&T Wireless Services has three five-year renewal options. The rent for lease supplements entered into pursuant to the master lease agreement in the initial year is \$1,350 per month, per antenna site, increasing annually by \$50.00 per year for lease supplements entered into in subsequent years. All rents will be subject to 4% annual increases.

AirTouch transaction. In August 1999, we agreed to lease on a long-term basis up to 2,100 towers located throughout the United States from AirTouch Communications, which is now a part of Verizon Wireless. Our cumulative lease payments, based on 2,100 towers, aggregate \$800.0 million in cash payable in part upon each closing and five-year warrants to purchase 3.0 million shares of our Class A common stock at \$22.00 per share. As of December 31, 2000, we had closed on 1,801 towers, paid AirTouch \$686.1 million in cash and issued warrants for 3.0 million shares of our Class A common stock. We expect that we will not close on approximately 150 of the towers included in the initial agreement. We expect the remaining closings to occur in the first and second quarters of 2001. These towers are located in all of AirTouch's major markets, other than Los Angeles and San Diego, including Albuquerque, Atlanta, Cleveland, Denver, Detroit, Minneapolis, Omaha, Phoenix, Portland, Sacramento and Seattle.

Under our agreement with AirTouch, we are entitled to all income generated from leasing space on the towers and are responsible for all tower expenses, including ground rent. AirTouch has reserved space on the towers for its antennae, for which it has agreed to pay us a site maintenance charge equal to \$1,500 per month for each non-microwave reserved space and \$385 per month for each microwave reserved space, with 3% annual increases.

We have also entered into an exclusive three-year build-to-suit agreement with AirTouch. Under that agreement, we have the right to construct and own all of AirTouch's towers in all markets covered by the agreement. AirTouch entered into a separate master lease covering all towers to be constructed pursuant to the build-to-suit agreement. AirTouch will lease space for a period of ten years and has the option to extend for five five-year periods. The rent is \$1,500 per month for each non-microwave antenna site and \$385 per month for each microwave antenna site, with 3% annual increases. We expect this build-to-suit agreement will result in our constructing 400 to 500 towers.

## Year 2000 Transactions

### Completed transactions in 2000

During 2000, we consummated more than 60 transactions involving the acquisition of approximately 4,600 communications sites and related businesses and several satellite and fiber network access services and related businesses for an aggregate purchase price of approximately \$1.8 billion. This purchase price includes \$1.4 billion in cash, 4.5 million shares of our Class A common stock and options, warrants to purchase 3.0 million shares of our Class A common stock and \$59.2 million of assumed debt. The most significant of these transactions, other than the AT&T and AirTouch transaction described above, were the following:

#### Tower and services transactions

UNIsite transaction. In January 2000, we consummated a merger with UNIsite, an owner and operator of wireless communications sites in the United States. The purchase price was approximately \$196.4 million, which included a payment of \$147.7 million in cash and the assumption of \$48.7 million of debt. In February 2000, we repaid the debt assumed in connection with the UNIsite transaction.

Galaxy transaction. In January 2000, we acquired Galaxy Engineering Services, a global turnkey provider of engineering consulting services based in Atlanta, Georgia. At the time of the merger, we owned one-third of Galaxy, which we had acquired in December 1999 for \$0.5 million. In the merger, the other Galaxy stockholders received 523,113 shares of our Class A common stock and \$0.3 million in cash. Galaxy provides a complete array of radio frequency engineering and network design services, including drive testing, voice quality analysis and transport engineering, interconnect and microwave services.

#### Foreign transactions

TV Azteca transaction. In December 1999, we signed definitive agreements to loan up to \$120.0 million to TV Azteca S.A. de C.V., the owner of a major national television broadcast network in Mexico. During 2000, we advanced this loan and assumed marketing responsibility for approximately 190 broadcasting towers owned by TV Azteca. Under the terms of the marketing agreement, we are entitled to receive 100% of the revenues generated by third party leases and are responsible for any incremental operating expenses associated with those leases during the term of the loan. The 70-year loan may be prepaid by TV Azteca without penalty during the last 50 years of the agreement.

Iusacell transaction. In December 1999, we entered into a management agreement for approximately 350 existing towers and a build-to-suit agreement for approximately 200 towers with Grupo Iusacell, the second largest wireless telecommunications provider in Mexico. The existing towers are located in urban and rural areas such as Mexico City, Guadalajara, Veracruz and Acapulco. We expect to construct the build-to-suit towers over the next 18 months in key metropolitan areas. In February 2001, we purchased 170 of the 350 towers that are currently under the management agreement.

Unefon transaction. In early 2000, we entered into an agreement with Unefon S.A. de C.V., a wireless service provider, in Mexico, to form a strategic alliance to build and operate towers throughout Mexico. In December 2000, we revised the initial agreement and paid Unefon approximately \$15.0 million in cash for its agreement to terminate the strategic alliance. In connection with this termination, we modified our build-to-suit agreement with Unefon, which now provides for us to construct for it up to 1,000 sites on a build-to-suit basis.

Canadian joint venture. In March 2000, we entered into a joint venture with Telemedia, a privately held Canadian telecommunications company, to form Canadian Tower L.P. Canadian Tower, which is Canadian controlled and operated, will develop and acquire wireless and broadcast towers throughout Canada. We have committed to invest \$18.0 million (Canadian) in exchange for which we will own 45.0% of Canadian Tower. The joint venture's initial assets will include more than 20 broadcast towers to be contributed by Telemedia. We plan for our Canadian operations to include sites in major metropolitan areas.

## Verestar transactions

USEI transaction. In June 2000, we acquired U.S. Electrodynamics for approximately 1.1 million shares of Class A common stock and \$33.2 million in cash. We also issued options to purchase 0.4 million shares of Class A common stock. At the time of closing, U.S. Electrodynamics operated around-the-clock teleport facilities in the Pacific Northwest, the Southwest and the Northeast with a total of 52 antennae that access satellites covering the continental United States and the Pacific Ocean region.

General Telecom transaction. In June 2000, we acquired General Telecom for \$28.8 million in cash. Our acquisition of General Telecom provided us with independent partition voice switching capabilities and network management services at three major voice communications gateways in New York, Miami and Los Angeles.

Publicom transaction. In October 2000, we acquired Publicom and its affiliates for approximately 0.4 million shares of Class A common stock and \$14.5 million in cash. Publicom and its affiliates distribute satellite and telecommunications equipment via strategic vendor relationships with established equipment providers. Publicom also provides wholesale ISP services in select markets.

InterPacket Networks transaction. In December 2000, we acquired InterPacket Networks for approximately 1.1 million shares of Class A common stock and \$21.4 million in cash. InterPacket is a leader in providing international ISPs, low cost Internet access via a global satellite overlay network. InterPacket's customer base includes companies primarily in Africa, the Middle East, Latin America and Asia.

## Pending transactions as of December 31, 2000

As of December 31, 2000, we were a party to various pending transactions involving the acquisition of more than 2,500 communications sites and related businesses with an aggregate purchase price of approximately \$870.0 million. These transactions remain subject to regulatory approvals in certain cases and other closing conditions, which we may not meet. The most significant of these pending transactions is our agreement with ALLTEL, which is described under "Significant Agreements" above.

## Management Organization

Our corporate headquarters is in Boston, Massachusetts. We are organized on a regional basis, with each region being headed by a vice president who reports to our chief operating officer. Our current regional centers are based in Boston, Atlanta, Chicago, Houston, the San Francisco Bay area and Mexico City. We may establish additional regional centers over time, including in Canada. Our regional centers are further subdivided into 20 area operations centers. Our regional centers are responsible for legal and accounting functions, and our area operations centers are responsible for service, sales and marketing. We believe our regional and area operations centers are capable of responding effectively to the opportunities and customer needs of their defined geographic areas. Our area operations centers are staffed with skilled engineering, construction management and marketing personnel.

We believe that over time we can achieve enhanced customer service and greater operating efficiencies by further centralizing certain operating functions, including accounting and lease administration. We are designing this centralization of functions to enable key information about each site, tower lease and customer to become part of a centralized database linked to regional and area operations centers.

Through our various acquisitions and organic growth, we believe we have obtained the services of key personnel with skills in areas such as:

- . site acquisition;
- . zoning and other governmental approvals;
- . radio frequency engineering;

- . construction management;
- . tower operations;
- . engineering;
- . component manufacturing;
- . marketing;
- . information technology;
- . lease administration; and
- . finance.

As we seek to expand our size and improve on the quality and consistency of our services, we believe we may need to supplement our current workforce in certain areas, develop new regional centers and intensify our dedication to customer service. Accordingly, we are actively recruiting key personnel to complete the staffing of our regional operations centers and to strengthen and deepen our corporate group. We focus our efforts on recruiting people from the industry sectors we serve. In addition, in some instances we recruit skilled engineering, marketing and other personnel from outside the communications site, wireless communications and broadcasting industries.

## History

In early 1995, Steven B. Dodge, the then chairman of the board, president and chief executive officer of American Radio Systems Corporation (American Radio), and other members of its management, recognized the opportunity in the communications site industry as a consequence of its ownership and operation of broadcast towers. American Radio formed our company to capitalize on this opportunity. American Radio distributed its stock in our company to its securityholders in connection with its merger with CBS in June 1998.

## Regulatory Matters

Towers. Both the FCC and the FAA regulate towers used for wireless communications and radio and television antennae. These regulations control the siting, lighting, marking and maintenance of towers. Depending on factors such as height and proximity to public airfields, the construction of new antenna structures or modifications to existing antenna structures must be reviewed by the FAA prior to initiation to ensure that the structure will not present a hazard to aircraft navigation. After the FAA issues a "No Hazard" determination, the tower owner must register the antenna structure with the FCC and paint and light the structure in accordance with the FAA determination. The FAA review and the FCC registration processes are prerequisites to FCC authorization of communications devices placed on the antenna structure.

The FCC separately regulates and licenses wireless communications devices operating on towers based upon the particular frequency used. In addition, the FCC separately licenses and regulates television and radio stations broadcasting from towers. Tower owners bear the responsibility for notifying the FAA of any tower lighting failures and the repair of those lighting failures. Tower owners also must notify the FCC when the ownership of a tower changes. We generally indemnify our customers against any failure to comply with applicable standards. Failure to comply with applicable tower-related requirements may lead to monetary penalties.

In January 2001, the FCC concluded investigations of several operators of communications towers, including us. The FCC sent us a Notice of Apparent Liability for Forfeiture preliminarily determining that we had failed to file certain informational forms, had failed to properly post certain information at various tower sites, and on one occasion had failed to properly light a tower. The FCC has proposed a fine of \$212,000 and intends to undertake an additional review of our overall procedures for and degree of compliance with the FCC's regulations. The proposed fine represents a significant increase from the amount that otherwise might be



imposed in similar situations because of the number of violations and the FCC's negative perception of our compliance. Depending on the outcome of the further investigation, the FCC could take additional adverse action against us. We are conducting our own internal investigation into our regulatory compliance policies. As permitted by the FCC's regulations, on March 1, 2001, we filed a response to the Notice of Apparent Liability for Forfeiture requesting that the forfeiture be reduced. We intend to cooperate further with the FCC in any additional investigation to resolve these matters.

The introduction and development of digital television may affect us and some of our broadcast customers. The need to install additional antennae required to deliver digital television service may necessitate the relocation of many currently co-located FM antennae. The need to secure state and local regulatory approvals for the construction and reconstruction of this substantial number of antennae and the structures on which they are mounted presents a potentially significant regulatory obstacle to the communications site industry. As a result, the FCC solicited comments on whether, and in what circumstances, the FCC should preempt state and local zoning and land use laws and ordinances regulating the placement and construction of communications sites. Federal preemptive regulations may never be promulgated. If adopted, they may be more or less restrictive than existing state and local regulations. In addition, those regulations, if challenged on constitutional grounds, may not be upheld.

Local regulations include city and other local ordinances, zoning restrictions and restrictive covenants imposed by local authorities. These regulations vary greatly, but typically require tower owners to obtain approval from local officials or community standards organizations prior to tower construction. Local regulations can delay or prevent new tower construction or site upgrade projects, thereby limiting our ability to respond to customer demand. In addition, those regulations increase costs associated with new tower construction. Existing regulatory policies may adversely affect the timing or cost of new tower construction and additional regulations may be adopted which increase delays or result in additional costs to us. These factors could materially adversely affect our financial condition, results of operations or liquidity.

Our tower operations in Mexico are also subject to regulation. As we pursue additional international opportunities, we will be subject to regulations in additional foreign jurisdictions. In addition, our customers, both domestic and foreign, also may be subject to new regulatory policies that may adversely affect the demand for communications sites.

Verestar. We are required to obtain authorization from the FCC for our use of radio frequencies to provide satellite and wireless services in the United States. We are also required to obtain authorizations from foreign regulatory agencies in connection with our provision of these services abroad. We hold a number of point-to-point microwave radio licenses that are used to provide telecommunications services. Additionally, we hold a number of satellite earth station licenses in connection with our operation of satellite-based networks. We are required to obtain consent from the FCC prior to assigning these licenses or transferring control of any of our companies holding an FCC license. We also provide maritime communications services pursuant to an experimental license and a grant of Special Temporary Authority. We also filed 32 applications for permanent full-term FCC licenses to operate shipboard earth stations in fixed ports. Those applications are pending. We may not be granted permanent licenses, and the experimental license and Special Temporary Authority currently being used may not be renewed for future terms. Any license granted by the FCC may require substantial payments by us.

#### Environmental Matters

Our operations are subject to federal, state and local and foreign laws, ordinances and regulations relating to the management, use, storage, disposal, emission and remediation of, and exposure to, hazardous and non-hazardous substances, materials, and waste. As the owner and/or operator of real property and facilities, these laws, ordinances and regulations may impose liability on us for the costs of investigation, removal or remediation of soil and groundwater contaminated by hazardous substances or wastes. Certain of these laws impose cleanup responsibility and liability without regard to whether the owner or operator of the real estate or

facility knew of or was responsible for the contamination, and whether or not operations at the property have been discontinued or title to the property has been transferred. The owner or operator of contaminated real estate also may be subject to common law claims by third parties based on damages and costs resulting from off-site migration of the contamination. In connection with our former and current ownership or operation of our properties, we may be potentially liable for those types of environmental costs.

We believe we are in compliance in all material respects with applicable environmental laws. We have not received any written notice from any governmental authority or third party asserting, and we are not otherwise aware of, any material environmental non-compliance, liability or claim. However, we might be liable in the future for existing environmental conditions. We also may incur costs for future regulatory action, as well as compliance with existing and future environmental laws. The foregoing could have a material adverse affect on our financial condition, results of operations or liquidity.

#### Competition and New Technologies

**Rental and Management Segment Competition.** We compete for antennae site customers with other national independent tower companies, wireless carriers that own and operate their own tower networks and lease tower space to other carriers, site development companies that acquire space on existing towers for wireless service providers and manage new tower construction, and traditional local independent tower operators. We believe that tower location and capacity, price, quality of service and density within a geographic market historically have been and will continue to be the most significant competitive factors affecting owners, operators and managers of communications sites.

We face strong competition for build-to-suit opportunities, particularly those with the remaining wireless service providers seeking to divest their tower ownership, principally from other independent tower companies and site developers.

We compete for tower and site acquisitions principally with other independent tower owners and operators. Competition may intensify and result in substantially higher prices, particularly for towers being divested by wireless service providers. We may not, therefore, be able to complete acquisitions on as favorable terms as in the past. Under certain circumstances, we may also be required to pay higher prices or agree to less favorable terms than we would otherwise have desired. We may also be impeded in our future acquisition activities by antitrust constraints, either in local markets or on a regional or national basis.

**Network Development Services Segment Competition.** We compete as to network development services with a variety of companies offering individual, or combinations of, competing services. The field of competitors includes site acquisition consultants, zoning consultants, real estate firms, right-of-way consulting firms, construction companies, tower owners/managers, radio frequency engineering consultants, telecommunications equipment vendors, which provide turnkey site development services through multiple subcontractors, and carriers' internal staffs. We believe that carriers base their decisions on network development services on various criteria, including a company's experience, track record, local reputation, price and time for completion of a project. Various elements of our components business compete with numerous other companies.

**Satellite and Fiber Network Access Services Segment Competition.** In the delivery of domestic and international satellite services, we compete with other full service teleports in the United States and satellite communications companies. The bases of competition are primarily reliability, price and transmission quality. Competition is expected principally from a number of domestic and foreign telecommunications carriers and satellite owners, many of which have substantially greater financial and other resources than we do. In the maritime telecommunications market, we compete primarily with several other companies that provide similar telecommunications services. Several of these companies have FCC licenses that are similar to ours and own their own satellites.

We believe that we compete favorably as to the key competitive factors relating to each of our business segments.

**New Technologies.** The emergence of new technologies could reduce the need for tower-based transmission and reception and may, thereby, have a negative impact on our operations. For example, the FCC has granted license applications for several low-earth orbiting satellite systems that are intended to provide mobile voice and/or data services. In addition, the emergence of new technologies could reduce the need for tower-based transmission and reception and have an adverse effect on our operations. Additionally, the growth in delivery of video services by direct broadcast satellites and the development and implementation of signal combining technologies, which permit one antenna to service two different frequencies of transmission and, thereby, two customers, may reduce the need for tower-based broadcast transmission and hence demand for tower space.

Finally, any increase in the use of roaming or resale arrangements by wireless service providers would adversely affect the demand for tower space. These arrangements enable a provider to serve customers outside its license area, to give licensed providers the right to enter into arrangements to serve overlapping license areas and to permit non-licensed providers to enter the wireless marketplace. Wireless service providers might consider such roaming and resale arrangements as superior to constructing their own facilities or leasing antenna space from us.

#### Construction, Manufacturing and Raw Materials

We build, maintain and install land based wireless communications and broadcast transmitting and receiving facilities by obtaining sheet metal and other raw material parts and components from a variety of vendors. We also engage third party contract manufacturers to construct certain of these wireless transmitting and receiving and broadcast facilities. We have historically obtained the majority of our sheet metal and other raw materials parts and components, including for our components business, from a limited number of suppliers. However, substantially all of these items are available from numerous other suppliers. We have not, to date, experienced any significant difficulties in obtaining the needed quantities of materials from suppliers in a timely manner.

#### Employees

As of December 31, 2000, we employed approximately 3,300 full time individuals and consider our employee relations to be satisfactory.

#### Factors That May Affect Future Results

We operate in a rapidly changing environment that involves a number of risks, some of which are beyond our control. The following discussion highlights some of the risks that may affect future operating results.

**DECREASE IN DEMAND FOR TOWER SPACE WOULD MATERIALLY AND ADVERSELY AFFECT OUR OPERATING RESULTS AND WE CANNOT CONTROL THAT DEMAND.**

Many of the factors affecting the demand for tower space, and to a lesser extent our services business, affect our operating results. Those factors include:

- . consumer demand for wireless services;
- . the financial condition of wireless service providers and their preference for owning rather than leasing antenna sites;
- . the growth rate of wireless communications or of a particular wireless segment;
- . the number of wireless service providers in a particular segment, nationally or locally;

- . governmental licensing of broadcast rights;
- . increased use of roaming and resale arrangements by wireless service providers. These arrangements enable a provider to serve customers outside its license area, to give licensed providers the right to enter into arrangements to serve overlapping license areas and to permit nonlicensed providers to enter the wireless marketplace. Wireless service providers might consider such roaming and resale arrangements as superior to constructing their own facilities or leasing antenna space from us;
- . zoning, environmental and other government regulations; and
- . technological changes.

The demand for antenna space is dependent, to a significantly lesser extent, on the needs of television and radio broadcasters. Among other things, technological advances, including the development of satellite-delivered radio, may reduce the need for tower-based broadcast transmission. We could also be affected adversely should the development of digital television be delayed or impaired, or if demand for it were to be less than anticipated because of delays, disappointing technical performance or cost to the consumer.

A significant general slow down in the economy in 2001 or beyond could negatively affect the foregoing factors influencing demand for tower space and tower related services. For example, such a slow down could reduce consumer demand for wireless services, thereby causing providers to delay implementation of new systems, and the introduction of new technologies. We also believe that the economic slow down in 2001 has already harmed, and may continue to harm, the financial condition of some wireless service providers.

OUR SUBSTANTIAL LEVERAGE AND DEBT SERVICE OBLIGATIONS MAY ADVERSELY AFFECT OUR CASH FLOW AND OUR ABILITY TO MAKE PAYMENTS ON OUR SENIOR NOTES.

We have a substantial amount of outstanding indebtedness. After giving effect to our sale of 10.0 million shares of Class A common stock in January 2001, our sale of \$1.0 billion of 9 3/8% senior notes due 2009 in January 2001 and borrowings that we assume we would have made to close acquisitions that were pending as of December 31, 2000, we would have had at December 31, 2000 approximately \$3.4 billion of consolidated debt. Our substantial level of indebtedness increases the possibility that we may be unable to generate cash sufficient to pay when due the principal of, interest on or other amounts due in respect of our indebtedness. We may also obtain additional long-term debt and working capital lines of credit to meet future financing needs. This would have the effect of increasing our total leverage.

Our substantial leverage could have significant negative consequences, including:

- . increasing our vulnerability to general adverse economic and industry conditions;
- . limiting our ability to obtain additional financing;
- . requiring the dedication of a substantial portion of our cash flow from operations to service our indebtedness, thereby reducing the amount of our cash flow available for other purposes, including capital expenditures;
- . requiring us to sell debt or equity securities or to sell some of our core assets, possibly on unfavorable terms, to meet payment obligations;
- . limiting our flexibility in planning for, or reacting to, changes in our business and the industries in which we compete; and
- . placing us at a possible competitive disadvantage with less leveraged competitors and competitors that may have better access to capital resources.

A significant portion of our outstanding indebtedness bears interest at floating rates. As a result, our interest payment obligations on such indebtedness will increase if interest rates increase.

RESTRICTIVE COVENANTS IN OUR CREDIT FACILITIES AND OUR SENIOR NOTES COULD ADVERSELY AFFECT OUR BUSINESS BY LIMITING FLEXIBILITY.

The indenture for our senior notes due 2009 and our credit facilities contain restrictive covenants that limit our ability to take various actions and engage in various types of transactions. These restrictions include:

- . paying dividends and making distributions or other restricted payments;
- . incurring more debt, guaranteeing indebtedness and issuing preferred stock;
- . issuing stock of certain subsidiaries;
- . making certain investments;
- . creating liens;
- . entering into transactions with affiliates;
- . entering into sale-leaseback transactions; and
- . merging, consolidating or selling assets.

These covenants could have an adverse effect on our business by limiting our ability to take advantage of financing, merger and acquisition or other corporate opportunities.

BUILD-TO-SUIT CONSTRUCTION PROJECTS AND MAJOR ACQUISITIONS FROM WIRELESS SERVICE PROVIDERS INCREASE OUR DEPENDENCE ON A LIMITED NUMBER OF CUSTOMERS, THE LOSS OF WHICH COULD MATERIALLY DECREASE REVENUES, AND MAY ALSO INVOLVE LESS FAVORABLE TERMS.

Our focus on major build-to-suit projects for wireless service providers and related acquisitions entail several unique risks. First is our greater dependence on a limited number of customers and the risk that customer losses could materially decrease revenues. Another risk is that our agreements with these wireless service providers have lease and control terms that are more favorable to them than the terms we give our tenants generally. In addition, although we have the benefit of an anchor tenant in build-to-suit projects, we may not be able to find a sufficient number of additional tenants. In fact, one reason wireless service providers may prefer build-to-suit arrangements is to share or escape the costs of an undesirable site. A site may be undesirable because it has high construction costs or may be considered a poor location by other providers.

OUR EXPANDED CONSTRUCTION PROGRAM INCREASES OUR EXPOSURE TO RISKS THAT COULD INCREASE COSTS AND ADVERSELY AFFECT OUR EARNINGS AND GROWTH.

Our expanded construction activities involve substantial risks. These risks include:

- . increasing our debt and the amount of payments on that debt;
- . increasing competition for construction sites and experienced tower construction companies, resulting in significantly higher costs and failure to meet time schedules;
- . failing to meet time schedules, which could result in our paying significant penalties to prospective tenants, particularly in build-to-suit situations; and
- . possible lack of sufficient experienced personnel to manage an expanded construction program.

IF WE ARE UNABLE TO CONSTRUCT OR ACQUIRE NEW TOWERS AT THE PACE, IN THE LOCATIONS AND AT THE COSTS THAT WE DESIRE, OUR BUSINESS WOULD BE ADVERSELY AFFECTED.

Our growth strategy depends in part on our ability to construct and acquire towers in locations and on a time schedule that meets the requirements of our customers. If our tower construction and acquisition projects fail to meet the requirements of our customers, or fail to meet their requirements at our projected costs, our business would be adversely affected. If we are unable to build new towers where and when our customers require them, or where and when we believe the best opportunity to add tenants exists, we could fail to meet our contractual obligations under build-to-suit agreements, and we could lose opportunities to lease space on our towers. Our ability to construct a tower at a location, on a schedule and at a cost we project can be affected by a number of factors beyond our control, including:

- . zoning, and local permitting requirements and national regulatory approvals;
- . environmental opposition;

- . availability of skilled construction personnel and construction equipment;
- . adverse weather conditions; and
- . increased competition for tower sites, construction materials and labor.

INCREASING COMPETITION IN THE SATELLITE AND FIBER NETWORK ACCESS SERVICES MARKET MAY SLOW VERESTAR'S GROWTH AND ADVERSELY AFFECT ITS BUSINESS.

In the satellite and fiber network access services market, Verestar competes with other satellite communications companies that provide similar services, as well as other communications service providers. Some of Verestar's existing and potential competitors consist of companies from whom Verestar currently leases satellite and fiber network access in connection with the provision of Verestar's services to its customers. Increased competition could result in Verestar being forced to reduce the fees it charges for its services and may limit Verestar's ability to obtain, on economical terms, services that are critical to its business. We anticipate that Verestar's competitors may develop or acquire services that provide functionality that is similar to that provided by Verestar's services and that those competitive services may be offered at significantly lower prices or bundled with other services. Many of the existing and potential competitors have financial and other resources significantly greater than those available to Verestar.

IF WE CANNOT KEEP RAISING CAPITAL, OUR GROWTH WILL BE IMPEDED.

Without additional capital, we would need to curtail our acquisition and construction programs that are essential for our long-term success. We expect to use borrowed funds to satisfy a substantial portion of our capital needs. However, we must continue to satisfy financial ratios and to comply with financial and other covenants in order to do so. If our revenues and cash flow do not meet expectations, we may lose our ability to borrow money or to do so on terms we consider to be favorable. Conditions in the capital markets also will affect our ability to borrow, as well as the terms of those borrowings. All of these factors could also make it difficult or impossible for us otherwise to raise capital, particularly on terms we would consider favorable.

IF WE CANNOT SUCCESSFULLY INTEGRATE ACQUIRED SITES OR BUSINESSES OR MANAGE OUR OPERATIONS AS WE GROW, OUR BUSINESS WILL BE ADVERSELY AFFECTED AND OUR GROWTH MAY SLOW OR STOP.

A significant part of our growth strategy is the continued pursuit of strategic acquisitions of independent tower operators and consolidators, wireless service providers and service and satellite and fiber network access services businesses. We cannot assure you, however, that we will be able to integrate successfully acquired businesses and assets into our existing business. During 2000, we have consummated more than 60 transactions involving the acquisition of more than 4,600 communications sites and related businesses and several satellite and fiber network access services businesses and related businesses. Our growth has placed, and will continue to place, a significant strain on our management and operating and financial systems. Successful integration of these and any future acquisitions will depend primarily on our ability to manage these assets and combined operations and, with respect to the services and satellite and fiber network access services businesses, to integrate new management and employees into our existing operations.

IF OUR CHIEF EXECUTIVE OFFICER LEFT, WE WOULD BE ADVERSELY AFFECTED BECAUSE WE RELY ON HIS REPUTATION AND EXPERTISE, AND BECAUSE OF OUR RELATIVELY SMALL SENIOR MANAGEMENT TEAM.

The loss of our chief executive officer, Steven B. Dodge, has a greater likelihood of having a material adverse effect upon us than it would on most other companies of our size because of our comparatively smaller executive group and our reliance on Mr. Dodge's expertise. Our growth strategy is highly dependent on the efforts of Mr. Dodge. Our ability to raise capital also depends significantly on the reputation of Mr. Dodge. You should be aware that we have not entered into an employment agreement with Mr. Dodge. The tower industry is relatively new and does not have a large group of seasoned executives from which we could recruit a replacement for Mr. Dodge.

EXPANDING OPERATIONS INTO FOREIGN COUNTRIES COULD CREATE EXPROPRIATION, GOVERNMENTAL REGULATION, FUNDS INACCESSIBILITY, FOREIGN EXCHANGE EXPOSURE AND MANAGEMENT PROBLEMS.

Our recent expansion into Canada and Mexico, and other possible foreign operations in the future, could result in adverse financial consequences and operational problems not experienced in the United States. We have made a substantial loan to a Mexican company and are committed to construct a sizable number of towers in that country. We have also invested in a Canadian joint venture that intends to acquire and construct towers in that country. We may also engage in comparable transactions in other countries in the future. Among the risks of foreign operations are governmental expropriation and regulation, inability to repatriate earnings or other funds, currency fluctuations, difficulty in recruiting trained personnel, and language and cultural differences, all of which could adversely affect operations.

NEW TECHNOLOGIES COULD MAKE OUR TOWER ANTENNA LEASING SERVICES LESS DESIRABLE TO POTENTIAL TENANTS AND RESULT IN DECREASING REVENUES

The development and implementation of signal combining technologies, which permit one antenna to service two different transmission frequencies and, thereby, two customers, may reduce the need for tower-based broadcast transmission and hence demand for our antenna space.

Mobile satellite systems and other new technologies could compete with land-based wireless communications systems, thereby reducing the demand for tower lease space and other services we provide. The Federal Communication Commission has granted license applications for several low-earth orbiting satellite systems that are intended to provide mobile voice or data services. In addition, the emergence of new technologies could reduce the need for tower-based transmission and reception and have an adverse effect on our operations. The growth in delivery of video services by direct broadcast satellites could also adversely affect demand for our antenna space.

WE COULD HAVE LIABILITY UNDER ENVIRONMENTAL LAWS.

Under various federal, state and local environmental laws, we, as an owner, lessee or operator of more than 13,600 real estate sites, after giving effect to our pending transactions, may be liable for the substantial costs of remediating soil and groundwater contaminated by hazardous wastes. For a discussion of our risks relating to environmental matters, see "Environmental Matters" above.

OUR BUSINESS IS SUBJECT TO GOVERNMENT REGULATIONS AND CHANGES IN CURRENT OR FUTURE LAWS OR REGULATIONS COULD RESTRICT OUR ABILITY TO OPERATE OUR BUSINESS AS WE CURRENTLY DO.

We are subject to federal, state and local and foreign regulation of our business. Both the FCC and the FAA regulate towers used for wireless communications and radio and television antennae. In addition, the FCC separately regulates wireless communication devices operating on towers and licenses and regulates television and radio stations broadcasting from towers. Similar regulations exist in Mexico, Canada and other foreign countries regarding wireless communications and the operation of communications towers. Failure to comply with applicable requirements may lead to monetary penalties and may require us to indemnify our customers against any such failure to comply. New regulations may impose additional costly burdens on us, which may affect our revenues and cause delays in our growth.

On January 16, 2001, the FCC issued a Notice of Apparent Liability for Forfeiture against us for apparent violations of some FCC rules regarding the registration of communication towers and, in one instance, the lighting requirements for communication towers. This action involves a proposed fine of \$212,000. In addition, the FCC has ordered its Enforcement Division to conduct a further investigation of our administrative compliance. At this time we are unable to predict the outcome of the Notice of Apparent Liability for Forfeiture or any further investigation. For a more complete discussion of the regulatory risks affecting the various aspects of our business, and a recent FCC investigation of our towers, see "Regulatory Matters" above.

OUR COSTS COULD INCREASE AND OUR REVENUES COULD DECREASE DUE TO PERCEIVED HEALTH RISKS FROM RADIO EMISSIONS, ESPECIALLY IF THESE PERCEIVED RISKS ARE SUBSTANTIATED.

Public perception of possible health risks associated with cellular and other wireless communications media could slow the growth of wireless companies, which could in turn slow our growth. In particular, negative public perception of, and regulations regarding, these perceived health risks could slow the market acceptance of wireless communications services.

If a connection between radio emissions and possible negative health effects, including cancer, were established, our operations, costs and revenues would be materially and adversely affected. We do not maintain any significant insurance with respect to these matters.

CONTROL BY OUR PRINCIPAL STOCKHOLDERS COULD DETER MERGERS WHERE YOU COULD GET MORE THAN CURRENT MARKET PRICE FOR YOUR STOCK.

Steven B. Dodge, together with his affiliates, owned approximately 26.0% of our total voting power as of February 28, 2001. Control by Mr. Dodge and others may discourage a merger or other takeover of our company in which holders of common stock may be paid a premium for their shares over then-current market prices. Mr. Dodge, together with a limited number of our directors, may be able to control or block the vote on mergers and other matters submitted to the common stockholders.

## ITEM 2. PROPERTIES

Our corporate headquarters are at 116 Huntington Avenue, Boston, Massachusetts, where we occupy approximately 40,000 square feet of office space in a building that we own. A description of the principal properties of each of our business segments is as follows:

- . our rental and management segment leases an aggregate of approximately 82,000 square feet of office space in Atlanta, the Chicago metropolitan area, Houston, the San Francisco Bay area and Mexico City;
- . our network development services segment owns approximately 817,000 square feet and leases approximately 220,000 square feet of commercial property in several cities around the United States. These properties include an aggregate of approximately 476,000 square feet of space at five locations that we use in our component part business to manufacture and store inventory, and a 240,000 square foot steel fabrication facility;
- . The primary properties of our satellite and fiber network access services segment are the parcels of land on which the satellite dishes and related facilities of our 11 SNAPS are located. In the aggregate, our SNAPS occupy over 180 acres of land, including 164 acres that we own and 19 acres that we lease. All but one of these properties are located throughout the United States and range in size from two- to seventy-acre parcels. We also own one property in Switzerland.

Our interests in communications sites are comprised of a variety of fee and leasehold interests created by long-term lease agreements, private easements and easements, licenses or rights-of-way granted by government entities. In rural areas, a communications site typically consists of a three-to-five-acre tract, which supports towers, equipment shelters and guy wires to stabilize the structure. Less than 2,500 square feet are required for a monopole or self-supporting tower structure of the kind typically used in metropolitan areas. Land leases generally have 20 to 25-year terms, with three five-year renewals, or are for five-year terms with automatic renewals unless we otherwise specify.

Pursuant to our credit facilities, the lenders have liens on, among other things, all tenant leases, contracts relating to the management of towers for others, cash, accounts receivable, the stock and other equity interests of virtually all of our subsidiaries and all inter-company debt, inventory and other personal property, fixtures, including towers, intellectual property, as well as certain fee and leasehold interests, and the proceeds of the foregoing.



We believe that our owned and leased facilities are suitable and adequate to meet our anticipated needs.

#### ITEM 3. LEGAL PROCEEDINGS

We periodically become involved in various claims and lawsuits that are incidental to our business. We believe that no matters currently pending would, in the event of an adverse outcome, have a material impact on our consolidated financial position, results of operations or liquidity. For information regarding a recent FCC investigation of our towers, see "Business-Regulatory Matters-Towers".

#### ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

No matters were submitted to a vote of our security holders in the fourth quarter of 2000.

## PART II

### ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY AND RELATED STOCKHOLDER MATTERS

Our Class A common stock commenced trading on the New York Stock Exchange (NYSE) on June 5, 1998 (the day after we separated from American Radio). The following table presents reported high and low sale prices of our Class A common stock on the Composite Tape of the NYSE for the years 1999 and 2000.

1999	High	Low
-----	-----	-----
Quarter ended March 31.....	\$30.25	\$20.50
Quarter ended June 30.....	26.88	20.50
Quarter ended September 30.....	26.00	19.50
Quarter ended December 31.....	33.25	17.13
2000		
----		
Quarter ended March 31.....	\$55.50	\$28.56
Quarter ended June 30.....	50.44	36.31
Quarter ended September 30.....	47.63	27.63
Quarter ended December 31.....	42.44	28.75

On March 26, 2001, the closing price of our Class A common stock was \$20.25 as reported on the NYSE.

The outstanding shares of common stock and number of registered holders as of December 31, 2000 were as follows:

	Class		
	A	B	C
-----	-----	-----	-----
Outstanding shares.....	170,035,952	8,095,005	2,267,813
Registered holders.....	662	64	1

#### Dividends

We have never paid a dividend on any class of common stock. We anticipate that we will retain future earnings, if any, to fund the development and growth of our business. We do not anticipate paying cash dividends on shares of common stock in the foreseeable future. Our credit facilities and the indenture for our senior notes restrict the payment of cash dividends by us and our subsidiaries.

#### Recent Sales of Unregistered Securities

In connection with acquisitions completed in 2000, we issued shares of our Class A common stock in transactions exempt from the registration requirements of the Securities Act of 1933 for the number of shares indicated on the following dates: 523,113 shares on January 13, 2000; 766,666 shares on March 29, 2000; 1,115,151 shares and options to purchase 400,000 shares on June 7, 2000; 388,661 shares on October 2, 2000; 346,413 shares on October 26, 2000; 258,213 shares on November 15, 2000; and 1,124,475 shares on December 29, 2000. The security holders of the acquired companies were the purchasers in each of the foregoing instances.

On February 15, 2000, we completed a private placement of \$450.0 million of 5.0% convertible notes to certain qualified institutional buyers. The notes are convertible at any time on or before February 15, 2010 into shares of Class A common stock at a conversion price of \$51.50 per share. Upon conversion, we are obligated to deliver 19.4175 shares of Class A common stock for each \$1,000 principal amount of 5.0% notes.

During 2000, we also issued an aggregate of 3,576,145 shares of Class A common stock pursuant to the exercise of conversion rights of holders of our 6.25% convertible notes. We originally issued these notes as a

private placement to qualified institutional buyers in October 1999. The 6.25% notes are convertible at any time on or before October 15, 2009 at a conversion price of \$24.40 per share. Upon conversion, we are obligated to deliver 40.9836 shares of Class A common stock for each \$1,000 principal amount of 6.25% notes. During 2000, we also issued an aggregate of 2,148,035 shares of Class A common stock pursuant to the exercise of conversion rights of holders of our 2.25% convertible notes. We originally issued these notes as a private placement to qualified institutional buyers in October 1999. The 2.25% notes are convertible at any time on or before October 15, 2009 at a conversion price of \$24.00 per share. Upon conversion, we are obligated to deliver 29.3833 shares of Class A common stock for each \$1,000 principal amount of 2.25% notes. As an inducement for the foregoing note conversions, we issued an aggregate of 402,414 shares of Class A common stock to the holders of the notes in addition to the number of shares of Class A common stock that they were entitled to receive upon conversion.

We issued the securities referred to in the foregoing paragraphs in reliance on the exemption from registration provided by Section 4(2) of the Securities Act, or in the case of the conversions of convertible notes, Section 3(a)(9) of the Securities Act. As a basis for doing so, we relied, in part, on the following factors: (i) in each instance, we offered our securities to a limited number of offerees without any general solicitation, (ii) we obtained representations from the respective purchasers regarding their financial suitability and investment intent, (iii) with respect to the exemption under Section 3(a)(9), the converted securities were exchanged solely for Class A common stock and no commission or remuneration (other than shares of Class A common stock) was paid or given directly or indirectly for soliciting such exchange and (iv) we issued all of the foregoing securities with restrictive legends on the certificates to limit resales.

## ITEM 6. SELECTED FINANCIAL DATA

The financial data set forth below has been derived from our audited consolidated financial statements, certain of which are included in this Annual Report on Form 10-K. The data should be read in conjunction with our audited consolidated financial statements and with "Management's Discussion and Analysis of Financial Condition and Results of Operations." Prior to the ATC Separation on June 4, 1998, we operated as a subsidiary of American Radio Systems (American Radio) and not as an independent public company. Therefore, the results of operations and the financial conditions shown below for such periods may be different from what they might have been had we operated as a separate, independent public company.

We do not consider divisional cash flow and EBITDA as a substitute for other measures of operating results or cash flow from operating activities or as a measure of our profitability or liquidity. Divisional cash flow and EBITDA are not calculated in accordance with generally accepted accounting principles. However, we have included them because they are generally used in the communications site industry as a measure of a company's operating performance. More specifically, we believe they can assist in comparing company performances on a consistent basis without regard to depreciation and amortization. Our concern is that depreciation and amortization can vary significantly among companies depending on accounting methods, particularly where acquisitions are involved, or non-operating factors such as historical cost bases. We believe divisional cash flow is useful because it enables you to compare divisional performance before the effect of tower separation, development and corporate general and administrative expenses that do not relate directly to such performance.

	Year Ended December 31,				
	2000	1999	1998	1997	1996
(in thousands, except per share data)					
Statements of Operations					
Data:					
Operating revenues.....	\$ 735,275	\$258,081	\$103,544	\$17,508	\$ 2,897
Operating expenses:					
Operating expenses (1).....	524,074	155,857	61,751	8,713	1,362
Depreciation and amortization.....	283,360	132,539	52,064	6,326	990
Tower separation expense (2).....			12,772		
Development expense (3).....	14,517	1,607			
Corporate general and administrative expense.....	14,958	9,136	5,099	1,536	830
Total operating expenses.....	836,909	299,139	131,686	16,575	3,182
(Loss) income from operations.....	(101,634)	(41,058)	(28,142)	933	(285)
Interest expense.....	(156,839)	(27,492)	(23,229)	(3,040)	
Interest income and other, net.....	13,018	17,695	9,217	251	36
Interest income--TV Azteca, net (4).....	12,679	1,856			
Premium on note conversion (5).....	(16,968)				
Minority interest in net earnings of subsidiaries (6).....	(202)	(142)	(287)	(193)	(185)
Loss before income taxes and extraordinary losses.....	(249,946)	(49,141)	(42,441)	(2,049)	(434)
Benefit (provision) for income taxes.....	59,656	(214)	4,491	473	(45)
Loss before extraordinary losses.....	\$(190,290)	\$(49,355)	\$(37,950)	\$(1,576)	\$ (479)
Basic and diluted loss per common share before extraordinary losses (7)....	\$ (1.13)	\$ (0.33)	\$ (0.48)	\$ (0.03)	\$ (0.01)
Weighted average common shares outstanding (7).....	168,715	149,749	79,786	48,732	48,732
Other Operating Data:					
Divisional cash flow (8).....	\$ 223,880	\$102,224	\$ 41,793	\$ 8,795	\$ 1,535
EBITDA (9).....	194,405	91,481	36,694	7,259	705
EBITDA margin (9).....	26.4%	35.4%	35.4%	41.5%	24.3%

December 31,					
2000	1999	1998	1997	1996	
(in thousands)					

Balance Sheet Data:

Cash and cash equivalents.....	\$ 82,038	\$ 25,212	\$ 186,175	\$ 4,596	\$ 2,373
Property and equipment, net.....	2,296,670	1,092,346	449,476	117,618	19,710
Total assets.....	5,660,679	3,018,866	1,502,343	255,357	37,118
Long-term obligations, including current portion.....	2,468,223	740,822	281,129	90,176	4,535
Total stockholders' equity.....	2,877,030	2,145,083	1,091,746	153,208	29,728

- (1) Consists of operating expenses other than depreciation and amortization, and tower separation, development and corporate general and administrative expenses.
- (2) Tower separation expense refers to the one-time expense incurred as a result of our separation from American Radio.
- (3) Development expense includes uncapitalized acquisition costs, costs to integrate acquisitions, costs associated with new business initiatives, abandoned acquisition costs and costs associated with tower site inspections and related data gathering. Development expenses prior to 1999 were not material.
- (4) Interest income--TV Azteca, net of interest expense of \$1.0 million in 2000.
- (5) Premium on note conversion represents the fair value of incremental stock issued to noteholders to induce them to convert their holdings prior to the first scheduled redemption date.
- (6) Represents the minority interest in net earnings of our non-wholly-owned subsidiaries.
- (7) We computed basic and diluted loss per common share before extraordinary losses using the weighted average number of shares outstanding during each period presented. Shares outstanding following the separation from American Radio are assumed to be outstanding for all periods presented prior to June 4, 1998. We have excluded shares issuable upon exercise of options and other common stock equivalents from the computations as their effect is anti-dilutive.
- (8) Divisional cash flow means (loss) income from operations before depreciation and amortization, and tower separation, development and corporate general and administrative expenses, plus interest income--TV Azteca, net for the year ended December 31, 2000.
- (9) EBITDA means (loss) income from operations before depreciation and amortization and tower separation expense, plus interest income--TV Azteca, net for the year ended December 31, 2000. EBITDA margin, as used above, means EBITDA divided by operating revenues.

## ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

### General

In early 1995, Steven B. Dodge, the then chairman of the board, president and chief executive officer of American Radio, and other members of American Radio's management, recognized the opportunity in the communications site industry as a consequence of American Radio's ownership and operation of broadcast towers. Our company was formed to capitalize on this opportunity. American Radio distributed its stock in our company to its securityholders in connection with its merger with CBS in June 1998. As a result, our consolidated financial statements may not reflect our results of operations or financial position had we been an independent public company during the period prior to June 1998.

We are a leading wireless and broadcast communications infrastructure company operating in three business segments.

- . Rental and management. We operate the largest network of wireless communications towers in North America and are the largest independent operator of broadcast towers in North America, based on number of towers.
- . Network development services. We provide comprehensive network development services and components for wireless service providers and broadcasters.
- . Satellite and fiber network access services. Our Verestar subsidiary is a leading provider of integrated satellite and fiber network access services based upon the number of teleport antennae and facilities. We provide these services to telecommunications companies, ISPs, broadcasters and maritime customers, both domestic and international. We previously referred to our satellite and fiber network access services segment as "Internet, voice, data and video transmission" or "IVDV".

During the years ended December 31, 2000, 1999, and 1998, we acquired various communications sites, service businesses and satellite and fiber network access related businesses for aggregate purchase prices of approximately \$1.8 billion, \$1.2 billion and \$853.8 million, respectively. We expect that acquisitions consummated to date will have a material impact on future revenues, expenses and income from operations. In addition, certain historical financial information presented below and elsewhere in this document does not reflect the impact of our construction program to any significant extent because most of that activity is of a more recent origin and is expected to continue during 2001 and thereafter.

## Results of Operations

Years Ended December 31, 2000 and 1999

As of December 31, 2000, we owned or operated approximately 11,000 communications sites, as compared to approximately 5,100 communications sites as of December 31, 1999. The acquisitions and construction completed in 2000 and 1999 have significantly affected operations for the year ended December 31, 2000, as compared to the year ended December 31, 1999.

	Year Ended December 31, ----- 2000                      1999 ----- (in thousands)		Amount of Increase (Decrease)	Percent Increase (Decrease)
Revenues:				
Rental and management.....	\$ 278,153	\$ 135,303	\$142,850	106%
Network development services..	311,921	90,416	221,505	245
Satellite and fiber network access services.....	145,201	32,362	112,839	349
	-----	-----	-----	-----
Total operating revenues.....	735,275	258,081	477,194	185
	-----	-----	-----	-----
Operating Expenses:				
Rental and management.....	139,240	62,441	76,799	123
Network development services..	274,769	69,318	205,451	296
Satellite and fiber network access services.....	110,065	24,098	85,967	357
	-----	-----	-----	-----
Total operating expenses excluding depreciation and amortization, development and corporate general and administrative expenses.....	524,074	155,857	368,217	236
	-----	-----	-----	-----
Depreciation and amortization.....	283,360	132,539	150,821	114
Development expense.....	14,517	1,607	12,910	803
Corporate general and administrative expense.....	14,958	9,136	5,822	64
Interest expense.....	156,839	27,492	129,347	470
Interest income and other, net.....	13,018	17,695	(4,677)	(26)
Interest income--TV Azteca, net of interest expense of \$1,047 in 2000.....	12,679	1,856	10,823	583
Premium on note conversion....	16,968		16,968	N/A
Minority interest in net earnings of subsidiaries.....	202	142	60	42
Income tax benefit (provision).....	59,656	(214)	59,870	N/A
Extraordinary losses on extinguishment of debt, net..	4,338	1,372	2,966	216
	-----	-----	-----	-----
Net loss.....	\$ (194,628)	\$ (50,727)	\$143,901	284%
	=====	=====	=====	

### Rental and Management Revenue

Rental and management revenue for the year ended December 31, 2000 was \$278.2 million, an increase of \$142.9 million from the year ended December 31, 1999. The increase can be primarily attributed to two factors: the acquisition and construction of towers in 2000 and the latter part of 1999 and increased lease-ups (utilization) of new and existing towers. During 2000, we continued to implement our growth strategy by aggressively acquiring and building new towers. With the consummation of the AirTouch, AT&T and other transactions, we acquired more than 4,600 towers in 2000. This coupled with the construction of over 1,600 towers in 2000, increased the scope, depth and strength of our national and international tower footprint providing us with a much larger base of towers generating revenue in 2000 as compared to 1999.

In the long-term, we believe that our leasing revenues are likely to grow at a more rapid rate than revenues from other segments of our business because of increasing utilization of existing tower capacity, recent and pending acquisitions and build-to-suit and other construction activities.

Additionally, during 2000, we also focused on implementing an area management structure that enhances sales and marketing, enabling us to increase the utilization of both previously existing (prior to January 2000) and newly acquired/constructed towers. Increased utilization resulted in increases in revenue in 2000 for towers that were in our portfolio as of January 1, 2000.

#### Network Development Services Revenue

Network development services revenue for the year ended December 31, 2000 was \$311.9 million, an increase of \$221.5 million from revenue for the year ended December 31, 1999. The significant growth in revenues during 2000 resulted from strategic acquisitions and increased demand for installation work and component parts from major wireless carriers.

During 2000, we acquired several key services companies that added additional revenue and expanded our in-house services capabilities. Among the acquisitions were Galaxy Engineering Services, which enables us to perform an array of radio frequency engineering and network design services, such as drive testing, voice quality analysis and transport engineering and Kline Iron & Steel Co., a steel fabrication company with expertise in broadcast towers. In addition, increased demand for some of our network development services, such as equipment installation, maintenance and sales of component parts, also created additional revenue in 2000. Much of this increased demand was a result of aggressive network expansion programs initiated by major wireless communications carriers during the year. In contrast, our revenues from site acquisition and construction work for others, which are also part of our network development services segment, have declined, and we believe will continue to decline, as a percentage of our total revenues. This decline is attributable to the trend in the wireless communications industry to outsource tower infrastructure needs. This trend means we are increasingly applying our site acquisition and construction capabilities to our build-to-suit projects and for other construction for our own account.

#### Satellite and Fiber Network Access Services Revenue

Satellite and fiber network access services revenue for the year ended December 31, 2000 was \$145.2 million, an increase of \$112.8 million from revenue for the year ended December 31, 1999. The majority of the increase can be attributed to the consummation of several key acquisitions that occurred in 2000 and the fourth quarter of 1999 including: ICG Satellite Services, General Telecom, U.S. Electrodynamics, and Publicom. These acquisitions significantly increased our service capabilities, revenue base, and geographical scope of our customers as well as providing significant incremental revenues in 2000. We also experienced an increase in demand of the internet and data requirements of our internet service provider customers in 2000.

#### Rental and Management Expense

Rental and management expense for the year ended December 31, 2000 was \$139.2 million, an increase of \$76.8 million from the year ended December 31, 1999. A significant portion of the increase is attributable to incremental operating expenses incurred in 2000 for towers that were acquired or constructed during 2000 and the latter part of 1999 as discussed above. The remaining component of the increase is primarily related to additional expenses incurred by us in 2000 to implement our area management structure together with, to a lesser extent, increases in operating expenses on certain towers that existed in 1999.

#### Network Development Services Expense

Network development services expense for the year ended December 31, 2000 was \$274.8 million, an increase of \$205.5 million from the year ended December 31, 1999. The significant increase in expense is primarily due to the strategic acquisitions consummated in 2000 as discussed above. In addition, we incurred expenses in 2000 to transition a portion of our Specialty Constructors unit from tower construction work to equipment installation and other services. In part, this transition is related to an ongoing process to decentralize some of our tower construction capabilities and develop some of those capabilities at our regional and area



locations. Remaining increases in expense are directly related to a charge for a bad debt reserve of approximately \$7.0 million recorded in the fourth quarter and overall increases in the amount of services and component sales to customers.

#### Satellite and Fiber Network Access Services Expense

Satellite and fiber network access services expense for the year ended December 31, 2000 was \$110.1 million, an increase of \$86.0 million from the year ended December 31, 1999. Substantially all of the increase can be attributed to the strategic acquisitions discussed above, together with additional expenses related to integrating those acquisitions. Remaining increases are related to the building of infrastructure to help manage the growth of this segment and overall increases in volume.

#### Depreciation and Amortization

Depreciation and amortization for the year ended December 31, 2000 was \$283.4 million, an increase of \$150.8 million from the year ended December 31, 1999. A component of the increase is attributable to an increase in depreciation expense of \$74.8 million. This is a direct result of our purchase, construction and acquisition of approximately \$1.3 billion of property and equipment during 2000. The remaining component of the increase is an increase in amortization of \$76.0 million, resulting from our recording and amortizing approximately \$1.3 billion of goodwill and other intangible assets related to acquisitions consummated during 2000.

#### Development Expense

Development expense for the year ended December 31, 2000 was \$14.5 million, an increase of \$12.9 million from the year ended December 31, 1999. The majority of the increase represents costs related to tower site inspections, related data gathering and certain integration expenses related to acquisitions consummated in 2000. The remaining component of the increase, represents expenses incurred in connection with abandoned acquisitions and other acquisition related costs which are not capitalized in accordance with generally accepted accounting principles.

#### Corporate General and Administrative Expense

Corporate general and administrative expense for the year ended December 31, 2000 was \$15.0 million, an increase of \$5.8 million from the year ended December 31, 1999. The majority of the increase is a result of higher personnel, marketing, professional services and information technology costs associated with supporting our increasing number of towers, the growth of our other businesses, our expanding revenue base and our growth strategy.

#### Interest Expense

Interest expense for the year ended December 31, 2000 was \$156.8 million, an increase of \$129.3 million from the year ended December 31, 1999. This increase is primarily related to increased borrowings to finance acquisitions and construction. The net change, specifically, is attributable to increases in interest incurred on our outstanding debt obligations of \$131.7 million and deferred financing amortization of \$5.6 million. These interest increases were offset by an increase in capitalized interest related to construction projects of \$8.0 million.

#### Interest Income and Other, Net

Interest income and other, net for the year ended December 31, 2000 was \$13.0 million, a decrease of \$4.7 million from the year ended December 31, 1999. The decrease is primarily attributable to a decrease in interest earned on invested cash on hand of \$4.6 million as a consequence of such cash being used to finance acquisitions and construction.

#### Interest Income--TV Azteca, Net

Interest income--TV Azteca, net for the year ended December 31, 2000 was \$12.7 million, an increase of \$10.8 million for the year ended December 31, 1999. Amounts included within this caption at December 31, 2000 represent interest earned on our note receivable from TV Azteca of \$13.7 million offset by interest expense of \$1.0 million.

#### Premium on Note Conversion

During the year ended December 31, 2000, we acquired a portion of our 6.25% and 2.25% convertible notes in exchange for shares of our Class A common stock. As a consequence of those negotiated exchanges with certain of our noteholders, we recorded an expense related to the premium on note conversion of approximately \$17.0 million during the second quarter of 2000, which represents the fair value of incremental stock issued to noteholders to induce them to convert their holdings prior to the first scheduled redemption date.

#### Income Taxes

The income tax benefit for the year ended December 31, 2000 was \$59.7 million, an increase of \$59.9 million from the year ended December 31, 1999. The primary reason for the increase is a result of an increase in our loss before income taxes and extraordinary losses, partially offset by an increase in amortization of non-deductible intangible assets arising from stock acquisitions consummated in the years ended December 31, 2000 and 1999. The effective tax rate differs in both periods from the statutory rate due to the effect of non-deductible items, principally the amortization of goodwill on certain stock acquisitions and, for the year ended December 31, 2000, the non-deductible note conversion expense on which we have recorded no tax benefit.

In assessing the realizability of the deferred tax asset, we analyzed our forecast of future taxable income and concluded that, after recording a valuation allowance of \$6.0 million related to a portion of our state net operating loss carry-forwards, recoverability of the remaining net deferred tax asset is more likely than not. The realization of the deferred tax asset is not dependent upon significant changes in the current relationship between income reported for financial and tax purposes, or material asset sales or other transactions not in the ordinary course of business.

#### Extraordinary Losses on Extinguishment of Debt

We have incurred extraordinary losses on the extinguishment of debt in 2000 of \$4.3 million. The losses were incurred as a result of an amendment and restatement of our primary credit facilities (\$3.0 million, net of a tax benefit of \$2.0 million) and our early retirement of debt assumed in the UNISite, Inc. merger (\$1.3 million, net of a tax benefit of \$0.9 million).

Years Ended December 31, 1999 and 1998

As of December 31, 1999, we operated approximately 5,100 communications sites, as compared to approximately 2,300 communications sites as of December 31, 1998. The acquisitions consummated in 1999 and 1998 significantly affected operations for the year ended December 31, 1999 as compared to the year ended December 31, 1998.

	Year Ended December 31,		Amount of	Percent
	1999	1998	Increase (Decrease)	Increase (Decrease)
	(in thousands)			
Revenues:				
Rental and management.....	\$ 135,303	\$ 60,505	\$74,798	124%
Network development services...	90,416	23,315	67,101	288
Satellite and fiber network access services.....	32,362	19,724	12,638	64
Total operating revenues.....	258,081	103,544	154,537	149
Operating Expenses:				
Rental and management.....	62,441	29,455	32,986	112
Network development services...	69,318	19,479	49,839	256
Satellite and fiber network access services.....	24,098	12,817	11,281	88
Total operating expenses excluding depreciation and amortization, tower separation, development and corporate general and administrative expenses.....	155,857	61,751	94,106	152
Depreciation and amortization..	132,539	52,064	80,475	155
Tower separation expense.....		12,772	(12,772)	N/A
Development expense.....	1,607		1,607	N/A
Corporate general and administrative expense.....	9,136	5,099	4,037	79
Interest expense.....	27,492	23,229	4,263	18
Interest income and other, net.....	17,695	9,217	8,478	92
Interest income--TV Azteca.....	1,856		1,856	N/A
Minority interest in net earnings of subsidiaries.....	142	287	(145)	(51)
Income tax (provision) benefit.....	(214)	4,491	(4,705)	N/A
Extraordinary loss on extinguishment of debt, net...	1,372	1,382	(10)	(1)
Extraordinary loss on redemption of preferred stock, net.....		7,510	(7,510)	N/A
Net loss.....	\$(50,727)	\$(46,842)	\$ 3,885	8%

#### Rental and Management Revenue

Rental and management revenue for the year ended December 31, 1999 was \$135.3 million, an increase of \$74.8 million from the year ended December 31, 1998. The majority of the increase, \$56.4 million, is attributable to revenue generated from acquisitions consummated and/or towers constructed subsequent to December 31, 1998. The remaining factor contributing to the additional revenue is an increase in comparable tower revenue of \$18.4 million during 1999 for towers that existed during 1998.

#### Network Development Services Revenue

Network development services revenue for the year ended December 31, 1999 was \$90.4 million, an increase of \$67.1 million from the year ended December 31, 1998. The primary reason for the increase is due to the \$66.7 million of revenue earned after the merger with OmniAmerica, Inc. The remaining component of the increase is attributable to revenue generated from our existing services business of approximately \$0.4 million.

## Satellite and Fiber Network Access Services Revenue

Satellite and fiber network access services revenue for the year ended December 31, 1999 was \$32.4 million, an increase of \$12.6 million from the year ended December 31, 1998. The primary reason for the increase is the approximately \$9.9 million of revenue earned during 1999 as a result of acquisitions consummated in 1999. The remaining component of the increase, \$2.7 million, is an increase in revenue from the satellite and fiber network access services business that existed at December 31, 1998.

## Rental and Management, Network Development Services and Satellite and Fiber Network Access Services Expenses

Rental and management, network development services and satellite and fiber network access services expenses for the year ended December 31, 1999 were \$62.4 million, \$69.3 million and \$24.1 million, respectively, an increase of \$33.0 million, \$49.8 million and \$11.3 million, respectively, from the year ended December 31, 1998. The primary reasons for the increase in these expenses are essentially the same as those discussed above under each respective revenue segment.

## Depreciation and Amortization

Depreciation and amortization for the year ended December 31, 1999 was \$132.5 million, an increase of \$80.5 million from the year ended December 31, 1998. A component of the increase is attributable to an increase in depreciation expense of \$30.5 million resulting from our purchase, construction and/or acquisition of approximately \$693.4 million of property and equipment during 1999. The remaining component of the increase is an increase in amortization expense of \$50.0 million, resulting from our amortization of approximately \$751.7 million of goodwill and other intangible assets related to acquisitions consummated during 1999.

## Tower Separation Expense

We completed our separation from American Radio in 1998. No additional expenses related to the separation were incurred in 1999, nor are any expected to occur in the future. See note 1 of the consolidated financial statements for a description of tower separation expense.

## Corporate General and Administrative Expense

Corporate general and administrative expense for the year ended December 31, 1999 was \$9.1 million, an increase of \$4.0 million from the year ended December 31, 1998. The majority of this increase resulted from higher personnel and marketing costs associated with our growing revenue base and market position. The remaining component of the increase is the overall increases in other administrative expenses incurred in supporting our growth.

## Development Expense

Development expense for the year ended December 31, 1999 was \$1.6 million. These expenses include abandoned acquisition costs, costs to integrate acquisitions and costs associated with new business initiatives.

## Interest Expense

Interest expense for the year ended December 31, 1999 was \$27.5 million, an increase of \$4.3 million from the year ended December 31, 1998. The increase is primarily attributable to an increase of interest on our outstanding debt obligations (\$9.4 million) and amortization of deferred financing costs (\$0.7 million). These interest increases were offset by a decrease of \$3.1 million in interest incurred during 1998 on our outstanding redeemable preferred stock (which was redeemed in July 1998), as well as an increase in interest capitalized during the year ended December 31, 1999.

#### Interest Income and Other, Net

Interest income and other, net for the year ended December 31, 1999 was \$17.7 million, an increase of \$8.5 million from the year ended December 31, 1998. The increase is primarily related to an increase in interest earned on invested cash on hand (\$4.9 million), interest earned on notes receivable (\$1.4 million) and interest earned on security/escrow deposits (\$2.2 million).

#### Interest Income--TV Azteca

Interest income--TV Azteca for the year ended December 31, 1999 was \$1.9 million. Amounts included within this caption represent interest earned on our notes receivable from TV Azteca.

#### Income Taxes

The income tax provision for the year ended December 31, 1999 was \$0.2 million, a decrease of \$4.7 million from the income tax benefit recorded for the year ended December 31, 1998. The decrease in the tax benefit is due to an increase in nondeductible permanent items (principally goodwill amortization). The increase in nondeductible permanent items occurred as a result of the consummation of several mergers and acquisitions in 1999.

As of December 31, 1999, we had a net deferred tax asset of \$116.0 million. In assessing the realizability of the deferred tax asset, we analyzed our forecast of future taxable income and concluded that recoverability of the net deferred tax asset is more likely than not. The realization of the deferred tax asset is not dependent upon significant changes in the current relationship between income reported for financial and tax purposes, or material asset sales or other transactions not in the ordinary course of business.

#### Extraordinary Losses

We incurred an extraordinary loss on the extinguishment of debt in 1999 of \$1.4 million due to the early repayment of one of our term loans. We recorded an extraordinary loss of \$1.4 million in 1998 due to the refinancing of our then existing credit facility. We also recorded an extraordinary loss of \$7.5 million in 1998 due to the redemption of our interim preferred stock.

#### Liquidity and Capital Resources

Our liquidity needs arise from our acquisition-related activities, debt service, working capital and capital expenditures associated principally with our construction program. As of December 31, 2000, we had approximately \$82.0 million in cash and cash equivalents, working capital of approximately \$173.4 million, and had approximately \$300.0 million of available borrowings under our credit facilities.

Historically, we have met our operational liquidity needs primarily with internally generated funds and have financed our acquisitions and our construction program, including related working capital needs, with a combination of capital funds from sales of our equity and debt securities and bank borrowings. We expect that this trend will continue in 2001.

Our 2001 capital budget provides for expenditures of approximately \$600.0 million, which includes towers to be built under existing build-to-suit agreements. In addition, based on the transactions executed to date, we expect to close on pending transactions of approximately \$800.0 million in 2001. Lastly, we believe that debt service requirements will be significant in 2001. We believe our current cash and cash equivalents (which include proceeds from our equity and senior note offerings in 2001) and existing borrowing capacity under our credit facilities will be sufficient to meet these above cash requirements. If we were to effect more than one or possibly two major new acquisitions in the next twelve months, we would likely require additional funds from external sources.

For the year ended December 31, 2000, cash flows used for operating activities were \$25.0 million, as compared to cash flows provided by operating activities of \$97.0 million for the year ended December 31, 1999. The primary reasons for the decrease are increased interest payments, the paydown of current liabilities assumed through acquisitions and an increase in current assets.

For the year ended December 31, 2000, cash flows used for investing activities were \$2.0 billion, as compared to \$1.1 billion for the year ended December 31, 1999. The increase in 2000 is primarily due to a net increase in cash expended for mergers and acquisitions, coupled with an increase in property and equipment expenditures.

For the year ended December 31, 2000, cash flows provided by financing activities were \$2.1 billion, as compared to \$879.7 million for the year ended December 31, 1999. The increase is primarily related to increased net borrowings under our credit facilities, offset by a decrease in proceeds from the issuance of debt and equity securities.

As of December 31, 2000, we had outstanding the indebtedness as described below (under "Credit Facilities" and "Equity Offerings and Note Placements"). In addition, as of December 31, 2000, we had outstanding \$212.7 million principal amount of our 6.25% convertible notes due October 15, 2009 and \$258.2 million principal amount of our 2.25% convertible notes due October 15, 2009, and other debt of approximately \$197.3 million. See note 6 to our consolidated financial statements. We may need to raise cash from external sources to meet our debt service obligations and to pay the principal amounts of our indebtedness when due.

**Credit Facilities.** Our credit facilities provide us with a borrowing capacity of up to \$2.0 billion, with the option to increase the capacity up to an additional \$500.0 million, subject to lender approval. Borrowings under the credit facilities are subject to certain borrowing base restrictions, such as operating cash flow and construction cost levels. Our credit facilities currently include a \$650.0 million revolving credit facility which was fully available (subject to the borrowing base restrictions) on December 31, 2000, maturing on June 30, 2007, an \$850.0 million multi-draw Term Loan A, which was fully drawn on December 31, 2000, maturing on June 30, 2007, and a \$500.0 million Term Loan B, which was fully drawn on December 31, 2000, maturing on December 31, 2007. The credit facilities are scheduled to amortize quarterly commencing in March, 2003.

Our credit facilities contain certain financial and operational covenants and other restrictions with which the borrower subsidiaries and the restricted subsidiaries must comply, whether or not there are any borrowings outstanding. We and the restricted subsidiaries have guaranteed all of the loans. We have secured the loans by liens on substantially all assets of the borrower subsidiaries and the restricted subsidiaries and substantially all outstanding capital stock and other debt and equity interests of all of our direct and indirect subsidiaries.

Under our credit facilities, we are also required to maintain an interest reserve for our convertible notes and our senior notes. These funds can only be used to make scheduled interest payments on our outstanding convertible notes and senior notes. As of December 31, 2000 we had approximately \$46.0 million of restricted cash related to such interest reserve.

**ATC Mexico Loan Agreement.** In February 2001, our Mexican subsidiary, American Tower Corporation de Mexico, S. de R.L. de C.V., which we refer to as ATC Mexico, and two of its subsidiaries consummated a loan agreement with a group of banks providing a credit facility of an initial aggregate amount of \$95.0 million. If additional lenders are made party to the agreement, the size of the facility may increase to \$140.0 million. We have committed to ATC Mexico to loan up to \$45.0 million if additional lenders are not made party to the agreement. Our commitment will be reduced on a dollar-for-dollar basis if additional lenders join the ATC Mexico loan agreement. This credit facility requires maintenance of various financial covenants and ratios and is guaranteed and collateralized by substantially all of the assets of ATC Mexico and the assets of its subsidiaries. All amounts borrowed under this loan agreement are due on September 30, 2003. The lenders' commitment to make loans under the loan agreement expires on March 31, 2002. As of March 2001, an aggregate of \$95.0 million was outstanding under this loan agreement.

Equity Offerings and Note Placements. During 2000, we consummated a public offering of 12.5 million shares of our Class A common stock for total net proceeds of approximately \$513.9 million. In addition, we consummated a private placement of \$450.0 million of 5.0% convertible notes, issued at 100% of their face amount. The convertible notes mature in February 2010 and require interest payments semi-annually. We used the proceeds from these two transactions to reduce borrowings under our credit facilities, to finance acquisitions and tower construction and for general working capital purposes.

In January 2001, we completed a public offering of 10.0 million shares of our Class A common stock for total net proceeds of approximately \$360.8 million. We also completed a private placement of \$1.0 billion of 9 3/8% senior notes that mature in February 2009 for total net proceeds of \$969.0 million. These notes require interest payments semi-annually and contain certain financial and operational covenants and other restrictions similar to those in our credit facilities. We expect to use the proceeds from these two transactions to finance the construction of towers, fund pending and future acquisitions and for general corporate purposes.

ATC Separation. We continue to be obligated under the ATC Separation agreement for certain tax liabilities to CBS and American Radio. As of December 31, 2000, no material matters covered under this indemnification have been brought to our attention.

Acquisitions and Construction. We expect that the consummated acquisitions and current and future construction activities will have a material impact on liquidity. We believe that the acquisitions, once integrated, will have a favorable impact on liquidity and will offset the initial effects of the funding requirements. We also believe that the construction activities may initially have an adverse effect on our future liquidity as newly constructed towers will initially decrease overall liquidity. However, as such sites become fully operational and achieve higher utilization, we expect that they will generate tower cash flow and, in the long-term, increase liquidity. As of December 31, 2000, we were a party to various agreements relating to acquisitions of assets or businesses from various third parties and were involved in the construction of numerous towers, pursuant to build-to-suit agreements and for other purposes.

Economic conditions. A significant general slow down in the economy in 2001 or beyond could reduce consumer demand for wireless services, thereby causing providers to delay implementation of new systems and technologies, and has harmed, and may continue to harm, the financial condition of some wireless service providers, as referred to elsewhere herein.

#### Recent Accounting Pronouncements

On January 1, 2001, we adopted the provisions of SFAS No. 133 "Accounting for Derivative Instruments and Hedging Activities." This statement establishes accounting and reporting standards for derivative instruments. Specifically, it requires that an entity recognize all derivatives as either assets or liabilities on the balance sheet at fair value. The accounting for changes in the fair value of a derivative (that is unrealized gains or losses) will be recorded as a component of an entity's net income or other comprehensive income, depending upon designation (as defined in the statement). As a result of adopting SFAS No. 133, we expect to record a pre-tax non-cash loss from a cumulative effect of change in accounting principle of approximately \$12.0 million to \$14.0 million in the first quarter of 2001.

During 2000, the Securities and Exchange Commission (SEC) issued Staff Accounting Bulletin (SAB) No. 101, "Revenue Recognition," which provides the SEC staff's views in applying generally accepted accounting principles to revenue recognition. SAB No. 101 was effective for the Company on October 1, 2000. The adoption of SAB No. 101 was not material to our consolidated financial statements.

In March 2000, the Financial Accounting Standards Board issued Interpretation No. 44 (FIN 44), "Accounting for Certain Transactions Involving Stock Compensation", an interpretation of APB No. 25. FIN 44 was effective July 1, 2000. The adoption of FIN 44 was not material to our consolidated financial statements.

Information Presented Pursuant to the Indenture for Our 9 3/8% Senior Notes

The following table sets forth information that is presented solely to address certain reporting requirements contained in the indenture for our 9 3/8% senior notes issued in January 2001. This information presents certain financial data for us on a consolidated basis and on a restricted group basis, which means only for American Tower and its subsidiaries that comprise the restricted group under the indenture governing those senior notes. All of our subsidiaries are part of this restricted group, except Verestar and its subsidiaries, whose operations constitute all of our satellite and fiber network access services business segment. This restricted group data is not intended to represent an alternative measure of operating results, financial position or cash flow from operations, as determined in accordance with generally accepted accounting principles.

	Consolidated		Restricted Group(1)	
	Year Ended December 31,		Year Ended December 31,	
	2000	1999	2000	1999
	(in thousands)			
Statement of Operations Data:				
Operating revenues.....	\$ 735,275	\$ 258,081	\$ 590,074	\$225,719
Operating expenses:				
Operating expenses(2).....	524,074	155,857	414,009	131,759
Depreciation and amortization.....	283,360	132,539	256,286	125,275
Development expense(3).....	14,517	1,607	14,433	1,406
Corporate general and administrative expense.....	14,958	9,136	14,958	9,136
Total operating expenses..	836,909	299,139	699,686	267,576
Loss from operations.....	(101,634)	(41,058)	(109,612)	(41,857)
Interest expense.....	(156,839)	(27,492)	(155,006)	(27,487)
Interest income and other, net.....	13,018	17,695	12,661	17,632
Interest income--TV Azteca, net(4).....	12,679	1,856	12,679	1,856
Premium on note conversion(5).....	(16,968)		(16,968)	
Minority interest in net earnings of subsidiaries(6).....	(202)	(142)	(202)	(142)
Loss before income taxes and extraordinary losses.....	\$ (249,946)	\$ (49,141)	\$(256,448)	\$(49,998)

	December 31, 2000	
	Consolidated	Restricted Group
Balance Sheet Data:		
Cash and cash equivalents.....	\$ 82,038	\$ 66,547
Property and equipment, net.....	2,296,670	2,013,270
Total assets.....	5,660,679	5,019,766
Long-term obligations, including current portion.....	2,468,223	2,355,911
Net debt(7).....	2,386,185	2,289,364
Total stockholders' equity.....	2,877,030	2,877,030

- (1) Corporate overhead allocable to Verestar and interest expense related to intercompany borrowings to Verestar (unrestricted subsidiary) have not been excluded from results shown for the restricted group.
- (2) Consists of operating expenses other than depreciation and amortization, and development and corporate general and administrative expenses.
- (3) Development expense includes uncapitalized acquisition costs, costs to integrate acquisitions, costs associated with new business initiatives, abandoned acquisition costs and costs associated with tower site inspections and related data gathering.
- (4) Interest income--TV Azteca, net of interest expense of \$1.0 million in 2000.
- (5) Premium on note conversion represents the fair value of incremental stock issued to noteholders to induce them to convert their holdings prior to the first scheduled redemption date.
- (6) Represents the minority interest in net earnings of our non-wholly-owned subsidiaries.
- (7) Net debt represents long-term obligations, including current portion, less cash and cash equivalents.





Tower Cash Flow, Adjusted Consolidated Cash Flow and Non-Tower Cash Flow for the Company and its restricted subsidiaries, as defined in the indenture for our 9 3/8% senior notes, are as follows:

Tower Cash Flow, for the three months ended December 31, 2000.....	\$47,164
	=====
Consolidated Cash Flow, for the twelve months ended December 31, 2000.....	\$173,786
Less: Tower Cash Flow, for the twelve months ended December 31, 2000.....	(151,592)
Plus: four times Tower Cash Flow, for the three months ended December 31, 2000.....	188,656
	-----
Adjusted Consolidated Cash Flow, for the twelve months ended December 31, 2000.....	\$210,850
	=====
Non-Tower Cash Flow, for the twelve months ended December 31, 2000.....	\$7,761
	=====

## ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

As of and for the years ended December 31, 2000 and 1999, we were exposed to market risk from changes in interest rates on long-term debt obligations. We attempted to reduce those risks by utilizing derivative financial instruments, namely interest rate caps, swaps, collars and swaptions. All derivative financial instruments are for purposes other than trading.

During 2000, we increased our borrowings under our credit facilities by approximately \$1.26 billion. In addition, we completed a private placement of \$450.0 million of 5.0% convertible notes issued at 100% of their face amount. We also entered into several interest rate cap, swap, collar and swaption agreements to reduce our risk with respect to the variable rate debt under our credit facilities. Lastly, during 2000 we had interest rate caps with a total notional amount of \$66.9 million expire.

The following tables provide information as of December 31, 2000 and 1999 about our market risk exposure associated with changing interest rates. For long-term debt obligations, the tables present principal cash flows by maturity date and average interest rates related to outstanding obligations. For interest rate caps, swaps, collars and swaptions, the tables present notional principal amounts and weighted-average interest rates by contractual maturity dates.

As of December 31, 2000

Principal Payments and Interest Rate Detail by Contractual Maturity Dates (In thousands)

Long-Term Debt	2001	2002	2003	2004	2005	Thereafter	Total	Fair Value
Fixed Rate Debt(a).....	\$495	\$591	\$641	\$696	\$37,107	\$936,582	\$976,112	\$1,243,860
Average Interest Rate(a).....	5.79%	5.79%	5.80%	5.80%	5.71%	5.71%		
Variable Rate Debt (a)...			\$56,000	\$192,000	\$243,000	\$859,000	\$1,350,000	\$1,350,000
Average Interest Rate (a).....								

Aggregate Notional Amounts Associated with Interest Rate Caps, Swaps, Collars and Swaptions in Place

As of December 31, 2000 and Interest Rate Detail by Contractual Maturity Dates (In thousands)

Interest Rate CAPS	2001	2002	2003	2004	2005	Thereafter	Total	Fair Value
Notional Amount.....	\$364,980	\$364,980(c)						
Cap Rate.....	9.00%	9.00%						
Interest Rate SWAPS								
Notional Amount.....	\$395,000	\$395,000(d)	\$365,000(e)					\$ (7,680)
Weighted-Average Fixed Rate Payable (b).....	6.69%	6.69%	6.67%					
Interest Rate COLLARS								
Notional Amount.....	\$465,000	\$465,000(f)	\$185,000(g)					\$ (6,107)
Weighted-Average Below Floor Rate Payable, Above Cap Rate Receivable (b).....	6.35%, 8.90%	6.35%, 8.90%	6.46%, 9.00%					
Interest Rate SWAPTIONS								
Notional Amount.....	\$290,000(h)							\$ 1,707
Weighted-Average Swaption Rate(b).....	6.56%							

As of December 31, 1999

Principal Payments and Interest Rate Detail by Contractual Maturity Dates (In thousands)

Long-Term Debt	2000	2001	2002	2003	2004	Thereafter	Total	Fair Value
Fixed Rate Debt(a).....	\$270	\$319	\$347	\$378	\$411	\$639,034	\$640,759	\$640,759
Average Interest Rate(a).....	6.38%	6.38%	6.37%	6.37%	6.37%	6.37%		
Variable Rate Debt(a)...		\$6,750	\$11,250	\$13,500	\$18,000	\$40,500	\$90,000	\$90,000
Average Interest Rate								

Rate(a).....

Aggregate Notional Amounts Associated with Interest Rate Caps in Place As of  
December 31, 1999  
and Interest Rate Detail by Contractual Maturity Dates (In thousands)

Interest Rate CAPS	2000	2001	2002	2003	2004	Thereafter	Total	Fair Value
- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -	- - - - -
Notional Amount.....	\$66,860(i)							
Weighted-Average Cap Rate(b).....	8.82%							

- - - - -  
(a) December 31, 2000 variable rate debt consists of our credit facilities (\$1.35 billion) and fixed rate debt consists of the 2.25% and 6.25% convertible notes (\$470.9 million), the 5.0% convertible notes (\$450.0 million) and mortgage payables (\$55.2 million). Interest on the credit facilities is payable in accordance with the applicable London Interbank Offering Rate (LIBOR) agreement or quarterly and accrues at the Company's option either at LIBOR plus margin (as defined) or the Base Rate plus margin (as defined). The average interest rate in effect at December 31, 2000 for the credit facilities was 9.65%. For the year ended December 31, 2000, the weighted average interest rate under the credit facilities was 9.56%. The 2.25% and 6.25% convertible notes each bear interest (after giving effect to the accretion of the original discount on the 2.25% convertible notes) at 6.25%, which is payable semiannually on April 15 and October 15 of each year beginning April 15, 2000. The 5.0% convertible notes bear interest at 5.0% which is payable semiannually on February 15 and August 15 of each year. The mortgage payables bear interest at rates ranging from 7.93% to 8.42% and are payable on a monthly basis.

December 31, 1999 variable rate debt consists of our credit facilities existing at December 31, 1999 (\$90.0 million) and fixed rate debt consists of the 2.25% and 6.25% convertible notes (\$602.3 million) and a mortgage payable (\$38.5 million). The interest rate in effect at December 31, 1999 for the then existing credit facilities was 9.25%. For the year ended December 31, 1999, the weighted average interest rate under the credit facilities was 7.94%. The mortgage payable bears interest at 8.42% and is payable on a monthly basis.

- (b) Represents the weighted-average fixed rate or range of interest based on contract notional amount as a percentage of total notional amounts in a given year.
- (c) Includes notional amounts of \$364,980 that will expire in February 2002.
- (d) Includes notional amounts of \$30,000 that will expire in March 2002.
- (e) Includes notional amounts of \$75,000 and \$290,000 that will expire in January and February 2003, respectively.
- (f) Includes notional amounts of \$185,000 and \$95,000 that will expire in May and July 2002, respectively.
- (g) Includes notional amounts of \$185,000 that will expire in May 2003.
- (h) Includes notional amounts of \$290,000 that will expire in August 2001.
- (i) Includes notional amounts of \$21,500, \$23,750 and \$21,610 that expired in January, April and July 2000, respectively.

We maintain a portion of our cash and cash equivalents in short-term financial instruments which are subject to interest rate risks. Due to the relatively short duration of such instruments, we believe fluctuations in interest rates with respect to such investments will not materially affect our financial condition or results of operations.

Our foreign operations have not been significant to date. Accordingly, foreign currency risk has not been material for the years ended December 31, 2000 and 1999.

#### ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

See Item 14(a).

#### ITEM 9. CHANGES IN AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE

Not applicable.

# PART III

## ITEM 10. DIRECTORS AND EXECUTIVE OFFICERS OF THE REGISTRANT

Our executive officers, and their respective ages and positions as of February 29, 2001 are set forth below:

Name ----	Age ---	Position -----
Steven B. Dodge.....	55	Chairman of the Board, President and Chief Executive Officer
Justin D. Benincasa.....	39	Senior Vice President and Corporate Controller
Norman A. Bikales.....	65	Executive Vice President--Special Counsel
Alan L. Box.....	49	Executive Vice President and Director
James S. Eisenstein.....	42	Executive Vice President--Corporate Development
David W. Garrison.....	45	Director, Chairman and Chief Executive Officer of Verestar, Inc.
J. Michael Gearon, Jr. ....	36	Executive Vice President, Director and President of American Tower International
Steven J. Moskowitz.....	37	Executive Vice President--Marketing and Vice President and General Manager Northeast Region
Bradley E. Singer.....	34	Executive Vice President--Strategy and Vice President and General Manager, Southeast Region
Douglas C. Wiest.....	48	Chief Operating Officer
Joseph L. Winn.....	49	Chief Financial Officer and Treasurer

Steven B. Dodge has served as our Chairman of the Board, President and Chief Executive Officer since our separation from American Radio in June 1998 (the "ATC Separation"). Mr. Dodge was the Chairman of the Board of Directors, President and Chief Executive Officer of American Radio from its founding in November 1993 until the ATC Separation. In 1988, Mr. Dodge founded Atlantic Radio, one of the predecessor entities of American Radio. Mr. Dodge currently serves on the boards of Citizens Financial Group, Inc., Nextel Partners, Inc., Sothebys Holdings, Inc. and TD Waterhouse Group, Inc.

Justin D. Benincasa is Senior Vice President and Corporate Controller. Mr. Benincasa was a Vice President and Corporate Controller of American Radio from its founding in 1993 until the ATC Separation.

Norman A. Bikales is Executive Vice President--Special Counsel. Mr. Bikales joined us in February 2000. Previously, he was a senior partner at the Boston law firm of Sullivan & Worcester LLP acting as our outside legal counsel.

Alan L. Box has served as an Executive Vice President since March 1998 and has been a director since our organization. Mr. Box served as Chief Operating Officer from June 1997 to March 1998, at which time he assumed his present role as the Executive Vice President responsible for our satellite and fiber network access services business. Mr. Box also was an Executive Vice President and a director of American Radio from April 1997 when EZ Communications ("EZ"), merged into American Radio, until the ATC Separation. Prior to April 1997, Mr. Box had been the Chief Executive Officer of EZ, a company he joined in 1974.

James S. Eisenstein is Executive Vice President--Corporate Development. Mr. Eisenstein has overall responsibility for seeking out acquisition and development opportunities. Mr. Eisenstein helped form our company in the summer of 1995. From 1990 to 1995, he was Chief Operating Officer for Amaturro Group Ltd., a broadcast company operating 11 radio stations and four broadcasting towers, several of which were purchased by American Radio. Mr. Eisenstein is a director of U.S. Wireless, Inc.

David W. Garrison is Chairman and Chief Executive Officer of Verestar, one of our wholly owned subsidiaries, and a director. From February 1995 to July 1998, Mr. Garrison served as Chairman, Chief Executive Officer, President and Chief Operating Officer of NETCOM OnLine Communications Services, Inc., a pioneer independent provider of internet services in four countries. Prior to that, Mr. Garrison was President of Skytel

Communications, Inc., a leading provider of wireless mobile data services, and Chairman and Chief Executive Officer of Dial Page, Inc., a regional paging carrier based in the Southeast United States, which became part of Nextel Communications, Inc. ("Nextel"). Mr. Garrison is currently a director of Ameritrade Holding Corporation.

J. Michael Gearon, Jr. is Executive Vice President and the President of American Tower International, and has been a director since our acquisition of Gearon Communications in January 1998. In addition, he has served as an Executive Vice President since January 1998. Prior to joining us, Mr. Gearon had been the founder and Chief Executive Officer of Gearon Communications since September 1991, which he developed into one of the fastest growing private companies in the United States.

Steven J. Moskowitz is Executive Vice President--Marketing and Vice President and General Manager of our Northeast Region. Mr. Moskowitz joined us in January 1998, initially as a Vice President and General Manager of our Northeast Region, and assumed his current position in March 1999. From 1989 until 1998, Mr. Moskowitz served as a Vice President of The Katz Media Group, the largest broadcast media representation firm in the United States.

Bradley E. Singer is Executive Vice President--Strategy and Vice President and General Manager, Southeast Region. Mr. Singer joined us in September 2000 as Executive Vice President--Strategy, and was appointed Vice President and General Manager of the Southeast region in November 2000. Prior to joining us, Mr. Singer was an investment banker with Goldman, Sachs & Co. focusing on the telecommunications industry.

Douglas C. Wiest is our Chief Operating Officer. Mr. Wiest joined us in February 1998, initially as the Chief Operating Officer of Gearon Communications, and assumed his current position in March 1998. Prior to joining us, Mr. Wiest had been Regional Vice President of Engineering and Operations for Nextel's Southern Region since 1993.

Joseph L. Winn is our Chief Financial Officer and Treasurer. Mr. Winn was Treasurer, Chief Financial Officer and a director of American Radio from its founding in 1993 until the ATC Separation.

The information under "Election of Directors" and "Section 16(a) Beneficial Ownership Reporting Compliance" from the Definitive Proxy Statement is hereby incorporated by reference herein.

#### ITEM 11. EXECUTIVE COMPENSATION

The information under "Compensation and Other Information Concerning Directors and Officers" from the Definitive Proxy Statement is hereby incorporated by reference.

#### ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The information under "Securities Ownership of Certain Beneficial Owners and Management" from the Definitive Proxy Statement is hereby incorporated by reference herein.

#### ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS

The information under "Certain Relationships and Related Transactions" from the Definitive Proxy Statement is hereby incorporated by reference herein.

PART IV

ITEM 14. EXHIBITS, FINANCIAL STATEMENT SCHEDULES, AND REPORTS ON FORM 8- K

(a) Financial Statements and Schedules. See index to Financial Statements, which appears on page F-1 hereof.

(b) Reports on Form 8-K.

Form 8-K (Items 5, 7 and 9) filed on December 20, 2000.

Form 8-K (Items 2 and 7) filed on December 15, 2000.

Form 8-K (Item 7) filed on November 13, 2000.

Form 8-K (Item 7) filed on October 30, 2000.

(c) Exhibits. The exhibits listed on the Exhibit Index hereof are filed herewith in response to this Item.



# SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, this Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized on the 26th day of March 2001.

American Tower Corporation  
(Registrant)

/s/ Steven B. Dodge  
By: \_\_\_\_\_  
Steven B. Dodge  
Chief Executive Officer,  
President and Chairman

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been duly signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated.

Signature -----	Title -----	Date ----
/s/ Steven B. Dodge _____ Steven B. Dodge	Chief Executive Officer, President and Chairman (Principal Executive Officer)	March 26, 2001
/s/ Joseph L. Winn _____ Joseph L. Winn	Chief Financial Officer and Treasurer (Principal Financial Officer)	March 26, 2001
/s/ Justin D. Benincasa _____ Justin D. Benincasa	Senior Vice President and Corporate Controller (Principal Accounting Officer)	March 26, 2001
/s/ Alan L. Box _____ Alan L. Box	Director	March 26, 2001
/s/ Arnold L. Chavkin _____ Arnold L. Chavkin	Director	March 26, 2001
/s/ David W. Garrison _____ David W. Garrison	Director	March 26, 2001
/s/ J. Michael Gearon, Jr. _____ J. Michael Gearon, Jr.	Director	March 26, 2001
/s/ Fred R. Lummis _____ Fred R. Lummis	Director	March 26, 2001

Signature  
-----

Title  
-----

Date  
----

/s/ Thomas H. Stoner

Director

March 26, 2001

---

Thomas H. Stoner

/s/ Maggie Wilderotter

Director

March 26, 2001

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Maggie Wilderotter

AMERICAN TOWER  
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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors of  
American Tower Corporation:

We have audited the accompanying consolidated balance sheets of American Tower Corporation and subsidiaries (the "Company") as of December 31, 2000 and 1999, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the three years in the period ended December 31, 2000. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2000 and 1999, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2000 in conformity with accounting principles generally accepted in the United States of America.

/s/ Deloitte & Touche LLP

Boston, Massachusetts

February 27, 2001 (March 26, 2001 as to the first full paragraph in note 6)

## AMERICAN TOWER CORPORATION AND SUBSIDIARIES

## CONSOLIDATED BALANCE SHEETS

December 31, 2000 and 1999  
(In thousands, except share data)

	2000	1999
	-----	-----
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents.....	\$ 82,038	\$ 25,212
Restricted cash.....	46,036	
Accounts receivable, net.....	194,011	58,482
Prepaid and other current assets.....	42,377	19,570
Inventories.....	47,872	11,262
Costs and earnings in excess of billings on uncompleted contracts and unbilled receivables.....	43,652	13,363
Deferred income taxes.....	15,166	1,718
	-----	-----
Total current assets.....	471,152	129,607
	-----	-----
PROPERTY AND EQUIPMENT, net.....	2,296,670	1,092,346
GOODWILL AND OTHER INTANGIBLE ASSETS, net.....	2,505,681	1,403,897
NOTES RECEIVABLE.....	123,945	118,802
DEPOSITS AND OTHER LONG-TERM ASSETS.....	73,298	144,368
INVESTMENTS.....	49,538	15,594
DEFERRED INCOME TAXES.....	140,395	114,252
	-----	-----
TOTAL.....	\$5,660,679	\$3,018,866
	=====	=====
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term obligations.....	\$ 11,178	\$ 4,736
Accounts payable.....	74,046	25,564
Accrued expenses.....	87,291	32,732
Accrued tower construction costs.....	45,315	37,671
Accrued interest.....	31,708	6,769
Billings in excess of costs and earnings on uncompleted contracts and unearned revenue.....	48,248	17,515
	-----	-----
Total current liabilities.....	297,786	124,987
	-----	-----
LONG-TERM OBLIGATIONS.....	2,457,045	736,086
OTHER LONG-TERM LIABILITIES.....	12,472	4,057
	-----	-----
Total liabilities.....	2,767,303	865,130
	-----	-----
COMMITMENTS AND CONTINGENCIES (Notes 7 and 14)		
MINORITY INTEREST IN SUBSIDIARIES.....	16,346	8,653
	-----	-----
STOCKHOLDERS' EQUITY:		
Preferred Stock; \$0.01 par value; 20,000,000 shares authorized; no shares issued or outstanding.....		
Class A Common Stock; \$0.01 par value; 500,000,000 shares authorized; 170,180,549 and 144,965,623 shares issued, 170,035,952 and 144,889,220 shares outstanding, respectively.....	1,701	1,450
Class B Common Stock; \$0.01 par value; 50,000,000 shares authorized; 8,095,005 shares and 8,387,910 shares issued and outstanding, respectively.....	81	84
Class C Common Stock; \$0.01 par value; 10,000,000 shares authorized; 2,267,813 shares and 2,422,804 shares issued and outstanding, respectively.....	23	24
Additional paid-in capital.....	3,174,622	2,245,482
Accumulated deficit.....	(295,057)	(100,429)
Less: treasury stock (144,597 and 76,403 shares at cost).....	(4,340)	(1,528)
	-----	-----
Total stockholders' equity.....	2,877,030	2,145,083
	-----	-----
TOTAL.....	\$5,660,679	\$3,018,866
	=====	=====

See notes to consolidated financial statements.

## AMERICAN TOWER CORPORATION AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF OPERATIONS

Years Ended December 31, 2000, 1999, and 1998  
(In thousands, except per share data)

	2000	1999	1998
	-----	-----	-----
REVENUES:			
Rental and management.....	\$ 278,153	\$135,303	\$ 60,505
Network development services.....	311,921	90,416	23,315
Satellite and fiber network access services....	145,201	32,362	19,724
	-----	-----	-----
Total operating revenues.....	735,275	258,081	103,544
	-----	-----	-----
OPERATING EXPENSES:			
Operating expenses excluding depreciation and amortization, tower separation, development and corporate general and administrative expenses:			
Rental and management.....	139,240	62,441	29,455
Network development services.....	274,769	69,318	19,479
Satellite and fiber network access services....	110,065	24,098	12,817
Depreciation and amortization.....	283,360	132,539	52,064
Tower separation expense.....			12,772
Development expense.....	14,517	1,607	
Corporate general and administrative expense...	14,958	9,136	5,099
	-----	-----	-----
Total operating expenses.....	836,909	299,139	131,686
	-----	-----	-----
LOSS FROM OPERATIONS.....	(101,634)	(41,058)	(28,142)
	-----	-----	-----
OTHER INCOME (EXPENSE):			
Interest expense.....	(156,839)	(27,492)	(23,229)
Interest income and other, net.....	13,018	17,695	9,217
Interest income--TV Azteca, net of interest expense of \$1,047 in 2000 .....	12,679	1,856	
Premium on note conversion.....	(16,968)		
Minority interest in net earnings of subsidiaries.....	(202)	(142)	(287)
	-----	-----	-----
TOTAL OTHER EXPENSE.....	(148,312)	(8,083)	(14,299)
	-----	-----	-----
LOSS BEFORE INCOME TAXES AND EXTRAORDINARY LOSSES.....	(249,946)	(49,141)	(42,441)
BENEFIT (PROVISION) FOR INCOME TAXES.....	59,656	(214)	4,491
	-----	-----	-----
LOSS BEFORE EXTRAORDINARY LOSSES.....	(190,290)	(49,355)	(37,950)
EXTRAORDINARY LOSSES ON EXTINGUISHMENT OF DEBT, NET OF INCOME TAX BENEFIT OF \$2,892 IN 2000, \$914 IN 1999 AND \$921 IN 1998.....	(4,338)	(1,372)	(1,382)
EXTRAORDINARY LOSS ON REDEMPTION OF INTERIM PREFERRED STOCK, NET OF INCOME TAX BENEFIT OF \$5,000.....			(7,510)
	-----	-----	-----
NET LOSS.....	\$(194,628)	\$(50,727)	\$(46,842)
	=====	=====	=====
BASIC AND DILUTED LOSS PER COMMON SHARE AMOUNTS:			
Loss before extraordinary losses.....	\$ (1.13)	\$ (0.33)	\$ (0.48)
Extraordinary losses.....	(0.02)	(0.01)	(0.11)
	-----	-----	-----
Net loss.....	\$ (1.15)	\$ (0.34)	\$ (0.59)
	=====	=====	=====
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING.....	168,715	149,749	79,786
	=====	=====	=====

See notes to consolidated financial statements.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES  
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY  
Years Ended December 31, 2000, 1999 and 1998  
(In thousands, except share data)

	Common Stock		Common Stock		Common Stock		Treasury Stock		Notes Receivable	Additional Paid-in Capital
	Class A		Class B		Class C					
	Issued Shares	Amount	Issued Shares	Amount	Issued Shares	Amount	Shares	Amount		
BALANCE, JANUARY 1, 1998.....	29,667,883	\$ 297	4,670,626	\$ 47	1,295,518	\$ 13				\$ 155,711
Contributions from ARS:										
Cash.....										56,918
Non-cash.....										6,489
Transfers to ARS:										
Cash.....										(51,858)
Issuance of common stock under stock purchase agreement, net of issuance costs of \$630...	1,350,050	14	4,649,950	46	2,000,000	20			\$(49,375)	79,290
Issuance of common stock and options- mergers.....	35,546,600	354								373,742
Reduction of common stock redemption obligation.....	383,750	4								9,740
Exercise of options.....	899,504	9	203,709	2						2,727
Repayment stock purchase agreement notes.....									49,375	
ATC Separation tax liability...										(61,715)
ATC Separation working capital adjustment.....										(50,000)
ATC Separation share conversion.....	111,761	1	(347,159)	(3)						2
Issuance of common stock-- July offering, net of issuance costs of \$29,806.....	27,861,987	279								624,672
Share class exchanges.....	469,576	5	(176,066)	(2)	(293,510)	(3)				
Accretion of redeemable stock.....										(1,555)
Tax liability from conversion of CBS securities.....										(5,021)
Tax benefit of stock options...										1,223
Net loss.....										
BALANCE, DECEMBER 31, 1998.....	96,291,111	\$ 963	9,001,060	\$ 90	3,002,008	\$ 30			\$	\$ 1,140,365
Cash contributions from ARS.....										507
Adjustment to ATC separation tax liability...										12,003
Transfers/payments to ARS/CBS.....										(1,070)
Issuance of common stock and options- mergers.....	20,691,428	207								446,035
Wauka escrow release-- treasury stock..							(76,403)	\$(1,528)		

Issuance of common stock February offerings, net of issuance costs of \$24,501.....	26,200,000	262							630,889
Expiration of redeemable common stock....	336,250	3							9,937
Issuance of options-- acquisition.....									1,794
Exercise of options.....	254,480	3							3,573
Share class exchanges.....	1,192,354	12	(613,150)	(6)	(579,204)	(6)			
Tax benefit of stock options...									1,449
Net loss.....									
BALANCE, DECEMBER 31, 1999.....	144,965,623	\$ 1,450	8,387,910	\$ 84	2,422,804	\$ 24	(76,403)	\$(1,528)	\$ 2,245,482

6.25% and 2.25% convertible notes exchanged for common stock.....	6,126,594	61							153,306
Issuance of common stock-- June offering...	12,500,000	125							513,780
Issuance of common stock, options and warrants-- mergers.....	4,522,692	45							227,462
Issuance of common stock-- Employee Stock Purchase Plan...	33,794								865
Exercise of options.....	1,418,560	14	165,390	2					23,461
Share class exchanges.....	613,286	6	(458,295)	(5)	(154,991)	(1)			
Treasury stock..							(68,194)	(2,812)	
Tax benefit of stock options...									10,266
Net loss.....									
BALANCE, DECEMBER 31, 2000.....	170,180,549	\$ 1,701	8,095,005	\$ 81	2,267,813	\$ 23	(144,597)	\$(4,340)	\$ 3,174,622

Accumulated Deficit	Total
---------------------	-------

BALANCE, JANUARY 1, 1998.....	\$ (2,860)	\$ 153,208
Contributions from ARS:		
Cash.....		56,918
Non-cash.....		6,489
Transfers to ARS:		
Cash.....		(51,858)
Issuance of common stock under stock purchase agreement, net of issuance costs of \$630...		29,995
Issuance of common stock and options-- mergers.....		374,096
Reduction of common stock redemption obligation.....		9,744
Exercise of options.....		2,738
Repayment stock purchase agreement notes.....		49,375
ATC Separation tax liability...		(61,715)
ATC Separation		



working capital adjustment.....	(50,000)	
ATC Separation share conversion.....		
Issuance of common stock-- July offering, net of issuance costs of \$29,806.....		624,951
Share class exchanges.....		
Accretion of redeemable stock.....	(1,555)	
Tax liability from conversion of CBS securities.....	(5,021)	
Tax benefit of stock options...		1,223
Net loss.....	(46,842)	(46,842)

BALANCE, DECEMBER 31, 1998.....	\$ (49,702)	\$ 1,091,746
---------------------------------------	-------------	--------------

Cash contributions from ARS.....		507
Adjustment to ATC separation tax liability...		12,003
Transfers/payments to ARS/CBS.....	(1,070)	
Issuance of common stock and options- mergers.....		446,242
Wauka escrow release-- treasury stock..	(1,528)	
Issuance of common stock February offerings, net of issuance costs of \$24,501.....		631,151
Expiration of redeemable common stock...		9,940
Issuance of options-- acquisition.....		1,794
Exercise of options.....		3,576
Share class exchanges.....		
Tax benefit of stock options...		1,449
Net loss.....	(50,727)	(50,727)

BALANCE, DECEMBER 31, 1999.....	\$(100,429)	\$ 2,145,083
---------------------------------------	-------------	--------------

6.25% and 2.25% convertible notes exchanged for common stock.....		153,367
Issuance of common stock-- June offering...		513,905
Issuance of common stock, options and warrants-- mergers.....		227,507
Issuance of common stock-- Employee Stock Purchase Plan...		865
Exercise of options.....		23,477
Share class exchanges.....		
Treasury stock..	(2,812)	
Tax benefit of stock options...		10,266
Net loss.....	(194,628)	(194,628)

BALANCE,	-----	
DECEMBER 31,		
2000.....	\$(295,057)	\$ 2,877,030
	=====	=====

See notes to consolidated financial statements.

## AMERICAN TOWER CORPORATION AND SUBSIDIARIES

## CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended December 31, 2000, 1999 and 1998  
(In thousands)

	2000	1999	1998
	-----	-----	-----
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>			
Net loss.....	\$ (194,628)	\$ (50,727)	\$ (46,842)
Adjustments to reconcile net loss to cash provided by operating activities:			
Depreciation and amortization.....	283,360	132,539	52,064
Minority interest in net earnings of subsidiaries.....	202	142	287
Premium on note conversion.....	16,968		
Amortization of deferred financing costs.....	6,945	1,466	1,629
Provision for losses on accounts receivable.....	16,423	2,639	1,136
Extraordinary losses, net.....	4,338	1,372	8,892
Amortization of debt discount.....	8,712	2,642	261
Dividends on preferred stock.....			3,117
Deferred income taxes.....	(60,876)	(1,140)	(4,491)
Changes in assets and liabilities, net of acquisitions:			
Accounts receivable.....	(108,159)	(17,368)	(11,042)
Costs and earnings in excess of billings on uncompleted contracts and unbilled receivables.....	(26,153)	(5,919)	(1,185)
Prepaid and other current assets.....	(23,990)	(5,503)	(1,553)
Inventories.....	(18,643)	(6,210)	
Accounts payable, accrued expenses and accrued construction costs.....	31,281	31,516	13,577
Accrued interest.....	24,631	5,436	(47)
Billings in excess of costs and earnings on uncompleted contracts and unearned revenue.....	9,135	3,981	1,311
Other long-term liabilities.....	5,413	2,145	1,315
	-----	-----	-----
Cash (used for) provided by operating activities.....	(25,041)	97,011	18,429
	-----	-----	-----
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>			
Payments for purchase of property and equipment and construction activities...	(548,991)	(294,242)	(126,455)
Payments for acquisitions, (net of cash acquired).....	(1,368,024)	(588,384)	(208,717)
Advances of notes receivable.....	(76,116)	(119,282)	(12,140)
Proceeds from notes receivable.....	2,749	1,587	2,001
Deposits, investments and other long-term assets.....	(20,298)	(137,379)	(5,066)
	-----	-----	-----
Cash used for investing activities.....	(2,010,680)	(1,137,700)	(350,377)
	-----	-----	-----
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>			
Borrowings under notes payable and credit facilities.....	1,777,000	224,779	205,500
Repayments of notes payable and credit facilities.....	(584,155)	(512,856)	(156,667)
Proceeds from issuance of debt securities.....	450,000	600,063	
Net proceeds from equity offerings and stock options.....	535,435	634,727	707,059
Restricted cash.....	(46,036)		
Cash payments from (to) CBS.....	5,735	(48,752)	(221,665)
Net proceeds from preferred stock.....			300,000
Redemption of preferred stock.....			(303,117)
Contributions from ARS.....		507	5,060
Distributions to minority interest.....	(667)	(396)	(393)
Deferred financing costs.....	(44,765)	(18,346)	(22,250)
	-----	-----	-----
Cash provided by financing activities.....	2,092,547	879,726	513,527
	-----	-----	-----
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS.....</b>	<b>56,826</b>	<b>(160,963)</b>	<b>181,579</b>
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR.....</b>	<b>25,212</b>	<b>186,175</b>	<b>4,596</b>
	-----	-----	-----
<b>CASH AND CASH EQUIVALENTS, END OF YEAR....</b>	<b>\$ 82,038</b>	<b>\$ 25,212</b>	<b>\$ 186,175</b>
	=====	=====	=====

See notes to consolidated financial statements.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Business and Corporate Structure--American Tower Corporation and subsidiaries (collectively, ATC or the Company), is an independent owner, operator and developer of broadcast and wireless communications sites in North America and Mexico. The Company's primary businesses are the leasing of antenna space to a diverse range of wireless communications and broadcast industries, providing network development services and components to wireless service providers and broadcasters and providing satellite and fiber network access services to telecommunication companies, internet service providers, broadcasters and maritime customers worldwide. The Company was a wholly-owned subsidiary of American Radio Systems Corporation (ARS, American Radio or the Former Parent) until consummation of the spin-off of the Company from American Radio on June 4, 1998 (the ATC Separation).

ATC Separation--On June 4, 1998, the merger of American Radio and a subsidiary of CBS Corporation (CBS) was consummated. As a result of the merger, all of the outstanding shares of the Company's common stock owned by American Radio were distributed to American Radio common stockholders, and the Company ceased to be a subsidiary of, or to be otherwise affiliated with, American Radio. Furthermore, from that day forward the Company began operating as an independent publicly traded company.

As part of the ATC Separation, the Company was required to reimburse CBS for certain tax liabilities incurred by American Radio as a result of the transaction. Upon completion of the final American Radio tax filings, a calculation of the total tax payments due to CBS was performed and approved by both the Company and CBS. The Company continues to be obligated to indemnify CBS and American Radio for certain tax matters affecting American Radio prior to the ATC Separation. As of December 31, 2000, no material matters covered under this indemnification have been brought to the Company's attention.

Principles of Consolidation and Basis of Presentation--The accompanying consolidated financial statements include the accounts of the Company and its subsidiaries. All significant intercompany accounts and transactions have been eliminated. Investments in those entities where the Company owns less than twenty percent of the voting stock of the individual entity and does not exercise significant influence over operating and financial policies of the entity are accounted for using the cost method. Investments in entities where the Company owns less than twenty percent but has the ability to exercise significant influence over operating and financial policies of the entity or where the Company owns more than twenty percent of the voting stock of the individual entity, but not in excess of fifty percent, are accounted for using the equity method. The Company consolidates those entities in which it owns greater than fifty percent of the entity's voting stock.

For the period from January 1, 1998 to June 4, 1998, the Company effectively operated as a stand-alone entity, with its own corporate staff and headquarters, and received minimal assistance from personnel of American Radio. Accordingly, the accompanying consolidated financial statements for the period discussed above do not include any corporate general and administrative cost allocations from American Radio. The consolidated financial statements may not reflect the results of operations or financial position of the Company had it been an independent public company during the periods presented prior to June 4, 1998.

Use of Estimates--The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates, and such differences could be material to the accompanying consolidated financial statements.

Revenue Recognition--Rental and management revenues are recognized on a monthly basis under lease or management agreements when earned. Escalation clauses, excluding those tied to the Consumer Price Index (CPI), and other incentives present in lease agreements with the Company's customers are recognized on a straight-line basis over the term of the lease. Amounts billed or received prior to being earned are deferred until such time as the earnings process is complete.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

Network development service revenues are derived under service contracts or arrangements with customers that provide for billings on a time and materials, cost plus profit or fixed price basis. Revenues are recognized as services are performed with respect to the time and materials and cost plus profit contracts. Revenues are recognized using the percentage-of-completion method for fixed price contracts. Under the percentage-of-completion methodology, revenues are recognized in accordance with the percentage of contract costs incurred to date compared to estimated total contract costs. Costs and earnings in excess of billings on uncompleted contracts represent revenues recognized in excess of amounts billed. Billings in excess of costs and earnings on uncompleted contracts represent billings in excess of revenues recognized. Changes to total estimated contract costs or losses, if any, are recognized in the period in which they are determined.

Revenue from the sale of component parts is reflected within network development service revenue in the accompanying consolidated statements of operations. Revenue from the sale of these components is recognized when products are shipped. Provisions are recorded for estimated sales returns and allowances at the time of shipment.

Satellite and fiber network access service revenues are recognized as such services are provided. Amounts billed or received prior to services being performed are deferred until such time as the earnings process is complete.

Development Expense--Development expense consists of uncapitalized acquisition costs, costs to integrate acquisitions, costs associated with new business initiatives, abandoned acquisition costs and costs associated with tower site inspections and related data gathering. Such costs are expensed as incurred.

Tower Separation Expense--Tower separation expense consists of one-time costs incurred in connection with the separation of the Company from its former parent. Specifically, it includes legal, accounting, financial advisory and consent solicitation fees. Such costs were expensed as incurred.

Corporate General and Administrative Expense--Corporate general and administrative expense consists of corporate overhead costs not specifically allocable to any of the Company's individual business segments.

Premium on Note Conversion--Premium on note conversion represents the fair value of incremental stock issued to induce convertible noteholders to convert their holdings prior to the first scheduled redemption date. Such amounts were expensed as incurred in accordance with Statement of Financial Accounting Standard (SFAS) No. 84 "Induced Conversions of Convertible Debt."

Concentrations of Credit Risk--Financial instruments that potentially subject the Company to concentrations of credit risk are primarily cash and cash equivalents, restricted cash, notes receivable and trade receivables. The Company mitigates its risk with respect to cash and cash equivalents and restricted cash by maintaining its deposits at high quality credit financial institutions and monitoring the credit ratings of those institutions.

The Company mitigates its concentrations of credit risk with respect to notes and trade receivables by actively monitoring the creditworthiness of its borrowers and customers. Accounts receivable are reported net of allowances for doubtful accounts of \$19,809,000, \$3,386,000 and \$1,230,000 as of December 31, 2000, 1999 and 1998, respectively. Amounts charged against the allowance for doubtful accounts for the years ended December 31, 2000, 1999 and 1998 approximated \$3,112,000, \$721,000 and \$206,000, respectively. Bad debt recoveries have not been significant in the three year period ended December 31, 2000.

Discount on Convertible Notes--The Company amortizes the discount on its convertible notes using the effective interest method over the term of the obligation. Such amortization is recorded as interest expense in the accompanying consolidated statements of operations.

Derivative Financial Instruments--During the years ended December 31, 2000, 1999 and 1998, the Company used derivative financial instruments as a means of hedging cash flow exposure related to variable interest rates on its credit facilities. The Company's derivative instruments generally consist of interest rate swaps, interest rate collars and interest rate cap agreements. These instruments are matched with variable rate debt, and

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

payments thereon are recorded on a settlement basis as an adjustment to interest expense. Premiums paid to purchase interest rate cap agreements are amortized as an adjustment to interest expense over the life of the contract. The Company does not hold derivative financial instruments for trading purposes. See "Recent Accounting Pronouncements" below.

Foreign Currency Translation--The Company's foreign subsidiary in Mexico has designated the U.S. dollar as its functional currency. Monetary peso-based assets and liabilities related to the Company's Mexican operations are translated from the local currency into U.S. dollars at the approximate rate of currency exchange at the end of the applicable fiscal period. Non monetary peso-based assets and liabilities are translated at historical exchange rates. Revenues and expenses, if peso-based, are translated at average monthly exchange rates. All translation gains and losses are included in the Company's consolidated statement of operations within the caption interest income and other, net. Such amounts were not material for the years ended December 31, 2000 and 1999. There were no international operations during the year ended December 31, 1998.

Cash, Cash Equivalents--Cash and cash equivalents include cash on hand, demand deposits and short-term investments with remaining maturities (when purchased) of three months or less.

Restricted Cash--Represents amounts required to be held in escrow under the Company's Amended Credit Facilities to pay interest on its convertible note obligations.

Inventories--Inventories, which consist primarily of finished goods and raw material component parts, are stated at the lower of cost or market, with cost being determined on the first-in, first-out (FIFO) basis. The components of inventories as of December 31, 2000 and 1999 are as follows (in thousands):

	2000	1999
	-----	-----
Finished goods.....	\$25,947	\$ 10,100
Raw materials.....	20,887	859
Work in process.....	1,038	303
	-----	-----
Total	\$47,872	\$ 11,262
	=====	=====

Property and Equipment--Property and equipment are recorded at cost or at estimated fair value (in the case of acquired properties). Cost for self-constructed towers includes direct materials and labor, indirect costs associated with construction and capitalized interest. Approximately \$11,365,000, \$3,379,000 and \$1,403,000 of interest was capitalized for the years ended December 31, 2000, 1999 and 1998, respectively.

Depreciation is provided using the straight-line method over the assets' estimated useful lives. Property and equipment acquired through capitalized leases are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset. Asset useful lives are as follows:

Equipment.....	3-15 years
Towers.....	15 years
Buildings and land improvements.....	15-32 years

Goodwill and Other Intangible Assets--The consolidated financial statements reflect the preliminary allocation of purchase prices for certain transactions consummated in fiscal 2000, as certain appraisals for these acquisitions have not been finalized. Goodwill represents the excess of purchase price over the estimated fair value of net assets acquired. The Company amortizes goodwill over an estimated useful life of fifteen years. Other intangible assets primarily represent acquired customer base, workforce, network locations, licenses, non-competition agreements and certain deferred financing costs. The Company amortizes these other intangible assets over periods ranging from two to fifteen years. (See note 4).

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

**Income Taxes**--The consolidated financial statements reflect provisions for federal, state, local and foreign income taxes. However, the tax costs of repatriating foreign subsidiary business earnings to the Company's domestic subsidiaries have not been reflected in the tax provision, as the Company intends to permanently reinvest the profits of its foreign subsidiaries within those entities.

The Company recognizes deferred tax assets and liabilities for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax bases, as well as operating loss and tax credit carryforwards. The Company measures deferred tax assets and liabilities using enacted tax rates expected to apply to taxable income in the years in which those temporary differences and carryforwards are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. The Company provides valuation allowances if, based on the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized. (See note 9).

**Loss Per Common Share**--Basic and diluted income or loss per common share has been computed by dividing the Company's net loss by the weighted average number of common shares outstanding during the period. Diluted per share amounts are computed by adjusting the weighted average number of common shares for dilutive potential common shares during the period, if any. In computing diluted per share amounts, the Company uses the treasury stock method, whereby unexercised options and warrants are assumed to be exercised at the beginning of the period or at issuance, (if later). The assumed proceeds are then used to purchase common shares at the average market price during the period. For the years ended December 31, 2000, 1999 and 1998, dilutive potential common shares, including options, warrants and shares issuable upon conversion of the Company's convertible notes, have been excluded from the computation of diluted loss per common share, as the effect is anti-dilutive. Had these dilutive potential common shares been included in the computation, shares for the diluted computation would have increased by approximately 39.8 million, 11.5 million and 3.9 million for the years ended December 31, 2000, 1999 and 1998, respectively.

For purposes of calculating earnings per share for the year ended December 31, 1998, shares outstanding upon consummation of the ATC Separation are assumed to be outstanding for the entire period prior to June 4, 1998.

**Impairment of Long-Lived Assets**--The Company reviews long-term assets, including identifiable intangibles, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. The Company assesses recoverability by determining whether the net book value of the related assets will be recovered through projected undiscounted future cash flows. The Company records any related impairment losses in the period in which it identifies such impairment.

**Stock-Based Compensation**--The Company accounts for equity grants and awards to employees, officers and directors using the intrinsic value method prescribed by Accounting Principles Board Opinion (APB) No. 25 "Accounting For Stock Issued To Employees," and related interpretations. In addition, the Company also provides the required disclosures under SFAS No. 123, "Accounting For Stock Based Compensation," as if the fair-value based method (defined in SFAS No. 123) had been applied. (See note 10).

**Fair Value of Financial Instruments**--As of December 31, 2000 the carrying amount of the Company's 5.0% convertible notes and the 2.25% and 6.25% convertible notes was approximately \$450.0 million and \$470.9 million, respectively and the fair value of such notes was \$408.4 million and \$780.2 million, respectively, based on quoted market prices. See note 6 for fair value of derivative instruments.

The carrying values of all other financial instruments reasonably approximate the related fair values as of December 31, 2000.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

Retirement Plan--The Company has a 401(k) plan covering substantially all employees who meet certain age and employment requirements. Under the plan, the Company matched 35% in 2000 and 30% in 1999 of participants' contributions up to a maximum 5% of a participant's compensation. Prior to the ATC Separation, employees of the Company participated in a similar plan sponsored by ARS. The Company contributed approximately \$1,875,000, \$461,000, and \$207,700 to the plans for the years ended December 31, 2000, 1999 and 1998, respectively.

Recent Accounting Pronouncements--On January 1, 2001, the Company adopted the provisions of SFAS No. 133 "Accounting for Derivative Instruments and Hedging Activities." This statement establishes accounting and reporting standards for derivative instruments. Specifically, it requires that an entity recognize all derivatives as either assets or liabilities on the balance sheet at fair value. The accounting for changes in the fair value of a derivative (that is unrealized gains or losses) will be recorded as a component of an entity's net income or other comprehensive income, depending upon designation (as defined in the statement). As a result of adopting SFAS No. 133, the Company expects to record a pre-tax non-cash loss from a cumulative effect of change in accounting principle of approximately \$12.0 million to \$14.0 million in the first quarter of 2001.

During 2000, the Securities and Exchange Commission (SEC) issued Staff Accounting Bulletin (SAB) No. 101, "Revenue Recognition," which provides the SEC staff's views in applying generally accepted accounting principles to revenue recognition. SAB No. 101 was effective for the Company on October 1, 2000. The adoption of SAB No. 101 was not material to the Company's consolidated financial statements.

In March 2000, the Financial Accounting Standards Board issued Interpretation No. 44 (FIN 44), "Accounting for Certain Transactions Involving Stock Compensation", an interpretation of APB No. 25. FIN 44 was effective July 1, 2000. The adoption of FIN 44 was not material to the Company's consolidated financial statements.

Comprehensive Loss--The Company had no other component of comprehensive loss, and accordingly, net loss is equal to comprehensive loss for each of the years in the three year period ended December 31, 2000.

Reclassifications--Certain reclassifications have been made to the 1999 and 1998 financial statements to conform with the 2000 presentation.

2. COSTS AND EARNINGS IN EXCESS OF BILLINGS ON UNCOMPLETED CONTRACTS AND UNBILLED RECEIVABLES

The Company derives a portion of its network development services revenue from customer contracts that provide for billing only after certain milestones within contracts have been achieved. As the Company recognizes revenue on these contracts using the percentage-of-completion and cost plus profit and time and materials methodologies, such contracts give rise to revenue which has been earned, but, as of a certain point in time, remains unbilled. Such amounts (along with unbilled rental revenue) are included in costs and earnings in excess of billings on uncompleted contracts and unbilled receivables in the accompanying consolidated balance sheets.

The Company also enters into contracts within its network development services segment that provide for progress billings as the Company fulfills its obligation under the related contracts. These contracts may give rise to billings that are in excess of amounts actually earned as of a certain point in time. The excess of amounts billed over the amount earned on these contracts is reflected (along with customer rent received in advance) in billings in excess of costs and earnings on uncompleted contracts and unearned revenue in the accompanying consolidated balance sheets.



AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

The following are the components of costs and earnings in excess of billings on uncompleted contracts and unbilled receivables and billings in excess of costs and earnings on uncompleted contracts and unearned revenue as of December 31, (in thousands):

	2000	1999
	-----	-----
Costs incurred on uncompleted contracts.....	\$ 165,982	\$ 20,783
Estimated earnings.....	67,222	13,228
Unbilled receivables.....	10,113	3,664
Less billings to date.....	(247,913)	(41,827)
	-----	-----
	\$ (4,596)	\$ (4,152)
	=====	=====
Included in the accompanying consolidated balance sheets:		
Costs and earnings in excess of billings on uncompleted contracts and unbilled receivables..	\$ 43,652	\$ 13,363
Billings in excess of costs and earnings on uncompleted contracts and unearned revenue.....	(48,248)	(17,515)
	-----	-----
	\$ (4,596)	\$ (4,152)
	=====	=====

3. PROPERTY AND EQUIPMENT

Property and equipment consist of the following as of December 31, (in thousands):

	2000	1999
	-----	-----
Towers.....	\$1,579,616	\$ 672,039
Equipment.....	366,343	148,614
Buildings and improvements.....	224,836	156,005
Construction in progress.....	206,069	127,171
Land and improvements.....	115,151	61,007
	-----	-----
Total.....	2,492,015	1,164,836
Less accumulated depreciation and amortization.....	(195,345)	(72,490)
	-----	-----
Property and equipment, net.....	\$2,296,670	\$1,092,346
	=====	=====

4. GOODWILL AND OTHER INTANGIBLE ASSETS

The Company's intangible assets consist of the following as of December 31, (in thousands):

	2000	1999
	-----	-----
Goodwill.....	\$1,372,399	\$1,016,846
Acquired customer base and network locations.....	1,292,631	474,723
Acquired workforce, licenses, deferred financings and other intangibles.....	129,394	35,911
	-----	-----
Total.....	2,794,424	1,527,480
Less accumulated amortization.....	(288,743)	(123,583)
	-----	-----
Goodwill and other intangible assets, net.....	\$2,505,681	\$1,403,897
	=====	=====

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

5. NOTES RECEIVABLE

In December 1999, the Company signed agreements to loan up to \$120.0 million to TV Azteca S.A. de C.V. (TV Azteca), the owner of a major national television broadcast network in Mexico. In 2000, the Company loaned TV Azteca \$119.8 million. The loan which bears interest at 12.87%, payable quarterly, has been discounted by the Company, as the fair value interest rate was determined to be 14.25%. As of December 31, 2000 approximately \$119.8 million undiscounted (\$108.9 million discounted) was outstanding. The term of the loan is seventy years. The loan may be prepaid by TV Azteca without penalty during the last fifty years of the agreement. The discount recorded on the note is being amortized to interest income using the effective interest method over the term of the loan.

Simultaneous with the signing of the loan agreement, the Company also entered into an agreement with TV Azteca that entitles the Company to assume the marketing responsibility and future economic rights for approximately 190 broadcasting towers owned by TV Azteca. Under the terms of the agreement the Company pays TV Azteca \$1.5 million annually and is entitled to receive 100% of the revenues generated from leases with new tenants and is responsible for any incremental operating expenses associated with those new leases during the term of the loan.

In anticipation of the loan described above, the Company made an interim loan of \$60.0 million to TV Azteca in September 1999. The interim loan, which bore interest at approximately 11%, matured at the closing of the loan described above and was partially collateralized by the stock of TV Azteca. As of December 31, 1999 the amount due to the Company in connection with this interim loan was \$60.0 million.

An executive officer and director of the Company became a director of TV Azteca in December 1999.

As of December 31, 2000 and 1999, the Company also had several other notes receivable outstanding totaling approximately \$15.0 million and \$58.8 million, respectively. These notes bear interest at rates ranging from 7% to 15% and mature in periods ranging from the earlier of two to three years or upon the consummation of certain transactions.

6. FINANCING ARRANGEMENTS

Outstanding amounts under the Company's long-term financing arrangements consisted of the following as of December 31, (in thousands):

	2000	1999
	-----	-----
Credit facilities.....	\$1,350,000	\$ 90,000
Convertible notes, net of discount.....	920,908	602,259
Notes payable, capital leases and other obligations...	197,315	48,563
	-----	-----
Total.....	2,468,223	740,822
Less current portion.....	(11,178)	(4,736)
	-----	-----
Long-term debt.....	\$2,457,045	\$736,086
	=====	=====

The following is a description of the Company's outstanding long-term debt as of December 31, 2000:

Credit Facilities--In January 2000, the Company through its principal operating subsidiaries (Principal Operating Subsidiaries) completed its amended and restated credit facilities (Amended Credit Facilities). Under the Amended Credit Facilities (as amended through March 26, 2001), the borrowing capacity of the Company is up to \$2.0 billion, with the option to increase the capacity up to an additional \$500.0 million subject to lender approval. All borrowings under the Amended Credit Facilities are subject to borrowing base restrictions such as operating cash flow and construction cost levels.

Components of the Amended Credit Facilities include:

- . \$650.0 million revolving credit facility maturing on June 30, 2007;
- . \$850.0 million multi-draw term loan A maturing on June 30, 2007; and
- . \$500.0 million term loan B maturing December 31, 2007.

The Amended Credit Facilities are scheduled to amortize quarterly commencing on March 31, 2003 based on defined percentages of outstanding commitment and principal balances. As of December 31, 2000, the Company has \$850.0 million outstanding under the multi-draw term loan A and \$500.0 million outstanding under the term loan B. Any amounts repaid under the multi-draw term loan A and the term loan B will reduce future borrowing capacity under these facilities to the extent of the amount repaid.

Interest rates for the revolving credit facility and the multi-draw term loan A are determined at the option of the Company as either 1.5% to 2.75% above the LIBOR Rate or 0.5% to 1.75% above the defined Base Rate. Interest rates for the term loan B are determined at either 3.0% to 3.25% above LIBOR or 2.0% to 2.25% above the defined Base Rate. The Company is required to pay quarterly commitment fees ranging from 0.5% to 1.0% per annum, depending on the level of facility usage. In addition, the Amended Credit Facilities require compliance with financial coverage ratios that measure operating cash flow against total debt, interest expense, pro forma debt service and fixed charges, as defined in the Amended Credit Facilities. The Amended Credit Facilities also contain financial and operational covenants and other restrictions which the Company must comply with, whether or not there are borrowings outstanding. Such covenants and restrictions include restrictions on certain types of acquisitions, indebtedness, liens, capital expenditures, and the ability of the Company to pay dividends and make other distributions. The borrowers under the Amended Credit Facilities are the Company's Principal Operating Subsidiaries. The Company and the restricted subsidiaries (as defined in the Amended Credit Facilities) have guaranteed all of the loans under our Amended Credit Facilities. These loans are secured by liens on substantially all assets of the Principal Operating Subsidiaries and the restricted subsidiaries. The Amended Credit Facilities also restrict the Principal Operating Subsidiaries ability to transfer funds to the Company. Substantially all assets of the Company are held by the Principal Operating Subsidiaries.

Prior to the consummation of the Amended Credit Facilities described above, the Company maintained credit facilities that provided for total capacity of \$925.0 million. Interest rates under the prior credit facilities were determined at the option of the Company as either LIBOR plus margin (as defined) or the Base Rate plus margin (as defined). As of December 31, 1999, the Company had \$90.0 million outstanding under the prior credit facilities. All amounts outstanding under the prior credit facilities were repaid in January 2000 with proceeds from the Amended Credit Facilities. In connection with the repayment of borrowings under the Company's prior credit facilities, the Company recognized an extraordinary loss on extinguishment of debt of approximately \$3.0 million, net of a tax benefit of \$2.0 million, in January 2000.

For the years ended December 31, 2000, 1999 and 1998, the combined weighted average interest rate related to the Company's amended and prior credit facilities was 9.56%, 7.94%, and 7.97%, respectively. Commitment fees incurred by the Company related to the amended and prior credit facilities aggregated approximately \$9,777,000, \$1,504,000 and \$1,172,000 for the years ended December 31, 2000, 1999 and 1998, respectively.

As a result of a reduction in borrowing capacity under prior credit facilities, in October of 1999 associated with the issuance of the 2.25% and 6.25% convertible notes, the Company recognized an extraordinary loss on extinguishment of debt during the year ended December 31, 1999 of approximately \$1.4 million, net of an income tax benefit of \$0.9 million. The Company also incurred an extraordinary loss on extinguishment of debt of approximately \$1.4 million, net of an income tax benefit of \$0.9 million, in 1998 as a result of a refinancing to its previously existing credit facilities.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

5% Convertible Notes--In February 2000, the Company completed a private placement of \$450.0 million 5% Convertible Notes (5% Notes), issued at 100% of their face amount. The 5% Notes mature on February 15, 2010. Interest on the 5% Notes is payable semiannually on February 15 and August 15, commencing August 15, 2000. The indenture governing the 5% Notes does not contain any restrictive covenants.

The 5% Notes are convertible at any time into shares of the Company's Class A common stock at a conversion price of \$51.50 per share. The Company cannot redeem the 5% Notes prior to February 20, 2003 and the Company may be required to repurchase all or any of the 5% Notes on February 20, 2007 at their principal amount, together with accrued and unpaid interest. The Company may, at its option, elect to pay the repurchase price in cash or shares of Class A common stock or any combination thereof. The 5% Notes rank equally with the 6.25% and 2.25% Notes described below and are structurally and effectively junior to indebtedness outstanding under the Amended Credit Facilities. Total net proceeds from the 5% Notes were approximately \$438.7 million. A portion of the proceeds was used to pay off amounts outstanding under the Amended Credit Facilities. The remaining proceeds were used to finance acquisitions and construction.

As of December 31, 2000 the Company had \$450.0 million outstanding under the 5% Notes.

2.25% and 6.25% Convertible Notes--In October 1999, the Company completed a private placement of \$300.0 million 6.25% Convertible Notes (6.25% Notes), issued at 100% of their face amount and \$425.5 million 2.25% Convertible Notes (2.25% Notes), issued at 70.52% of their face amount (collectively, the "Notes"). The yield to maturity on the 2.25% Notes is 6.25%, giving effect to the accrued original issue discount and accrued interest. The Notes mature on October 15, 2009. Interest on the Notes is payable semiannually on April 15 and October 15 of each year, beginning April 15, 2000.

The 6.25% Notes and 2.25% Notes are convertible at any time, at the option of the holder, into the Company's Class A common stock at a conversion price of \$24.40 per share and \$24.00 per share, respectively, subject to adjustment in certain events. The Company may redeem the Notes at any time on or after October 22, 2002. The initial redemption price on the 6.25% Notes is 103.125% of the principal amount, subject to ratable declines immediately after October 15 of each following year to 100% of the principal amount in 2005. The 2.25% Notes are redeemable incrementally at increasing prices designed to reflect the accrued original issue discount. The holders have the option of requiring the Company to repurchase all or a portion of the 6.25% Notes on October 22, 2006 at their principal amount, together with accrued and unpaid interest, and all or a portion of the 2.25% Notes on October 22, 2003 at \$802.93, plus accrued and unpaid interest. The Company may elect to pay the repurchase price on the Notes in cash or shares of Class A common stock. The Notes rank equally with one another and the 5% Notes and are structurally and effectively junior to indebtedness outstanding under the Company's Amended Credit Facilities.

In May of 2000, the Company acquired an aggregate of \$87.3 million of the 6.25% Notes and \$73.1 million (face amount) of the 2.25% Notes for an aggregate of 5,724,180 shares of Class A common stock. As an inducement to the noteholders to convert all or a portion of their holdings, the Company issued an aggregate of 402,414 shares of Class A common stock to such holders in addition to the amounts issuable upon conversion of those notes as provided in the applicable indentures. The Company made these exchanges pursuant to negotiated transactions with a limited number of noteholders. As a consequence of those exchanges, the Company recorded a premium on note conversion of approximately \$17.0 million during the second quarter of 2000.

As of December 31, 2000 and 1999 the Company had \$470.9 million and \$602.3 million outstanding respectively, under the Notes.

Notes Payable--In connection with a number of acquisitions consummated during 2000, 1999 and 1998, the Company issued or assumed several notes payable. Such notes approximated \$57.2 million and \$43.8 million as of December 31, 2000 and 1999, respectively. These notes bear interest at rates ranging from 7.9% to 12.0% and mature in periods ranging from approximately two to six years.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

Capital Lease Obligations--The Company's capital lease obligations expire in periods ranging from less than one year to approximately fifty years.

Future minimum capital lease payments for the next five years and thereafter are as follows (in thousands):

Year Ending December 31,	
2001.....	\$ 20,977
2002.....	20,387
2003.....	18,830
2004.....	18,227
2005.....	16,898
Thereafter.....	119,876
	-----
Total minimum lease payments.....	215,195
Less amounts representing interest.....	(89,900)
	-----
Present value of capital lease obligations.....	\$125,295
	=====

Derivative Positions--Under the terms of the Amended Credit Facilities, the Company is required, to enter into interest rate protection agreements on its variable rate debt. Under these agreements the Company is exposed to credit risk to the extent that a counterparty fails to meet the terms of a contract. Such exposure is limited to the current value of the contract at the time the counterparty fails to perform. The Company believes its contracts as of December 31, 2000 are with credit worthy institutions. As of December 31, 2000, the Company had interest rate protection agreements outstanding as follows (in thousands):

Derivative	Notional Amount	Interest Range	Term	Fair Value
-----	-----	-----	-----	-----
Interest rate caps.....	\$ 364,980	9.00%	Expiring 2002	
Interest rate swaps.....	395,000	6.19%-7.00%	Expiring 2002 through 2003	\$ (7,680)
Interest rate collars...	465,000	5.95%-9.00%	Expiring 2002 through 2003	(6,107)
Interest rate swaptions.....	290,000	6.00%-6.60%	Expiring 2001	1,707
				-----
Total.....				\$ (12,080)
				=====

As of December 31, 2000, aggregate principal payments of long-term debt, including capital leases, for the next five years and thereafter are estimated to be (in thousands):

Year Ending December 31,	
2001.....	\$ 11,178
2002.....	11,474
2003.....	66,493
2004.....	202,900
2005.....	289,953
Thereafter.....	1,886,225
	-----
Total.....	\$2,468,223
	=====

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

7. COMMITMENTS AND CONTINGENCIES

Lease Obligations--The Company leases certain land, office, tower and satellite space under operating leases that expire over various terms. Many of the leases also contain renewal options with specified increases in lease payments upon exercise of the renewal option. Escalation clauses present in operating leases, excluding those tied to CPI, are straight-lined over the initial term of the lease.

Future minimum rental payments under noncancelable operating leases in effect at December 31, 2000 are as follows (in thousands)

Year Ending December 31,	
2001.....	\$165,994
2002.....	134,033
2003.....	94,917
2004.....	65,418
2005.....	43,023
Thereafter.....	200,129
	-----
Total.....	\$703,514
	=====

Aggregate rent expense under operating leases for the years ended December 31, 2000, 1999 and 1998 approximated \$99,060,000, \$23,211,000 and \$10,818,000, respectively.

Customer Leases--The Company's lease agreements with its customers vary depending upon the industry. Escalation clauses present in operating leases, excluding those tied to CPI, are straight-lined over the initial term of the lease.

Future minimum rental receipts expected from customers under noncancelable operating lease agreements in effect at December 31, 2000 are as follows (in thousands):

Year Ending December 31,	
2001.....	\$ 214,226
2002.....	201,835
2003.....	185,334
2004.....	165,630
2005.....	126,111
Thereafter.....	588,722
	-----
Total.....	\$1,481,858
	=====

Acquisition Commitments--See notes 11 and 14.

ATC Separation--See note 1.

Litigation--The Company periodically becomes involved in various claims and lawsuits that are incidental to its business. In the opinion of management, after consultation with counsel, there are no matters currently pending which would, in the event of adverse outcome, have a material impact on the Company's consolidated financial position, the results of its operations or liquidity.

## 8. RELATED PARTY TRANSACTIONS

2000 and 1999

Chase Manhattan Bank (Chase) is a lender under the Company's credit facilities and had participation percentages ranging from 3.14% to 6.67% during 2000 and 1999. Chase is an affiliate of J.P. Morgan Partners, LLC (JPMP), which indirectly controls J.P. Morgan Partners (BHCA), L.P. (JPLP) and J.P. Morgan Partners (23ASBIC), LLC (JPSBIC), stockholders of the Company. A director of the Company is an Executive Partner of JPMP. At December 31, 2000 and 1999 the aggregate principal amount outstanding under the credit facilities was \$1.4 billion and \$90.0 million, respectively. Chase's participation in the credit facilities at December 31, 2000 was 3.14%. Chase's approximate share of interest and fees paid by the Company pursuant to its various credit arrangements was \$3.2 million, \$1.2 million and \$0.8 million in 2000, 1999 and 1998, respectively.

In 1999, the Company owned 33 1/3% of the outstanding equity of Kline Iron & Steel Co. (Kline). During 1999 the Company purchased approximately \$7.4 million of tower steel products from Kline. In 2000, the Company purchased the remaining equity interest in Kline.

During 2000 and 1999, the Company made demand loans to two executive officers. At December 31, 2000 and 1999 amounts outstanding under the loans approximated \$1.0 million and \$1.1 million respectively.

1998

In June 1998, American Radio contributed the majority of its corporate fixed assets to the Company (with an American Radio net book value of approximately \$1.4 million). During the period that the Company was a majority owned subsidiary of American Radio, the Company received revenues of approximately \$565,000 from American Radio for tower rentals at Company-owned sites for the period ending June 4, 1998 (date of the ATC Separation).

In January 1998, American Radio contributed to the Company nineteen communications sites used by American Radio and various third parties (with an American Radio aggregate net book value of approximately \$4.7 million), and American Radio and the Company entered into leases or subleases of space on the transferred towers. In May 1998, two additional communications sites were transferred and leases were entered into following acquisition by American Radio of the sites from third parties. These sites were contributed to the Company at an aggregate ARS net book value of approximately \$0.3 million.

In January 1998, the Company consummated the transactions contemplated by a stock purchase agreement with certain related parties. (See note 10).

## AMERICAN TOWER CORPORATION AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

## 9. INCOME TAXES

The income tax benefit (provision) from continuing operations was comprised of the following for the years ended December 31, (in thousands):

	2000	1999	1998
	-----	-----	-----
Current:			
Federal.....			\$(116,322)
State.....			(18,866)
Foreign.....	\$(1,220)		
Deferred:			
Federal.....	68,582	\$ 1,029	(8,407)
State.....	8,560	148	(841)
Foreign.....		58	
Add:			
Deferred tax assets related to corporate tax restructuring.....			150,150
Less:			
Benefit from disposition of stock options recorded to additional paid-in capital.....	(10,266)	(1,449)	(1,223)
Valuation allowance.....	(6,000)		
Income tax benefit (provision) .....	\$59,656	\$ (214)	\$ 4,491
	=====	=====	=====

A reconciliation between the U.S. statutory rate from continuing operations and the effective rate was as follows for the years ended December 31,

	2000	1999	1998
	-----	-----	-----
Statutory tax rate.....	35%	35%	35%
State taxes, net of federal benefit.....	5	5	4
Non-deductible tower separation expenses.....			(11)
Non-deductible intangible amortization and premium on note conversion.....	(14)	(42)	(16)
Other (including valuation allowance).....	(2)	2	(1)
Effective tax rate.....	24%	%	11%
	=====	=====	=====

The components of the net deferred tax asset and related valuation allowance are as follows (in thousands):

	2000	1999
	-----	-----
Current assets:		
Allowances, accruals and other items not currently non-deductible.....	\$ 15,166	\$ 1,718
	=====	=====
Long-term items:		
Assets:		
Basis step-up from corporate restructuring.....	120,042	\$133,380
Net operating loss carry-forwards.....	175,859	63,070
Other.....	716	152
Liabilities:		
Depreciation and amortization.....	(150,222)	(82,350)
Subtotal.....	\$146,395	\$114,252
Less: Valuation allowance.....	(6,000)	
Net long-term deferred tax assets.....	\$140,395	\$114,252
	=====	=====



AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

At December 31, 2000, the Company has net federal and state operating loss carry-forwards available to reduce future taxable income of \$437.7 million. These loss carry-forwards, if not utilized, expire at various dates through 2020.

During 2000, the Company recorded a \$6.0 million deferred tax asset valuation allowance related to a portion of its state net operating loss carry-forward. Management believes that sufficient uncertainty exists regarding the realizability of these items to warrant such allowance. In the opinion of management, all other deferred tax assets are more likely than not recoverable.

10. STOCKHOLDERS' EQUITY

Preferred Stock

As of December 31, 2000 the Company was authorized to issue up to 20.0 million shares of \$0.01 par value preferred stock. As of December 31, 2000 and 1999 there were no preferred shares issued or outstanding.

Common Stock

As of December 31, 2000 the Company was authorized to issue up to 500.0 million shares of its \$.01 par value per share Class A common stock, 50.0 million shares of its \$.01 par value per share Class B common stock and 10.0 million shares of its \$.01 par value per share Class C common stock. The Class A and B common stockholders are entitled to one and ten votes per share, respectively. The Class C common stock is non-voting. In addition, holders of Class B and C common stock may exchange their shares on a one-to-one basis for shares of Class A common stock. During the years ended December 31, 2000, 1999 and 1998, holders of Class B and Class C common stock exchanged 613,286, 1,192,354 and 469,576 of their shares, respectively, for shares of Class A common stock.

The following is a summary of the Company's principal equity transactions during the years ended December 31, 2000, 1999 and 1998. See note 11 of the consolidated financial statements for issuances of common stock in connection with the Company's acquisitions.

2000

In June 2000, the Company completed a public offering of 12,500,000 shares of its Class A common stock, at \$41.125 per share. The Company's net proceeds of the offering (after deduction of the offering expenses) were approximately \$513.9 million. The Company used the proceeds to reduce borrowings under the Amended Credit Facilities and to finance acquisitions and the construction of towers, as well as for general working capital purposes.

1999

In February 1999, the Company completed a public offering of 25,700,000 shares of Class A common stock, (including 1,700,000 shares sold by the Company pursuant to the exercise in full of the underwriters' over-allotment option) at \$25.00 per share. The Company's net proceeds of the offering (after deduction of the underwriting discount and offering expenses) were approximately \$618.0 million. The Company used such proceeds, together with borrowings under its prior credit facilities, to fund acquisitions and construction activities.

In February 1999, the Company consummated the sale of 500,000 shares of Class A common at \$26.31 per share. The Company's net proceeds of the offering were approximately \$13.2 million. The Company used such proceeds, together with borrowings under its prior credit facilities, to fund acquisitions and construction activities.

1998

In July, 1998, the Company completed its initial public offering of 27,861,987 shares of Class A common stock, (including 2,361,987 shares sold by the Company pursuant to the exercise in full of the underwriters'

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

over-allotment option) at \$23.50 per share. The Company's net proceeds of the offering (after deduction of the underwriting discount and offering expenses) were approximately \$625.0 million. On July 9, 1998, the Company used approximately \$306.1 million of the net proceeds from the offering to redeem all of the outstanding shares of the Interim Preferred Stock described below. The balance was used, together with borrowings under the prior credit facilities, to fund acquisitions and construction activities.

In June 1998, the Company merged with a company owning a broadcasting tower in the Boston, Massachusetts area and issued 720,000 shares of Class A common stock valued at approximately \$18.0 million. Under a put agreement that was executed in connection with the merger, the sellers had the right to require the Company to purchase, at any time prior to June 5, 1999, any or all shares of Class A common stock received pursuant to consummation of the merger for a purchase price equal to the then current market price. On June 5, 1999, the sellers' right to require the Company to purchase shares of common stock expired. Accordingly, all unsold shares as of that date (336,250) were reclassified from Redeemable Class A common stock to common stock and additional paid in capital.

In June 1998, the Company entered into a stock purchase agreement (the Interim Financing Agreement) with respect to a preferred stock financing, which provided for the issuance and sale by the Company of up to \$400.0 million of Series A Redeemable Pay-In-Kind Preferred Stock (the Interim Preferred Stock) to finance the Company's obligation to CBS with respect to tax reimbursement. The Company issued \$300.0 million of Interim Preferred Stock, which accrued dividends at a rate equal to the three-month LIBOR then in effect (approximately 5.69%) plus an agreed upon adjustable spread (5.0% for the period in which the obligation was outstanding). Due to the short term nature of the issue, accrued dividends were recorded as interest expense in the accompanying consolidated financial statements. Such interest expense approximated \$3.1 million for the year ended December 31, 1998. The Interim Preferred Stock was redeemed in July 1998 at a redemption price equal to \$1,010 per share plus accrued and unpaid dividends for an aggregate redemption value of \$306.1 million. The Company incurred an extraordinary loss of approximately \$7.5 million, net of a tax benefit of \$5.0 million, during the third quarter of 1998, representing the write-off of certain commitment, deferred financing and redemption fees.

In January 1998, the Company consummated the transactions contemplated by the stock purchase agreement (the ATC Stock Purchase Agreement), dated as of January 8, 1998, with Steven B. Dodge, Chairman of the Board, President and Chief Executive Officer of American Radio and the Company, and certain other officers and directors of American Radio (or their affiliates or family members or family trusts), pursuant to which those persons purchased 8.0 million shares of the Company's common stock at a purchase price of \$10.00 per share for an aggregate purchase price of approximately \$80.0 million, including 4.0 million shares by Mr. Dodge for \$40.0 million. Payment of the purchase price was in the form of cash aggregating approximately \$30.6 million and in the form of notes aggregating approximately \$49.4 million which were repaid upon the consummation of the ATC Separation.

Stock Issued for Acquisitions and Subsequent events--See note 11 of the consolidated financial statements for issuances of warrants and common stock in connection with the Company's acquisitions and note 14 for a description of common stock issued in connection with the equity offering consummated in January 2001.

Stock Option Plans--The Company maintains a stock option plan for directors, officers and employees (the Plan), which provides for non qualified and incentive stock options. Exercise prices in the case of incentive stock options are not less than the fair market value of the underlying common stock on the date of grant. Exercise prices in the case of non-qualified stock options are set at the discretion of the Company's Board of Directors (which to date has not been less than the fair market value on the date of grant).

## AMERICAN TOWER CORPORATION AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

The option pool under the Plan consists of an aggregate of 24,000,000 shares of common stock. In addition to the 24,000,000 shares authorized under the Plan, options to purchase approximately 2,300,000 shares of common stock were outstanding as of December 31, 2000 outside of the Plan. Options outside the Plan are the result of the exchange of certain American Radio options that occurred pursuant to the ATC Separation and the assumption of certain options that occurred pursuant to the mergers of OmniAmerica, Inc, and American Tower Corporation (Old ATC) as described in note 11. Each unexercised option to purchase shares of American Radio, Omni America and Old ATC common stock held by persons who became directors or employees of the Company were exchanged or converted into the Company's options. All options were exchanged or converted in a manner that preserved the spread in such options between the option exercise price and the fair market value of the common stock and the ratio of the spread to the exercise price prior to such conversion.

Option grants vest ratably over various periods, generally three to five years, commencing one year from the date of grant. Option grants generally expire ten years from the date of grant.

The following table summarizes the Company's option activity for the periods presented:

	Options	Weighted Average Exercise Price	Options Exercisable
Outstanding as of January 1, 1998...	931,332	\$ 4.16	252,640
Granted.....	8,371,700	16.16	
Transferred -- American Radio (a)...	1,862,806	6.21	
Transferred -- Old ATC Merger (a)...	1,252,364	2.29	
Exercised.....	(1,103,213)	2.48	
Cancelled.....	(226,894)	8.80	
Outstanding as of December 31, 1998.....	11,088,095	13.43	1,513,639
Granted.....	5,391,450	22.72	
Transferred -- OmniAmerica Merger (a).....	971,850	13.83	
Exercised.....	(314,305)	13.43	
Cancelled.....	(419,848)	20.72	
Outstanding as of December 31, 1999.....	16,717,242	16.23	4,132,562
Granted.....	7,092,350	32.77	
Exercised.....	(1,517,928)	15.45	
Cancelled.....	(693,525)	27.72	
Outstanding as of December 31, 2000.....	21,598,139	\$21.35	5,781,018
	=====		

(a) Represents options outside the Plan

## AMERICAN TOWER CORPORATION AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

The following table sets forth information regarding options outstanding at December 31, 2000:

Options Outstanding				Options Exercisable	
Outstanding Number of Options	Range of Exercise Price Per Share	Weighted Average Exercise Price Per Share	Weighted Average Remaining Life (Years)	Options Exercisable	Weighted Average Exercise Price Per Share
2,617,762	\$2.05-\$9.09	\$ 5.47	5.53	2,160,246	\$ 4.99
2,798,132	10.00-10.00	10.00	7.01	1,085,050	10.00
4,083,784	10.91-21.13	17.82	7.56	1,185,201	16.61
2,577,231	21.38-23.75	22.89	8.10	748,731	23.23
2,361,250	23.81-23.81	23.81	8.86	462,010	23.81
424,480	24.31-30.38	26.75	8.93	64,780	25.74
4,930,400	30.63-30.63	30.63	9.72	75,000	30.62
1,785,600	30.69-46.38	37.87	9.48		
19,500	46.75-48.87	48.83	9.20		
-----				-----	
21,598,139	\$2.05-\$48.87	\$21.35	8.13	5,781,018	\$12.74
=====				=====	

ATC Teleports Stock Option Plan--During 1999, Verestar, Inc.'s (Verestar, formerly ATC Teleports, Inc.) Board of Directors approved the formation of the ATC Teleports Stock Option Plan (ATC Teleports Plan) which provides for the issuance of options to officers, employees, directors and consultants of the Company's wholly owned subsidiary Verestar. The ATC Teleports Plan limits the number of shares of common stock which may be granted to an aggregate of 1,000,000 shares. During 2000, Verestar, granted 809,400 options to purchase shares of Verestar common stock to officers, directors and employees. Such options were issued at one time with an exercise price of \$7.75 per share. The exercise price per share was at fair market value based on an independent appraisal performed at the Company's request. The fair value of ATC Teleports Plan options granted during 2000 were \$1.97 per share. Options granted vest based on the discretion of Verestar's Board of Directors and expire ten years from the date of grant. No options under the ATC Teleports Plan were exercised in 2000 and none were exercisable as of December 31, 2000.

Pro Forma Disclosure--As described in note 1, the Company uses APB. No. 25 to account for equity grants and awards to employees. Accordingly, there is no compensation cost related to option grants reflected in the accompanying consolidated financial statements. Had the Company used the fair value method, as prescribed in SFAS No. 123, to measure compensation for grants under all plans made in 2000, 1999 and 1998, the reported net loss and basic and diluted loss per common share would have been as follows (in thousands, except per share amounts):

	2000	1999	1998
	-----	-----	-----
Net loss.....	\$(245,814)	\$(87,221)	\$(62,439)
Basic and diluted earnings per share.....	\$ (1.46)	\$ (0.58)	\$ (0.78)

The "fair value" of each option grant is estimated on the date of grant using the Black-Scholes option pricing model. The weighted average fair values of the Company's options granted during 2000, 1999 and 1998 were \$18.19, \$13.14 and \$15.50 per share, respectively. Key assumptions used to apply this pricing model are as follows:

	2000	1999	1998
	-----	-----	-----
Approximate risk-free interest rate (both the Company and ATC Teleports plans).....	5.95%	5.7%	5.5%
Expected life of option grants (both the Company and ATC Teleports plans).....	5 years	5 years	5 years
Expected volatility of underlying stock (the Company plan).....	68.0%	72.0%	177.5%
Expected volatility of underlying stock (ATC Teleports plans).....	N/A	N/A	N/A
Expected dividends (both the Company and ATC Teleports plans).....	N/A	N/A	N/A

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

Employee Stock Purchase Plan--During 2000, the Company established an employee stock purchase plan for all eligible employees. Under the plan, shares of the Company's common stock may be purchased at six-month intervals at 85% of the lower of the fair market value on the first or the last day of each offering period. Employees may purchase shares having a value not exceeding 15% of their gross compensation during an offering period and may not purchase more than \$25,000 worth of stock in a calendar year (based on market values at the beginning of each offering period). During 2000, employees purchased 33,794 shares at \$25.61 per share. At December 31, 2000, 4,966,206 shares remain reserved for future issuance.

## 11. ACQUISITIONS

General--The acquisitions consummated during 2000, 1999 and 1998 have been accounted for under the purchase method of accounting. The aggregate purchase price has been allocated to the net assets acquired, (principally tangible and intangible assets), and the liabilities assumed based on estimated fair values at the date of acquisition. For certain acquisitions, the consolidated financial statements reflect preliminary allocations of purchase price, as appraisals of the net assets acquired have not been finalized. The Company does not expect any changes in depreciation and amortization resulting from the finalization of these appraisals to be material to its consolidated results of operations.

2000 Acquisitions--During the year ended December 31, 2000, the Company consummated more than 60 transactions involving the acquisition of various communications sites and related businesses and several satellite and fiber network access services businesses for a purchase price of approximately of \$1.8 billion. This purchase price includes approximately \$1.4 billion in cash, the issuance of approximately 4.5 million shares of Class A common stock and options valued at approximately \$164.0 million, warrants to purchase approximately 3.0 million shares of Class A common stock valued at \$63.5 million and the assumption of \$59.2 million of debt. Total purchase price allocated to goodwill was approximately \$426.8 million. The principal transactions were as follows:

AirTouch transaction--In August 1999, the Company agreed to lease on a long-term basis up to 2,100 towers located throughout the United States from AirTouch Communications, Inc. (now part of Verizon Wireless Inc.) (AirTouch). The Company's cumulative lease payments, based on 2,100 towers, aggregate \$800.0 million in cash payable in part upon each closing and the issuance of five-year warrants to purchase 3.0 million shares of Class A common stock at \$22.00 per share. At various closings in 2000, the Company leased 1,801 towers, paid AirTouch approximately \$686.1 million in cash and issued warrants for approximately 3.0 million shares of its Class A common stock. It is expected that the Company will not close on approximately 150 of the towers included in the initial agreement. The remaining closings are expected to occur in the first and second quarters of 2001, as the initial term of the agreement was extended through April 2001. The Company has accounted for the AirTouch transaction as a purchase of assets.

AT&T transaction--In September 1999, the Company agreed to purchase up to 1,942 towers from AT&T. These towers are located throughout the United States and were constructed by AT&T for its microwave operations. The purchase price is \$260.0 million in cash, subject to adjustment if all towers are not purchased. At various closings in 2000, the Company acquired 1,929 towers and paid AT&T \$258.1 million. It is expected that the Company will close on any remaining towers in the first quarter of 2001.

Management has concluded that a portion of the towers acquired in the AT&T transaction will not be marketable for wireless colocation and has recorded those towers at net realizable value. Accordingly, the Company has committed to a plan to dispose of these towers, which it is currently in the process of implementing. In connection with this Plan, the Company has recorded a liability of \$2.0 million related to the disposition of these towers. For the year ended December 31, 2000 approximately \$0.8 million has been charged against this accrual.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

UNISite merger--In January 2000, the Company consummated its merger with UNISite, Inc. (UNISite). The purchase price was approximately \$196.4 million, which included payment of \$147.7 million in cash and the assumption of \$48.7 million of debt. In February 2000, the Company repaid the debt assumed in connection with the UNISite transaction. Such repayment was at a premium of the outstanding principal balance. Accordingly, the Company recognized an extraordinary loss of \$1.3 million (net of an income tax benefit of \$0.9 million) from the extinguishment of this debt in the first quarter of 2000.

USEI merger--In June 2000, the Company consummated its merger with U.S. Electrodynamics, Inc. (USEI). The purchase price consisted of approximately 1.1 million shares of Class A common stock, \$33.2 million in cash and vested options to purchase 0.4 million shares of Class A common stock. The acquisition involved around-the-clock teleport facilities in the Pacific Northwest, the Southwest and the Northeast, with a total of 52 antennae that access satellites covering the continental United States and Pacific Ocean region.

General Telecom acquisition--In June 2000, the Company consummated the stock purchase of General Telecom, Inc. (General Telecom). The purchase price consisted of approximately \$28.8 million in cash. The Company's acquisition of General Telecom provides it with independent partition voice switching capabilities and network management services at three major voice communications gateways in New York, Miami and Los Angeles.

Publicom transaction--In October 2000, the Company consummated the purchase of Publicom Corporation (Publicom) and its affiliates. The aggregate purchase price was approximately \$31.4 million, which included a payment of approximately \$14.5 million in cash and the issuance of approximately 0.4 million shares of Class A common stock. Publicom and its affiliates distribute satellite and telecommunications equipment via strategic vendor relationships with established equipment providers. Publicom also provides wholesale Internet Service Provider (ISP) services.

InterPacket Networks merger--In December 2000, the Company consummated its merger with InterPacket Networks, Inc. (InterPacket). Total merger consideration was approximately \$63.5 million and included approximately \$21.4 million in cash and the issuance of approximately 1.1 million shares of Class A common stock. InterPacket is a leader in providing international ISPs low-cost Internet access via a global satellite overlay network. InterPacket's customer base includes companies primarily in Africa, the Middle East, Latin America and Asia.

1999 Acquisitions--During the year ended December 31, 1999, the Company consummated more than 60 transactions involving the acquisition of various communications sites, service providers and satellite and fiber network access services assets for an estimated purchase price of approximately \$1.2 billion. This purchase price includes the issuance of approximately 20.7 million shares of Class A common stock valued at \$430.8 million. The principal transactions were as follows:

OmniAmerica merger--In February 1999, the Company consummated its merger with Omni America Inc. (Omni). Omni owned or co-owned 223 towers in 24 states. Omni also offered nationwide turnkey tower construction and installation services and manufactured wireless infrastructure components. Total merger consideration was \$462.0 million, consisting of the issuance of 16.8 million shares of Class A common stock and the assumption of \$96.6 million of debt. The Company also assumed certain Omni employee stock options that were converted into options to purchase approximately 1.0 million shares of the Company's Class A common stock.

TeleCom merger--In February 1999, the Company consummated its merger with TeleCom Towers, LLC (TeleCom). TeleCom owned or co-owned approximately 271 towers and managed 121 revenue-generating sites in 27 states. The aggregate merger consideration was \$194.6 million, consisting of the payment of \$63.1 million in cash, the issuance of 3.9 million shares of Class A common stock and the assumption of \$48.4 million in debt.

Triton PCS acquisition--In September 1999, the Company acquired 187 wireless communications towers from Triton PCS for \$70.7 million in cash.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

ICG transaction--In December 1999, the Company acquired ICG Satellite Services and its subsidiary, Maritime Telecommunications Network, Inc., (collectively, ICG), for \$100.0 million in cash. The acquisition involved a major around-the-clock teleport facility in New Jersey and a global maritime telecommunications network headquartered in Miramar, Florida. ICG provides Internet, voice, data and compressed video satellite services to major cruise lines, the U.S. military, Internet-related companies and international telecommunications customers.

1998 Acquisitions--During the year ended December 31, 1998, the Company acquired various communications sites and a major site acquisition business for an aggregate purchase price of approximately \$853.8 million, including the issuance of approximately 36.3 million shares of Class A common stock valued at approximately \$382.6 million. The principal transactions were as follows:

Gearon merger--In January 1998, the Company acquired all of the outstanding stock of Gearon & Co. Inc. (Gearon), for an aggregate purchase price of approximately \$80.0 million. Gearon was engaged in site acquisition, development and construction and facility management of wireless network communication facilities. The purchase price consisted of approximately \$32.0 million in cash and the issuance of approximately 5.3 million shares of Class A common stock.

OPM merger--In January 1998, the Company acquired OPM-USA-INC. (OPM), a company that owned and developed communications towers, for approximately \$70.0 million in cash.

ATC merger--On June 8, 1998, the Company consummated its merger with American Tower Corporation (ATC merger). The total purchase price was approximately \$425.8 million. At the time of closing, the acquired company owned approximately 775 communications towers and managed approximately 125 communications towers. In conjunction with the ATC merger, the Company issued 28.8 million shares of Class A common stock valued at approximately \$287.8 million (excluding 1,252,364 shares of common stock reserved for options held by former employees of the acquired company valued at approximately \$9.7 million) and assumed approximately \$4.5 million of redeemable preferred stock (which was paid at closing) and \$122.7 million of debt (of which approximately \$118.3 million, including interest and associated fees, was paid at closing). Upon consummation of the ATC merger, the Company changed its name from American Tower Systems Corporation to American Tower Corporation.

Grid/Wauka/other transactions--In October 1998, the Company acquired approximately 300 towers and certain tower related assets in six transactions for an aggregate purchase price of approximately \$100.2 million. These transactions included the acquisition of Wauka Communications, Inc. and the assets of Grid Site Services, Inc.

Unaudited Pro Forma Operating Results--The operating results of the 2000 and 1999 acquisitions have been included in the Company's consolidated results of operations from the date of acquisition. The following unaudited pro forma summary presents the consolidated results of operations as if the acquisitions had occurred as of January 1, 1999, after giving effect to certain adjustments, including depreciation and amortization of assets and interest expense on debt incurred to fund the acquisitions. This unaudited pro forma information has been prepared for comparative purposes only and does not purport to be indicative of what would have occurred had the acquisitions been made as of January 1 of each of the periods presented or results which may occur in the future.

	2000	1999
	-----	-----
	(In thousands, except per share data- unaudited)	
Operating revenues.....	\$860,672	\$625,598
Loss before extraordinary losses.....	(239,241)	(206,158)
Net loss.....	(243,579)	(207,530)
Basic and diluted loss per common share.....	(1.42)	(1.32)

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

12. SUPPLEMENTAL CASH FLOW INFORMATION

Supplemental cash flow information and noncash investing and financing activities are as follows (in thousands):

	2000	1999	1998
	-----	-----	-----
Supplemental cash flow information:			
Cash paid during the period for interest (including amounts capitalized).....	\$140,251	\$22,160	\$23,011
Cash paid during the period for income taxes (including amounts paid to CBS).....	4,335	2,242	212,196
Noncash investing and financing activities:			
Issuance of common stock, warrants and assumption of options for acquisitions.....	227,507	448,036	392,226
Treasury stock transactions.....	2,812	1,528	
Conversion of convertible notes.....	136,399		
Capital leases.....	77,427	4,518	
Corporate tax restructuring.....			150,150
(Decrease) increase to CBS Corporation from estimated remaining tax liabilities.....		(12,003)	66,736
Property, equipment and other assets transferred from American Radio.....			6,489
Accrual for final payment for OPM Merger.....			21,914



## AMERICAN TOWER CORPORATION AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

## 13. BUSINESS SEGMENTS

The Company operates in three business segments: rental and management (RM), network development services (Services), and satellite and fiber network access services (formerly internet, voice, data and video transmission services) (SFNA). The RM segment provides for the leasing and subleasing of antennae sites on multi-tenant towers and other properties for a diverse range of customers in the wireless communication and broadcast and other industries. The Services segment offers a broad range of services, including radio frequency engineering, network design, site acquisition, zoning and other regulatory approvals, construction, component part sales and antennae installation. The SFNA segment offers satellite and fiber network services to telecommunications companies, internet service providers, broadcasters and maritime customers.

The accounting policies applied in compiling segment information below are similar to those described in note 1. In evaluating financial performance, management focuses on Operating Profit (Loss), excluding depreciation and amortization, tower separation, development and corporate general and administrative expenses. This measure of Operating Profit (Loss) is also before interest expense, interest income and other, net, premium on note conversion, minority interest in net earnings of subsidiaries, income taxes and extraordinary losses. For reporting purposes the RM segment includes interest income-TV Azteca, net for the year ended December 31, 2000.

The Company's reportable segments are strategic business units that offer different services. They are managed separately because each segment requires different resources, skill sets and marketing strategies. Summarized financial information concerning the Company's reportable segments as of and for the years ended December 2000, 1999 and 1998 is shown in the following table. The "Other" column below represents amounts excluded from specific segments, such as income taxes, extraordinary losses, corporate general and administrative expense, tower separation expense, development expense, depreciation and amortization, interest expense, interest income and other net, premium on note conversion and minority interest in net earnings of subsidiaries. In addition, the Other column also includes corporate assets such as cash and cash equivalents, tangible and intangible assets and income tax accounts which have not been allocated to specific segments. All amounts shown are in thousands.

	RM	Services	SFNA	Other	Total
	-----	-----	-----	-----	-----
2000					
Revenues.....	\$ 278,153	\$311,921	\$145,201		\$ 735,275
Operating profit (loss)....	151,592	37,152	35,136	\$(418,508)	(194,628)
Assets.....	3,861,060	723,262	640,913	435,444	5,660,679
Capital expenditures.....	491,343	19,402	25,560	12,686	548,991
Depreciation and amortization.....	211,432	41,018	27,074	3,836	283,360
1999					
Revenues.....	\$ 135,303	\$ 90,416	\$32,362		\$ 258,081
Operating profit (loss)....	72,862	21,098	8,264	\$(152,951)	(50,727)
Assets.....	1,847,847	505,018	229,260	436,741	3,018,866
Capital expenditures.....	271,231	4,588	15,835	2,588	294,242
Depreciation and amortization.....	98,011	25,991	7,264	1,273	132,539
1998					
Revenues.....	\$ 60,505	\$ 23,315	\$ 19,724		\$ 103,544
Operating profit (loss)....	31,050	3,836	6,907	\$(88,635)	(46,842)
Assets.....	1,031,426	91,444	64,359	315,114	1,502,343
Capital expenditures.....	118,926	61	3,405	4,063	126,455
Depreciation and amortization.....	39,568	7,038	4,887	571	52,064

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

Summarized geographical information related to the Company's operating revenues and long-lived assets as of and for the year ended December 31 is as follows (in thousands):

	2000	1999
	-----	-----
Operating Revenues:		
United States.....	\$ 729,161	\$ 258,081
Mexico.....	6,114	
	-----	-----
Total operating revenues.....	\$ 735,275	\$ 258,081
	=====	=====
Long-Lived Assets:		
United States.....	\$4,685,754	\$2,489,870
Mexico.....	116,597	6,373
	-----	-----
Total long-lived assets.....	\$4,802,351	\$2,496,243
	=====	=====

The Company did not maintain operations or long-lived assets internationally prior to 1999.

For the year ended December 31, 1999, one customer within the rental and management and services segments, accounted for approximately 17% of the Company's consolidated operating revenues. No single customer accounted for more than 10% of consolidated operating revenues for the years ended December 31, 2000 or 1998.

#### 14. SUBSEQUENT EVENTS

The following is a description of significant transactions involving the Company subsequent to December 31, 2000:

##### Financing Transactions:

Equity offering--In January 2001, the Company completed a public offering of 10.0 million shares of its Class A common stock at \$36.50 per share. The net proceeds of the offering (after deduction of offering expenses) were approximately \$360.8 million. Proceeds from the offering will be used to finance the construction of towers, fund pending and future acquisitions and for general corporate purposes.

9 3/8% Senior Notes offering--In January 2001, the Company completed a private notes placement of \$1.0 billion 9 3/8% Senior Notes (Senior Notes), issued at 100% of their face amount. The Senior Notes mature on February 1, 2009. Interest on the Senior Notes is payable semiannually on February 1 and August 1, commencing on August 1, 2001. The indenture governing the Senior Notes contains certain restrictive covenants including restrictions on the Company's ability to incur more debt, guarantee debt, pay dividends and make certain investments. Proceeds from the Senior Notes placement will be used to finance construction of towers, fund pending and future acquisitions and for general corporate purposes.

Mexican credit facility--In February 2001, the Company's Mexican subsidiary consummated a loan agreement that will provide for borrowings of \$95.0 million (U.S. Dollars). If additional lenders are made party to the agreement, the size of the facility may increase to \$140.0 million. The Company has committed to loan its Mexican subsidiary up to \$45.0 million if additional lenders are not made party to the agreement. The Company's commitment will be reduced on a dollar-for-dollar basis if additional lenders join the loan agreement. This facility requires the maintenance of various covenants and ratios and is guaranteed and collateralized by all of the assets of the Mexican subsidiary. Interest rates on the loan are determined at the Mexican subsidiary's option at either LIBOR plus margin or the Base Rate plus margin (as defined in the agreement). Amounts borrowed under the loan will be due in 2003.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

Pending Transactions:

ALLTEL transaction--In December 2000, the Company entered into an agreement to acquire the rights from ALLTEL to up to 2,193 communications towers through a 15-year sublease agreement. Under the agreement, the Company will sublease these towers for consideration of up to \$657.9 million in cash. ALLTEL also granted the Company the option to acquire the rights through sublease agreements, to approximately 200 additional towers to be selected by the Company on a site-by-site basis for cash consideration of up to \$300,000 per tower. As the anchor tenant on the towers, ALLTEL will pay a site maintenance fee of \$1,200 per tower per month, escalating at a rate equal to the lower of 5% per annum or the increase in the Consumer Price Index plus 4% per annum.

Under the agreement with ALLTEL, the Company will have the option to purchase the towers at the end of the 15-year sublease term. The purchase price per tower will be \$27,500 plus interest accrued at 3% per annum. At ALLTEL's option, this price will be payable in cash or with 769 shares of the Company's Class A common stock in the case of approximately 1,900 of the towers. In the case of the approximately 300 other towers and any of the 200 additional towers that the Company subleases, the per tower purchase price at the end of the sublease term is subject to adjustment based on the cash consideration paid for the sublease and the Company's Class A common stock price on the date the Company agrees to the tower sublease terms. The Company expects the transaction to close incrementally beginning in the second quarter of 2001.

Other transactions--In addition to the above, the Company is party to various agreements relating to the acquisition of assets and businesses from third parties (including certain remaining portions of the AirTouch and AT&T transactions) for an estimated aggregate purchase price of approximately \$211.0 million. The Company is also pursuing the acquisitions of other properties and businesses in new and existing locations, although there are no definitive material agreements with respect thereto.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

15. INFORMATION PRESENTED PURSUANT TO THE INDENTURE FOR THE 9 3/8% SENIOR NOTES  
(UNAUDITED)

The following table sets forth information that is presented solely to address certain reporting requirements contained in the indenture for our Senior Notes. This information presents certain financial data of the Company on a consolidated basis and on a restricted group basis, as defined in the indenture governing the Senior Notes. All of the Company's subsidiaries are part of the restricted group, except its wholly owned subsidiary Verestar.

	Consolidated		Restricted Group	
	Year Ended December 31,		Year Ended December 31,	
	2000	1999	2000(1)	1999(1)
(in thousands)				
Statement of Operations Data:				
Operating revenues.....	\$ 735,275	\$258,081	\$ 590,074	\$225,719
Operating expenses:				
Operating expenses excluding depreciation and amortization, development and corporate general and administrative expenses.....	524,074	155,857	414,009	131,759
Depreciation and amortization.....	283,360	132,539	256,286	125,275
Development expense.....	14,517	1,607	14,433	1,406
Corporate general and administrative expense.....	14,958	9,136	14,958	9,136
Total operating expenses.....	836,909	299,139	699,686	267,576
Loss from operations.....	(101,634)	(41,058)	(109,612)	(41,857)
Interest expense.....	(156,839)	(27,492)	(155,006)	(27,487)
Interest income and other, net.....	13,018	17,695	12,661	17,632
Interest income-TV Azteca, net of interest expense of \$1,047 in 2000..	12,679	1,856	12,679	1,856
Premium on note conversion.....	(16,968)		(16,968)	
Minority interest in net earnings of subsidiaries.....	(202)	(142)	(202)	(142)
Loss before income taxes and extraordinary losses.	<u>\$(249,946)</u>	<u>\$(49,141)</u>	<u>\$(256,448)</u>	<u>\$(49,998)</u>

	December 31, 2000	
	Consolidated	Restricted Group
(in thousands)		
Balance Sheet Data:		
Cash and cash equivalents.....	\$ 82,038	\$ 66,547
Property and equipment, net.....	2,296,670	2,013,270
Total assets.....	5,660,679	5,019,766
Long-term obligations, including current portion.....	2,468,223	2,355,911
Net debt(2).....	2,386,185	2,289,364
Total stockholders' equity.....	2,877,030	2,877,030

- (1) Corporate overhead allocable to Verestar, Inc. and interest expense related to intercompany borrowings to Verestar, Inc. (unrestricted subsidiary) have not been excluded from results shown for the restricted group.
- (2) Net debt represents long-term obligations, including current portion, less cash and cash equivalents.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS--(Continued)

16. SELECTED QUARTERLY FINANCIAL DATA (UNAUDITED)

Selected quarterly financial data for the years ended December 31, 2000 and 1999 is as follows:

	Three Months Ended			
	March 31,	June 30,	September 30,	December 31, (1)
	(in thousands, except per share data)			
2000:				
Operating revenues.....	\$115,517	\$167,047	\$208,958	\$243,753
Gross profit.....	(23,808)	(26,985)	(20,904)	(29,937)
Loss before extraordinary losses.....	(37,660)	(58,632)	(39,527)	(54,471)
Net loss.....	(41,998)	(58,632)	(39,527)	(54,471)
Basic and diluted loss per common share amounts:				
Loss before extraordinary losses.....	(\$0.24)	(\$0.36)	(\$0.22)	(\$0.30)
Net loss.....	(\$0.27)	(\$0.36)	(\$0.22)	(\$0.30)
1999:				
Operating revenues.....	\$ 42,408	\$ 59,153	\$ 67,539	\$ 88,981
Gross profit .....	(9,271)	(10,136)	(10,332)	(11,319)
Loss before extraordinary losses.....	(9,500)	(9,883)	(13,091)	(16,881)
Net loss.....	(9,500)	(9,883)	(13,091)	(18,253)
Basic and diluted loss per common share amounts:				
Loss before extraordinary losses.....	(\$0.07)	(\$0.06)	(\$0.08)	(\$0.11)
Net loss.....	(\$0.07)	(\$0.06)	(\$0.08)	(\$0.12)

- - - - -  
(1) During the fourth quarter of 2000 the Company recorded a specific charge for a bad debt reserve of approximately \$7.0 million.

\* \* \* \*

# EXHIBIT INDEX

Below are the exhibits which are included, either by being filed herewith or by incorporation by reference, as part of this Annual Report on Form 10-K. Exhibits are identified according to the number assigned to them in Item 601 of Regulation S-K. Documents that are incorporated by reference are identified by their Exhibit number as set forth in the filing from which they are incorporated by reference. With respect to documents filed under Exhibit 2, copies of schedules and exhibits have not been filed herewith, but will be furnished supplementally to the Commission upon request. The filings of the Registrant from which various exhibits are incorporated by reference into this Annual Report are indicated by parenthetical numbering which correspondence to the following key:

- (1) Quarterly Report Form 10-Q (File No. 001-14195) filed on August 16, 1999;
- (2) Registration Statement on Form S-3 (File No. 333-37988) filed on May 26, 2000;
- (3) Registration Statement on Form S-3 (File No. 333-89345) filed on October 20, 1999;
- (4) Current Report on Form 8-K (File No. 001-14195) filed on February 24, 2000;
- (5) Amendment No. 1 to Registration Statement on Form S-1 (File No. 333-50111) filed on May 8, 1998;
- (6) Amendment No. 2 to Registration Statement on Form S-1 (File No. 333-52481) filed on June 30, 1998;
- (7) Registration Statement on Form S-4 (File No. 333-70683) filed on January 15, 1999;
- (8) Amendment No. 1 to Current Report on Form 8-K (File No. 001-14195) filed on March 18, 1999.
- (9) Annual Report on Form 10-K (File No. 001-14195) filed on March 19, 1999;
- (10) Registration Statement on Form S-4 (File No. 333-46025) filed on February 10, 1998;
- (11) Current Report on Form 8-K (File No. 001-14195) filed on January 28, 2000;
- (12) Annual Report on Form 10-K (File No. 001-14195) filed on March 29, 2000;
- (13) Quarterly Report on Form 10-Q (File No. 001-14195) filed on August 14, 1998;
- (14) Current Report on Form 8-K (File No. 001-14195) filed on September 17, 1999;
- (15) Registration Statement on Form S-4 (File No. 333-39030) filed on August 31, 2000; and
- (16) Quarterly Report on Form 10-Q (File No. 001-14195) filed on November 13, 2000.

Exhibit No. -----	Description of Document -----	Exhibit File No. -----
2.1	Lease and Sublease by and among ALLTEL Communications, Inc. and the other entities named therein and American Towers, Inc. and American Towers Corporation, dated , 2000.....	Filed herewith as Exhibit 2.1
2.2	Agreement to Sublease by and among ALLTEL Communications, Inc. the ALLTEL entities and American Towers, Inc. and American Towers Corporation, dated December 19, 2000.....	Filed herewith as Exhibit 2.2
2.3	Build to Suit Agreement by and among ALLTEL Communications, Inc. the ALLTEL entities named therein, American Towers, Inc. and American Towers Corporation, dated December 19, 2000.....	Filed herewith as Exhibit 2.3
3.1	Restated Certificate of Incorporation, as amended, of the Company as filed with the Secretary of State of the State of Delaware on June 4, 1999.....	3(i)(1)
3.2	By-Laws, as amended as of March 15, 2001, of the Company.....	Filed herewith as Exhibit 3.2

Exhibit No. -----	Description of Document -----	Exhibit File No. -----
4.1	Indenture, by and between the Company and The Bank of New York as Trustee, for the 6.25% Convertibles Notes due 2009, dated as of October 4, 1999, including form of 6.25% Note.....	4.1(3)
4.2	Indenture by and between the Company and The Bank of New York as Trustee, for the 2.25% Convertibles Notes due 2009, dated as of October 4, 1999, including the form of 2.25% Note.....	4.2(3)
4.3	Form of 6.25% Note (included in Exhibit 4.1).....	4.1(3)
4.4	Form of 2.25% Note (included in Exhibit 4.2).....	4.4(3)
4.5	Registration Rights Agreement, by and between the Company and the Initial Purchasers named therein, dated as of October 4, 1999.....	4.5(3)
4.6	Indenture, by and between the Company and The Bank of New York as Trustee, for the 5.0% Convertibles Notes due 2010, dated as of February 15, 2000, including form of 5.0% Note.....	4.1(4)
4.7	Form of 5.0% Note (included in Exhibit 4.6).....	4.2(4)
4.8	Registration Rights Agreement, by and between the Company and the Initial Purchasers named therein, dated as of February 15, 2000.....	4.3(4)
4.9	Indenture, by and between the Company and The Bank of New York as Trustee, for the 9 3/8% Senior Notes due 2009, dated January 31, 2001, including the form of 9 3/8% Senior Note.....	Filed herewith as Exhibit 4.9
4.10	Registration Rights Agreement, by and between the Company and the Initial Purchasers named therein dated January 31, 2001.....	Filed herewith as Exhibit 4.10
10.1	American Tower Systems Corporation 1997 Stock Option Plan, dated as of November 5, 1997, as amended and restated on April 27, 1998.....	10.26(5)
10.1A	Amendment to the Amended and Restated American Tower Corporation 1997 Stock Option Plan as Amended and Restated on April 27, 1998.....	10.1A(12)*
10.2	American Tower Systems Corporation Stock Purchase Agreement, dated as of January 8, 1998, by and among ATC and the Purchasers.....	10.27(10)
10.3	Employment Agreement, dated as of January 22, 1998, by and between ATC by and between ATI and J. Michael Gearon, Jr.....	10.28(10)**
10.4	Letter of Agreement, dated as of April 13, 1998, by and between ATC and Douglas Wiest.....	10.22(7)**
10.5	ARS-ATS Separation Agreement, dated as of June 4, 1998 by and among American Radio Systems Corporation, ("ARS"), ATC and CBS Corporation.....	10.30(6)
10.6	Securities Purchase Agreement, dated as of June 4, 1998 by and among ATC, Credit Suisse First Boston Corporation and each of the Purchasers named therein.....	10.31(6)
10.7	Registration Rights Agreement, dated June 4, 1998, by and among ATC, Credit Suisse First Boston Corporation and each of the Parties named therein...	10.32(6)
10.8	Registration Rights Agreement, dated as of January 22, 1998, by and among ATC and each of the Parties named therein.....	10.3(13)

Exhibit No. -----	Description of Document -----	Exhibit File No. -----
10.9	Stock Purchase Agreement, dated as of February 4, 1999, by and among ATC and Credit Suisse First Boston Corporation.....	10.13(9)
10.10	Registration Rights Agreement, dated as of February 4, 1999, by and among ATC and Credit Suisse First Boston Corporation.....	10.14(9)
10.11	Amended and Restated Registration Rights Agreement, dated as of February 25, 1999, by and among ATC and each of the Parties named therein.....	10.1(8)
10.12	Agreement to Sublease, dated as of August 6, 1999, by and between AirTouch Communications, Inc., the other parties named therein as Sublessors, ATC and American Tower, L.P.....	10.1(1)
10.13	Stock Purchase Agreement, dated as of August 11, 1999, between ATC Teleports, Inc., ICG Holdings, Inc. and ICG Satellite Services.....	10.2(1)
10.14	Purchase and Sale Agreement, dated as of September 10, 1999, by and among ATC and AT&T Corp., a New York corporation.....	10.1 (14)
10.15	Amended and Restated Loan Agreement, dated as of January 6, 2000, among American Tower, L.P., American Towers, Inc. and ATC Teleports, Inc., as Borrowers and Toronto Dominion (Texas) Inc., as Administrative Agent, and the banks party thereto..	10.1 (11)
10.16	First Amendment and Waiver Agreement, dated as of February 9, 2000, by and among American Towers, L.P., American Towers, Inc., and ATC Teleports, Inc., as Borrowers and Toronto Dominion (Texas) Inc., as Administrative Agent, and the banks party thereto.....	10.1(16)
10.17	Second Amendment to Amended and Restated Loan Agreement, dated as of May 11, 2000, by and among American Towers, L.P., American Towers, Inc., and ATC Teleports, Inc., as Borrowers and Toronto Dominion (Texas) Inc., as Administrative Agent, and the banks party thereto.....	10.2(16)
10.18	Waiver and Third Amendment to Amended and Restated Loan Agreement, dated as of October 13, 2000, by and among American Towers, L.P., American Towers, Inc., and ATC Teleports, Inc., as Borrowers and Toronto Dominion (Texas) Inc., as Administrative Agent, and the banks party thereto.....	10.3(16)
10.19	ATC Teleports Corporation 1999 Stock Option Plan...	10.16(12)*
10.20	American Tower Corporation 2000 Employee Stock Purchase Plan.....	10.18(12)*
10.21	Purchase Agreement, dated as of January 24, 2001, by and among the Company and the Purchasers named therein with respect to the 93/8% Senior Notes.....	Filed herewith as Exhibit 10.21
12	Statement Regarding Computation of Ratios of Earnings to Fixed Charges.....	Filed herewith as Exhibit 12
21	Subsidiaries of ATC.....	Filed herewith as Exhibit 21
23	Independent Auditors' Consent--Deloitte & Touche LLP.....	Filed herewith as Exhibit 23

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\* Compensatory Plan  
\*\* Management Contract



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LEASE AND SUBLEASE

by and among

ALLTEL COMMUNICATIONS, INC.

and

THE OTHER ALLTEL ENTITIES NAMED HEREIN

and

AMERICAN TOWERS, INC.

and

AMERICAN TOWER CORPORATION

Dated \_\_\_\_\_, 2001

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LEASE AND SUBLEASE

THIS LEASE AND SUBLEASE is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2001 (this "Sublease"), by and among ALLTEL COMMUNICATIONS, INC., a Delaware corporation ("ALLTEL Inc.") and the other entities listed under the heading "ALLTEL Entities" on the signature pages hereto (ALLTEL Inc. and the ALLTEL Entities (as defined below) being each referred to herein individually as "ALLTEL," and collectively as the "ALLTEL Companies"), and AMERICAN TOWERS, INC., a Delaware corporation ("ATC") and AMERICAN TOWER CORPORATION, a Delaware corporation ("ATC Parent").

In consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties to this Sublease agree as follows:

Section 1. Definitions. For purposes of this Sublease, the following capitalized terms have the following respective meanings:

"Action" means any action, suit, litigation, complaint, counterclaim, petition, mediation contest or administrative proceeding, whether at law, in equity, in arbitration or otherwise, and whether conducted by or before any Governmental Authority or other Person.

"Additional ALLTEL Equipment" means additional equipment or modifications installed or performed after the Effective Date (i) to be installed at the Reserved Space that exceeds the ALLTEL Maximum Equipment, (ii) to be installed at the Microwave Reserved Space that exceeds the Microwave Equipment, or (iii) to be installed at a location at the Site other than the Reserved Space (as modified or expanded from time to time in accordance with this Sublease) or Microwave Reserved Space, subject to Sections 8, 10 and 13 and Exhibit 4.

"Additional ALLTEL Maintenance Charge" has the meaning given to such term in Section 8(b) of Exhibit 4.

"Additional ALLTEL Space" means Available Space at the Site (including, without limitation, the Land, Site Improvements or the Tower) upon which ALLTEL installs or intends to install Additional ALLTEL Equipment pursuant to which the associated portion of the Subleased Property shall revert to ALLTEL as a reservation and shall no longer be part of the Subleased Property and Subleasehold Estate pursuant to a mutual execution of an amendment to the applicable Site Designation Supplement for the associated Site in accordance with Section 8(b) of Exhibit 4.

"Affiliate(s)" or "Affiliated" of a Person means any Person which, whether directly or indirectly, Controls, is Controlled by or is under common Control with the subject Party.

"Affiliate Assignee" means, with respect to any Person, any other Person directly or indirectly controlled by, controlling or under common control with such first Person. For the purposes of this definition only, control of any Person means ownership, directly or indirectly, of 50% or more of the voting stock of such Person, if a corporation, and ownership of 50% or more

of the equity or beneficial interest in any other Person and the general partner of any Person who is a partnership will be deemed to control such Person.

"Aggregate Interest Accrual Amount" shall mean an amount equal to the sum of each Interest Accrual Amount.

"Agreement to Sublease" means that certain Agreement to Sublease dated December 19, 2000 by and among ATC, ATC Parent and the ALLTEL Companies.

"ALLTEL" has the meaning given to such term in the preamble and shall mean one, some or all of the ALLTEL Companies, as the context may require.

"ALLTEL Companies" has the meaning given to such term in the preamble.

"ALLTEL Entities" means those partnerships and corporations that are listed on Exhibit 5 attached hereto and which (i) are signatories to this Sublease as

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of the Initial Closing Date or (ii) have joined in the execution and delivery of this Sublease by executing and delivering to ATC and ALLTEL Inc. a Joinder to Agreement in the form attached hereto as Exhibit 1 in accordance with the terms

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and conditions of the Agreement to Sublease. This Sublease shall automatically be deemed amended to include any of the ALLTEL Entities that executes and delivers to ATC and ALLTEL Inc. within the time frame set forth above a Joinder to Agreement in the form attached hereto as Exhibit 1 without any other action

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or approval of any other Party hereto.

"ALLTEL Equipment" means each of the following, if any, owned by and used exclusively for the benefit of ALLTEL or its Affiliates and located on the Land, the Site Improvements or Tower portion of the Reserved Space as of the Effective Date, including without limitation (i) antennas, lines, waveguides, Platforms, moment arms and other ancillary antenna equipment, (ii) equipment shelters, equipment buildings, equipment shelters and other constructions (excluding any such construction which is used as of the Effective Date by a Third Party Tenant), (iii) generators and associated fuel tanks, (iv) grounding rings for ALLTEL's equipment shelters and antenna equipment, (v) connections for utilities service from the meter to such equipment building, shelter or cabinets, (vi) one or more foundations, concrete equipment pads or raised Platforms for such equipment shelters, buildings and constructions, and (vii) global positioning system equipment. The ALLTEL Equipment is subject to expansion, modification or replacement after the Effective Date in accordance with Section 8. With respect to any Zoned Sites, ALLTEL Equipment shall include all of the above items that are located on the Zoned Site and used exclusively by ALLTEL as of the date ALLTEL designates such Site as an "Included Site" in accordance with the Agreement to Sublease and that otherwise satisfy the criteria to be included in the ALLTEL Equipment. ALLTEL Equipment shall exclude the Lighting and Monitoring Equipment.

"ALLTEL Guarantors" means, individually and in the aggregate, ALLTEL Inc. and those Affiliates of ALLTEL Inc. listed under the heading "ALLTEL Guarantors" on the signature pages hereto, each of whom have agreed to jointly and severally guarantee the obligations of ALLTEL under this Agreement in accordance with the terms and conditions set forth in Section 34.

"ALLTEL Inc." has the meaning given to such term in the preamble.

"ALLTEL Indemnatee" means ALLTEL, its Affiliates and the respective directors, officers, members, partners, employees, representatives and agents of ALLTEL or any ALLTEL Affiliate (excluding ATC, its Affiliates and any of their agents).

"ALLTEL Maximum Equipment" means the physical locations (subject to ALLTEL's Right of Substitution), vertical Tower dimensions, Tower capacity effect, and windload effect on the Tower (prior to any expansions, modifications or additions by ATC or any of its Affiliates) and other space at a Site exclusively utilized by ALLTEL Equipment as of the Effective Date, but excluding any Microwave Equipment; provided, however, that in no event shall the ALLTEL Equipment installed on a Zoned Site exceed the specifications set forth in Section 8(a)(vi)(A) of Exhibit 4. ALLTEL Maximum Equipment shall be subject to decreases pursuant to the exercise of certain Right of Substitutions as set forth in Section 8(a)(ii) of Exhibit 4.

"ALLTEL Obligation" has the meaning given to such term in Section 34(a).

"ALLTEL Permitted Use" means use of the Reserved Space of each Site and, if applicable, Additional ALLTEL Space and/or Microwave Reserved Space, for the purposes of operating and maintaining the wireless communication services contemplated by the ALLTEL Equipment, Microwave Equipment and/or Additional ALLTEL Equipment as set forth in the applicable Site Designation Supplement, as amended from time to time in accordance with the terms and conditions of this Sublease.

"ALLTEL Work" has the meaning given such term in Section 13.

"Annual Escalator" has the meaning given such term in Section 11(c).

"ATC" has the meaning given to such term in the preamble.

"ATC Class A Common Stock" means the Class A Common Stock of ATC Parent, par value \$0.01 per share (as adjusted for stock splits, dividends and other events pursuant to Section 31(g)).

"ATC Improvements" means such equipment, alterations, replacements, modifications, additions and improvements as may, from time to time, be installed on or made to all or any component of a Site (including the Land and the Tower) by ATC or any of its Affiliates, pursuant to Section 10 and 12, including, without limitation, additional shelters, Towers, buildings and utilities services.

"ATC Indemnitees" means ATC, its Affiliates and the respective directors, officers, members, partners, employees, representatives and agents of ATC or its Affiliates.

"ATC Loan Agreement" means the Amended and Restated Loan Agreement, by and among certain Subsidiaries of ATC Parent, the Financial Institutions named therein and the

Agents named therein, dated as of January 6, 2000, as heretofore amended, and as from time to time hereafter amended, modified, extended, restated or refunded.

"ATC Obligation" has the meaning given to such term in Section 33(a).

"ATC Parent" has the meaning given to such term in the preamble.

"ATC's Permitted Use" means use of the Subleased Property of each Site in accordance with the terms and conditions of this Sublease (i) for the purposes of constructing, installing, operating, managing, maintaining and marketing the Site, Tower(s) and Site Improvements thereof and making further ATC Improvements to such Site and expansions and modification to the applicable Ground Lease and Tower in furtherance thereof, and (ii) by Third Party Tenants and ALLTEL with respect to Additional ALLTEL Space, and the right to use by Third Party Tenants of any portions of the Subleased Property of each Site as are reasonably necessary for operation of the Third Party Tenant Property.

"ATC Work" has the meaning given such term in Section 12(g).

"Available Space" means, as to any Site, a Tower location, a portion of the Land, a portion of the Site Improvements or any other portion, space or area of such Site that is available for further sublease by ATC to any Third Party Tenant or ALLTEL and its Affiliates with respect to Additional ALLTEL Space and all rights appurtenant to such portion, space or area. For the purposes of this definition, the determination of "availability" of Available Space shall be based on adequate existing Tower, Site Improvements, building and ground space capacity available at the Site, at no additional direct, out-of-pocket cost to ATC, after giving effect to any then-existing Third Party Tenants, reservations, pending applications, setback requirements and third party (nongovernmental) consents required, if any.

"Award" means any amounts paid, recovered or recoverable as damages, compensation or proceeds by reason of any taking on account of a Taking, including all amounts paid pursuant to any agreement with any Governmental Authority which has been made in settlement or under threat of any such Taking, less the reasonable costs and expenses incurred in collecting such amounts.

"BTS Site(s)" shall have the meaning ascribed to such term in the MLA.

"Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close in Arkansas or Massachusetts.

"Capitalization Event" shall have the meaning set forth in Section 31(g).

"Claims" means any and all debts, liabilities, obligations, losses, damages, deficiencies, assessments and penalties, together with all Actions, pending or, to a Party's knowledge, 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.

"Code" means the Internal Revenue Code of 1986, and the rules and regulations 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.

"Communications Equipment" means, collectively or individually, as applicable ALLTEL Equipment, Microwave Equipment, Additional ALLTEL Equipment or Third Party Tenant Property.

"Contract" or "Contractual Obligation" shall mean any agreement, arrangement, commitment, contract, covenant, indemnity, undertaking or other obligation or liability to which ALLTEL or ATC, as applicable, is a party or to which it or any of the Subleased Property is subject.

"Control" (including the terms "controlled," "controlled by" and "under common control with") means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management or policies of a Person, or the disposition of such Person's assets or properties, whether through the ownership of stock, equity or other ownership, by contract, arrangement or understanding, or as trustee or executor, by contract or credit arrangement or otherwise. The sole general partner of any Person that is a partnership will be deemed to control such Person and sole manager of any Person that is a limited liability company shall be deemed to control such Person.

"CPI" means the Consumer Price Index for all Consumers, U.S., City Average (1982-84 = 100) All Items Index, published by the Bureau of Labor Statistics, United States Department of Labor. If the CPI shall cease to be compiled and published at any time during the term of this Sublease, but a comparable successor index is compiled and published by the Bureau of Labor Statistics, United States Department of Labor, the adjustments to the Site Maintenance Charge and the Additional ALLTEL Maintenance Charge provided for in Sections 8, 11 and Exhibit 4, if any, shall be computed according to such successor index, with appropriate adjustments in the index to reflect any differences in the method of computation from the CPI. If the CPI is discontinued or revised, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as if the CPI had not been discontinued or revised.

"CPI Change" means an increase, if any, but not decrease (expressed as a positive but not negative percentage) in the most recently published CPI as of January 1 of the applicable Sublease Year, from the CPI published for January 1 of the immediately preceding Sublease Year. In the event that CPI decreases (expressed as a negative percentage), then CPI Change shall be zero.

"Date of Taking" means the earlier of the date upon which title to applicable Site, or any portion thereof, subject to a Taking is vested in the condemning Governmental Authority, or the date upon which possession of such Site or portion thereof is taken by the condemning Governmental Authority.



"Day" or "days" means a calendar day unless specifically stated to be a Business Day.

"Default Notice" has the meaning given to such term in Section 5(d).

"Economic Offer" has the meaning given such term in Section 8(a)(viii) of Exhibit 4.

"Effective Date" means December 19, 2000.

"Emergency" means any event that causes, has caused or is likely to cause (i) any bodily injury, personal injury or property damage; (ii) the suspension, revocation, termination or any other material adverse effect as to any licenses and/or permits; (iii) any material adverse effect on the ability of Third Party Tenants, ALLTEL or its Affiliates to operate Communications Equipment or ATC to operate the Site; or (iv) the imposition of a material fine, penalty or levy due to the failure of a Party to comply with the provisions of Section 16.

"Environmental Conditions" means, as to each Site, any conditions or circumstances, including without limitation, the presence of any unregistered above or below ground storage tank for Hazardous Materials or the presence of Hazardous Materials, that (i) require abatement or correction under the Environmental Laws, (ii) give rise to any civil or criminal liability under any Environmental Law relating to the use or occupancy of any Site or (iii) constitute a public or private nuisance.

"Environmental Law" shall mean any Law relating to or otherwise imposing Liability or standards of conduct concerning pollution or protection of the environment, including without limitation Laws relating to Releases or threatened Releases of Hazardous Materials or other chemicals or industrial pollutants, substances, materials or wastes into the environment (including, without limitation, ambient air, surface water, ground water, mining or reclamation or mined land, land surface or subsurface strata), Environmental Conditions, or otherwise relating to the manufacture, processing, generation, distribution, use, treatment, storage, disposal, cleanup, transport or handling of Hazardous Materials and other pollutants, contaminants or chemicals. Environmental Laws shall include without limitation the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 6901 et seq.) ("CERCLA"), the Hazardous Material Transportation Act (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.), the National Historic Preservation Act (16 U.S.C. Section 470 et seq.), the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.) and the Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. Section 1201 et seq.), and any analogous Laws and the rules and regulations promulgated thereunder all as from time to time in effect, and any reference to any statutory or regulatory provision shall be deemed to be a reference to any successor statutory or regulatory provision.

"Escalation Date" means, for the purposes of determining the annual calendar day upon which certain rates under this Agreement shall increase by the Annual Escalator during the Term,

that specific calendar date that is determined after the Final Closing Date (as such term is defined in the Agreement to Sublease) as follows: the first day of the calendar month immediately following the Site Commencement Date of the numerical median Site for which a Site Designation Supplement was entered into hereunder.

"Excluded Assets" means all right, title and interest of ALLTEL or its Affiliates in and to the following assets: (i) so long as ALLTEL's right to use the Reserved Space, Microwave Reserved Space or Additional ALLTEL Space shall not have terminated hereunder, the Reserved Space and, if applicable, the Microwave Reserved Space and Additional ALLTEL Space, (ii) the ALLTEL Equipment, Microwave Equipment and any Additional ALLTEL Equipment, including, without limitation, any equipment or transmission systems used for remote monitoring of the ALLTEL Equipment, Microwave Equipment and any Additional ALLTEL Equipment (other than the Lighting & Monitoring Equipment), (iii) any Governmental Authorizations relating exclusively to the ALLTEL Equipment, Microwave Equipment and any Additional ALLTEL Equipment, including, without limitation, FCC Authorizations, (iv) all Claims under insurance policies of ALLTEL or its Affiliates or Claims for refunds and/or credits for Taxes for periods ending on or prior to the Site Commencement Date for any Site, (v) Intellectual Property of ALLTEL and its Affiliates, including network design and configuration, (vi) any receivables under Existing Tenant Leases arising on or prior to the applicable Site Commencement Date, and (vii) any phone lines (including, without limitation, T1 lines) or other Non-Wireless Assets on a Site.

"Existing Tenant Lease" means, with respect to any Site, any sublease, license, lease or other agreement for use of a Tower location and other space on such Site between ALLTEL and any other Person (other than any Affiliate of ALLTEL) that is in effect as of the applicable Site Commencement Date and assigned to or purported to be assigned to ATC effective as of the Site Commencement Date pursuant to the Agreement to Sublease.

"Expansion Rights" means ALLTEL's rights pursuant to Section 8(a) of Exhibit 4.

"FAA" means the United States Federal Aviation Administration or any successor Governmental Authority.

"FCC" means the United States Federal Communications Commission or any successor Governmental Authority.

"FCC Authorizations" means all licenses, franchises, permits, authorizations or approvals issued by the FCC or any other Governmental Authority to ALLTEL or any of its Affiliates to construct, own and operate wireless communications services, including without limitation all associated microwave facilities, and all construction permits that have been applied for to the FCC or issued by the FCC to ALLTEL or any of its Affiliates with respect to construction of wireless communications systems and related stations and facilities, other than FCC 854 Antenna Structure Registrations.

"Governmental Authority(ies)" means any nation or government, any state, province or other political subdivision thereof, any entity exercising executive, legislative, judicial,

regulatory or administrative functions of or pertaining to government, or any entity statutorily empowered to exercise condemnation authority.

"Governmental Authorizations" shall mean all approvals, concessions, consents, franchises, licenses, permits, plans, registrations and other authorizations of all Governmental Authorities, in connection with the ownership or operation of Sites (other than Ground Leases).

"Ground Lease" means, as to a Leased Site, the ground lease, easement, right of way, or other right of use agreement or authorization, pursuant to which ALLTEL holds a leasehold interest, leasehold estate, or other real property possessory or right of use interest (other than fee simple title), as amended, extended or modified from time to time in accordance with Section 5(c).

"Ground Lessor" means, as to a Leased Site, the "grantor" or "lessor" or "landlord" under the related Ground Lease.

"Ground Rents" means, as to any Site, all rents, fees and other charges payable by an ALLTEL Company to the Ground Lessor under the Ground Lease for such Site, subject to Section 11(f).

"Hazardous Materials" means and includes any substance, material, waste, constituent, compound, chemical, natural or man-made element or force (in whatever state of matter): (a) the presence of which requires investigation or remediation under any Environmental Law; (b) that is defined as a "hazardous waste" or "hazardous substance" or "hazardous material" under any Environmental Law; (c) that is toxic, explosive, corrosive, etiologic, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is regulated by any applicable Governmental Authority or subject to any Environmental Law; (d) the presence of which on the real property owned or leased by such Person poses or threatens to pose a hazard to the health or safety of persons on or about any such real property; or (e) that contains gasoline, diesel fuel or other petroleum hydrocarbons, or any byproducts or fractions thereof, natural gas, polychlorinated biphenyls ("PCBs") and PCB-containing equipment, radon or other radioactive elements, ionizing radiation, electromagnetic field radiation and other nonionizing radiation, sonic forces, lead, asbestos or asbestos-containing materials or urea formaldehyde foam insulation.

"Intellectual Property" means all of ALLTEL's and its Affiliates' rights in and to, (a) copyrights, patents, trademarks, trade names, service marks, URLs and applications for the foregoing, and software, firmware, trade secrets, proprietary technologies, know-how, inventions, processes and formulas (secret or otherwise, whether patentable or unpatentable and whether or not reduced to practice), (b) all applications, registrations, renewals in connection with the foregoing, and all improvements and goodwill associated therewith; and (c) all copies and tangible embodiments thereof (in whatever form or medium) provided, however, that notwithstanding the foregoing, Intellectual Property shall not include, and the Subleased Property shall include, the Required Co-Location Documents, the Tower File Data and the Required Oasis Information (as such terms are defined in the Agreement to Sublease), it being understood that

both ALLTEL and ATC shall have the right to have copies of and to use the Required Co-Location Documents, the Tower File Data and the Required Oasis Information

"Interest Accrual Amount" shall mean, for each Capitalization Event that caused shares of ATC Class A Common Stock (or other securities or non-cash property into which such ATC Class A Common Stock was previously converted) to be converted into cash, an amount equal to interest at the rate of ten percent (10%) per annum, compounded annually from the date of such Capitalization Event through the Purchase Option Trigger Date based upon the cash realized upon such Capitalization Event for each Purchase Option Site.

"Land" means, as to each Site, the land constituting such Site, together with all easements and other rights appurtenant thereto.

"Laws" means (a) all administrative, judicial, legislative or other actions, codes consent decrees, constitutions, decrees, directives, enactments, laws, injunctions, judgments, orders, ordinances, promulgations, regulations, requirements, rules, rules of law, rules of settlement agreements, statutes or writs of any Governmental Authority, domestic or foreign, (b) the common law, or other legal precedent, or (c) all arbitrator's, mediator's or referee's awards, final, binding and nonappealable decisions, findings or recommendations.

"Leased Site" means a Site as to which ALLTEL holds a leasehold interest, leasehold estate or other real property possessory or right of use interest (other than fee simple title) in the Land, which is part of such Site pursuant to a Ground Lease.

"Liens" means, as to each Site, an interest or a claim by a Person other than ALLTEL or any of its Affiliates, whether such interest or claim is based on the common law, statute or contract, including, without limitation, liens, charges, Claims, leases, licenses, Mortgages, conditional agreements, title retention agreements, preference, priority or other security agreements or preferential arrangements of any kind, reservations, easements, exceptions, encroachments, covenants, conditions, restrictions, Tax liens and other title exceptions and encumbrances affecting all or any part of the Land, the Tower or Site Improvements thereof.

"Lighting and Monitoring Control Devices" has the meaning given such term in Section 16(a)(vi)(B).

"Lighting and Monitoring Equipment" has the meaning given such term in Section 16(a)(vi).

"Loss and Expense" means any and all damages, losses, deficiencies, penalties, fines, judgments, liabilities, costs, Taxes and expenses, including reasonable attorneys' fees and amounts paid in settlements.

"Microwave Equipment" means microwave antenna equipment owned and exclusively used by ALLTEL that is installed and operating as of the Effective Date at a Site.

"Microwave Reserved Space" means, as to each Site, subject to the applicable terms and conditions of this Sublease the physical location on the Tower, vertical Tower space, Tower

capacity and windload effect on a Tower required by and used exclusively by ALLTEL for ALLTEL's Microwave Equipment, all as specifically described in the applicable Site Designation Supplement, as amended from time to time in accordance with this Sublease. So long as the reservation by ALLTEL of the Microwave Reserved Space shall be effective pursuant to the terms hereof, ALLTEL shall have (i) an appurtenant right of nonexclusive use of the portion of the Site commonly used by ALLTEL, ATC and Third Party Tenants during the term of this Sublease consisting of parking spaces, access roads, and walkways, and (ii) an appurtenant, nonexclusive right of use of any utility or access easements or rights of way associated with the Site, and (iii) any and all other appurtenant rights reasonably inferable to permit ALLTEL's full use and enjoyment of the Microwave Reserved Space, including all appurtenant rights described in Section 7, subject to Section 10(e).

"Microwave Site(s)" has the meaning given such term in the Agreement to Sublease.

"MLA" means that certain Master Tower Space License Agreement dated December 19, 2000 between an Affiliate of ATC and ALLTEL Inc.

"Mortgage" means, as to any Site, any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or encumbrance against, the Land or Improvements on such Site as security for any debt, whether now existing or hereafter arising or created.

"Mortgagee" means, as to any Site, the holder of any Mortgage, together with the heirs, legal representatives, successors, transferees and assigns of the holder.

"NDA" means a nondisturbance, subordination and attornment agreement executed between a Mortgagee and ATC.

"Non-Wireless Assets" shall mean the following improvements or assets that are associated with the non-wireless telecommunications operations of ALLTEL or its Affiliates: (i) underground telecommunication cables, conduits or other assets of ALLTEL and its Affiliates in such locations existing as of the Effective Date, and (ii) associated manholes, markers and surface testing terminals and any regeneration huts or other above-surface improvements or assets existing upon, over and under the Land as of the Effective Date.

"Owned Site" means a Site with respect to which ALLTEL now or hereinafter owns fee simple title in the Land which is part of the Site.

"Part 15" has the meaning given to such term in Section 15(f).

"Party" means each of the ALLTEL Companies, on the one hand, and ATC and ATC Parent, on the other hand, as appropriate.

"Parties" means ALLTEL Companies, ATC and ATC Parent together.

"Permitted Liens" means, as to each Site: (i) Permitted Subleasehold Mortgages of ATC's Subleasehold Estate in such Site, Tower or Site Improvements thereof; (ii) Third Party Tenants' sublease interests in the certain space subleased to such Third Party Tenant at such Site

in accordance with this Sublease; (iii) Liens existing immediately prior to the Site Commencement Date for such Site; (iv) Liens arising by, through or under ALLTEL or its Affiliates on the Reserved Space, Microwave Reserved Space, Additional ALLTEL Space, ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment that are subject to and subordinate to this Sublease and the purchase option contained herein; (v) Liens for taxes not yet due and payable or which are being contested in good faith and in accordance with the provisions of Section 35; (vi) mechanics' liens for amounts which are not more than 30 calendar days over due; and (vii) any easement, right-of-way and similar encumbrances (but excluding any Liens securing indebtedness or that are monetary in nature) granted after the Site Commencement Date for any Site with the consent of the Parties hereto, which consent shall not be unreasonably withheld, conditioned or delayed, provided that such encumbrance does not have a material adverse effect on the value, use or enjoyment of such Site or the Reserved Space or Microwave Reserved Space; provided, however, that in no event shall Permitted Liens include any Liens arising by, through or under ALLTEL or its Affiliates affecting any of the Towers, Subleased Property or Sites (other than the Reserved Space, Microwave Reserved Space, Additional ALLTEL Space, ALLTEL Equipment, Microwave Equipment, or Additional ALLTEL Equipment) securing the debt of any of the ALLTEL Companies (or any of their Affiliates) or otherwise for the benefit of any creditor of any ALLTEL Company (or any of their Affiliates).

"Permitted Subleasehold Mortgage" means a mortgage, deed of trust, trust deed, deed to secure debt or other like security instrument for the benefit of a Permitted Subleasehold Mortgagee.

"Permitted Subleasehold Mortgagee" means (a) ATC's lenders (and their assigns), under the ATC Loan Agreement, or (b) a Mortgagee that has assets at the time of the execution of the Permitted Subleasehold Mortgage together with its Affiliates of not less than \$2 billion, and is (i) a national bank, (ii) a commercial, national or state savings bank or trust company, (iii) an investment or merchant bank, (iv) a foreign bank authorized to make loans in the United States, (v) a charitable foundation, (vi) a real estate investment fund, (vii) an insurance company, (viii) a credit company, (ix) a pension or retirement fund or a fund which, in turn, is funded substantially by a pension or retirement fund, (x) a real estate investment trust, (xi) a venture capital firm, (xii) a mortgage banking house, (xiii) an international bank or investment company, or (xiv) any other institutional lender performing lending functions similar to any of the foregoing.

"Permitted Use" means, collectively, ATC Permitted Use and ALLTEL Permitted Use.

"Person" means an individual, partnership, joint venture, limited liability company, association, corporation, trust or any other legal entity.

"Platform" means a platform or mount upon which any of the ALLTEL Equipment, Additional ALLTEL Equipment or Microwave Equipment is attached to the Tower .

"Pre-Existing Condition" shall mean, with respect to any Site (or any portion thereof, including without limitation, any Land, ALLTEL Equipment, Microwave Equipment, Additional ALLTEL Equipment, Tower or other Site Improvement), any act, action, activity, circumstance, condition, event, fact, failure to act, incident, omission, or practice, or any set or combination of

any of the foregoing, that occurred or failed to occur on or prior to, or existed as of, the Site Commencement Date of such Site.

"Pre-Existing Tenant" means, as to any Site, any Person (other than ALLTEL and its Affiliates), which is a "sublessee" or "lessee" or "licensee" under an Existing Tenant Lease affecting such Site as of the applicable Site Commencement Date.

"Pre-Existing Use" has the meaning given such term in Section 15(a).

"Proceeds" means all insurance moneys recovered or recoverable by ATC or ALLTEL as compensation for casualty damage to any Site (including the Tower and Site Improvements thereof).

"Purchase Option Closing Date" means, with respect to any Purchase Option Site, the date upon which ATC acquires such Site pursuant to the exercise of the purchase option set forth in Section 31.

"Purchase Option Consideration" means, with respect to all of the Purchase Option Sites subject to a particular Purchase Option Closing Date, the aggregate of the Purchase Option Purchase Price for all such included Purchase Option Sites.

"Purchase Option Exercise Date" means, with respect to any Purchase Option Site, the date on which ATC delivers its written notice to ALLTEL evidencing its election to purchase the applicable Purchase Option Sites pursuant to Section 31(a).

"Purchase Option Floor" means (i) with respect to each Purchase Option Site (other than Microwave Sites) Forty-Two Thousand Eight Hundred Forty-Four and No/100 Dollars (\$42,844.00), or (ii) with respect to Purchase Option Sites that are Microwave Sites, such amount determined by the Parties pursuant to Section 4.6(e) of the Agreement to Sublease and set forth in the applicable Site Designation Supplement.

"Purchase Option Price" means, with respect to each Purchase Option Site, either, in ALLTEL's sole discretion, (a) (i) with respect to each Purchase Option Site that is not a Microwave Site, seven hundred sixty-nine (769) shares of ATC Class A Common Stock (based on \$27,500.00 divided by \$35.75 per share), or (ii) with respect to Purchase Option Site that are Microwave Sites, such number of shares of ATC Class A Common Stock determined by the Parties pursuant to Section 4.6(e) of the Agreement to Sublease and set forth in the applicable Site Designation Supplement (each as thereafter adjusted for stock splits, dividends, and other events pursuant to Section 31(g)), or (b) the Purchase Option Floor. ALLTEL shall notify ATC of its election (which election must be the same option with respect to all of the Purchase Option Sites subject to a particular Purchase Option Closing Date) by delivering written notice of its election no later than 20 business days following its receipt of ATC's written notice of its election to exercise its purchase option pursuant to Section 31 during the Purchase Option Window Period.

"Purchase Option Site" means any Site that continues to be leased or subleased by ATC pursuant to this Sublease on the Purchase Option Exercise Date and the Purchase Option Closing Date.

"Purchase Option Trigger Date" means, as to any Purchase Option Site, the fifteenth anniversary of the applicable Site Commencement Date for such Site.

"Purchase Option Window Period" means, with respect to any Purchase Option Site, the period commencing on the day 150 days prior to the Purchase Option Trigger Date and ending on the day 90 days prior to the Purchase Option Trigger Date.

"Release" shall have the meaning given to such term, or any term of similar import, in the Environmental Laws, including, without limitation, Section 101(14) of CERCLA.

"Removable Equipment" means (i) any Microwave Equipment (x) that is owned or operated by ALLTEL and located within the Microwave Reserved Space on a Tower at a Site, and (y) that ceases to be in current activation and operation by ALLTEL (and is not removed at the sole election of ALLTEL prior to such time) at any date from or after the Effective Date and for which ALLTEL does not intend to resume use thereof within six (6) months thereafter.

"Rent" has the meaning given such term in Section 11(c).

"Reserved Space" means, as to each Site, subject to the applicable terms and conditions of this Sublease the portion of the Land, the Tower and Site Improvements, or other portion, areas or space at such Site reserved for ALLTEL's exclusive use and occupancy, as follows and all as specifically described in the applicable Site Designation Supplement, as amended from time to time in accordance with this Sublease: (a) the physical location, vertical Tower space, Tower capacity and windload effect on a Tower required by the ALLTEL Maximum Equipment and (b) the physical location at the Site where equipment shelters, buildings, cabinets, generator, fuel tanks and other ALLTEL Equipment are located. So long as the reservation by ALLTEL of the Reserved Space shall be effective pursuant to the terms hereof, ALLTEL shall have (i) an appurtenant right of nonexclusive use of the portion of the Site commonly used by ALLTEL, ATC and Third Party Tenants during the term of this Sublease consisting of parking spaces, access roads, and walkways, (ii) an appurtenant, nonexclusive right of use of any utility or access easements or rights of way associated with the Site, and (iii) any and all other appurtenant rights reasonably inferable to permit ALLTEL's full use and enjoyment of the Reserved Space, including all appurtenant rights described in Section 7, subject to Section 10(e). Reserved Space may be expanded, terminated, modified or reduced pursuant to an amendment of the Site Designation Supplement in accordance with this Sublease, including, without limitation, Sections 8, 9, 15 and 31 and Exhibit 4.

"Restoration" or "Restore" means, as to a Site that has suffered casualty damage, such restoration, repairs, replacements, rebuilding, changes and alterations, including the cost of temporary repairs for the protection of such Site, or any portion thereof, pending completion thereof, required to restore the applicable Site (including the Tower and Site Improvements thereon) to a condition which is at least as good as the condition that existed immediately prior to



such damage, and such other changes or alterations as may be reasonably acceptable to ALLTEL and ATC or required by Law.

"Return" means any report, return, statement, estimate, declaration, form or other information required to be supplied to a taxing authority in connection with any Taxes.

"Right of First Refusal" means the right of ALLTEL, exercisable in its sole discretion, to sublease any Available Space from ATC pursuant to Section 8(a)(viii) of Exhibit 4.

"Right of Substitution" means the right of ALLTEL, exercisable in its sole discretion, to substitute the Reserved Space of any Tower for an Available Space on such Tower by relocation of the ALLTEL Equipment on such Tower to such Available Space, all pursuant to Section 8 and Exhibit 4.

"Securities Act" means the Securities Act of 1933, as amended, or any successor Law.

"SEC" means the Securities and Exchange Commission or any successor Government Authority.

"Site" means any site now or hereafter subject to this Sublease pursuant to a Site Designation Supplement with respect thereto. Reference to a Site shall include the Land, the Tower, and the Site Improvements, but shall not include Communications Equipment thereon.

"Site Commencement Date" means the date on which the Term of this Sublease commences as to such Site, which shall be the applicable Closing Date (as such term is defined in the Agreement to Sublease) and set forth in the applicable Site Designation Supplement with respect to each Site.

"Site Designation Supplement" means, as to any Site, a supplement to this Sublease completed and executed by the applicable ALLTEL Company or ATC or its Affiliate, in the form of Exhibit 2 attached hereto, pursuant to which such Site

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is made subject to this Sublease.

"Site Expiration Date" means, with respect to any Site, the earlier to occur of (a) with respect to Leased Sites only, the expiration of the relevant Ground Lease (as the same may be extended or renewed pursuant to the terms hereof), (b) the Purchase Option Closing Date, or if the purchase option under Section 31 is not exercised, the Purchase Option Trigger Date, or (c) any date on which this Sublease may terminate with respect to such Site in accordance with the provisions of this Sublease.

"Site Improvements" means, as to each Site, all (i) commonly used buildings, shelters or huts, if any, (ii) grounding rings, (iii) fencing, (iv) signage, (v) connections for utility service, (vi) access roads, and (vii) such other equipment, property and materials as may be installed on or made to all or any component of a Site as of the Site Commencement Date, other than Communications Equipment. Site Improvements also include ATC Improvements made by ATC, from time to time, from and after the Site Commencement Date pursuant to Section 10.

"Site Maintenance Charge" has the meaning given to such term in Section 11(b).

"Sublease" means this Lease and Sublease, together with any and all Exhibits, Schedules and attachments hereto, as the same may hereafter be modified and amended, including, without limitation, pursuant to Site Designation Supplements.

"Sublease Year" means, with respect to any Site, each succeeding calendar year period during the term of this Sublease.

"Subleased Property" means each Site that is now or hereafter leased or subleased by ATC pursuant to this Sublease, including the Land, Tower and Site Improvements comprising a portion thereof and any Lighting and Monitoring Equipment, less and except Excluded Assets and Third Party Tenant Property on such Site. The Subleased Property constitutes a leasehold interest in each Owned Site subject to all matters affecting ALLTEL's right, title and interest in and to each Owned Site (including without limitation, Third Party Tenant Leases but excluding all Excluded Assets), and, as to Leased Sites, the Subleased Property is a subleasehold interest in each Leased Site subject to all matters affecting title to ALLTEL's leasehold interest, leasehold estate or other possessory interest therein (including without limitation, Third Party Tenant Leases but excluding all Excluded Assets); provided, however, that nothing in this definition shall affect ALLTEL's obligations under this Agreement including, without limitation, with respect to Liens (other than Permitted Liens). With respect to any Site for which either Party has exercised its rights of termination pursuant to this Sublease, the Subleased Property shall not include any such Site after the effective date of such termination.

"Subleasehold Estate" means: (i) the rights, title, interest, powers, privileges, benefits and options of ATC under this Sublease (whether as lessee of an Owned Site or as sublessee of a Leased Site); and (ii) all of the right, title and interest of ATC in and to the Sites under this Sublease (whether as lessee of an Owned Site or as sublessee of a Leased Site).

"Subsequent Use" has the meaning given such term in Section 15(b).

"Substantial Portion of Site" means, as to a Site, so much of such Site (including the Land, Tower and Site Improvements thereof, or any portion thereof) as, when subject to a Taking or damage as a result of a casualty, leaves the untaken or undamaged portion unsuitable for the continued feasible and economic operation of such Site for the Permitted Use.

"Swap Agreements" means any contractual arrangements and agreements between any of the ALLTEL Companies and other providers of wireless telecommunications services, local public safety organizations, Governmental Authorities (including without limitation post offices and law enforcement organizations) and operators of remote monitoring systems for commercial purposes, whereby any of the ALLTEL Companies (or any of their Affiliates) receives reciprocal and favorable terms (such as a lease rate or a right to co-locate on a site owned or operated by such third party) for each Site upon which such third party co-locates.

"Taking" means, as to any Site, any condemnation or exercise of the power of eminent domain by any or through Governmental Authority or Law vested with such power, or any taking in any other manner for public use, including a private purchase, in lieu of condemnation, by a public authority vested with the power of eminent domain.

"Tax Claim" has the meaning set forth in Section 35(g) hereof.

"Tax" and "Taxes" means, as to each of the Parties hereto as to each Site, any and all of the following levied, assessed or imposed upon, against or with respect to any such Party, the Site (including the Reserved Space, Microwave Reserved Space, or Additional ALLTEL Space), any portion of the Site (including the Reserved Space, Microwave Reserved Space, or Additional ALLTEL Space), the use and occupancy of the Site (including the Reserved Space, Microwave Reserved Space, or Additional ALLTEL Space) or the existence and/or operation of this Sublease or any portion thereof, at any time during the Term as to such Site: (i) taxes including, without limitation, income (net, gross or other, including recapture of any Tax items such as investment Tax credits), alternative or add-on minimum Tax, gross income, gross receipts, gains, franchise, sales, use, leasing, lease, user, ad valorem, transfer, recording, franchise, profits, property (real or personal, tangible or intangible), fuel, license, withholding on amounts paid to or by such Person, payroll, employment, unemployment, social security, excise, severance, stamp, occupation, premium, environmental or windfall profit Tax, custom, duty or other Tax or other like assessment or charge of any kind whatsoever, together with any interest, levies, assessments, charges, penalties, additions to Tax or additional amount imposed by any Taxing Authority, (ii) any and all Governmental Authority or quasi-governmental fees (including, without limitation, license, filing, and registration fees); (iii) interest equalization and stamp taxes, impositions, charges, duties, levies, assessments, required contributions or withholdings of any kind or nature whatsoever, together with any and all penalties, fines, additions to tax or interest thereon.

"Taxing Authority" shall mean any Governmental Authority responsible for the imposition, assessment or collection of any Tax.

"Tax Return" or "Tax Returns" shall mean all returns, reports, summaries or information consolidated or otherwise (including without limitation information returns), required to be filed with any Governmental Authority with respect to Taxes.

"Term" means: (i) as to this Sublease, the term set forth in Section 4(a); and (ii) as to each Site, the term during which this Sublease is applicable to such Site, subject to ALLTEL's Withdrawal Right.

"Third Party Action" has the meaning given to such term in Section 19(d).

"Third Party Action Notice" has the meaning given to such term in Section 19(d).

"Third Party Tenant" means, as to any Site, any Person (other than ALLTEL and its Affiliates but including, if applicable, ATC or any Affiliate of ATC), which: (i) is a Pre-Existing Tenant; or (ii) subleases, licenses or otherwise acquires from ATC the right to use Available Space on such Site.

"Third Party Tenant Leases" means, as to any Site, any agreement, lease, sublease, or license between ATC and any Third Party Tenant with respect to the right to use Available Space on such Site and any Existing Tenant Lease.

"Third Party Tenant Property" means, as to any Third Party Tenant, such Third Party Tenant's personal property and equipment at any Site, including, without limitation, equipment buildings, equipment shelters, antennas, lines, cages, grounding rings, fences and other constructions now or hereinafter located on the such Site and owned by such Third Party Tenant.

"Tower" means a wireless transmission tower structure or structures now or hereinafter located on a Site.

"Transfer Taxes" has the meaning set forth in Section 35(b).

"Withdrawal Date" means the effective date of ALLTEL's election to terminate its use of the Reserved Space, Microwave Reserved Space, and/or Additional ALLTEL Space at a Site on the applicable tenth or subsequent fifth anniversary of the Site Commencement Date, as provided in Section 9.

"Withdrawal Notice" has the meaning given such term in Section 9(a).

"Withdrawal Right" means the right of ALLTEL to elect to terminate its use of the Reserved Space, Microwave Reserved Space and/or Additional ALLTEL Space with respect to a Site whereupon such Reserved Space, Microwave Reserved Space, and/or Additional ALLTEL Space shall become a portion of the Subleased Property pursuant to the definition thereof and in accordance with the terms and conditions set forth in Section 9.

"Zoned Site" has the meaning given to such term in the Agreement to Sublease.

Any other capitalized terms used in this Sublease shall have the respective meanings given to them elsewhere in this Sublease.

## SECTION 2. Sublease Documents.

(a) This Sublease shall consist of the following documents, as amended from time to time as provided herein:

- (i) this Lease and Sublease;
- (ii) the following Exhibits, which are incorporated herein by this reference:
  - (A) Exhibit 1--Form of Joinder to Agreement;
  - (B) Exhibit 2--Form of Site Designation Supplement and Tower Lease Agreement;
  - (C) Exhibit 3--Form of Right of First Refusal Notice;
  - (D) Exhibit 4 - ALLTEL's Expansion Rights; and
  - (E) Exhibit 5 - List of ALLTEL Entities;

(iii) Schedules to the Exhibits, which are incorporated herein by reference;

(iv) All executed Site Designation Supplements and Exhibits attached thereto; and

(v) such additional documents as are incorporated by reference.

(b) If any of the foregoing are inconsistent, this Sublease shall prevail over the Exhibits, the Schedules and additional incorporated documents.

### SECTION 3. Subleased Property.

(a) Subject to the terms and conditions of this Sublease, ALLTEL hereby lets, leases and demises unto ATC, and ATC hereby leases, takes and accepts from ALLTEL, the Subleased Property of the Site owned or leased by ALLTEL or its Affiliates, in its "as is" condition, without any representation, warranty or covenant of or from ALLTEL whatsoever as to the condition thereof or the suitability thereof for any particular use, except as may be expressly set forth in the Agreement to Sublease or this Sublease. ATC hereby acknowledges that neither ALLTEL or its Affiliates nor any agent of ALLTEL has made any representation or warranty, express or implied, with respect to any of the Subleased Property, or any portion thereof, except as specifically set forth in this Sublease and the Agreement to Sublease. ATC further acknowledges that it has had or by its execution and delivery of a Site Designation Supplement will have had sufficient opportunity to inspect and approve of the condition of the Subleased Property of the Sites.

(b) Each Site shall be made subject to this Sublease by the execution and delivery of a Site Designation Supplement with respect thereto between ALLTEL and ATC.

### SECTION 4. Term; Surrender; ATC Improvements.

(a) The term of this Sublease, as to each Site, shall commence on the Site Commencement Date set forth in the Site Designation Supplement with respect thereto and shall expire on the Site Expiration Date therefor or any earlier date on which this Sublease terminates with respect to such Site in accordance with the provisions of this Sublease.

(b) Subject to Sections 8, 14, 18, 27 and 31 and Exhibit 4, no surrender by ATC to ALLTEL of the Subleased Property of any Site, prior to the expiration of the Term as to such Site, shall be valid or effective unless agreed to and accepted in writing by ALLTEL, and no act by ALLTEL, other than such a written acceptance, shall constitute an acceptance of any such surrender.

(c) Upon the Site Expiration Date for any Site:

(i) Subject to Sections 9 and 31, all ATC Improvements to such Site that cannot be removed without material damage to the Site (unless ATC agrees in

writing to pay the cost of restoration) or without constituting a default under any Ground Lease or Third Party Tenant Lease, shall, at ALLTEL's election in the exercise of its sole discretion, be deemed a part of such Site and the same shall not be removed.

(ii) Subject to Sections 4(c)(i) and (v), 9 and 31, (A) ATC shall peaceably deliver up and surrender the Subleased Property to ALLTEL and stop and cease the use of the Site on or before the Site Expiration Date, and (B) so long as ATC is not in default hereunder, or under any Ground Lease or Third Party Tenant Lease, ATC may within a reasonable period of time, but in no event less than 30 days after the Site Expiration Date, at ATC's sole cost and expense and upon written instructions from ALLTEL, remove all of the ATC Improvements from such Site, repair any damage (including any impairment to Hazardous Materials (including those introduced by ATC) or other materials caused by such removal) caused by such removal, and restore each Site substantially to the condition it was in on the applicable Site Commencement Date, reasonable wear and tear and damage by casualty or condemnation excepted.

(iii) Any removal of ATC Improvements performed by ATC or its Affiliates pursuant to Section 4(c)(ii) shall be performed in accordance with Section 12 and without any interference, damage or destruction to any other equipment, structures or operations of the Site, and without injury or damage to the Site, the surrounding real property or improvements located thereon. If ATC fails to make repairs within 10 days after notice of occurrence of any such damage, ALLTEL may perform the necessary repairs upon five days' written notice to ATC at ATC's expense. ATC shall pay ALLTEL all reasonable out-of-pockets amounts so invoiced within 10 days after receipt of the invoice.

(iv) In the event any ATC Improvement is not removed by ATC in accordance with the time periods of this Section 4(c), such ATC Improvements shall be deemed abandoned, and ALLTEL may, at its option, (A) remove and store such property at the expense (including the costs of any repairs required due to such removal) of ATC which must be promptly reimbursed to ALLTEL upon receipt of an invoice(s), (B) sell all or any part of such property at public or private sale, without notice to ATC, and retain the proceeds of such sale (to the extent they do not exceed the direct out-of-pocket costs reasonably incurred by ALLTEL), or (C) declare that title to such property shall be deemed to have passed to ALLTEL and ATC shall execute any documents reasonably requested by such ALLTEL Company to evidence such transfer of interest.

(v) Notwithstanding anything to the contrary, in the event ATC does not exercise its purchase option in accordance with Section 31, upon the written request of either Party, ATC agrees to grant, convey, transfer, assign and deliver, as applicable, to ALLTEL, and ALLTEL agrees to take, accept and assume from ATC, (A) an assignment and assumption, without warranty or representations, of any and all of ATC's rights, title and interests in and to any then-existing Third

Party Tenant Leases and any maintenance or other agreements relating exclusively to the Sites (but not relating to the ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment), subject to Section 9(d), (B) a bill of sale and/or assignment and assumption, as applicable, without warranty or representation, with respect to all ATC Site Improvements and any other property and assets, tangible and intangible, that remain on such Site after the Site Expiration Date (subject to ATC's rights of removal under this Section 4), and (C) a release of any interest of ATC or its Affiliates in the Subleased Property or the Site, the Tower or any Site Improvements (including releases in recordable form with respect to any instruments of record). Each transfer and/or assignment of interest shall be of a good, marketable and insurable interest and free and clear of all Liens except for Permitted Liens that were not suffered or incurred by ATC or its Affiliates. ATC shall use commercially reasonable efforts to assist in the transfer and assignment of any Governmental Authorizations required in order to effect any release, transfer or assignment contemplated under this Section 4(c)(v). ATC shall cooperate with ALLTEL and do all such additional and further acts, and shall execute and deliver all such additional and further instruments, certificates and documents, as ALLTEL may reasonably request to fully vest in and assure to ALLTEL full right, title and interest in and to the Site, the Tower and Site Improvements pursuant to this Section 4(c)(v).

(d) As to any Site, upon termination of ALLTEL's right to utilize any Reserved Space, Microwave Reserved Space or Additional ALLTEL Space hereunder (including, without limitation, pursuant to Sections 8, 9 or 27 or Exhibit 4) or in the event that ALLTEL exercises its Withdrawal Right, ALLTEL shall, at its cost and expense, within a reasonable period of time, but in no event less than 30 days, stop and cease, and cause its Affiliates on such Site to stop and cease, the operation of the ALLTEL Equipment, Microwave Equipment and/or Additional ALLTEL Equipment, as applicable, at such Site and shall remove all ALLTEL Equipment, Microwave Equipment, and/or Additional ALLTEL Equipment, as applicable, from such Site and repair any damage caused by such removal. In the event that ALLTEL fails to perform such removal within the periods specified above, ALLTEL shall continue to pay the Site Maintenance Charge or applicable Additional ALLTEL Maintenance Charge for the affected Additional ALLTEL Space or Microwave Reserved Space and Reserved Space unless ALLTEL has removed its property and ATC may, at its option, remove and store such property at the expense of ALLTEL (including the costs of any repairs required due to such removal) which must be promptly reimbursed to ATC upon receipt of an invoice(s). Notwithstanding anything to the contrary unless otherwise expressly provided in this Sublease, in the event that ALLTEL removes, ceases to operate (on a permanent and not a temporary basis) or abandons any of the ALLTEL Equipment, Additional ALLTEL Equipment, Microwave Equipment, Reserved Space, Additional ALLTEL Space or Microwave Reserved Space, there shall be no reduction or abatement of the Site Maintenance Charge or Additional ALLTEL Maintenance Charge. ALLTEL shall use commercially reasonable efforts to assist in the transfer and assignment of any Governmental Authorizations associated with the Reserved Space, Microwave Reserved Space and Additional ALLTEL Space required

in order to effect any release, transfer or assignment contemplated under this Section 4(d). ALLTEL shall cooperate with ATC and do all such additional and further acts, and shall execute and deliver all such additional and further instruments, certificates and documents, as ATC may reasonably request to confirm the full vesting of the Reserved Space, Additional ALLTEL Space and/or Microwave Reserved Space in ATC as a portion of the Subleased Property and assure to ATC such full right, title and interest in and to the Reserved Space, Additional ALLTEL Space and/or Microwave Reserved Space pursuant to this Section 4(d).

(e) ALLTEL may exercise its Withdrawal Right at any time prior to the applicable Withdrawal Date in the event that any permit or license necessary for ALLTEL's use of the Reserved Space, Microwave Reserved Space or Additional ALLTEL Space as contemplated in the applicable Site Designation Supplement is revoked, terminated, or cancelled due to no act or omission on the part of ALLTEL or any of its Affiliates or agents.

(f) ATC reserves the right to terminate this Sublease with respect to a particular Site without any further liability or obligation by either Party to the other if any Law of any Governmental Authority hereinafter enacted or ordered prohibits ALLTEL's or ATC's Permitted Use of such Site. ALLTEL reserves the right to exercise its Withdrawal Right with respect to any Site at any time prior to the applicable Withdrawal Date in the event that any Law of any Governmental Authority hereinafter enacted or ordered prohibits ALLTEL's Permitted Use of such Site due to no act or omission on the part of ALLTEL or any of its Affiliates or agents, subject to the requirements of Section 4(d).

(g) Subject to ATC's rights and obligations under and the requirements of Sections 7(c), 10, 12, 15 and 16, ATC, at its own cost and expense, may from time to time make, any ATC Improvements to the Site as ATC deems reasonably necessary or desirable for the conduct of its business pursuant to this Sublease. ATC covenants and agrees that any such ATC Improvements shall be made in a workmanlike manner in compliance with standard industry practices and in all material respects with all applicable Laws.

#### SECTION 5. Ground Lease.

(a) ATC hereby acknowledges that, as to the Subleased Property of each Leased Site, this Sublease is a sublease by ALLTEL under the provisions of, and is subject and subordinate to all of the terms and conditions of, the applicable Ground Lease of such Leased Site. As to any Leased Site, ALLTEL shall not be deemed to have assumed any duty or obligation of the Ground Lessor under the applicable Ground Lease and shall not be liable or responsible in any manner whatsoever for any failure of such Ground Lessor to perform any such duty or obligation. ATC agrees that it will promptly pay or cause to be paid the Ground Rent directly to the Ground Lessor (unless otherwise agreed by ALLTEL and ATC on a Site-by-Site basis) under each of the Ground Leases of the Leased Sites during the Term of this Sublease when such payments become due and payable and in the event ATC fails to pay Ground Rent under any Ground Lease on a



timely basis, ATC shall be responsible for any late charges, fees or interest payable to the Ground Lessor as a result thereof. Except as specifically provided in Section 5(c), ATC shall abide by, comply in all respects with, and fully and completely perform all other terms, covenants, conditions, and provisions of each Ground Lease (including, without limitation, terms, covenants, conditions, and provisions relating to maintenance, insurance and alterations) as if ATC were the "ground lessee" thereunder and, to the extent evidence of such performance must be provided to the Ground Lessor of the applicable Ground Lease, ATC shall promptly provide such evidence to ALLTEL upon request. Neither ALLTEL nor ATC shall engage in or permit any conduct that would: (i) constitute a breach of or default under any Ground Lease; or (ii) result in the Ground Lessor being entitled to terminate the applicable Ground Lease or to terminate ALLTEL's right as ground lessee under such Ground Lease or pursuant which the Ground Lessor may be entitled to terminate the Ground Lease for a default or breach under the applicable Ground Lease. Except as otherwise specifically provided in Section 5(c) or elsewhere in this Sublease, ATC expressly acknowledges that, as between ALLTEL and ATC, ATC has assumed and agrees to perform and discharge all obligations and liabilities of ALLTEL as ground lessee under any Ground Lease which arise on or after the Site Commencement Date with respect to any Leased Site.

(b) During the Term of this Sublease, and at ATC's sole cost and expense, (1) ATC agrees to provide reasonable advance notice (and in no event less than 15 business days prior to the applicable expiration date) to ALLTEL of the expiration date by which ALLTEL must exercise any and all applicable renewal options existing as of the applicable Site Commencement Date and as may be further extended or renewed pursuant to the terms of this Sublease, for any Leased Site under the Ground Leases of such Leased Sites and (2) ALLTEL agrees to exercise such renewal options prior to the expiration thereof and in accordance with the provisions of the applicable Ground Lease (a copy of such notice, if any, shall be simultaneously sent by ALLTEL to ATC). ATC shall not be entitled to act as agent for, or otherwise on behalf of, ALLTEL in any way whatsoever in connection with any Ground Lease or otherwise, except as otherwise provided in this Section 5 and Sections 26 and 27.

(c) With respect to any negotiations with a Ground Lessor for the extension or terms of renewal of a Ground Lease, ATC shall, at ATC's sole cost and expense, be responsible for and negotiate and obtain any extension or renewal of the Ground Leases on behalf of and for the benefit of ALLTEL, and ALLTEL shall make commercially reasonable efforts to assist ATC in obtaining such extension or renewal at ATC's sole cost and expense, provided that (i) the terms and conditions of such extension or renewal as negotiated by ATC do not impose any additional liability or obligation on ALLTEL under the terms of this Sublease for which ATC is not responsible under the terms of this Sublease (or subsequently agrees to be responsible for by providing a signed acknowledgement notice to ALLTEL of its responsibility thereto) during the Term as to each Site, (ii) in no event may ATC agree to provide consideration to the Ground Lessor in the form of any telephone service, telephone equipment, or any wireless service product or offering, and (iii) in no event shall an amendment impose liabilities and obligations on ALLTEL under a Ground Lease (other than those liabilities and

obligations under the Ground Lease in effect as of the Site Commencement Date) during the period following the Site Expiration Date that are materially greater (in kind or in magnitude) than those liabilities and obligations that, in the aggregate, applied to such Ground Lease in the five year period immediately preceding the Site Expiration Date, including (A) any rental payments or other payments to be made to the Ground Lessor in the year immediately following the Site Expiration Date for a Site that exceeds five percent (5%) of the average annual payments due to the Ground Lessor in the immediately preceding five-year period and payments during any annual period thereafter that exceeds five (5%) over payments in the immediately preceding year (it being understood that each such annual increase shall be compounded for increases that occur in intervals that exceed one year), unless ATC agrees in writing to be responsible for such excess, during any period beyond the Site Expiration Date or any termination or expiration of this Sublease with respect to such Site, (B) a term of a Ground Lease (not including renewal options exercisable at the sole option of ALLTEL) which extends more than ten years following the Site Expiration Date. With respect to any amendment, renewal, extension or other change to the Ground Lease desired by ATC during the Term pursuant to this Section 5, which is consistent with the terms of this Section 5(c), ALLTEL shall execute any such amendment, renewal, extension, or change within 10 days of its receipt thereof from ATC without condition and shall bear all cost and expense associated with its review. ATC shall commence its negotiations with the applicable Ground Lessor sufficiently in advance of any expiration of each Ground Lease, subject to the following:

(i) Notwithstanding anything to the contrary contained herein, if at any time during the six-month period immediately prior to any expiration of a Ground Lease, ATC has not successfully effected the extension or renewal of such Ground Lease, ALLTEL shall have the right to take responsibility for conducting and completing negotiations for such extension or renewal on its own behalf. Upon ALLTEL's exercise of such right by written notice thereof, ATC shall cease participating in any negotiations with the applicable Ground Lessor as to such Site and ATC shall reimburse ALLTEL for its reasonable out-of-pocket expenses relating to such negotiation unless ATC exercises its termination right provided in the following sentence within the applicable time period. ALLTEL shall keep ATC reasonably apprised of the foregoing negotiations for such extension or renewal and if ALLTEL completes such negotiations, the Site Expiration Date shall be extended to the earlier of the Purchase Option Trigger Date with respect to such Site or the scheduled expiration date of such amended Ground Lease; provided, however, if ALLTEL completes the foregoing negotiations for such extension, ATC shall have the option, exercisable within 30 days of receipt of notice of the terms of the extension or renewal, of (A) retaining its sublease interest in such Site on the terms set forth in this Sublease or (B) terminating its subleasehold interests in such Site as of the date the Ground Lease would have expired had ALLTEL not extended such Ground Lease.

(ii) Except as provided in 5(c)(i), in the event ATC determines that it is unable or deems it undesirable to effect the proposed terms of any amendment,

renewal, extension or change of any Ground Lease directly with the Ground Lessor, ATC may request, in writing, that ALLTEL attempt to effect such amendment, renewal, extension or change (at ATC's sole cost and expense); provided, however, that ALLTEL shall keep ATC regularly and promptly apprised of such negotiations and shall not make any agreements with the Ground Lessor without the prior written approval of ATC.

(iii) If ALLTEL or ATC is not able, after using commercially reasonable efforts, to effect such amendment, extension or renewal or change with respect to any Ground Lease in accordance with this Section 5(c), then the Parties shall permit such Ground Lease to expire on the applicable expiration date and this Sublease shall have no further force and effect as to the Subleased Property of the Leased Site to which such Ground Lease applies. ATC and ATC Parent or any of their Affiliates may seek to obtain, obtain or hold, any underlying fee interest that is superior or prior to the Ground Lessor's or ALLTEL's interests in such Ground Lease so long as ATC transfers, at ATC's sole cost and expense, such fee simple interest to ALLTEL for \$1, in which event there shall be no Ground Rents for that Site as of the date fee simple title vests in ALLTEL.

(iv) With the prior written approval of ATC, ALLTEL or its Affiliate shall have the right to acquire the fee simple interest in the Site from the Ground Lessor whereupon such Site shall be deemed an Owned Site, in which event ATC shall have a leasehold interest in such Owned Site; provided, that this Section 5(c)(iv) shall not apply to any Site for which ATC or its Affiliates has exercised its termination rights under this Sublease.

(v) Except as provided in this Section 5(c), or as ATC may otherwise agree or direct, during the Term, ALLTEL shall not take any action to amend, modify, renew, replace, extend or supplement any Ground Lease (other than to exercise renewals as expressly provided herein which ALLTEL covenants to do as provided above) nor to communicate directly with any Ground Lessor, except (A) to the extent reasonably necessary for ALLTEL to perform its obligations to ATC under this Sublease, (B) to respond to unsolicited inquiries received from a Ground Lessor under a Ground Lease, and (C) to the extent such communications do not relate directly to the Ground Lease so long as such communications do not relate to or result in the purchase or lease of space or other use rights of any adjacent property for any wireless communication uses by ALLTEL or other Persons. Subject to the rights of ALLTEL under this Section 5(c), with respect to any renewal, extension, amendments, changes or replacement of the Ground Lease desired by ATC during the Term and subject to the terms of this Section 5(c) and Sections 26 and 27, ATC reserves the exclusive right to negotiate any such renewals, extensions, amendments, modifications, changes, additions or replacements to the then-existing Ground Lease directly with the Ground Lessor.

(vi) With respect to each and every Ground Lease, at all times during the term of each Ground Lease, ATC shall take all reasonably necessary actions to

provide ALLTEL with a then-current copy of any fully executed amendments to the Ground Lease, and, upon ALLTEL's written request, copies of other information necessary for ALLTEL to be able to perform the obligations of the lessee under the Ground Lease, as permitted pursuant to Section 26 herein, including but not limited to any obligations of lessee to pay Taxes, utilities, maintenance, insurance and other expenses under the Ground Lease.

(d) ALLTEL shall perform any obligations under and comply with the terms of each of the Ground Leases, but only if such obligations are expressly reserved to ALLTEL for its performance under the terms of this Sublease. Upon receipt by ALLTEL of any notice of default or notice of an act or omission which could with the passing of time and/or the giving of notice constitute an event of default under a Ground Lease or noncompliance with a term of a Ground Lease (the "Default Notice"), ALLTEL shall, within 10 business days after receipt of the Default Notice, provide ATC with a copy of the Default Notice. If any such default or noncompliance is solely in respect of an obligation expressly reserved for performance by ALLTEL hereunder and is caused by or attributable to (including without limitation any inaction of) any of the ALLTEL Companies or any of their Affiliates, then ALLTEL shall, at the time it furnishes the Default Notice, provide ATC with a letter with a reasonably detailed explanation of the actions ALLTEL intends to take to effect a cure, or that there is no default or noncompliance and the basis, if any, for ALLTEL's good faith position to that effect. Upon receipt by ATC of any Default Notice that is not caused or attributable to ALLTEL or its Affiliates, ATC shall, or shall cause the applicable Third Party Tenant to, cure or otherwise remedy such default or noncompliance unless within 10 days of receipt of the Default Notice, ATC provides ALLTEL with a letter with a reasonably detailed explanation of the basis, if any, for ATC's good faith position to the effect there is no default or noncompliance. Notwithstanding anything in this Sublease to the contrary, unless an obligation under a Ground Lease is expressly reserved under this Sublease for performance by ALLTEL, any default under a Ground Lease shall constitute a default by ATC under this Sublease after the expiration of any applicable cure period contained in the Ground Lease, unless the event giving rise to such default is due to an act or omission (in the event ALLTEL has an obligation with respect to any such omission) by ALLTEL, its Affiliates, agents, vendors, employees or contractors (other than ATC or its Affiliates).

(e) ALLTEL agrees to promptly provide ATC, throughout the Term, with copies of all notices, correspondence, orders, documents, reports, studies and other information used or useful in the operation of the Sites that comes into ALLTEL or its Affiliates' possession, except with respect to information related solely to the Reserved Space, Microwave Reserved Space, Microwave Equipment, Additional ALLTEL Equipment or ALLTEL Equipment, privileged documents or where disclosure is prohibited by Law or Contractual Obligation existing as of the Effective Date. ATC shall have the right, throughout the Term, during normal business hours and upon reasonable prior notice, to examine (and to make copies at its sole cost and expense of) ALLTEL's files and records relating to the Sites, except with respect to information related solely to the Reserved Space, Microwave Reserved Space, Microwave Equipment, Additional ALLTEL Equipment or ALLTEL Equipment, privileged documents or where disclosure is

prohibited by Law or Contractual Obligation existing as of the Effective Date. ALLTEL agrees that it shall send copies of all Tax bills received by ALLTEL associated with the Site to ATC.

SECTION 6. Third Party Tenant Leases and Swap and Other Agreements.

(a) Without limiting the generality of Sections 3 and 5, ATC and ALLTEL expressly acknowledge that, as to each Site, this Sublease is subject to all Third Party Tenant Leases affecting such Site, including, without limitation, those with Pre-Existing Tenants executed prior to the Effective Date pursuant to any Swap Agreement with respect to a specific Site. Pursuant to the Agreement to Sublease, ALLTEL has transferred, assigned, and conveyed unto ATC in respect of each Site, all of its rights, title and interest, and ATC has agreed to assume, perform and discharge in respect of each Site all of ALLTEL's duties, obligations, liabilities, and responsibilities as "landlord," "lessor," "sublandlord" or "sublessor" in, to or under any Third Party Tenant Leases affecting such Sites effective as of the applicable Site Commencement Date.

(b) Subject to the procedures set forth in Section 19(d), ATC shall indemnify, defend and hold each ALLTEL Indemnitee harmless from and against any and all Loss and Expense paid, suffered, incurred or sustained by any ALLTEL Indemnitee by reason of, arising out of, or in connection with any failure of the duties, obligations, liabilities and responsibilities as "landlord," "lessor," "sublandlord" or "sublessor" under any of the Third Party Tenant Leases affecting each Site and arising from and after the Site Commencement Date for such Site, except to the extent caused by any act of ALLTEL or an ALLTEL Affiliate or arising after a reassignment pursuant to the provisions of Section 6(c).

(c) Unless ATC exercises the purchase option with respect to a Site under Section 31, in the event of any termination of ATC's rights under this Sublease with respect to any Site for any reason, ALLTEL agrees that it shall accept any and all assignments of all then-existing Third Party Leases effective as of the applicable termination date of ATC's right to occupy the affected Site subject to the following conditions and limitations:

(i) In no event shall ALLTEL be obligated to accept or assume any Third Party Lease (1) that imposes liabilities and obligations on the sublessor during the period following the Site Expiration Date that are materially greater (in kind or in magnitude) than those liabilities and obligations that applied to such Third Party Lease in the five year period immediately preceding the Site Expiration Date, (2) that provides for rights and benefits to the sublessor during the period following the Site Expiration Date that are materially less (in kind or in magnitude) than those rights and benefits that applied to such Third Party Tenant Lease in the five year period immediately preceding the Site Expiration Date, and (3) under which ATC or any of its Affiliates is in default.

(ii) ALLTEL's obligation to accept or assume any Third Party Lease will be subject to its receipt of (1) a complete copy of each Third Party Lease, including any amendments thereto, (2) any contact, payment or other information reasonably requested by ALLTEL so that it will be able to perform the obligations of the lessor or sublessor thereunder, (3) all amounts of pre-paid rent for periods after the Site Expiration Date, and (4) prorated amounts with respect to any deposits, utilities, and similar items.

(iii) The conditions and limitations set forth in Section 6(c)(i) shall not apply to any Third Party Tenant Lease to which ALLTEL or its Affiliate is the Third Party Tenant or any Pre-Existing Tenant Lease for which ATC has not executed any amendment introducing terms and conditions covered by Section 6(c)(i).

(d) Notwithstanding anything to the contrary, ALLTEL agrees that (i) ATC may terminate (or cause ALLTEL to terminate) any agreement relating to the maintenance, repair, management, or operation of any Site or any other agreement affecting a Site (unless such other agreement relates only to the ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment), at ATC's sole cost and expense, upon the written request by ATC to terminate such agreement(s), and (ii) in ATC's sole discretion, ATC shall be entitled to perform any such associated services for itself or to enter into an agreement with any third party relating to any such services, at ATC's sole cost and expense. In no event shall this Section 6(d) be applicable to any agreement (A) related solely to the Reserved Space, Microwave Reserved Space, Additional ALLTEL Space, Microwave Equipment, ALLTEL Equipment or Additional ALLTEL Equipment, (B) that would result in any additional costs, expenses or liabilities to ALLTEL that are not ATC's responsibility hereunder or that ATC agrees in writing to assume.

#### Section 7. Reserved Space.

(a) ATC expressly acknowledges that, as to any Site, the Subleased Property of such Site does not include, and that ALLTEL has reserved and excepted from this Sublease, the Reserved Space and Microwave Reserved Space of such Site for ALLTEL's and its Affiliates' exclusive possession and use so long as ALLTEL's right to use the Reserved Space and Microwave Reserved Space has not been terminated as provided for in this Sublease. As an appurtenance to, and a part of, the Reserved Space and Microwave Reserved Space of each Site, so long as ALLTEL's right to use the Reserved Space and Microwave Reserved Space has not been terminated, ALLTEL (for the benefit of ALLTEL or any Affiliate) also reserves a nonexclusive right of ingress to and egress from the entire Site (including any and all easements but excluding any space leased or subleased exclusively to any Third Party Tenants in accordance with this Sublease), at such times (on a 24-hour, seven-day-per-week basis unless otherwise limited by the Ground Lease or other restrictions of record that have priority over this Sublease), to such extent, and in such means and manners (on foot or by motor vehicle, including trucks and other heavy equipment), at ALLTEL's sole cost and expense, as is possible with respect to any Site and permitted under the Ground Lease with respect to any Leased Site in

connection with its full use and enjoyment of the Reserved Space and Microwave Reserved Space, including, without limitation, the construction, installation, use, operation, maintenance, repair and replacement of ALLTEL Equipment and Microwave Equipment thereon in accordance with the terms and conditions of this Sublease; and the right to use any portion of the Subleased Property of a Site, upon the prior written approval of ATC (which shall not be unreasonably withheld, conditioned or delayed) for purposes of temporary location and storage of any ALLTEL Equipment or Microwave Equipment in connection with performing any permitted repairs or replacements; provided, however, that such storage shall not exceed one month and shall be subject to and not have an adverse effect on ATC's Permitted Use, permitted use by Third Party Tenants or interfere in any manner with ATC's efforts to market and/or sublease any or all Available Space (including such portion of the Subleased Property) to any third party.

(b) Notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that the Reserved Space and Microwave Reserved Space of each Site will include, without limitation, all portions of such Site utilized or occupied by ALLTEL or its Affiliate as of the Effective Date for the use, enjoyment, operation or maintenance of the ALLTEL Equipment and Microwave Equipment as specifically set forth in the applicable Site Designation Supplement.

(c) Without limiting ATC's rights or obligations under this Sublease, ATC acknowledges and agrees that ATC will not engage, nor will it permit any Third Party Tenant to engage, in any conduct that might reasonably be expected to significantly interfere (excluding electrical interference which shall be governed by Section 15) with ALLTEL's peaceful and quiet enjoyment of the Reserved Space, Microwave Reserved Space and Additional ALLTEL Space.

(d) Notwithstanding anything to the contrary (including, without limitation, the definitions of "Reserved Space," or "Additional ALLTEL Space"), in the event that ALLTEL now or hereafter operates any antennas on any Tower that exceed nine (9) feet in vertical space on the Tower, ATC shall reserve the right to install any other equipment or Third Party Tenant Property on a Platform located within the vertical space occupied by such antennas or next to ALLTEL's mounts, which space shall be deemed Available Space hereunder and part of the Subleased Property so long as (X) the Tower can structurally accommodate such installation, (Y) ATC (or the associated Third Party Tenant) must perform and deliver to ALLTEL an RF interference study (at no cost or expense to ALLTEL) that reasonably demonstrates that ALLTEL shall not suffer any measurable electronic interference as a result of such additional installation, and (Z) ATC shall provide ALLTEL with no less than 10 business days' prior written notice of the date and time such installation is to be performed and ALLTEL shall have the right to have a representative present at such installation. If all such antennas located on one Platform are removed from the Tower (other than replacements with ALLTEL Equipment, or Additional ALLTEL Equipment of the same or substantially similar vertical height, dimension and locations) by ALLTEL, the vertical space on the Tower associated with the Reserved Space or Additional ALLTEL Space shall automatically revert to no greater than six (6) vertical feet on the Tower for such Platform.

(e) In the event that ALLTEL exercise any of its Expansion Rights under Section 8(a) of Exhibit 4, any Available Space occupied by ALLTEL pursuant to such Expansion Rights shall automatically revert to ALLTEL and shall no longer be included in the Subleased Property or Subleasehold Estate of ATC upon compliance by the parties with the procedures set forth in Section 8(b) of Exhibit 4 (including, without limitation, the execution of an amendment to the Site Designation Supplement), subject to Section 9(d).

(f) Subject to the provisions of this Section 7(d), ATC and Third Party Tenants shall have the right to install equipment or property (including, without limitation, shelters, cabinets, generators, fuel tanks and Towers) above Non-Wireless Assets that are not used in connection with or in servicing any of the communications needs of the Site on behalf of ALLTEL, ATC, Third Party Tenants or any of their Affiliates, if any. Notwithstanding the foregoing, ATC agrees to use reasonable and good faith efforts to avoid the installation of any equipment or property above such Non-Wireless Assets that are not used in connection with or in servicing any of the communications needs of the Site on behalf of ALLTEL, ATC, Third Party Tenants or any of their Affiliates in a manner that would adversely affect ALLTEL's use of such Non-Wireless Assets, but only if such Non-Wireless Assets are marked by utility installation markers.

Section 8. ALLTEL's Expansion Rights. ALLTEL shall be entitled to the Expansion Rights described in and subject to Exhibit 4 attached hereto (any reference in this Sublease to any provision of Section 8 shall be deemed to include a reference to the provisions of Exhibit 4 without regard to whether a specific reference to Exhibit 4 is made).

#### Section 9. Withdrawal.

(a) Notwithstanding anything to the contrary contained herein, ALLTEL will have the Withdrawal Right exercisable in respect of the Reserved Space, Microwave Reserved Space and/or any Additional ALLTEL Space at any Site on the tenth anniversary of the applicable Site Commencement Date. To exercise any such Withdrawal Right, ALLTEL shall give ATC written notice of such exercise not less than 60 days, in the case of the exercise of a Withdrawal Right in respect of less than 20% of all Sites as of the Final Closing Date under this Sublease and 180 days, in the case of the exercise of a Withdrawal Right in respect of 20% or more of all Sites as of the Final Closing Date under this Sublease, prior to any such anniversary (the "Withdrawal Notice"). The Withdrawal Notice shall specify the precise Reserved Space, Microwave Reserved Space and/or Additional ALLTEL Space at such Site that ALLTEL intends to withdraw. If ALLTEL exercises the Withdrawal Right as to any Site, (A) ALLTEL shall not be required to pay the Site Maintenance Charge with respect to such Site for the period occurring after the Withdrawal Date so long as ALLTEL has



removed all of the ALLTEL Equipment and the Microwave Equipment from the Reserved Space and Microwave Reserved Space at such Site, (B) ALLTEL shall not be required to pay the applicable Additional Site Maintenance Charge with respect to the associated Additional ALLTEL Equipment for the period occurring after the Withdrawal Date so long as ALLTEL has removed all of the associated Additional ALLTEL Equipment from the associated Additional ALLTEL Space at such Site, (C) the foregoing Site Maintenance Charge and/or applicable Additional ALLTEL Maintenance Charge shall cease effective upon the removal of the associated equipment in accordance with Section 4(d) whereupon ALLTEL's use of such Reserved Space and/or the Additional ALLTEL Space pursuant hereto and ALLTEL's right to occupy and use the Reserved Space and/or the Additional ALLTEL Space of such Site shall be terminated and the Reserved Space and/or the Additional ALLTEL Space, as applicable, shall thereafter be part of the Subleased Property.

(b) In addition to and not in limitation of any rights under Section 9(a) but subject to Section 9(d) with respect to Removable Equipment, ALLTEL will have the right, exercisable at any time during the Term of this Sublease, to cease occupying the Reserved Space, Microwave Reserved Space, and/or Additional ALLTEL Space of any Site, and retain all right to such Reserved Space, Microwave Reserved Space, and/or Additional ALLTEL Space, so long as ALLTEL continues to pay the Site Maintenance Charge and/or Additional ALLTEL Maintenance Charge, as applicable, in respect of such Site.

(c) At the request of either ALLTEL or ATC, the appropriate parties shall execute any documents reasonably requested by the other party to evidence any transfer of interest and release of obligations pursuant to Section 9(a).

(d) Notwithstanding anything to the contrary, ALLTEL shall remove (and shall repair any damage caused by or due to such removal), at ALLTEL's sole cost and expense, all of the Removable Equipment at a Site within forty-five (45) days after such Microwave Equipment becomes Removable Equipment. Upon the earlier of (i) the actual removal of the Removable Equipment, or (ii) the expiration of the foregoing forty-five (45) day period, ALLTEL's use of the Microwave Reserved Space with respect only to the Removable Equipment and ALLTEL's right to occupy and use the Microwave Reserved Space utilized by the Removable Equipment shall be terminated and the associated Microwave Reserved Space shall be thereafter deemed to be part of the Subleased Property. Notwithstanding the foregoing, following the removal of any Removable Equipment of ALLTEL pursuant to this Section 9(d), ALLTEL shall have the right to add microwave equipment to the same Tower as the Removable Equipment was previously located without any increase of the Site Maintenance Charge if (x) such additional equipment is placed at such locations and in such amounts which do not exceed the amount of physical locations, vertical space and windload/capacity effect of Microwave Reserved Space associated with the Removable Equipment that was so removed, (b) so long as capacity and space on the Tower is then available, and (c) so long as such microwave equipment is used for backhaul services.

#### Section 10. Permitted Use.

(a) ATC shall have the right, at ATC's cost and expense, to alter, replace, modify and expand any Site, including the expansion of the land, as ATC deems reasonably necessary or desirable for the conduct of ATC's Permitted Use pursuant to this Sublease,

including, but not limited to, the extension of the Tower, the reinforcement of the Tower, replacement of the Tower and the construction of additional Towers on such Site; provided, however, that such alterations, replacements, modifications or expansions (i) are permitted under the applicable Ground Lease or ATC obtains the consent of such Ground Lessor pursuant to Section 5(c), (ii) are performed in compliance with all Laws, and (iii) if required, in the reasonable determination of ALLTEL, ATC shall provide ALLTEL with space at the Site during the construction period to permit the continued operation of the ALLTEL Equipment, Microwave Equipment and/or Additional ALLTEL Equipment and ATC shall be solely responsible for the costs associated with removing and reinstalling the ALLTEL Equipment, Microwave Equipment and/or Additional ALLTEL Equipment on the replacement or modified Tower, (iv) are subject to the terms and conditions set forth in Section 12(h), are subject to ATC's obligations to ALLTEL pursuant to this Sublease, including without limitation, Sections 12, 15 and 16. ALLTEL acknowledges and agrees that it will reasonably cooperate with ATC in any actions, filings, or permits that may be required for ATC to exercise its rights under this Section 10(a). In the event that ATC constructs a replacement Tower, ATC agrees that ALLTEL may have its first choice of position on the new Tower subject to any obligations to Third Party Tenants to provide similar or substantially similar space on the new Tower.

(b) ATC shall not use, or permit to be used, the Subleased Property of any Site, or any portion thereof, by ATC, any Person (other than ALLTEL or its Affiliates) or the public in such manner as might reasonably be expected to impair ALLTEL's title to or interest in such Site, or any portion thereof, or in such manner as might reasonably make possible a Claim or Claims of adverse usage or adverse possession by the public, as such, or any Person (other than ALLTEL or its Affiliates), or of implied dedication of such Subleased Property, or any portion thereof. Nothing contained in this Sublease and no action or inaction by ALLTEL or its Affiliates shall be deemed or construed to mean that ALLTEL or any Affiliate has granted to ATC any right, power or permission to do any act or make any agreement that may create, or give rise to or be the foundation for any such right, title, interest, or other Lien, upon the greater estate of ALLTEL or any Affiliate in any Site.

(c) ALLTEL shall utilize the Site, the Reserved Space, Microwave Reserved Space and the Additional ALLTEL Space in accordance with ALLTEL's Permitted Use. ALLTEL shall not use, or permit to be used, the Reserved Space, Microwave Reserved Space, any Additional ALLTEL Space, or any portion of the Site, by ALLTEL, any Affiliate thereof, any other Person (other than ATC and Third Party Tenants) or the public in such manner as might reasonably be expected to impair ATC's right as a sublessor and a sublessee with respect to such Site, or any portion thereof, or in such manner as might reasonably make possible a Claim or Claims of adverse usage or adverse possession by the public, as such, or any Person (other than ATC and Third Party Tenants), or of implied dedication of such Reserved Space, Microwave Reserved Space, Additional ALLTEL Space, or any portion of the Site.

(d) ALLTEL shall use, and shall permit the use of, the Reserved Space, Microwave Reserved Space, and Additional ALLTEL Space subject to the terms and conditions of this Sublease and solely for the operation of ALLTEL Equipment, Microwave Equipment and Additional ALLTEL Equipment at the frequencies set forth in the applicable Site Designation Supplement, subject to Sections 8(a)(x) of Exhibit 4 and 15. Except as otherwise expressly permitted in Section 8(a)(x) of Exhibit 4, in no event shall ALLTEL operate more than one frequency from a single Platform or grant any form of shared use right, subleasing, splitting or diplexing to any other Person.

(e) Subject to the terms and conditions of this Sublease, including without limitation Sections 12, ATC reserves the right at its sole cost and expense to install, and ALLTEL consents to the installation of, a Platform or stacked equipment shelter at any Site above any ALLTEL equipment shelter, building or cabinets. In the event that a Site is comprised of less than 2,500 square feet or the compound space is constrained in the reasonable determination of ATC with respect to then-existing uses, ATC also reserves the right to require that any ALLTEL replacement shelter, building or cabinets be stackable as long as such stackable replacement shelter will satisfy ALLTEL's technical requirements in all material respects, in which event ATC will reimburse ALLTEL for any cost or expense incurred in excess of that which would have been incurred by ALLTEL if ATC had not made such election. ALLTEL shall have the right to approve any plans and specifications associated with any shelter or Platform to be installed above its then-existing shelter, building or cabinets and such approvals shall not be unreasonably withheld, conditioned or delayed. Upon receipt of such plans and specifications, ALLTEL shall notify ATC within 15 Days of its approval or its grounds for reasonable rejection together with reasonable details of the changes that would be reasonably acceptable to ALLTEL. In the event that ALLTEL does not provide written notice within the foregoing period of time, such plans and specifications shall be deemed approved.

(f) ATC, for itself or for the benefit of any Third Party Tenant, may (at ATC's sole cost and expense) utilize any power or teleco conduits servicing the Site and access and utility easements; provided, however, that ATC shall not interfere with ALLTEL's use of such conduits.

#### Section 11. Rent; Site Maintenance Charge; Other Payments.

(a) ATC shall pay Rent in respect of the Subleased Property of each Site, for the entire Term on the Site Commencement Date for each Site. Except as expressly provided in Section 27(b), ATC agrees that the Rent is nonrefundable and that ATC shall have no right of abatement, reduction, setoff, counterclaim, rescission, refund, defense or deduction with respect thereto. Without limiting the generality of the foregoing sentence, ATC shall have no right to any abatement, reduction, setoff, counterclaim, rescission, refund or deduction with respect to the Rent in the event of: (i) any termination by ALLTEL of ATC's rights under this Sublease in accordance with the terms of Section 27(e), including, without limitation, any termination as a result of an insolvency or other event described in Section 27(d)(iii); (ii) any damage to or destruction of any Site

or any part thereof by any cause whatsoever, unless directly resulting from the acts or omissions (in the event ALLTEL or its Affiliates has an express obligation relating to such omission) of ALLTEL, its Affiliates, contractors, agents or representatives; (iii) any Taking of any Site; or (iv) an occurrence covered by Section 36(w) unless directly resulting from the acts or omissions (in the event ALLTEL or its Affiliates has an express obligation relating to such omission) of ALLTEL, its Affiliates, contractors, agents or representatives. ATC shall also be responsible for the payment of Ground Rent directly to Ground Lessor in accordance with Section 5(a), subject to ALLTEL's obligations pursuant to Sections 5(a) and 11(f).

(b) Each month during the Term, ALLTEL shall pay, or cause its Affiliate to pay, the Site Maintenance Charge in respect of the Reserved Space and, if any, Microwave Reserved Space for each Site which is subject to this Sublease, in advance on or prior to the first day of each calendar month, beginning on the Site Commencement Date for each Site. ALLTEL shall pay, or cause its Affiliate to pay, the Additional ALLTEL Maintenance Charge in respect of any Additional ALLTEL Space which is subject to this Sublease, in advance on or prior to the first day of each calendar month, beginning (A) in the event that neither ATC nor any of its Affiliates perform the installation of the related Additional ALLTEL Equipment, the earlier of: (i) the date on which the installation of the Additional ALLTEL Equipment is completed; or (ii) forty-five (45) days after ATC notifies ALLTEL in writing of its approval of ALLTEL's request for the Additional ALLTEL Space, or (B) in the event that ATC or one of its Affiliates performs the installation of the related Additional ALLTEL Equipment, the earlier of: (i) the date on which the installation of the Additional ALLTEL Equipment is completed; or (ii) in the event that ATC is prepared to commence installation but the Additional ALLTEL Equipment has not yet been delivered to the Site, fifteen (15) days after the date upon which ATC provided ALLTEL with written notice that it was prepared to commence such installation but for the failure to deliver the Additional ALLTEL Equipment.. All amounts due under this Section 11 (other than Rent) for partial months shall be prorated. Notwithstanding the foregoing, if the first calendar day of a month is not a business day, the payment shall be due on the next succeeding business day.

(c) The following terms shall have the following definitions:

"Rent" means, as to any Site, the rental amount paid by ATC for the leasing of the Sites pursuant to this Sublease at the rate of (i) with respect to all Sites (other than Microwave Sites), three hundred thousand dollars (\$300,000.00), or (ii) with respect to Microwave Sites, such amount as may be determined by the Parties pursuant to Section 4.6(e) of the Agreement to Sublease and set forth on the Site Designation Supplement for the Site. Rent specifically excludes any amount due or payable to a Ground Lessor pursuant to Section 11(f).

"Site Maintenance Charge" means, subject to increase on each anniversary of the Escalation Date during the Term hereof by the Annual Escalator, the monthly charge payable to ATC with respect to the Reserved Space and, if any, Microwave Reserved Space at such Site by ALLTEL or its Affiliate pursuant to this Sublease shall be an

amount equal to \$1,200 per month for the ALLTEL Maximum Equipment and Microwave Equipment located within the Reserved Space or Microwave Reserved Space . The Site Maintenance Charge specifically excludes any amount due or payable to a Ground Lessor pursuant to Section 11(f).

"Annual Escalator" means the lesser of (a) the applicable CPI Change (but never less than 0%), plus 4% or (b) 5%.

(d) In addition to and not in limitation of the foregoing, any amount not paid by ATC or its Affiliates on or before the due date in respect of the Subleased Property of any Site for Ground Rents shall be subject to a late charge equal to the amount of any interest or fees that would be payable by ALLTEL if ALLTEL were to make a late payment under the applicable Ground Lease, and after the expiration of the applicable cure period in Section 27(d)(i) but subject to ALLTEL's rights under Section 26, ALLTEL shall have a right of setoff with respect to any such charges in addition to any other rights and remedies under this Sublease or at Law.

(e) In addition to any charge provided in Section 11(d), ALLTEL and ATC, as applicable, shall pay a late charge of 1.5% of any Site Maintenance Charge or other payment due under this Sublease, respectively, per month in the event any such amount is not paid within ten (10) Days after the date the same is due; provided, however, that the late charge shall not be assessed in respect of the first payment of any Site Maintenance Charge or Additional ALLTEL Maintenance Charge due after the Site Commencement Date or the first payment due after an increase in the Site Maintenance Charge or Additional ALLTEL Maintenance Charge. Notwithstanding the foregoing, if ALLTEL fails to pay any portion of the Site Maintenance Charge or other amount due to ATC because ALLTEL, acting in good faith, reduced the amount of such charge or other payment due to a mistaken belief that ALLTEL was entitled to a reimbursement of expenses under Section 26, no late charge shall be assessed with respect thereof.

(f) Notwithstanding anything to the contrary, ALLTEL shall remain solely and directly responsible for (i) any free or discounted telephone handsets and/or service minutes to be provided to the Ground Lessor to the extent such obligation exists under any Ground Lease as of the Site Commencement Date, (ii) any payments required to be made to a Ground Lessor under a Ground Lease with respect to the payment by ALLTEL of the Site Maintenance Charge or any Additional ALLTEL Maintenance Charge to ATC as a direct result of any form of revenue-sharing or similar payment required to be made under the Ground Lease (as in effect on the Site Commencement Date), but in no event to exceed 25% of such charges with respect to a Site, (iii) any payments required to be made to a Ground Lessor under a Ground Lease with respect to the payment of Ground Rent by ATC to ALLTEL as a direct result of any form of revenue-sharing or similar payment required under the Ground Lease (as in effect on the Site Commencement Date) but in no event to exceed twenty-five percent (25%) of such Ground Rent with respect to a Site, and (iv) any payments required to be made to a Ground Lessor under a Ground Lease with respect to the payment of Rent by ATC to ALLTEL as a direct result of any form of revenue-sharing or similar payment required under the Ground Lease (as in effect on the

Site Commencement Date) but in no event to exceed twenty-five percent (25%) of such Rent, in the aggregate, with respect to a Site. With respect to any payments to the Ground Lessor required to be made by ALLTEL pursuant to this Section 11(f), ATC reserves the right (acting reasonably and in good faith, after advance written notice to ALLTEL and consultation with ALLTEL in order to minimize the liability of both Parties under this Sublease) to make any such payment to the Ground Lessor (but subject to the provisions of the next sentence of this Section 11(f)), following demand by such Ground Lessor (unless the Ground Lessor has requested or the Ground Lease requires such payments to be made without demand) on ALLTEL's behalf and ALLTEL shall reimburse ATC within thirty (30) days following its receipt of an invoice for such reimbursement.

(g) ATC shall pay, or cause to be paid, all charges associated with common utility usage at a Site. ALLTEL shall be solely responsible for charges associated with utility expenses directly associated with the use and operation of ALLTEL Equipment at each Site. ALLTEL shall reimburse ATC as mutually agreed by the Parties for any utility services utilized by ALLTEL which are not separately metered by ALLTEL. ALLTEL shall be solely responsible for and shall pay all bills for telephone services utilized by it at each Site directly to the relevant telecommunications service provider.

(h) In the event that a Site is located on real property which is owned by the Bureau of Land Management, the United States Forest Service or other Governmental Authority, ALLTEL shall also pay any and all base fees or assessments invoiced to ALLTEL, ATC or the Ground Lessor under the Ground Lease by such Governmental Authority, as well as any fees or assessments and/or increases in such fees or assessments invoiced by any such Governmental Authority that are solely and directly attributable to or the use, presence or operation of ALLTEL Equipment, Microwave Equipment, or Additional ALLTEL Equipment at the Site.

(i) ALLTEL shall be solely and directly responsible for all costs and expenses associated with the repair, maintenance, replacement and fueling of any ALLTEL Equipment or Additional ALLTEL Equipment that is a generator, fuel tank, shelter, building or cabinet located at the Site or, in the event such items are owned by or used by any Third Party Tenant, ALLTEL shall be responsible for its pro-rata share (based on all users of the applicable item of ALLTEL Equipment or Additional ALLTEL Equipment) of the foregoing costs and expenses (unless otherwise provided in any Existing Tenant Lease as of the Site Commencement Date or as otherwise agreed to between any Third Party Tenant and ALLTEL).

#### SECTION 12. ATC's Maintenance Obligations.

(a) ATC acknowledges that in respect of each Site, ATC has the obligation, right and responsibility to repair and maintain such Site (other than the ALLTEL Equipment, Microwave Equipment, Additional ALLTEL Equipment and Third Party Tenant Property), including, without limitation, an obligation to monitor each Tower, to maintain the structural integrity of the Tower and the ability of the Tower to hold and support all permitted Communications Equipment mounted on the Tower during the Term of this

Sublease, in accordance with all applicable Laws, standard industry practices, and Section 16. Subject to the other provisions contained in this Sublease, ATC, at its sole cost and expense, except if such cost or expense arises out of a grossly negligent or intentional act or omission of ALLTEL, its Affiliates, agents or representative, shall maintain and repair each Site such that ALLTEL or its Affiliates and Third Party Tenants may utilize such Site to the extent permitted herein, including, without limitation, each Tower lighting system (to the extent required by applicable Law), any specific maintenance or landscaping requirements imposed by Law (including, without limitation, local ordinances or zoning approvals), and markings and the structural integrity of each Tower. ATC's installation, maintenance and repair of each Site must comply with the provisions of Sections 12 and 16.

(b) Without limiting ATC's obligations under this Section 12 and the other provisions of this Sublease, the Parties acknowledge that ALLTEL is licensed by the FCC to provide wireless communications services and that the Sites are used to provide those services. Nothing in this Sublease shall be construed to transfer control of any FCC Authorization held by ALLTEL or the ALLTEL Affiliates to ATC or to limit the right of ALLTEL and the ALLTEL Affiliates to take all necessary actions to comply with their obligations as an FCC licensee or with any other legal obligations to which they are or may become subject or to impose upon ATC any such obligation which relates to ALLTEL or the ALLTEL Affiliates position as a licensee of the FCC.

(c) With respect to any construction, replacements, expansions, additions, maintenance or repair of or to the Land, the Tower(s), any equipment or personal property at the Site (other than ALLTEL Equipment, Microwave Equipment, Additional ALLTEL Equipment or Third Party Tenant Property), and Site Improvements of any Site performed by or on behalf of ATC ("ATC Work"), all ATC Work shall be performed at ATC's sole cost and expense. ATC shall provide and pay for all labor, materials, goods, supplies, equipment, appliances, tools, construction equipment and machinery, and other facilities and services necessary for the proper execution and completion of the ATC Work. ATC shall promptly pay, or cause to be paid, when due all costs and expenses incurred in connection with the ATC Work, including without limitation all fees and Taxes required by Law.

(d) ATC shall be responsible for the acts and omissions of all of its employees, contractors, subcontractors, engineers, agents, representatives, advisors and all other persons performing any of the ATC Work. ATC shall be responsible for initiating, maintaining and supervising all necessary safety precautions and programs in connection with the ATC Work, and shall take all reasonable protection to prevent damage, injury or loss to the ATC Work, all persons performing ATC Work on the Site, all other persons who may be involved in or affected by the ATC Work, and all materials and equipment to be incorporated in the ATC Work, Tower and Site Improvements of such Site.

(e) ATC shall cause the ATC Work to be done and completed with industry standard materials and in a good, substantial and workmanlike manner, free from faults and defects, and in compliance in all material respects with all Laws, and shall utilize

only industry standard materials and supplies. ATC shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating all activities related to the ATC Work, and ALLTEL shall have no duty or obligation to inspect the ATC Work, but shall have the right to do so, at reasonable times, upon reasonable prior notice, in a reasonable manner and without hindering or delaying any of the ATC Work. ATC shall supervise and direct the ATC Work using commercially reasonable efforts and reasonable care, and shall assign qualified personnel to the ATC Work.

(f) ATC shall procure and maintain in full force and effect, and shall cause its contractors and subcontractors to procure and maintain in full force and effect, with respect to the ATC Work; (i) full replacement cost "all-risk," "builder's risk" insurance, insuring the ATC Work; and (ii) the other types of insurance required to be maintained pursuant to Section 22 of this Sublease. Such additional insurance policies shall meet the requirements set forth elsewhere in this Sublease with respect to the insurance policies otherwise required to be obtained and maintained by ATC under this Sublease.

(g) Title to all alterations owned by ATC or its Affiliates shall vest in ALLTEL immediately upon construction or installation on, or affixation or annexation to, the Site and shall be deemed a part of the Subleased Property.

(h) Notwithstanding anything to the contrary (including, without limitation, Section 10(a)), in the event that ATC intends to perform any ATC Work on the Tower that will cause any type of physical interruption or electronic interference in ALLTEL's Permitted Use or the operations of the ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment, ATC shall provide no less than 30 days prior written notice to ALLTEL in the event of a modification of the Tower and 60 days in the event of replacement of a Tower; provided, however, that no notice shall be required in the event of an Emergency. ATC agrees that any necessary interruptions shall be conducted so as to produce the least disruption to the ALLTEL's business operations as possible and shall occur during mutually agreeable off-peak hours.

#### SECTION 13. ALLTEL's Work on the Site.

(a) Prior to installing any ALLTEL Equipment, Microwave Equipment, Additional ALLTEL Equipment or making any modifications, enhancements or changes thereto permitted hereunder (other than technical adjustments, routine maintenance or modifications to then-existing equipment) (collectively, the "ALLTEL Work"), the following provisions shall apply:

(i) No ALLTEL Work shall be commenced until ALLTEL has obtained all certificates, licenses, permits, authorizations, consents, and approvals necessary for the ALLTEL Work, from all Governmental Authorities having jurisdiction with respect to any Site or the ALLTEL Work in accordance with Section 16.



(ii) ALLTEL or its applicable Affiliate shall submit its scope of work requirements, plans and specification for any proposed ALLTEL Work to ATC for its approval prior to the commencement of such ALLTEL Work. ALLTEL shall not commence any of the ALLTEL Work until ATC notifies ALLTEL of its written approval thereof. With respect to any installation or modification which (A) will be located at the same location on the Tower and the same center of radiation as the then existing permitted ALLTEL Equipment and does not exceed the windload effect or dimensions of the ALLTEL Maximum Equipment, or, with respect to Microwave Reserved Space and Microwave Equipment, does not exceed the windload effect or dimensions of the Microwave Equipment and is utilized for the microwave backhaul on the identical frequency, or (B) is made pursuant to Section 8 and Exhibit 4, ATC acknowledges and agrees that (X) ATC's approval shall not be unreasonably withheld, conditioned or delayed and (Y) the failure of ATC to notify ALLTEL in writing of its response within ten (10) Days after ALLTEL's delivery to ATC of the complete scope of work and specifications, or the failure to provide reasonable grounds for rejection of any such work shall, in each case, be deemed to constitute ATC's approval of such work. With respect to all other ALLTEL Work (except as provided below), ATC shall use reasonable good faith efforts to respond in writing to such scope of work within ten (10) days after ALLTEL's delivery to ATC of the scope of work. If ATC does not approve any scope of work and specifications, ATC's written response will outline its grounds for rejection together with reasonable details of the changes or conditions that would be acceptable to ATC. The prior approval of ATC shall not be required with respect to any ALLTEL Work involving an installation or modification (aa) in the event of an Emergency or (bb) that involves the replacement of existing ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment with identical items at the same location; provided, however, ALLTEL shall comply with the remaining provisions of this Section 13(a) and (except in the event of an Emergency, in which event ATC shall be provide with prompt written notice thereafter) provide ATC with no less than five business days prior written notice of the date upon which ALLTEL intends to perform such replacement and the parties shall mutually execute an amendment to the associated Site Designation Supplement.

(iii) ALLTEL shall cause the ALLTEL Work to be done and completed with industry standard materials and in a good, substantial and workmanlike manner, free from faults and defects, and in compliance in all material respects with all Laws, and shall utilize only industry standard materials and supplies.

(iv) All ALLTEL Work shall be performed at ALLTEL's sole cost and expense, including, without limitation, any structural analysis or modifications that may be reasonably required by ATC to accommodate any such installation or modification by ALLTEL. ALLTEL shall provide and pay for all labor, materials, goods, supplies, equipment, appliances, tools, construction equipment and machinery, and other facilities and services necessary for the proper execution and completion of the ALLTEL Work. ALLTEL shall promptly pay, or caused to be

paid, when due all costs and expenses incurred in connection with the ALLTEL Work, including, without limitation, all fees and Taxes required by Law.

(v) With respect to any structural modifications by ALLTEL hereunder permitted by ATC, ATC reserves the right to simultaneously upgrade the Tower structure in excess of the modification required to accommodate ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment in order to increase the Tower capacity; provided, however, that ATC shall be solely responsible for any and all additional costs and expenses associated with such excess upgrade and ALLTEL Work shall not be delayed by any such upgrade unless approved in writing by ALLTEL, which shall not be unreasonably withheld, conditioned or delayed.

(vi) ALLTEL shall be responsible for the acts and omissions of all of its employees, contractors, subcontractors, engineers, agents, representatives, advisors and all other persons performing any of the ALLTEL Work. ALLTEL shall be responsible for initiating, maintaining and supervising all necessary safety precautions and programs in connection with the ALLTEL Work, and shall take all reasonable protection to prevent damage, injury or loss to, the ALLTEL Work, all persons performing ALLTEL Work on the Site, all other persons who may be involved in or affected by the ALLTEL Work, and all materials and equipment to be incorporated in the ALLTEL Work of such Site.

(vii) Upon the completion of ALLTEL's installation, replacement, or modification of ALLTEL Equipment at any Site, but in no event later than 20 business days following such completion, ALLTEL shall provide ATC with (A) as-built drawings of the ALLTEL Equipment, Microwave Equipment and/or Additional ALLTEL Equipment, as applicable, installed at the Site in hard or electronic form, and (B) to the extent applicable to the ALLTEL Work, a site drawing precisely identifying the location of ALLTEL's shelter, cabinets, cable runs, generators, utility lines and other pertinent installations, and (C) the date upon which such installation and/or modification was performed.

(viii) Prior to any additional installation or any modification of existing ALLTEL Equipment, Microwave Equipment and/or Additional ALLTEL Equipment, as applicable, upon ATC's request if necessary in the reasonable determination of ATC based upon the proposed work and the availability of any recent analysis on such Site, ALLTEL shall perform (or cause to be performed) a shared site interference analysis at its sole cost and expense.

(ix) ALLTEL shall procure and maintain in full force and effect, and shall cause its contractors and subcontractors to procure and maintain in full force and effect, with respect to the ALLTEL Work: (A) full replacement cost "all-risk," "builder's risk" insurance, insuring the ALLTEL Work; and (B) the other types of insurance required to be maintained pursuant to Section 22 of this Sublease. Such additional insurance policies shall meet the requirements set forth

elsewhere in this Sublease with respect to the insurance policies otherwise required to be obtained and maintained by ALLTEL under this Sublease.

(b) ALLTEL or its applicable Affiliate shall submit its scope of work requirements for the installation of any permitted additional ALLTEL Equipment, Microwave Equipment and/or Additional ALLTEL Equipment, as applicable, or any permitted change or relocation hereunder at each Site to ATC either, at ALLTEL's election, (i) at the same time that ALLTEL delivers its request for a proposal for such services to other vendors, or (ii) exclusively to ATC.

(1) ATC shall have the right of first offer to perform the required installation or modification services as follows:

(x) in the event that ALLTEL delivers its request for proposal exclusively to ATC pursuant to this right of first offer (which fact must be disclosed to ATC within the associated request for proposal by a conspicuous statement that the proposal is only being delivered to ATC pursuant to this right of first offer), ATC shall submit a bid to ALLTEL in accordance with the reasonable time and delivery requirements set forth in such request for proposal (notwithstanding the provisions of Section 36(a) which shall not be applicable to this Section 13(b)), and for a period beginning on the date after the deadline provided in the request for proposal and for five (5) business days thereafter (unless ATC fails to submit a bid within the period of time reasonably required in the associated request for proposal, it being understood that ATC's failure to submit a definitive bid to perform such services shall be deemed an election not to perform the work), ATC and ALLTEL agree to engage in good faith negotiations with respect to the pricing and scope of work, and

(y) in the event that ALLTEL delivers its request for proposal to ATC together with its submission to other vendors (or in the event that ALLTEL fails to make the conspicuous disclosure contemplated by Section 13(b)(1)), ATC may submit a bid to ALLTEL in accordance with the reasonable time and delivery requirements set forth in such request for proposal (notwithstanding the provisions of Section 36(a) which shall not be applicable to this Section 13(b)), and for a period beginning on the date after the deadline provided in the request for proposal and for five (5) business days thereafter (unless ATC elects not to perform the installation, which ATC agrees to promptly confirm in writing), ATC and ALLTEL agree to engage in good faith negotiations with respect to the pricing and scope of work.

(2) If ALLTEL and ATC have not agreed on the pricing following the expiration of the five (5) business day negotiation period (or in the event that ATC elected not to submit a bid pursuant to the immediately preceding clause (1)), ALLTEL shall provide ATC redacted copies (only as to the name, address or

other identifying information associated with the company submitting such bid) of bids submitted by three (3) other reputable and experienced contractors to provide such installation or modification services, and ATC shall have the exclusive right to perform such services at the terms and conditions set forth in and at a price equal to the lesser of (A) the amount of the last bid submitted by ATC pursuant to Section 13(b)(1) or (2), if any, or (B) the lowest of the three (3) competing bids (provided, however, that in the event that the lowest bid is more than 10% less than the next lowest bid, the next lowest bid shall be used instead of the lowest competing bid based on the three competing bids submitted by ALLTEL) by notifying ALLTEL within five (5) business days after ATC's receipt of the three (3) competing bids (but after the expiration of the exclusive negotiation period) whether ATC will perform the services, in which event ATC shall commence the services as soon as reasonably practicable or as mutually agreed to by the Parties hereto after the negotiation and execution of an installations services construction agreement between the Parties with respect to such installation.

(3) If ATC shall notify ALLTEL that ATC shall not perform the services as set forth in this Section 13(b), or if ATC shall fail to notify ALLTEL during the five (5) business day period after ATC's receipt of all of the competing bids, ALLTEL shall have the right to use another contractor of its choice to perform the associated services with respect to such request for proposal. In no event shall this Section 13(b) apply to modifications of existing ALLTEL Equipment, Microwave Equipment, or Additional ALLTEL Equipment where such modifications do not involve the installation of additional or replacement ALLTEL Equipment or Additional ALLTEL Equipment on the Tower and shall specifically exclude (X) any ALLTEL Work not associated with Communications Equipment located on the Tower (for example, installation of shelters and cabinets), and (Y) replacements of individual items resulting from wear and tear or repair (for example, this Section shall not be applicable to the replacement of one damaged cable or one non-working antenna panel but shall apply in the event of a replacement of an ALLTEL panel array with a replacement antenna array).

(4) Subject to Section 36(w) and the installation construction agreement executed by the Parties with respect to a Site for the performance of services by ATC pursuant to this Section 13(b), (A) in the event that the aggregate number of Sites at which ATC materially fails to complete the installation of ALLTEL's equipment to be installed on or before the date specified in the associated installation construction agreement for each Site during any consecutive twelve month period exceeds the greater of (a) twenty five (25) Site or (b) fifteen percent (15%) of the total number of Sites that ATC performed installations services for ALLTEL pursuant to this Section 13(b) during such 12-month period, ATC's exclusive negotiation and right of first refusal under this Section 13(b) shall be suspended for the immediately following consecutive twelve (12) month period but at the expiration of such period ATC's rights hereunder shall resume, and (B) in the event that ATC's rights are suspended twice pursuant to Section 13(b)(4)(A) during any consecutive five (5) year period,

ALLTEL may terminate ATC's rights under Section 13(b) for the remainder of the Term by providing ATC with written notice of the termination of this Section 13(b) at anytime thereafter. Notwithstanding the foregoing, in the event that this Section 13(b) is suspended or terminated during the Term, ALLTEL shall pay ATC an inspection fee of three thousand five hundred dollars (\$3,500) in the event that ALLTEL installs (or utilizes a third party) to install or modify any ALLTEL Equipment or Additional ALLTEL Equipment that would have otherwise been governed by this Section 13(b) at any Site.

#### SECTION 14. Damage to the Site, Tower or the Improvements.

(a) If there occurs a casualty which damages or destroys all or a Substantial Portion of any Site, then either party shall have the right to terminate, as hereinafter provided in this Section 14(a), this Sublease (but, in the case of ALLTEL, only to terminate its use of ALLTEL's Reserved Space, Microwave Reserved Space and/or Additional ALLTEL Space) as to such Site without any further liability or obligation of either party by delivering written notice of termination to the other party within 30 days of the occurrence of the casualty. If ALLTEL exercises its termination right and ATC does not exercise its termination right in accordance with this Section 14, ALLTEL's rights to use the Reserved Space, Microwave Reserved Space and/or Additional ALLTEL Space shall terminate as to the affected Site, ALLTEL's obligation to pay the Site Maintenance Charge and/or any Additional ALLTEL Maintenance Charge, as applicable, shall terminate as of the date of such casualty, and ALLTEL's Reserved Space, Microwave Reserved Space and/or Additional ALLTEL Space, as applicable, on such Site shall become Subleased Property. If ATC exercises its termination right in accordance with this Section 14 (without regard to whether or not ALLTEL exercises its termination right), the Term shall be deemed to have expired as to the affected Site on the date of such casualty, as if such date were the Site Expiration Date as to such Site.

(b) If any Site (including the Tower and Site Improvements thereon) is damaged or destroyed by casualty (whether or not the damage or destruction affects a Substantial Portion of the Site), ATC, at its sole cost and expense, shall (i) promptly and diligently proceed with the adjustment of ATC's insurance Claims in respect thereof, and (ii) thereafter, if the damage or destruction affected less than a Substantial Portion of the Site or if both Parties have elected not to exercise their termination rights under Section 14(a) and to the extent required by this Section 14, promptly commence, and diligently prosecute to completion, the Restoration of the same within a period of two months after the date of receipt of all Governmental Approvals required to repair or reconstruct the Site, if any (it being understood that ATC shall timely file and diligently pursue any such required Governmental Approvals). The Restoration shall be carried on and completed in accordance with the provisions and conditions of this Section 14.

(c) All Proceeds of ATC's insurance shall be held by ATC for the mutual benefit of ATC and ALLTEL on account of such damage, shall be applied to the payment of the costs of the Restoration and shall be paid out from time to time as the Restoration

progresses. Any portion of the Proceeds of ATC's insurance (excluding those payable with respect to damage to ALLTEL Equipment) applicable to a particular Site remaining after final payment has been made for work performed on such Site shall be retained by and be the property of ALLTEL. If the cost of Restoration exceeds the Proceeds of ATC's insurance, ATC shall pay the excess cost.

(d) Without limiting ATC's obligations hereunder in respect of a Site subject to a casualty, in the event ATC is required to cause the Restoration of a Site that has suffered a casualty, ATC shall make available to ALLTEL a portion of the Subleased Property of such Site for the purpose of ALLTEL locating a temporary communications facility, such as a "cell on wheels," and shall give ALLTEL priority over Third Party Tenants at such Site as to the use of such portion; provided, however, that ATC's obligations shall be subject to the following: (i) the placement of such temporary communications facility does not interfere in any material respect with ATC's Restoration and repair of such Improvements; (ii) ALLTEL obtains any permits and approvals, at ALLTEL's cost and expense, required for the location of such temporary communications facility on such Site; and (iii) there is available space on the Site for placing such temporary communications facility. The Site Maintenance Charge and any Additional ALLTEL Maintenance Charge with respect to the affected Site shall be abated during any period that the Site Improvements have not been Restored following a destruction or casualty so long as ALLTEL is unable to conduct its Permitted Use on substantially the same basis and without a material increase in costs from a temporary location at the Site during any period of Restoration.

(e) The foregoing provisions of this Section 14 apply only to damage of each Site by fire, casualty, or other cause or event occurring after the applicable Site Commencement Date.

(f) If either Party, any Affiliate of either Party, or its contractors, vendors or agents damage any Site as a result of a grossly negligent or intentional act or omission, or failure to perform its obligations under this Sublease, the responsible Party will, at its sole cost and expense, promptly repair and restore the Subleased Property of such Site to its respective condition prior to such damage.

(g) If ATC fails to complete the Restoration of the Subleased Property, of any Site required under this Sublease within two months after the receipt of any required Governmental Permits, ALLTEL may terminate this Sublease as to the applicable Site upon giving ATC written notice of its election to terminate within 15 days following the expiration of such time period; provided, however, that if ATC's failure to complete such Restoration within such two-month period is caused by (i) failure to obtain a new permit as long as ATC has timely filed and diligently pursued such permits, or (ii) ATC's inability to have access to the affected Site, such two-month period shall be extended accordingly in order to allow ATC to complete the Restoration.

#### SECTION 15. Interference.

(a) Interference With a Pre-Existing Use. Notwithstanding anything to the contrary in this Agreement but subject to Section 15(f), ALLTEL's use of any Sites and its operation of all ALLTEL Equipment, Microwave Equipment and Additional ALLTEL Equipment, as applicable, thereon (including any subsequent modification or alteration thereto) shall be conducted in a manner that does not interfere electrically with any then preexisting use of any Site by ATC or any Third Party Tenant of the Tower ("Pre-Existing Use"; it being understood that no use by ATC or any Third Party Tenant shall be considered a Pre-Existing Use unless, after commencement of such use by ATC or the Third Party Tenant, ALLTEL shall have installed or modified the ALLTEL Equipment or changed frequencies with respect to the ALLTEL Equipment in question). In the event that any Pre-Existing Use experiences interference caused by ALLTEL or ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment, as applicable, ATC shall notify ALLTEL in writing of such interference and ALLTEL shall power down its equipment and/or cease operations in order to correct and eliminate such interference within 72 hours after ALLTEL's receipt of such notice. If ALLTEL does not cease all interfering operation within such 72-hour period, ATC shall have the right to disconnect ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment, as applicable, until such time as ALLTEL can affect repairs to the interfering ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment, as applicable. ALLTEL may continue to operate its equipment intermittently during off-peak hours for testing purposes only during the 30-day period following the initial notice. If ALLTEL is not able to remedy its interference with a Pre-Existing Use within 30 days after the initial notice, ALLTEL shall cease the operations of the objectionable ALLTEL Equipment and stop providing services from the applicable Reserved Space, Microwave Reserved Space or Additional ALLTEL Space at the Site in its entirety (including the Tower and Site Improvements) until the interference problems are resolved. In no event shall ALLTEL be relieved from its obligation to pay the Site Maintenance Charge or Additional ALLTEL Maintenance Charges during any period that it can not and to the extent that it can not operate the ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment, as applicable, under this Section 15(a). Subsequent to a written request by ATC, in ATC's sole discretion and at ALLTEL's sole cost and expense, each ALLTEL transmitter shall have a circulator and harmonic filter installed between the transmitter output and antenna feedline, but only if such ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment, as applicable, is interfering with a Pre-Existing Use at the Site. Also, ATC may, at its option, require ALLTEL to supply, at ALLTEL's sole cost and expense, additional radio frequency interference (RFI) limiting equipment for installation on the equipment of any user whose equipment is experiencing such interference. In the event that ALLTEL is notified of any interference experienced by a Pre-Existing Use on the Site alleged to be caused by ALLTEL's operations thereon, ALLTEL shall cooperate with ATC and any Third Party Tenant to eliminate such interference.

(b) Interference by a Subsequent Use. ALLTEL acknowledges and agrees that ATC intends to market to Third Party Tenants space on the same Tower and at the same Sites (including equipment structures and shelters) as are used hereunder by ALLTEL,

provided that, subject to Section 15(f), (i) ATC agrees that ATC's and all Third Party Tenants' use of the Tower with respect to equipment that is installed or modified (including, without limitation, a modification of frequency) subsequent to ALLTEL's then-current operation of ALLTEL's Equipment thereon ("Subsequent Use") will not electrically interfere with ALLTEL's then-current operations, and (ii) ATC shall not and shall not permit Third Party Tenants to install or change, alter or improve the frequency, power, or type of Communications Equipment that electrically interferes with ALLTEL's then-current operations or is not authorized by, or violates, any applicable Laws (and ATC shall require any Third Party Tenant who subleases or licenses Available Space on any Tower or Site Improvement to covenant to comply with the foregoing). In the event that ALLTEL experiences interference caused by any Subsequent Use, ALLTEL shall notify ATC in writing of such interference and ATC shall, or shall cause the operator of the interfering Subsequent Use, to power down its equipment and/or cease operations in order to correct and eliminate such interference within 72 hours after ATC's receipt of such notice. If such Third Party Tenant does not cease all interfering operation within such 72-hour period, ATC shall (subject to its rights and obligations under any Third Party Existing Lease) disconnect the Communications Equipment causing such interference until such time as such Third Party Tenant can affect repairs to the interfering Communications Equipment. If such Subsequent Use is unable to operate without causing such interference, or if such interference is not reduced to a level acceptable to ALLTEL, within a period of 30 Days (provided that during such 30-Day period the Subsequent Use may be operated intermittently during off-peak hours for testing purposes only), then ATC shall cause such Third Party Tenant (other than ALLTEL in respect of the Available Space) to cease the operations of the objectionable Communications Equipment until the interference problems are resolved. Except as otherwise provided in Section 15(f), ATC hereby acknowledges that its has an affirmative obligation to ALLTEL to cause any such interfering Subsequent Use to cease any interfering operations in accordance with this Section 15(b). Subsequent to a written request by ALLTEL (but only to the extent that ATC has the right to compel any Third Party Tenant to comply), in ALLTEL's sole discretion and at no cost or expense to ALLTEL, Third Party Tenant transmitters shall have a circulator and harmonic filter installed between the transmitter output and antenna feedline, but only if such equipment is interfering with ALLTEL Equipment, Microwave Equipment and/or Additional ALLTEL Equipment at the Site. In the event that ATC is notified of any interference experienced by ALLTEL alleged to be caused by a Subsequent Use on the Site, ATC shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary, at no cost or expense to ALLTEL, to eliminate such interference. The Site Maintenance Charge and any Additional ALLTEL Maintenance Charge with respect to the affected Site shall be abated during any period that, but only to the extent that, ALLTEL is unable to conduct its operations from the Site due to an interference caused by a Subsequent Use in addition to any other rights and remedies available to ALLTEL under this Sublease or at Law.

(c) Interference With Lighting and Building Systems. In no event shall ALLTEL's use of any Sites or operation of any of the ALLTEL Equipment, Microwave Equipment and Additional ALLTEL Equipment, as applicable, thereon be conducted in a



manner that interferes with the lighting system located on any of the Towers or building systems.

(d) Dispute as to Cause of Interference. Any dispute as to the cause of interference under this Section 15 that can not be resolved by the affected parties shall be submitted to a professional engineer mutually agreed to in good faith by the parties and such engineer's decision as to the cause of such interference shall be final and binding upon the parties. If such interference to a Pre-Existing Use is found to be caused by any installation of ALLTEL Equipment, Microwave Equipment and Additional ALLTEL Equipment, as applicable, or any subsequent modification or alteration thereto or by operation of such ALLTEL Equipment, Microwave Equipment and Additional ALLTEL Equipment, as applicable, by ALLTEL, the fees and charges of the engineer to whom the dispute is referred shall be borne by ALLTEL. If such interference is found not to be caused by such installation of ALLTEL Equipment, Microwave Equipment and Additional ALLTEL Equipment, as applicable, or any subsequent modification, alteration or operations thereof, the fees and charges of the engineer to whom the dispute is referred shall be borne by the responsible party, or, if a Third Party Tenant fails to pay, ATC. Notwithstanding anything in this Section 15 to the contrary, in the event any interference occurs in respect of a Site and the source of such interference is not determinable by the foregoing procedures, it shall be assumed (solely for the purposes of determining whether ALLTEL or ATC is responsible for proceeding under this Section 15) that a Third Party Tenant and not ALLTEL is the cause of such interference, ATC shall be responsible for the performance of its obligations under Section 15(b) in respect of such interference, and ALLTEL shall be relieved of any obligations under 15(a) in respect of such interference, unless and until it is determined that ALLTEL is the cause of such interference.

(e) No Illegal or Unpermitted Use. Notwithstanding anything to the contrary, nothing in Section 15 shall be deemed or interpreted to authorize ALLTEL to illegally transmit on any frequency, to transmit on a channel or frequency not specified in the Site Designation Supplement (subject to ALLTEL's rights under Section 10(d)), to operate at variance from the specifications in its FCC license or the FCC's rules governing ALLTEL's operation of its ALLTEL Equipment, Microwave Equipment and Additional ALLTEL Equipment, as applicable, or to provide any protection to ALLTEL from interference from parties who are not users of the Towers; provided, for the purposes of this Section 10(e), ATC is considered to be a user of the Tower, and, provided further, if ATC is the owner or manager of any other tower or location which is alleged to be the source of any interference of the type addressed by this Section 15(e), ATC shall be obligated to perform (or cause to be performed) whatever actions are commercially reasonable and necessary and that are within ATC's rights and powers with respect to such other tower, location or tenant, at no cost or expense to ALLTEL, to eliminate such interference. In accordance with and subject to Section 10(d), in no event shall ALLTEL operate on any frequency other than those set forth in the applicable Site Designation Supplement, as mutually amended from time to time in accordance with the terms and conditions of this Sublease.

(f) FCC Part 15 Use. In the event that any of ALLTEL's operations from a Site are governed by Part 15 of the FCC's rules and regulations (47 C.F.R. (S) 15.1, et seq.) as updated, amended and/or superseded by any and all Laws ("Part 15"), ALLTEL's rights pursuant to Section 15 with respect to such use shall only be enforceable with respect to interference which is not governed by Part 15. ALLTEL acknowledges and agrees that ALLTEL has an obligation pursuant to Part 15 and pursuant to this Sublease to cooperate, in good faith, with all other users (including Part 15 users) of the Site and ATC, regardless of the frequency utilized by such other user or whether such users began operations from the Site prior to or subsequent to ALLTEL's then-current use, to eliminate any and all interference caused by or experienced by ALLTEL's use of the frequencies pursuant to Part 15. With respect thereto, ALLTEL acknowledges that ATC anticipates that the Site may be or is licensed to and utilized by multiple users sharing the same frequencies under Part 15. Notwithstanding anything to the contrary in this Sublease or any Site Designation Supplement, ATC makes no representations or warranties with respect to whether or not any other users of the Sites are utilizing frequencies governed by Part 15, including without limitation any frequency which ALLTEL intends to utilize at any Site.

(g) Limitations; Clarifications. For the purposes of this Section 15, (i) any change, alteration or improvement in the frequency, power, configuration or type of Communications Equipment shall be deemed a "modification"; (ii) each and every use of the defined term "Third Party Tenant" shall exclude ALLTEL and any of its Affiliates and shall exclude any Pre-Existing Tenant to the extent that the provisions of this Section 15 are inconsistent with the terms and conditions of its associated Existing Third Party Lease; and (iii) each and every use of the defined term "Reserved Space" shall include any Additional ALLTEL Space and Microwave Reserved Space.

#### SECTION 16. Regulatory Compliance.

(a) FAA and FCC Rules and Regulations. Subject to the terms and conditions of this Sublease and without limiting the generality of Section 16 (c), the Parties hereby agrees with respect to the following matters governed by the Laws promulgated by the FCC and FAA:

(i) FCC Form 854 Filings for ATC or Third Party Tenant Work. In the event that any ATC Work at a Site or any installation or modification of any Third Party Tenant Property (but excluding those obligations retained by ALLTEL under Section 16(c)(i)) requires the filing of any FCC Form 854, the Parties shall proceed as follows:

(A) ATC shall, at its own cost and expense, provide ALLTEL with all necessary and reasonably appropriate information for the preparation of such FCC Form 854;

(B) ALLTEL shall promptly file such FCC Form 854 with the FCC in ALLTEL's name and concurrently provide ATC with verification of such filing;

(C) Upon receipt of any antenna structure registration certificate or modification certificate, ALLTEL shall promptly provide a copy of such certificate to ATC;

(D) Notwithstanding anything to the contrary in this Section 16(a)(i), as between ATC and ALLTEL, ATC shall be responsible to ALLTEL for (x) the completeness (except for information that can only be provided by ALLTEL) and accuracy of the information provided to the FCC with respect to any FCC Form 854 filed by ALLTEL upon ATC's request and (y) the determination under applicable Law as to whether or not any ATC Work or addition or modification to any Third Party Tenant Property (but excluding those obligations retained by ALLTEL under Section 16(c)(i)) requires the filing of any FCC Form 854 with the FCC or any amendment thereto; and

(E) Notwithstanding anything to the contrary in this Section 16(a)(i), as between ATC and ALLTEL, ALLTEL shall be responsible to ATC for filing any FCC Form 854 requested by ATC (x) in a prompt manner in accordance with the procedures developed by the Parties pursuant to Section 16(c)(xi), (y) consistent with the information provided by ATC to be included therein (unless, in each case under clauses (x) and (y), ALLTEL reasonably objects to the accuracy or completion of such information, in which event, ALLTEL shall promptly notify ATC and the Parties shall work together in a diligent and timely manner to resolve any such dispute prior to the filing of such FCC Form 854), and (z) for the completeness and accuracy of the information required by or provided to the FCC with respect to any FCC Form 854 filed by ALLTEL with respect to information that is solely within ALLTEL's knowledge or possession.

(F) ATC shall be responsible for all filing fees and expenses imposed by the FCC with respect to any filings made pursuant to this Section 16(a)(i).

(ii) FCC Form 854 Filings for ALLTEL Work. In the event that any ALLTEL Work at a Site requires the filing of any FCC Form 854, the parties shall proceed as follows:

(A) ALLTEL shall, at its own cost and expense, prepare and file (in ALLTEL's name) all necessary and reasonably appropriate information for the FCC Form 854;

(B) ATC agrees to reasonably cooperate with ALLTEL with respect to any information required by ALLTEL in the preparation of such FCC Form 854, at ALLTEL's sole cost and expense;

(C) Concurrently with ALLTEL's filing of the FCC Form 854, ALLTEL shall provide ATC with verification of such filing;

(D) Upon receipt of any antenna structure registration certificate or modification certificate, ALLTEL shall promptly provide a copy of such certificate to ATC; and

(E) Notwithstanding anything to the contrary in this Section 16(a)(ii), as between ATC and ALLTEL, ALLTEL shall be solely responsible for (x) the completeness and accuracy (except for information that can only be provided by ATC) of the information provided to the FCC with respect to any FCC Form 854 filed by ALLTEL in connection with ALLTEL Work and (y) the determination as to whether or not any ALLTEL Work requires the filing of any FCC Form 854 with the FCC.

(F) Notwithstanding anything to the contrary in this Section 16(a)(ii), as between ATC and ALLTEL, ATC shall be responsible to ALLTEL for the completeness and accuracy of the information provided by ATC with respect to any FCC Form 854 filed by ALLTEL hereunder.

(G) ALLTEL shall be responsible for all filing fee and expenses imposed by the FCC with respect to any filings made pursuant to this Section 16(a)(ii).

(iii) FCC EMF Rules and Regulations. The Parties hereto acknowledge and agree that as of the Effective Date, only FCC licensees (and not tower operators or owners) are responsible under the rules and regulations of the FCC for compliance with guidelines and procedures for evaluating environmental effects of RF emissions from Communications Equipment on or from the Site, in strict compliance with FCC OET Bulletin 65, entitled Evaluating Compliance with FCC Guidelines for Human Exposure to Radio frequency Electromagnetic Fields, Edition 97-01, released August 1997 ("OET Bulletin 65"), including the completion of radio frequency worksheets showing compliance with the guidelines set forth in OET Bulletin 65 and all existing and future Laws related thereto (collectively, "EMF Rules"). Accordingly, subject to the provisions of this Section 16(a)(iii) (including any change in EMF Rules after the Effective Date), ALLTEL shall be solely responsible for ALLTEL's compliance with the EMF Rules at the Site with respect to its operations as an FCC licensee and/or the operation of its transmission equipment thereon and in the event that any remedial or corrective measures are required as a result of the installation, modification, or operation of the ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment at a Site, ALLTEL shall perform any necessary remedial or

corrective measure required to be performed by ALLTEL in accordance with applicable Law, including, without limitation, the rules and regulations of the FCC. Notwithstanding anything to the contrary, in no event shall either Party shall have any obligation, responsibility or liability to the other Party with respect to the failure of any Third Party Tenant to comply with the provisions of the EMF Rules at a Site. ATC acknowledges and agrees that ALLTEL may communicate directly with any Third Party Tenant at a Site with respect to compliance with EMF Rules. Notwithstanding anything to the contrary in this Section 16(a)(iii), in the event that the rules and regulations of the FCC subsequently change so that Tower owners or Tower operators are responsible for the compliance with some or all of the EMF Rules, the Parties hereto agree and acknowledge that ATC shall be responsible to ALLTEL for any responsibility, liability, or obligation thereunder to the extent that the then-current EMF Rules impose such responsibility, liability or obligation on Tower owners or Tower operators (except to the extent that such liability, obligation or responsibility is caused by the acts or omissions of ALLTEL or its Affiliates or the installation, operation, or modification of the ALLTEL Equipment, Microwave Equipment or the Additional ALLTEL Equipment).

(iv) FAA Rules and Regulations and Other FCC Rules and Regulations. With respect to any obligations under any Laws promulgated by the FCC and FAA other than those specifically set forth in Sections 16(a)(i), 16(a)(ii), 16(a)(iii) and 16(b),

(A) To the extent that a Tower owner or operator is responsible under any Laws promulgated by the FCC or FAA (including, without limitation, resulting from ATC Work or Third Party Tenant work at a Site), ATC shall be responsible to ALLTEL for all certificates, permits, licenses, responses, and other approvals required by or imposed by, or required in order to comply with, such Laws relating to any Site, Towers, Site Improvements, and Subleased Property (but excluding those obligations retained by ALLTEL under Section 16(c)(i)) in accordance with the following:

(1) ATC shall, at no cost or expense to ALLTEL, provide (or cause the Third Party Tenant to provide) ALLTEL with all necessary and reasonably appropriate information for the preparation of any such certificates, permits, licenses, responses and other approvals;

(2) ALLTEL shall, at ATC's or the applicable Third Party Tenant's cost and expense, provide ATC with all necessary and reasonably appropriate information for the preparation of any such certificates, permits, licenses, responses and other approvals that can not be obtained by ATC or the Third Party Tenant and that are in the possession and knowledge of ALLTEL;

(3) ALLTEL shall promptly file any such certificate, permit, license, response or other approval required or reasonably desired by ATC with respect to operations at the Site, and ALLTEL shall concurrently provide ATC with verification of such filing or submission;

(4) Upon receipt of any correspondence, response, or approval from the FCC or FAA with respect to any of the foregoing, the ALLTEL shall promptly provide a copy of such correspondence, response, or approval to ATC;

(5) Notwithstanding anything to the contrary in this Section 16(a)(iv), as between ATC and ALLTEL, (w) each Party shall be responsible to the other Party for the completeness, accuracy and timely filing or submission of the information that was provided to by such Party and submitted (or to be submitted) to the FCC or FAA, (x) ATC shall be responsible to ALLTEL for the determination as to whether or not any certificate, permit, license, response or other approval is required; (y) each Party has the right to reasonably object to the accuracy or completeness of the information provided by the other Party, in which event, the objecting Party shall promptly notify the other Party and the Parties shall work together in a diligent and timely manner to resolve any such dispute prior to the filing or submission to the FCC or FAA (subject to any FCC or FAA required response timeframes);

(6) ATC shall be responsible for all filing fees and expenses imposed by the FCC and FAA with respect to any filings made pursuant to this Section 16(a)(iv)(A).

(B) To the extent that an FCC licensee or operator of receiving or transmitting equipment is responsible under the FCC or FAA rules and regulations (including, without limitation, FCC Authorizations), ALLTEL shall be solely responsible for all certificates, permits, licenses, responses, and other approvals required by or imposed by and compliance with FCC and FAA regulations relating to the installation, modification, or operation of the ALLTEL Equipment, Microwave Equipment, Additional ALLTEL Equipment, ALLTEL's wireless communication operations from the Site, or ALLTEL's obligations as an FCC licensee) in accordance with the following:

(1) ATC shall, at ALLTEL's cost and expense, provide ALLTEL with all necessary and reasonably appropriate information for the preparation of any such certificates, permits,

licenses, responses and other approvals that can not be obtained by ALLTEL;

(2) Notwithstanding anything to the contrary in this Section 16(a)(iv), as between ATC and ALLTEL, (x) each Party shall be responsible to the other Party for the completeness, accuracy and timely filing or submission of the information that was provided to the other Party to such Party and submitted (or to be submitted) to the FCC or FAA, and (y) ALLTEL shall be solely responsible for the determination as to whether or not any such certificate, permit, license, response or other approval is required.

(3) ALLTEL shall be responsible for all filing fees and expenses imposed by the FCC and FAA with respect to any filings made pursuant to this Section 16(a)(iv)(B).

(v) FCC Authorizations. Without limiting ATC's obligations under Section 12, this Section 16 and the other provisions of this Sublease, the Parties acknowledge that ALLTEL is licensed by the FCC to provide wireless communications services and that the Sites are used to provide those services. Nothing in this Sublease shall be construed to transfer control of any FCC Authorization held by ALLTEL or the ALLTEL Affiliates to ATC or to limit the right of ALLTEL and the ALLTEL Affiliates to take all necessary actions to comply with their obligations as an FCC licensee or with any other legal obligations to which they are or may become subject and shall not impose upon ATC any such obligation which relates to ALLTEL's or the ALLTEL Affiliate's position as a licensee of the FCC.

(vi) Tower Lighting & Marking Obligations. ALLTEL agrees that, subject to this Section 16(a)(vi), all tower lights, associated cables, wires and lines, any other monitoring boxes or devices used to monitor the Tower lighting system (if any) ("Lighting and Monitoring Equipment") are hereby leased or subleased to ATC with each Tower during the Term of and as part of this Sublease, together with ATC's co-terminus right to continued shared use of any associated back-up power or generator for such Lighting and Monitoring Equipment as described below.

(A) Maintenance of Tower Equipment and Connections. ATC shall be solely responsible for the repair, maintenance and any required replacement of the Lighting and Monitoring Equipment that is located outside of ALLTEL's locked shelter or compound area and subject to Section 16(a)(vi)(B)(Z), ATC shall be solely responsible for the repair, maintenance and any required replacement of the Lighting and Monitoring Control Devices.

(B) Maintenance of Lighting and Monitoring Control Devices - ALLTEL's Options. With respect to any portion of the Lighting and Monitoring Equipment that are located within ALLTEL's locked shelter, building or compound area ("Lighting and Monitoring Control Devices"), ALLTEL may elect any one or more of the following, in its sole discretion, at any time during the Term with respect to a Site: (A) ALLTEL may relocate and weatherproof the Lighting and Monitoring Control Devices outside of the locked area, at ALLTEL's sole cost and expense, at an outdoor location with unrestricted access to ATC, (B) ALLTEL shall provide ATC with prompt access, in accordance with the procedures developed by the Parties pursuant to Section 16 (c)(xi), upon ATC's request, to ALLTEL's shelters or buildings in the event that ATC desires or is required to perform any maintenance, repair or replacement of any of the Lighting and Monitoring Control Devices, at no cost to ATC, (Y) notwithstanding anything to the contrary in this Sublease, ATC shall have no responsibility or obligation (including, without limitation, any indemnification obligations) to ALLTEL in the event that any Loss and Expense or Action is a direct and sole result of ALLTEL's failure to provide timely access to ATC under this Section 16(a)(vi) (in accordance with the procedures developed by the Parties pursuant to Section 16(c)(xi)), and (Z) ALLTEL agrees that upon ATC's request, ALLTEL shall perform any specifically requested repair, replacement or maintenance of the Lighting and Monitoring Devices as reasonably requested by ATC, from time to time, at ATC's sole and reasonable cost and expense (payable within 30 days after ATC's receipt of an invoice, together with verifiable documentation with respect to such costs and expenses) or (C) ALLTEL may provide ATC with a key or lockcode for unrestricted access to all of the Internal Lighting and Monitoring Control Devices (it being understood that ATC shall only access such locked shelters, building or compound area to perform its obligations under this Section 16(a)(vi) and not for any other purpose), in which event ATC shall be solely responsible for the repair, maintenance and any required replacement of any of such Lighting and Monitoring Control Devices.

(C) Maintenance of Lighting and Monitoring Control Devices - ATC's Options. Notwithstanding anything to the contrary in this Section 16(a)(vi), ATC shall have the right, at its cost and expense and in its sole discretion, to do any one or more of the following at any time during the Term with respect to a Site: (W) ATC may, at its sole cost and expense, install and maintain its own Lighting and Monitoring Control Devices, in which case, ATC shall no longer be responsible for any obligations to ALLTEL with respect to the Lighting and Monitoring Control Devices located within the ALLTEL shelter or building, and ATC's sublease interest in the Lighting and Monitoring Control Devices shall automatically terminate and ALLTEL shall have no further obligation to



ATC with pursuant to Section 16(a)(vi)(B) or (E), (X) ATC may request in writing, and ALLTEL shall cooperate with ATC to allow ATC, at its sole cost and expense, to obtain a data feed from all existing Lighting and Monitoring Control Devices, in which case, ALLTEL shall no longer be responsible for any obligations to ATC pursuant to Section 16(a)(vi)(E), (Y) ATC may request in writing, and ALLTEL shall permit ATC access to the contact point box so that ATC may install, at its sole cost and expense, its own direct links to the Lighting and Monitoring Control Devices in which case, ALLTEL shall no longer be responsible for any obligations to ATC pursuant to Section 16(a)(vi)(E) and ATC shall be responsible for providing its own dedicated telephone lines and any wiring, at ATC's sole cost and expense, installed by ATC, or (Z) ATC may relocate and weatherproof the Lighting and Monitoring Control Devices outside of the locked area, at ATC's sole cost and expense, at location selected by ATC.

(D) Maintenance of Back-Up Power. ALLTEL shall be solely responsible for the repair, maintenance and any replacement of any back-up power or generator servicing the Lighting and Monitoring Equipment; provided, that ATC agrees to reimburse ALLTEL for its pro-rata share of use of such generator (including associated fuel) within 30 days after receipt of any invoice together with associated verifiable receipts. Notwithstanding anything to the contrary, ALLTEL shall not be required to provide ATC with access to back-up power or generator in the event that ALLTEL does not or ceases use of a generator at any Site.

(E) NOCC Notification. Without in any way affecting ATC's obligations relating to lighting, ALLTEL agrees to monitor the lighting system serving the Towers or the Site Improvements during the Term and to notify ATC promptly of any failure in accordance with the procedures developed by the Parties pursuant to Section 16(c)(xi) at the following telephone number: 800-830-3365, it being understood that ALLTEL shall perform such monitoring solely as an accommodation to ATC and without incurring any obligation or liability therefor other than responsibility for (A) ALLTEL's NOCC promptly contacting ATC's NOCC as set forth in this Section 16(a)(vi)(E) and in accordance with the procedures developed by the Parties pursuant to Section 16(c)(xi) in the event of any tower lighting failure or alarm problem, and (ii) any other express ALLTEL obligation under this Section 16(a)(vi).

(F) Utilities Charges Associated with the Lighting and Monitoring Equipment. In the event that the power utilities servicing the Lighting and Monitoring Equipment are not separately metered from ALLTEL's utilities at a Site, ATC shall pay ALLTEL a fixed fee of forty dollars (\$40.00) per month (as increased each year by the CPI Change) or

each such Site to compensate ALLTEL for the usage of such power for the Lighting and Monitoring Equipment operation.

(G) Tower Marking Obligations. From and after the applicable Site Commencement date, ATC shall be solely responsible for the maintenance of any required Tower marking (including, without limitation, repainting) in accordance with the Laws promulgated by of the FCC and FAA.

(H) Responsibility for Tower Lighting Compliance. For each Site where such lighting systems are required to be installed by Law, ATC agrees to monitor and maintain the lighting system serving such Site in accordance with this Section 16(a)(vi) and will notify the appropriate FAA service office and any other applicable Governmental Authority of any lighting failure (or alarm of such failure) upon discovering such failure within the time period required by Law. In addition, ATC agrees, as soon as practicable, to repair the failed lighting on an Emergency basis and to notify ALLTEL and, if required by Law, the applicable Governmental Authorities upon successful completion of the repair or other resolution. Notwithstanding anything to the contrary contained in Section 27, ATC shall use its reasonable best efforts to successfully schedule such repair and repair the failed lighting within the foregoing time periods. Notwithstanding anything to the contrary contained herein, ATC shall indemnify, defend and hold each ALLTEL Indemnitee harmless from and against any and all Loss and Expense paid, suffered, incurred or sustained by any ALLTEL Indemnitee by reason of, arising out of, or in connection with any failed lighting whether or not ATC shall have complied with the provisions of this Section 16(a)(vi) unless such Loss and Expense arise out of or by reason of ALLTEL's Indemnitee's negligence or intentional misconduct. In addition to and not in limitation of Sections 27, if ATC defaults under this Section 16(a)(vi), ALLTEL, in addition to its other remedies pursuant to this Sublease, at Law, or in equity, may elect to take appropriate action to repair or replace lights and invoice ATC for ALLTEL's associated reasonable expenses following written notice of no less than two (2) days to ATC. In addition, ALLTEL may terminate this Sublease as to such Site within fifteen (15) days of the occurrence of such default in the event that such default is not cured within the aforementioned cure period, or such longer period of time as may be reasonably required to complete such cure.

(b) Environmental Compliance.

(i) ATC shall, at its own expense, provide ALLTEL all necessary and available information concerning hazardous chemicals stored or used at each Site by Third Party Tenants, to permit ALLTEL to complete a Tier I inventory report pursuant to the Emergency Planning and Community Right to Know Programs (42 USC (S)11022).

ATC shall provide such hazardous chemical information to ALLTEL on or before January 31 of each year for each Site for which a Tier I inventory report is required.

(ii) ALLTEL shall, at its own expense (including, without limitation, filing fees), be responsible for the preparation and filing of any Tier II report pursuant to the Emergency Planning and Community Right to Know Programs (42 USC (S)11022) with respect to any Site at which ALLTEL is the only Person storing or using hazardous chemicals at the Site, other than Pre-Existing Tenants whose storage and use of hazardous chemicals has not changed since the Site Commencement Date with respect to such Site (the "ALLTEL Tier II Sites"; any Site other than an ALLTEL Tier II Site is referred to as an "ATC Tier II Site"). With respect to all ALLTEL Tier II Sites, the Parties agrees to the following procedures:

(A) No later than January 31 of each year, ATC shall confirm, at ATC's own expense, in writing to ALLTEL that no ALLTEL Tier II Site has become an ATC Tier II Site during the prior year due to any Third Party Tenant (including any Pre-Existing Tenant) storing or using, or changing levels of storage or use of, hazardous chemicals on the Site.

(B) ALLTEL shall provide ATC a copy of any Tier II report with respect to any ALLTEL Tier II Site concurrently with the filing of such report with the applicable Governmental Authority.

(C) Upon request to either ALLTEL or ATC by the state or local emergency planning commission or the local fire department, ATC shall, at its own expense, provide to ALLTEL all necessary and available information concerning hazardous chemicals stored or used at specific an ALLTEL Tier II Site by Third Party Tenants to permit ALLTEL to complete a Tier II inventory report.

(iii) ATC shall be responsible for the preparation and filing of any Tier II report with respect to any ATC Tier II Site pursuant to the following procedures:

(A) ATC shall be responsible for the determination as to whether or not any Tier II report is required with respect to any ATC Tier II Site.

(B) No later than January 31 of each year, ALLTEL shall, at its own expense, provide to ATC all necessary and available information concerning hazardous chemicals stored or used at specific Sites by ALLTEL to permit ATC to complete a Tier II inventory report.

(C) ATC will be responsible for collecting, at its own cost and expense, all necessary and available information concerning hazardous chemicals stored or used at specific Sites by Third Party Tenants to permit ATC to complete a Tier II inventory report.

(D) ATC shall provide ALLTEL a copy of any Tier II report with respect to any ATC Tier II Site concurrently with the filing of such report with the applicable Governmental Authority.

(E) ALLTEL agrees to reimburse ATC for the filing fees incurred with respect to any Tier II Report for an ATC Tier II Site for its pro rata portion of such fees based on the total number of Persons storing or using hazardous chemicals at the Site.

(F) Upon request to either ALLTEL or ATC by the state or local emergency planning commission or the local fire department, ALLTEL shall, at its own expense, provide to ATC all necessary and available information concerning hazardous chemicals stored or used at an ATC Tier II Site by ALLTEL to permit ATC to complete a Tier II inventory report.

(iv) ALLTEL shall be responsible for obtaining hazardous chemical inventory information for all Reserved Space, Microwave Reserved Space, or Additional ALLTEL Space, and ATC shall be responsible for obtaining hazardous chemical inventory information for all Subleased Space (other than with respect to a Pre-Existing Tenants under Pre-Existing Tenant Leases that do not give ATC the right to obtain such information).

(v) The Parties agrees as follows with respect to oil storage facilities or tanks installed or operated on a Site during the Term of this Sublease:

(A) With respect to any Site at which only oil storage facilities or tanks of ALLTEL or Pre-Existing Tenants are present as of the Site Commencement Date (the "ALLTEL SPCC Sites"; any Site other than an ALLTEL SPCC Site is referred to as an "ATC SPCC Site"), ALLTEL shall, at its own costs and expense, be responsible for maintaining any SPCC (Spill) Plans for any such ALLTEL SPCC Site on or after the Site Commencement Date and performing any annual inspections with respect thereto. Upon request by ALLTEL, ATC shall confirm in writing to ALLTEL that no Site previously designated as an ALLTEL SPCC Site has become an ATC SPCC Site due to any Third Party Tenant (including any Pre-Existing Tenant) expanding, installing or operating an oil storage facility or tank after the Site Commencement Date.

(B) ATC shall be responsible for maintaining any SPCC (Spill) Plans for any ATC SPCC Site on or after the Site Commencement Date and performing any annual inspections with respect thereto. ATC shall be responsible for the determination as to whether or not any modifications are required with respect to any SPCC (Spill) Plan and whether or not any new SPCC (Spill) Plans need to be adopted with respect to any ATC SPCC Site after the applicable Site Commencement Date. In making such determination, ATC shall be able to rely solely upon the accuracy and completeness of any information provided by ALLTEL or by any Pre-Existing Tenant (to the extent any Pre-Existing Tenant

Lease does not give ATC the right to obtain such information) relating to oil storage facilities or tanks installed or operated at such Sites by those Persons, and ATC shall be responsible for the collection of information from any other Third Party Tenants on such Site.

(C) Based upon the determination made pursuant to clause (B) of this Section 16(b)(v), ATC shall notify ALLTEL after the applicable Site Commencement Date when oil storage capacity of any individual aboveground tank installed by any Third Party Tenant exceeds 660 gallons or when the total storage capacity installed at any Site by Third Party Tenants exceeds: (1) 42,000 gallons of underground oil storage capacity or (2) 1,320 gallons of aboveground oil storage capacity.

(D) ALLTEL shall, at its own expense, provide all necessary and available information to ATC relating to oil storage facilities or tanks installed and operated by ALLTEL on any Site. Such information shall include tank owner, tank manufacturer, materials of construction, tank location on the Site and storage capacity.

(E) ALLTEL agrees to reimburse ATC for its reasonable out-of-pocket costs incurred under this Section 16(b)(v) for ALLTEL's pro rata portion of such expenses based on the total storage capacity maintained by all Persons at the Site.

(F) In no event shall ATC be responsible for preparing or filing petroleum storage tank registrations for tanks owned or operated by ALLTEL or any Third Party Tenants. In no event shall ALLTEL be responsible for preparing or filing petroleum storage tank registrations for tanks owned or operated by any Third Party Tenants.

(c) General Compliance Obligations.

(i) Except as otherwise expressly provided in this Sublease, (X) subject to clause (Y), ATC shall be solely responsible for compliance with all Laws at each Site and with respect to ATC's business, Laws associated with any obligation expressly assumed or reserved by ATC hereunder and the acts and omissions of ATC or its Affiliates and their agents, invitees, contractors or representatives (other than ALLTEL and its Affiliates), and (Y) subject to clause (X), ALLTEL shall be solely responsible for compliance with all Laws (including FCC Authorizations) with respect to its operation and use of the ALLTEL Equipment, Microwave Equipment, Additional ALLTEL Equipment, Laws associated with any obligation expressly reserved to ALLTEL hereunder and the acts or omission of ALLTEL or its Affiliates and their agents, invitees, contractors or representatives (other than ATC or its Affiliates).

(ii) In the event that any Party is required to reimburse the other Party under this Section 16, the Parties hereto agree that such reimbursement shall be

limited to reasonable out-of-pocket costs and expenses (excluding any attorney fees or costs) plus an administrative charge of five percent (5%) of such costs and expenses; provided, however, that neither Party shall be entitled to any reimbursement under this Section 16(c)(ii) in the event that such Party retains any third party to perform any associated services that such Party or the other Party could have performed in-house. The provisions of this Section 16(c)(ii) shall not apply to any costs or expenses incurred by (x) a Party pursuant to Section 26 or (y) ALLTEL pursuant to Section 16(a)(vi)(H).

(iii) Subject to the other provisions contained in this Sublease or the Agreement to Sublease, ATC's duties as to each Site include, without limitation, maintenance of required records and notification to Governmental Authorities (excluding records and notifications required to be kept or provided solely by FCC licensees or antenna equipment operators or with respect to any Communications Equipment and not by a Tower owner or operator), of any failure on ATC's or other responsible Person's (other than ALLTEL or any of its Affiliates) part and repairs and correction of same. ATC assumes all responsibilities, as to each Site, for any fines, levies, and/or other penalties imposed on any ALLTEL Indemnitee as a result of non-compliance by ATC with its obligations in this Section 16 ATC shall cause Third Party Tenants (except to the extent ATC has no right to cause such action under any associated Existing Tenant Lease) to maintain and repair all Communications Equipment on each Site; provided, however, that nothing in this Sublease shall require ATC to maintain the ALLTEL Equipment, Microwave Equipment and Additional ALLTEL Equipment, as applicable. ATC, at its own cost and expense, shall also make (or cause to be made) all ATC Improvements to the Sites (other than the Reserved Space, Microwave Reserved Space, or Additional ALLTEL Space) as may be required from time to time to meet the requirements of applicable Laws (regardless of the Person upon whom such requirements, by their terms, are normally imposed so long as such requirements are applicable only to obligations as a tower owner and not an operator of wireless equipment).

(iv) Notwithstanding anything to the contrary in this Sublease, each Party shall be afforded access to all of the other Party's records, books, correspondence, instructions, blueprints, permit files, memoranda and similar data (including, without limitation any data stored or collected by a third party on behalf of ATC or ALLTEL, as applicable, or any of their Affiliates) relating to the compliance of the Site (including the Reserved Space, Microwave Reserved Space, Additional ALLTEL Space, Towers and Site Improvements) with all applicable Laws, except privileged documents or where disclosure is prohibited by Law or Contractual Obligation. Such information shall be open for inspection and copying upon reasonable notice by the requesting party, at its cost, by its authorized representatives at reasonable hours at the applicable principal regional or area offices and shall be retained by each Party for a period of three (3) years after the expiration of this Sublease, or any extension thereof.

(v) Notwithstanding anything to the contrary in this Section 16, ATC shall cooperate with ALLTEL in ALLTEL's efforts to obtain any permits or other approvals that may be necessary for ALLTEL's permitted use of or operation from the Reserved Space, Microwave Reserved Space, or any Additional ALLTEL Space; provided, however that, notwithstanding the foregoing, (i) ATC shall not be required to expend any funds or undertake any liability or obligation in connection with the Reserved Space (or any expansions thereof or use of Additional ALLTEL Space) or ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment, as applicable, or ALLTEL's business, unless ATC has expressly agreed to expend such funds or undertake such obligation under this Sublease and (ii) with respect to zoning-related permits, authorizations, or similar rights, in no event may ALLTEL, its Affiliates, representatives, or agents encourage, suggest, participate in or permit the imposition of any restrictions whatsoever on ATC's Permitted Use or other current or future use or ability to sublease space at the Site as part of or in exchange for obtaining any such approval or permit. Notwithstanding anything to the contrary in this Section 16, ALLTEL shall cooperate with ATC in ATC's efforts to provide required information and to comply in all material respects with all Laws required or imposed by Governmental Authorities, including, without limitation, the FCC and FAA, applicable to each Site; provided, however that notwithstanding the foregoing, (i) ALLTEL shall not be required to expend any funds or undertake any liability or obligation in connection with the Subleased Property or any Communications Equipment or business of any Person other than ALLTEL or its Affiliates, unless ALLTEL has expressly agreed to expend such funds or undertake such obligation under this Sublease, , and (ii) with respect to such zoning-related permits, authorizations, or similar rights, in no event may ATC, its Affiliates, representatives, or agents encourage, suggest, participate in or permit the imposition of any restrictions whatsoever on ALLTEL's current use of Reserved Space, Microwave Reserved Space or any then-current Additional ALLTEL Space at the Site as part of or in exchange for obtaining any such approval or permit.

(vi) ATC agrees with respect to ATC Work and work by a Third Party Tenant, and ALLTEL agrees with respect to ALLTEL Work, that no such work shall be commenced until such Person has obtained all certificates, licenses, permits, authorizations, consents, and approvals necessary for such work from all Governmental Authorities having jurisdiction with respect to the applicable Site or the applicable work.

(vii) Nothing in this Sublease or this Section 16 shall require ATC or ALLTEL to provide any information that such Party is prohibited from disclosing by Law or by any Contractual Obligation existing as of the Effective Date.

(viii) In the event that any written filing, report, or response in hard copy form is required to be made with a Governmental Authority under Section 16(a), ATC agrees that it shall be responsible for the preparation and completion of the

written filing, report, or response in the form required by the applicable Governmental Authority, except to the extent that certain information required for such filing, report, or response can not be obtained by ATC and is in ALLTEL's possession or knowledge. With respect to any filing, report or response required to be made with a Governmental Authority under Section 16(a) for which a governmental form is not available, ATC and ALLTEL agree to mutually develop a standard form for the provision of such information to the other Party, including, without limitation a summary of the event that triggered the requirement of any filing or response.

(ix) In the event that either Party becomes aware of any incorrect information provided to or contained in any report, filing, certificate, permit, or correspondence with a Governmental Authority or any violation of any Laws at a Site with respect to matters covered by this Section 16, such Party shall promptly notify the other Party in writing of such error, discrepancy or violation, and the Party responsible hereunder or the Party who provided the incorrect information, as applicable, shall be responsible for the correction of such error or discrepancy.

(x) ATC and ALLTEL agree to mutually develop written procedures and guidelines with respect to the coordination of the compliance, monitoring and maintenance obligations of each Party under this Section 16 (including Sections 16(a)(i), (ii), (iv), and (vi), and 16(b)), as such procedures and guidelines may be mutually amended by the Parties from time to time.

#### SECTION 17. No Liens.

(a) Neither ATC nor ALLTEL shall create or permit any Lien against any Site, or any part thereof, other than Permitted Liens. If any Lien (other than a Permitted Lien) is filed against all or any part of any Site, ATC or ALLTEL, respectively, shall cause the same to be discharged by payment, satisfaction or posting of bond within 30 days after receiving knowledge of such Lien. If such party fails to cause any Lien (other than a Permitted Lien) to be discharged within the permitted time, the other party hereto may cause it to be discharged and may pay the amount of such Lien in order to do so. If the other party makes any such payment, all amounts paid shall be payable by the Party hereto causing such Lien upon demand.

(b) Either party may, at its sole cost and expense, in its own name and on its own behalf or in the name of and on behalf of the other party hereto, in good faith, contest any claim of Lien and, in the event of any such contest, may permit such claim of Lien so contested to remain unpaid, unsatisfied and undischarged during the period of such contest and any appeal therefrom; provided, however, that, if any Site, the Subleased Property or Reserved Space, Microwave Reserved Space or Additional ALLTEL Space of any Site or any part thereof are subject to imminent danger of loss or forfeiture by virtue of or by reason of such claim of Lien, such claim of Lien shall be complied with forthwith



or ATC or ALLTEL (as applicable) shall deposit with the other party hereto a sum of money reasonably required as security to protect the Subleased Property, Reserved Space, Microwave Reserved Space, or Additional ALLTEL Space of such Site from any such loss or forfeiture. Each Party, at the sole cost and expense of the contesting party, shall cooperate fully with the other Party hereto in any such contest.

(c) Any Permitted Subleasehold Mortgage and all rights acquired by any Permitted Subleasehold Mortgagee shall be subject to each and every term, covenant, condition, agreement, requirement, restriction and provision set forth in this Sublease and subject to all rights, title and interest of ALLTEL and its Affiliates.

(d) ALLTEL shall execute, in favor of a utility for the benefit of ATC or any proposed Third Party Tenant, any necessary easement or right of way for utilities for any Site promptly following any request by ATC, provided such easement or right of way does not have a significant adverse effect on ALLTEL's or its Affiliate's then-current use of the Reserved Space, Microwave Reserved Space or Additional ALLTEL Space of such Site, including, without limitation, the operation of the ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment thereon.

(e) Promptly upon ATC's receipt of copies of recorded documents evidencing the recordation of any ATC Permitted Subleasehold Mortgage and bearing the recording information therefor, ATC shall deliver to ALLTEL a copy of such recorded documents.

#### SECTION 18. Condemnation.

(a) If there occurs a Taking of all or a Substantial Portion of any Site, other than a Taking for temporary use and duration, then either Party shall have the right to terminate this Sublease as to such Site without any further liability or obligation by written notice to the other Party within 30 days of the occurrence of such Taking. If ALLTEL exercises its termination right and ATC does not exercise its termination right in accordance with this Section 18, ALLTEL's rights to use the Reserved Space shall terminate as to the affected Site, ALLTEL's obligation to pay the Site Maintenance Charge and any Additional ALLTEL Maintenance Charge shall terminate as of the date of such Taking, and ALLTEL's Reserved Space on such Site shall become Subleased Property. If ATC exercises its termination right in accordance with this Section 18 (without regard to whether or not ALLTEL exercises its termination right), the Term shall be deemed to have expired as to the affected Site on the effective date of such termination, as if such date were the Site Expiration Date as to such Site. The Award for any such Taking shall be paid to ATC.

(b) If there occurs a Taking of less than a Substantial Portion of any Site, then this Sublease and all duties and obligations of ATC under this Sublease in respect of such Site shall remain unmodified, unaffected and in full force and effect. ATC shall promptly proceed to effect the Restoration of the remaining portion of the Subleased Property of such Site (to the extent feasible) to a condition at least as good as the condition thereof prior to the Taking. ATC shall be entitled to apply the Award received by ATC to the

reconstruction, Restoration and repair of any Subleased Property of any Site from time to time as such work progresses. If the cost of the repair work exceeds the Award recovered by ATC, ATC shall pay the excess cost. If the Award exceeds the cost of the repair work, the excess shall be paid to ATC.

(c) If there occurs a Taking of any Subleased Property of any Site or any portion thereof, for temporary use, then this Sublease shall remain in full force and effect as to such Site for the remainder of the then current term; provided, however, that during such time as ATC shall be out of possession of such Subleased Property by reason of such Taking, the failure to keep, observe, perform, satisfy, and comply with those terms and conditions of this Sublease compliance with which are effectively impractical or impossible as a result of ATC's being out of possession of such Subleased Property shall not be an event of default hereunder. The Award for any such temporary Taking payable for any period prior to the Site Expiration Date shall be paid to ATC and, for any period thereafter, to ALLTEL. In the event that a Taking occurs with respect to less than a Substantial Portion of any Site that prevents ALLTEL from conducting the ALLTEL Permitted Use, ALLTEL's obligations to pay the Site Maintenance Charge and any Additional ALLTEL Maintenance Charge shall automatically be suspended with respect to such Site until such use can be recommenced to the extent of such prevented use.

#### SECTION 19. Indemnity.

(a) ALLTEL shall indemnify, defend and hold each ATC Indemnitee harmless from and against any and all Loss and Expense paid, suffered, incurred or sustained by any ATC Indemnitee on or after the applicable Site Commencement Date by reason of, arising out of, or in connection with (i) any default, breach, performance or nonperformance of ALLTEL's obligations and covenants under this Sublease (including, without limitation, ALLTEL's obligations pursuant to Section 5 with respect to obligations under Ground Leases for which ALLTEL remains expressly liable pursuant to the provisions of this Sublease); (ii) ALLTEL's use, operation, maintenance or occupancy of ALLTEL Equipment, Microwave Equipment, Additional ALLTEL Equipment, Microwave Reserved Space, Additional ALLTEL Space or the Reserved Space, to the extent ATC is not responsible therefor under the terms of this Sublease, (iii) ALLTEL's failure to comply with any applicable Laws or with the directives of FCC and FAA as to ALLTEL Equipment, Microwave Equipment, Additional ALLTEL Equipment, Microwave Reserved Space, Additional ALLTEL Space, Reserved Space, or ALLTEL's wireless communications operations from the Site, except to the extent ATC has expressly agreed to comply with any such Laws or directives pursuant to this Sublease; (iv) any acts or omissions or the negligence or intentional actions or omissions of any of ALLTEL's agents, employees, engineers, contractors, subcontractors, licensees or invitees or except to the extent such failure is due to the material inaccuracy of information provided by ATC or its Affiliates pursuant to Section 16; (v) any other provision of this Sublease which provides that ALLTEL shall indemnify, defend and hold harmless ATC or any Affiliate thereof in respect of the matters contained in such provision; and (vi) any Claims brought against ATC or an ATC Indemnitee arising out of or resulting from any of the foregoing; provided, however, that notwithstanding the

foregoing or anything else in this Sublease to the contrary, ALLTEL shall not be required to indemnify, defend or hold harmless ATC or any ATC Indemnitee with respect to any Taxes payable hereunder by ATC or its Affiliates.

(b) ATC shall indemnify, defend and hold each ALLTEL Indemnitee harmless from and against any and all Loss and Expense paid, suffered, incurred or sustained by any ALLTEL Indemnitee on or after the applicable Site Commencement Date by reason of, arising out of, or in connection with (i) any default, breach, performance or nonperformance of ATC's obligations and covenants under this Sublease (including, without limitation, ATC's obligations pursuant to Section 5 and with respect to Ground Leases and Subleased Property); (ii) ATC's or any Third Party Tenant's use, operation, maintenance or occupancy of Subleased Property, to the extent ALLTEL is not responsible therefor under the terms of this Sublease, subject to clause (C) below, (iii) ATC's failure to comply with any applicable Laws or, as a Tower owner or operator, with the directives of FCC and FAA as to Sites that ATC is required to comply with pursuant to this Sublease or under applicable Laws, except to the extent ALLTEL has expressly agreed to comply with any such Laws or directives pursuant to this Sublease; (iv) any acts or omissions or the negligence or intentional actions or omissions of any of ATC's or any Third Party Tenant's agents, employees, engineers, contractors, subcontractors, licensees or invitees, except to the extent such failure is due to the material inaccuracy of information provided by ALLTEL or its Affiliates pursuant to Section 16; (v) any other provision of this Sublease which provides that ATC shall indemnify, defend and hold harmless ALLTEL or any Affiliate thereof in respect of the matters contained in such provision; and (vi) any Claims brought against ALLTEL or an ALLTEL Indemnitee arising out of or resulting from any of the foregoing; provided, however, that notwithstanding the foregoing or anything else in this Sublease to the contrary, ATC shall not be required to indemnify, defend or hold harmless ALLTEL or any ALLTEL Indemnitee with respect to (A) any Pre-Existing Condition, (B) any Taxes due and payable hereunder by ALLTEL or its Affiliates, or (C) with respect to clause (ii) of this Section 19(b), for any matters for which ATC is expressly not liable or responsible pursuant to Sections 16 or 21 of this Sublease or for which ATC has no right to compel compliance by a Third Party Tenant under the terms and conditions of an Existing Tenant Lease.

(c) NOTWITHSTANDING THE PROVISIONS OF SECTION 19 OR ANY OTHER PROVISION TO THE CONTRARY, EACH PARTY HERETO HEREBY WAIVES THE RIGHT TO RECOVER AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST PROFITS), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES AND THE MULTIPLIED PORTION OF DAMAGES, HOWEVER ARISING, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) If any lawsuit or enforcement action (a "Third Party Action") is filed against a Party hereto entitled to the benefit of indemnity under this Sublease (including, without limitation, Section 21), written notice thereof (the "Third Party Action Notice") shall be

given by the claimant to the indemnifying party as promptly as practicable, provided that no failure to give such notice shall relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual prejudice because of such failure). After receipt of such notice, the indemnifying party shall have ten days to notify the indemnified party (i) whether or not the indemnifying party disputes its liability to with respect to the claim or demand and (ii) whether or not the indemnifying party elects to do each of the following: (A) to take control of the defense and investigation of such Third Party Action, (B) to employ and engage attorneys of its choice to handle and defend the same, at the indemnifying party's cost, risk and expense, provided that the indemnified party may retain counsel (at the indemnified party's expense) to monitor the defense and investigation, and (C) to compromise or settle such Third Party Action, which compromise or settlement shall be made only with the written consent of the indemnified party (such consent not to be unreasonably withheld, conditioned or delayed) unless such compromise or settlement involves only the payment of money damages and does not impose the specific performance or other obligation upon the indemnified party, in which case no such consent shall be required. In no event shall a Third Party Action be compromised or settled without the prior written consent of the indemnifying party, which consent shall not be unreasonably withheld, conditioned or delayed.

(e) The provisions of this Section 19 shall survive the expiration or earlier termination of this Sublease with respect to any events occurring on or before expiration or termination whether or not Claims relating thereto are asserted before or after expiration or termination.

#### SECTION 20. Subordination and Attornment.

(a) This Sublease and all rights of ATC therein, and all interest or estate of ATC in the Subleased Property of each Site, or any portion thereof, shall be subordinate to any and all Mortgages, which at any time during the Term, may be placed upon the Subleased Property, or any portion thereof, by ALLTEL or any of its Affiliates, and to any replacements, renewals, amendments, modifications, extensions or refinancing thereof, and to each and every advance made under any Mortgage; provided, however, that the subordination and attornment contained herein shall not be effective unless the existing or any future Mortgagee thereunder shall execute and deliver an NDA in favor of ATC, providing that (i) such Mortgagee will at all times fully recognize ATC's rights under this Sublease, and in the event of a foreclosure under any such Mortgage, so long as no event of default shall have occurred and be subsisting hereunder, and so long as ATC shall attorn to the purchaser upon such foreclosure, and so long as ATC continues, in all material respects, to fully and completely keep, observe, satisfy, perform and comply with all agreements, terms, covenants, conditions, requirements, provisions and restrictions of this Sublease, such Mortgagee shall not disturb ATC's possession of the Subleased Property; and (ii) that upon Mortgagee acquiring title to the Subleased Property, ATC shall attorn directly to such Mortgagee. ATC shall agree to such other terms and conditions in the NDA as may be reasonably required by such Mortgagee, provided that

such terms and conditions do not affect ATC's rights, nor increase or alter any of ATC's obligations, under this Sublease.

(b) Subject to the provision of Section 20(a), ATC shall execute in a timely manner instruments that may be required to evidence this subordination clause, in respect of the Subleased Property of each Site.

(c) Upon ATC's request, ALLTEL shall enter into an agreement reasonably acceptable to ALLTEL to provide leasehold mortgagee protections which are then typically required by institutional leasehold mortgagees in connection with leasehold mortgage financing, including, without limitation, the right of a leasehold mortgagee to receive notice of and the opportunity to exercise the cure rights of ATC under this Sublease.

#### SECTION 21. Environmental Covenants.

(a) [Reserved].

(b) [Reserved]

(c) Subject to Section 21(d), ATC covenants and agrees that as to each Site (i) ATC shall not conduct or allow to be conducted upon any Site any business operations or activities, or employ or use a Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided that ATC shall have the right to bring, use and keep and allow any Third Party Tenant to bring and keep on the Subleased Property of each Site in compliance with all applicable Laws, batteries, generators and associated fuel tanks and other substances commonly used in the industry necessary for the operation and maintenance of each Site; (ii) ATC shall carry on its business and operations at each Site in compliance with, and will remain in compliance with, all applicable Environmental Laws and shall require all Third Party Tenants to do the same; (iii) ATC shall not create or permit to be created any Lien against any Site for any cost of any response, removal or remedial action or clean-up of Hazardous Materials Released by any Person on or after the Site Commencement Date other than ALLTEL, its Affiliates or the Ground Lessor with respect to any Leased Site; (iv) ATC shall promptly conduct and complete, or have conducted and completed, all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials released by any Person on or after the Site Commencement Date (other than ALLTEL, its Affiliates or the Ground Lessor or any of their respective officers, directors, employees, agents, engineers, contractors, subcontractors, licensees, or invitees) with respect to any Leased Site on, from or affecting each Site in accordance with all applicable Environmental Laws; and (v) ATC shall promptly notify ALLTEL in writing if ATC receives any notice, letter, citation, order, warning, complaint, claim or demand on or after the applicable Site Commencement Date that: (A) ATC, any Third Party Tenant or any other Person (including ALLTEL and its Affiliates) has violated, or is about to violate, any Environmental Law relating to a Site, (B) there has been a Release or there is a threat of

Release, of Hazardous Materials at or from the applicable Site, (C) ATC, any Third Party Tenant or any other Person (including ALLTEL and its Affiliates) may be or is liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a Release of Hazardous Materials at or from a Site, or (D) a Site is subject to a Lien in favor of any Governmental Authority for any liability, cost or damages under any Environmental Law.

(d) Subject to Section 21(c), ALLTEL covenants and agrees that as to each Site: (i) ALLTEL shall not conduct or allow to be conducted upon any Site any business operations or activities, or employ or use the Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided that ALLTEL shall have the right to bring, use and keep on the Reserved Space of any Site in compliance with all applicable Laws, batteries, generators and associated fuel tanks and other substances commonly used in the industry necessary for the operation and maintenance of each Reserved Space of any Site; (ii) ALLTEL shall carry on its business and operations on the Site in compliance with, and will remain in compliance with, all applicable Environmental Laws; (iii) ALLTEL shall not create or permit to be created any Lien against any Site for the costs of any response, removal or remedial action or clean-up of Hazardous Materials Released by ALLTEL or its Affiliates, agents, vendors, or contractors (other than ATC or its Affiliates); (iv) ALLTEL shall promptly conduct and complete, or have conducted and completed, all investigations, studies, sampling and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials Released by ALLTEL or its Affiliates, agents, vendors, or contractors (other than ATC or its Affiliates) on, from or affecting the Site in accordance with all applicable Environmental Laws; (v) ALLTEL shall promptly notify ATC in writing if ALLTEL receives any notice, letter, citation, order, warning, complaint, claim or demand on or after the applicable Site Commencement Date that (A) any Person has violated any Environmental Law relating to a Site, (B) there has been a Release or there is a threat of Release of Hazardous Materials at or from the Site, (C) any Person may be or is liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a Release of Hazardous Materials at or from a Site, or (D) any Site is subject to a Lien in favor of any Governmental Authority for any liability, cost or damages under any Environmental Law.

(e) Unless resulting or arising from (i) the acts or omissions of ALLTEL, its Affiliates, or any of their respective officers, directors, employees, agents, engineers, contractors, subcontractors, licensees, or invitees (other than ATC or its Affiliates or any of their respective officers, directors, employees, agents, engineers, contractors, subcontractors, licensees, or invitees) or (ii) any Pre-Existing Condition, ATC (but subject to the provisions of 21(f)) shall indemnify, defend and hold each ALLTEL Indemnatee harmless from and against any and all Loss and Expense paid, suffered, incurred or sustained by any ALLTEL Indemnatee by reason of, arising out of, or in connection with the following: (A) the presence in, on, over or under, or the escape, seepage, leakage, spillage, discharge, emission or Release on or from the Site of any Hazardous Materials caused by ATC or any Third Party (including a Third Party Tenant) or their respective Affiliates, officers, directors, employees, agents, engineers,

contractors, subcontractors, licensees or invitees after the Site Commencement Date and, if ATC fails to exercise the purchase option pursuant to Section 31 with respect to any Site, prior to the applicable Site Expiration Date for such Site; (B) the violation of any Environmental Laws by ATC relating to or affecting the Site after the Site Commencement Date and, if ATC fails to exercise the purchase option pursuant to Section 31 with respect to any Site, prior to the applicable Site Expiration Date for such Site; (C) a Release of any Hazardous Materials or the violation of any of the Environmental Laws caused by ATC or any third party (including a Third Party Tenant but excluding the Ground Lessor or any of its respective officers, directors, employees, agents, engineers, contractors, subcontractors, licensees, or invitees) or their respective Affiliates, officers, directors, employees, agents, engineers, contractors, subcontractors, licensees or invitees after the Site Commencement Date and, if ATC fails to exercise the purchase option pursuant to Section 31 with respect to any Site, prior to the applicable Site Expiration Date for such Site in connection with any other property owned, operated or used by or on behalf of ATC, which violation or Release gives or may give rise to any rights whatsoever in any Party with respect to the Site by virtue of any of the Environmental Laws; (D) the violation or breach of, or the failure of ATC to fully and completely keep, observe, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, provision or restriction of this Section 21; or (E) any Claims brought against ALLTEL or an ALLTEL Indemnitee or the Site arising out of or resulting from any of the foregoing.

(f) Unless resulting or arising from the acts or omissions of ATC, its Affiliates or any of their respective officers, directors, employees, agents, engineers, contractors, subcontractors, licensees, or invitees (other than ALLTEL or its Affiliates or any of their respective officers, directors, employees, agents, engineers, contractors, subcontractors, licensees, or invitees), ALLTEL (but subject to the provisions of Section 21(e)) shall indemnify, defend and hold each ATC Indemnitee harmless from and against any and all Loss and Expense paid, suffered, incurred or sustained by any ATC Indemnitee by reason of, arising out of, or in connection with the following: (i) the presence in, on, over or under, or the escape, seepage, leakage, spillage, discharge, emission or Release on or from any Site of any Hazardous Materials caused by ALLTEL or its Affiliates, officer, director, employee, agent, engineer, contractor, subcontractor, licensee, or invitee with respect to any Site; (ii) the violation of any Environmental Laws by ALLTEL or its Affiliates, officer, director, employee, agent, engineer, contractor, subcontractor, licensee or invitee relating to or affecting the Site; (iii) a Release of any Hazardous Materials or the violation of any of the Environmental Laws caused by ALLTEL, its Affiliates or any of their respective officers, directors, employees, agents, engineers, contractors, subcontractors, licensees, or invitees for such Site in connection with any other property owned, operated or used by or on behalf of ALLTEL, any of its Affiliates or any of their respective officers, directors, employees, agents, engineers, contractors, subcontractors, licensees, or invitees, which violation or Release gives or may give rise to any rights whatsoever in any Party with respect to any Site by virtue of any of the Environmental Laws; (iv) the violation or breach of, or the failure of ALLTEL to fully and completely keep, observe, satisfy, perform and comply with, any agreement, term, covenant,

condition, requirement, provision or restriction of this Section 21; or (v) any Claims brought against ATC or an ATC Indemnitee or the Reserved Space arising out of or resulting from any of the foregoing.

(g) Notwithstanding anything to the contrary, for the purposes of this Section 21 only, each and every reference to the defined term (i) "Third Party Tenant" shall be deemed to exclude ALLTEL or any of its Affiliates that are Third Party Tenants under this Sublease, and (ii) "Reserved Space" shall include any Additional ALLTEL Space and Microwave Reserved Space under this Sublease.

(h) The provisions of this Section 21 shall survive the applicable Site Expiration Date or earlier termination of this Sublease.

(i) Notwithstanding anything to the contrary, ATC and any existing or proposed Third Party Tenant reserves the right during the Term to perform (or cause the performance of) any environmental assessment or study at any of the Sites so long as ATC provides ALLTEL with a copy of such assessment or study in ATC's possession within thirty (30) days following ATC's receipt of such assessment or study.

(j) Notwithstanding anything to the contrary contained herein, ATC shall not be liable for, nor shall ATC be obligated to indemnify, defend or hold harmless ALLTEL or ALLTEL Affiliates for any Pre-Existing Condition.

## SECTION 22. Insurance.

(a) ATC and ALLTEL shall both maintain in full force during the term of this Sublease and any individual Site Designation Supplement insurance policies (on an occurrence and not claims-made basis) in the following amounts and designations:

(i) Property insurance for no less than the full replacement cost of the Subleased Property, with respect to ATC (it being understood that ATC has no obligation to insure any ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment);

(ii) commercial general public liability insurance insuring against all liability of such Party's officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the use or occupancy of the Subleased Space or Reserved Space, Microwave Reserved Space, Additional ALLTEL Space, as applicable, of the Sites, if any, in an amount of not less than \$1,000,000 for bodily injury or property damage as a result of one occurrence, and not less than \$2,000,000 for bodily injury or property damage in the aggregate;

(iii) automobile liability policy in an amount of not less than \$1,000,000 for bodily injury or property damage as a result of one occurrence;



(iv) Workers' Compensation and Employers' Liability Insurance as prescribed by applicable law, including insurance covering liability under the Longshoremen's and Harbor Workers' Act and the Jones Act, if applicable;

(v) Comprehensive General Liability Insurance (Bodily Injury and Property Damage but excluding pollution coverage), the limits of liability of which shall not be less than \$1,000,000 per occurrence; and

(vi) An umbrella policy of not less than \$10,000,000.

The above insurance shall provide that the other party will receive not less than 30 days' written notice prior to any cancellation of, or material change in coverage and shall contain a waiver of subrogation against the other party and, except with respect to the insurance required by Section 22(a)(iv) above, shall name the other party as additional insured, and contain a standard cross-liability endorsement. In the event that any particular Site is subject to a Ground Lease, each party hereto agrees that the underlying landowner or lessor shall be named as an additional insured with respect to the affected Site (except with respect to the coverage described above in Section 22(a)(i)). The above insurance will provide that if any policies are obtained by ALLTEL and ATC from the same insurance provider, the underlying insurance contracts will not limit the aggregate amount of coverage of the combined policies to anything less than the aggregate amounts of coverage that would have been provided by separate policies.

(b) Each Party shall cause any of its contractors or others performing work at any Site, to keep in full force and effect during the term of any ALLTEL Work or ATC Work, respectively, a comprehensive general liability insurance policy, including blanket contractual and completed operations coverage, with limits of liability of at least \$1,000,000 with respect to bodily injury, including death, arising from any one occurrence, and \$1,000,000 with respect to damage to property arising from any one occurrence and an umbrella of no less than \$10,000,000. Said insurance policy shall be endorsed to include ATC and ALLTEL as an additional insured and joint loss payee and shall provide that at least 30 days' prior written notice of any cancellation or material change in such insurance policy. Upon either party's request, each shall furnish to the other a certificate of insurance from the contractor and/or subcontractor confirming that the insurance coverage as specified herein is in full force and effect.

(c) Notwithstanding the foregoing insurance requirements, (i) the insolvency, bankruptcy, or failure of any insurance company carrying insurance, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Sublease or relieve either Party hereto from any obligations under this Sublease, and (ii) each Party hereto reserves the right, from time to time, to increase the required liability limits described above in Section 22(a) in accordance with then-current customary insurance requirements in the tower industry nationally.

(d) Nothing in this Section 22 shall prevent ALLTEL or ATC from obtaining insurance of the kind and in the amount provided for under this Section 22 or to satisfy

the above coverage limits under a blanket insurance policy or policies (evidence thereof reasonably satisfactory to the other Party shall be delivered to the other Party by the insuring Party) which may cover other properties owned or operated by the insuring Party as well as the Reserved Space, Microwave Reserved Space, Additional ALLTEL Space, Subleased Property or the Available Space; provided, however, that any such policy of blanket insurance shall provide that such policies of blanket insurance shall, as respects the Subleased Property, Reserved Space, Microwave Reserved Space, or Additional ALLTEL Space, as applicable, of each Site, contain the various provisions required of such an insurance policy by the foregoing provisions of this Section 22.

(e) All policy amounts set forth in this Section 22 shall be reset every five years during the Term to increase by an amount not less than the CPI Change over the five-year period, except to the extent the Parties otherwise agree.

(f) As to the Subleased Property, Reserved Space, Microwave Reserved Space, and Additional ALLTEL Space of each Site, all policies of insurance shall be written on companies rated A:VII by AM Best or a comparable rating and licensed in the State where such Site is located. Certificates evidencing insurance shall be in a form reasonably acceptable to the recipient Party, shall be delivered to such Party upon commencement of the Term and prior to expiration of such policy, new certificates evidencing such insurance, shall be delivered to such Party not less than 20 days prior to the expiration of the then current policy term. The Parties agree that all policies of insurance required by this Section 22 may contain such loss retention provisions or deductibles as is reasonable in light of financial conditions of the Parties. ATC agrees that ALLTEL may self insure with respect to all or a portion of the risks required to be insured against by ALLTEL under this Section 22. If ALLTEL elects to be covered by and participate in its self insurance and risk management programs, it shall notify ATC of such election. From time to time, upon reasonable request by ATC in the event ALLTEL is self-insured under this provision, ALLTEL shall furnish to ATC the information concerning its risk management and self-insurance policies and programs in effect at the time of such request.

#### Section 23. Assignment and Subletting.

(a) Without the prior written consent of ATC or ALLTEL Inc., respectively, which consent shall not be unreasonably withheld, conditioned or delayed, no Party nor any ALLTEL Guarantor to this Sublease may assign this Sublease or any of its rights or interests hereunder in whole or in part; provided, however, that each Party hereto may assign its rights or interests hereunder in whole or in part without such consent but upon 30 days' prior written notice, to (i) a successor corporation or entity by way of merger, consolidation or other reorganization, (ii) any Affiliate Assignee of the assignor, (iii) any Person acquiring all or substantially all of the assignor's assets or stock, (iv) any Person acquiring and continuing all of the assignor's business operations (wireless communications business in the case of ALLTEL or any ALLTEL Guarantor and tower business in the case of ATC) conducted at or from all of the Sites within any given Rural Service Area, Metropolitan Statistical Area, Market Trading Area, or Basic Trading Area

(as such terms are defined by the FCC as of the Effective Date), (v) Permitted Subleasehold Mortgagee, or (vi) with respect to ALLTEL and subject to Section 23(b), that portion of ALLTEL's rights hereunder that are directly associated with one or more ALLTEL's paging businesses to any Person who acquires all or substantially all of ALLTEL's FCC licenses used for such related paging services within any geographic area covered by such licenses; provided further, however, that (A) ATC may freely sublease Available Space and the Subleased Property to Third Party Tenants, (B) any assignee hereunder must agree in writing to assume all of the assignor's obligations hereunder with respect to the associated Site, (C) in no event may ALLTEL sublease all or any part of its rights hereunder or permit any form of shared use without the prior written consent of ATC, which ATC may withhold in its sole discretion, (D) notwithstanding anything to the contrary, in no event shall ALLTEL transfer or assign, in whole or in part, any of its interests in any Ground Lease (other than a transfer to an Affiliate Assignee of ALLTEL Inc. under clause (ii)) except in connection with a transfer or assignment of all of ALLTEL's FCC cellular licenses related to any Site in accordance with this Section 23(a) and Section 23(b), and (E) in no event shall ATC transfer or assign in part its rights with respect to installations under Section 13(b), it being understood that any transfer of such installation rights pursuant to this Section 23 must be made in whole and not in part to any assignee as to any particular Site.

(b) Wherever under or in connection with this Sublease, ATC, ALLTEL or their respective Affiliates assign their right, title or interest, in whole or in part, in or to this Sublease or any Site as permitted under Section 23(a), the assigning party nor ATC Parent or the ALLTEL Guarantors shall not be released from its liability and obligations under this Sublease in respect of the right, title or interest so assigned and under the applicable Ground Lease. At or prior to any partial assignment of this Sublease as permitted in Section 23(a) with respect to an entire Site, the nonassigning party and such assignee shall have entered into one or more agreements, including, without limitation, a sublease and site designation supplements (collectively, the "New Sublease Documents"), that afford both parties hereto and/or the assignee relative rights (including, without limitation, provisions relating to the right to act for the other party), vis-a-vis ATC's or ALLTEL's or one of their Affiliate's rights and obligations under the New Sublease Documents no less favorable than those afforded by the Sublease and the Site Designation Supplements with respect to the rights and obligation of each party hereunder, and are otherwise in form and substance reasonably satisfactory to ALLTEL and ATC; provided, however, that if such assignment is pursuant to Section 23(a)(vi) with respect to ALLTEL's paging business, (i) the assignee and ATC shall have entered into one or more agreements that afford both Parties hereto and/or the assignee economic rights no less favorable than those afforded by the Sublease and the Site Designation Supplements with respect to the rights and obligation of each Party hereunder with respect to the portion of the Reserved Space, Microwave Space and/or Additional ALLTEL Space to be assigned, (ii) ALLTEL's right to occupy and use such portion of the assigned Microwave Reserved Space, Microwave Reserved Space and/or the Additional ALLTEL Space of such Site shall be terminated effective upon the date of

such assignment and shall thereafter be part of the Subleased Property, and (iii) the assignee shall be thereafter deemed a Third Party Tenant hereunder.

Section 24. Estoppel Certificate. Either Party, from time to time upon 10 days' prior written request by the other Party, shall execute, acknowledge and deliver to the requesting Party, or to a person designated by such requesting Party, a certificate stating that this Sublease is unmodified and in full effect (or, if there have been modifications, that this Sublease is in full effect as modified, and setting forth such modifications) and the dates to which Rent, Site Maintenance Charge, Additional ALLTEL Maintenance Charge and other sums payable under this Sublease have been paid, and either stating that to the knowledge of the signer of such certificate no default exists hereunder or specifying each such default of which the signer has knowledge. The requesting Party, at such Party's cost and expense, shall cause such certificate to be prepared for execution by the requested Party. Any such certificate may be relied upon by any prospective Permitted Subleasehold Mortgagee or permitted assign of the Subleased Property of each Site.

Section 25. Holding Over. If ATC remains in possession of the Subleased Property of any Site after expiration or termination of the then current Term as to such Site without any express written agreement by ALLTEL, then ATC shall be and become a tenant at sufferance, and there shall be no renewal or extension of this Sublease by operation of law.

Section 26. A Party's Right To Act for the Other Party; ALLTEL Set-Off Right. In addition to and not in limitation of any other remedy any party may have under this Sublease, upon the occurrence of any failure, breach or default by a Party of any agreement, term or provision of this Sublease (including, without limitation, Sections 3, 5, 8, 11, 12, 14, 15, 16, 18 and 27 and Exhibit 4) (and without regard to any cure periods set forth with respect to any such occurrence in Sections 27(a) and (d), as applicable), the other Party shall have the right (but not the obligation) to cure such failure, breach or default as contemplated by this Section 26 upon compliance with the following advance notice provisions: (i) no advance shall be required in the event of an Emergency; (ii) if the breach or failure relates to a circumstance that could constitute an event of default under Sections 27(a) or (d), as applicable, the other Party may take such intended action upon delivery of at least fifteen (15) Days prior written notice to the breaching party, and (iii) if the breach or failure relates to a circumstance that would not constitute an event of default under Sections 27(a) or (d), as applicable (for example, in the event the circumstance does not constitute a default due to materially limitations), the other party may take such intended action upon delivery of at least forty-five (45) Days prior written notice to the breaching party. Any action taken by a Party pursuant to this Section 26 shall not waive or release the breaching Party from any duty, obligation or liability under this Sublease. The actions which ALLTEL or ATC, respectively, may take shall include, but are not limited to, the performance of maintenance or repairs and the making of replacements to the Towers and Site Improvements on each Site or the Reserved Space, Microwave Reserved Space and Additional ALLTEL Space (including full access for such purpose), the payment of insurance premiums which the breaching party is required to pay under this Sublease, the payment of Ground Rents which ATC is required to pay under the Ground Leases, the payment of Taxes which the breaching party is required to pay under this Sublease, or the execution on the other Party's behalf of an amendment or exercise of right under the Ground Lease. The nonbreaching Party may pay all reasonable costs and

expenses incurred in exercising its rights hereunder, including, without limitation, reasonable in-house labor, attorneys' fees and expenses, penalties, reinstatement fees, late charges, and interest and shall be reimbursed for an amount equal to 100% of the total amount of the costs and expenses incurred by the nonbreaching Party in accordance with this Section 26. Such reimbursement shall be due and payable upon demand and bear interest at the rate of the lesser of (i) 18% per annum or (ii) the maximum rate permitted by Law, from the date of demand until paid by the breaching Party. The nonbreaching Party shall have the right to set off against any Site Maintenance Charges due under Section 11 (in the case of ALLTEL as the nonbreaching Party) or any other amounts due and owing by the nonbreaching party to the other Party or its Affiliates.

Section 27. Defaults and Remedies.

(a) The following events shall constitute events of default by ALLTEL:

(i) If ALLTEL or an ALLTEL Affiliate fails to timely make any payment or perform any material obligations pursuant to the applicable Ground Lease for a Site that ALLTEL or an ALLTEL Affiliate is expressly required to make or perform pursuant to the terms of this Sublease and shall not cure such failure by the earlier of (A) the expiration of any applicable cure period under the Ground Lease, or (B) 30 days after ATC or the Ground Lessor gives ALLTEL written notice thereof; provided, however, that notwithstanding the foregoing, so long as ALLTEL is reasonably contesting any payment (or amount thereof) or obligation under the Ground Lease in good faith, no such failure to cure shall be deemed a default as between ALLTEL and ATC until the expiration of 10 days after the earlier to occur of (1) ALLTEL's written agreement that an amount is due or payable or (2) it is finally determined by a court of competent jurisdiction that such amount was due and payable, or

(ii) If ALLTEL fails to timely pay the Site Maintenance Charge as provided in Section 11, or otherwise fails to make timely payment of any amount due hereunder, and such failure continues for 15 days after the date the ATC notifies ALLTEL in writing of such failure that such payment was due and payable, provided, however, that notwithstanding the foregoing, so long as ALLTEL is reasonably contesting such payment (or amount thereof) in good faith, no such failure to pay shall be deemed a default until the expiration of 10 days after the earlier to occur of (A) ALLTEL's written agreement that an amount is due or payable or (B) it is finally determined by a court of competent jurisdiction that such amount was due and payable, or

(iii) if ALLTEL shall materially violate or breach, or shall materially fail to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Sublease with respect to any Site (which violations, breaches or failures may be different for each Site), and shall not cure such violation, breach or failure within 30 days after ATC gives ALLTEL written notice thereof, or, if such failure shall

be incapable of cure within 30 days, if ALLTEL shall not commence to cure such failure within 15 days after ATC gives ALLTEL written notice thereof and continuously prosecute the performance of the same with due diligence as soon as reasonably practical under the circumstance (it being understood that this Section is subject to the other party's performance rights under Section 26); or

(iv) if ALLTEL or ALLTEL Inc. becomes insolvent as defined in the Uniform Commercial Code under the Laws applicable to this Sublease or makes an assignment for the benefit of creditors; or if any action is brought by ALLTEL seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if ALLTEL commences a voluntary proceeding under the Federal Bankruptcy Code; or if any reorganization or arrangement proceeding is instituted by ALLTEL for the settlement, readjustment, composition or extension of any of its debts upon any terms; or if any action or petition is otherwise brought by ALLTEL seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or if any action is brought against ALLTEL seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by ALLTEL or is not dismissed or stayed within 90 days after the date upon which it was instituted; or if any proceeding under the Federal Bankruptcy Code is instituted against ALLTEL and (A) an order for relief is entered in such proceeding, or (B) such proceeding is consented to or acquiesced in by ALLTEL or is not dismissed or stayed within 90 days after the date upon which it was instituted; or if any reorganization or arrangement proceeding is instituted against ALLTEL for the settlement, readjustment, composition or extension of any of its debts upon any terms, and such proceeding is consented to or acquiesced in by ALLTEL or is not dismissed or stayed within 90 days after the date upon which it was instituted; or if any action or petition is otherwise brought against ALLTEL seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by ALLTEL or is not dismissed or stayed within 90 days after the date upon which it was brought.

(b) Upon the occurrence of any event of default by ALLTEL under Section 27(a), ATC may, in its sole discretion, either (i) terminate this Sublease with respect to the affected Site(s) by giving ALLTEL written notice of termination, and this Sublease shall be terminated with respect to such Site(s) at the time designated by ATC in its notice of termination to ALLTEL whereupon ALLTEL shall be obligated to refund to ATC all Rent for the rental periods occurring after the effective date of such termination (computed in a straight line basis until the end of the term of the Sublease, which for the purpose of a Ground Lease is hereby deemed to be the expiration of the Ground Lease as in effect on the date of such termination), or (ii) terminate ALLTEL's right to use the Reserved Space, Microwave Reserved Space and Additional ALLTEL Space as to such Site and ALLTEL's reservation thereof hereunder by giving ALLTEL written notice of

termination, and, upon such termination, the Reserved Space, Microwave Reserved Space and/or Additional ALLTEL Space shall become Subleased Property and ALLTEL shall be obligated to comply with the provisions of Section 4(d) as if such termination were a Withdrawal thereunder, effective as of the time designated by ATC in its notice of termination to ALLTEL.

(c) Subject to Section 19(c), ATC's remedy stated in Section 27(b) above shall not preclude pursuit of any other remedy or remedies provided in this Sublease or any other remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination, including, without limitation, (i) specific performance or other equitable remedies; (ii) money damages arising out of such default; (iii) the right to perform, on behalf of ALLTEL or its Affiliate, such breaching party's obligations under the terms of this Sublease pursuant to Section 26, in which event ATC shall have the right to set off against any amount that it is required to pay ALLTEL or any of its Affiliates.

(d) The following events shall constitute events of default by ATC:

(i) If ATC fails to timely pay Ground Rent as provided in Section 5(a), fails to perform any material obligation pursuant to the applicable Ground Lease for a Site for which ATC or an ATC Affiliate is expressly required to perform pursuant to the terms of this Sublease, or otherwise fails to make timely payment of any amount due hereunder by the earlier of (A) the expiration of any applicable cure period under the Ground Lease, or (B) 15 days after the date ALLTEL or the Ground Lessor notifies ATC in writing of such failure that such payment was due and payable, provided, however, that notwithstanding the foregoing, so long as ATC is reasonably contesting such payment (or amount thereof) or obligation in good faith, no such failure to pay shall be deemed a default as between ALLTEL and ATC until the expiration of 10 days after the earlier to occur of (1) ATC's written agreement that an amount is due or payable or (2) it is finally determined by a court of competent jurisdiction that such amount was due and payable, or

(ii) If ATC shall materially violate or breach, or shall materially fail to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Sublease with respect to any Site (which violations, breaches or failures may be different for each Site), and shall not cure such violation, breach or failure within 30 days after ALLTEL gives ATC written notice thereof, or, if such failure shall be incapable of cure within 30 days, if ATC shall not commence to cure such failure within 15 days after ALLTEL gives ATC written notice thereof and continuously prosecute the performance of the same with due diligence to completion as soon as reasonably practical under the circumstance (it being understood that this Section is subject to the other party's performance rights under Section 26); or

(iii) If ATC or ATC Parent becomes insolvent as defined in the Uniform Commercial Code under the Laws applicable to this Sublease or any Site or makes an assignment for the benefit of creditors; or if any action is brought by ATC seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if ATC commences a voluntary proceeding under the Federal Bankruptcy Code; or if any reorganization or arrangement proceeding is instituted by ATC for the settlement, readjustment, composition or extension of any of its debts upon any terms; or if any action or petition is otherwise brought by ATC seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or if any action is brought against ATC seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by ATC or is not dismissed or stayed within 90 days after the date upon which it was instituted; or if any proceeding under the Federal Bankruptcy Code is instituted against ATC and (A) an order for relief is entered in such proceeding, or (B) such proceeding is consented to or acquiesced in by ATC or is not dismissed or stayed within 90 days after the date upon which it was instituted; or if any reorganization or arrangement proceeding is instituted against ATC for the settlement, readjustment, composition or extension of any of its debts upon any terms, and such proceeding is consented to or acquiesced in by ATC or is not dismissed or stayed within 90 days after the date upon which it was instituted; or if any action or petition is otherwise brought against ATC seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by ATC or is not dismissed or stayed within 90 days after the date upon which it was brought.

(iv) the material breach by ATC of any representation or warranties under this Sublease unless ATC shall cure such breach within 30 days after ALLTEL gives ATC written notice thereof, or, if such breach shall be capable of cure but not within 30 days, if ATC shall not commence to cure such breach within 15 days after ALLTEL gives ATC written notice thereof and continuously prosecute the performance of the same with due diligence to as soon as reasonably practical under the circumstances.

(e) Upon the occurrence of any event of default by ATC under Section 27(d) in respect of any Site that is not cured in accordance with Section 27(d), ALLTEL may terminate this Sublease as to the applicable Site by giving ATC written notice of termination, and this Sublease shall be terminated as to such Site, at the time designated by ALLTEL in its notice of termination to ATC, unless otherwise provided herein. In the event of any termination of this Sublease by ALLTEL in accordance with this Section 27(e), ATC, for itself and on behalf of any of its Affiliates, hereby (X) acknowledges and agrees that ATC and its Affiliates shall have no right of abatement, reduction, setoff, counterclaim, rescission, refund, defense or deduction or any other rights or claims at Law or in equity with respect to the Rent with respect to the applicable Site, (Y) agrees



that ATC and its Affiliates shall have no further rights or claims under this Sublease or at Law or equity with respect to any Site that has been terminated, including, without limitation, any right to purchase such Site pursuant to this Agreement or under any right or Claim at Law or in equity, and (Z) irrevocably waives any rights or claims at Law or in equity with respect to the matters set forth in the foregoing clauses (X) and (Y), including, without limitation, any claims of unjust enrichment, quantum meruit, or equitable estoppel.

(f) Subject to Section 19(c), ALLTEL may pursue any other remedy or remedies provided in this Sublease, including without limitation Section 27(e), or any remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination, including, without limitation, (i) specific performance or other equitable remedies; (ii) money damages arising out of such default; (iii) ALLTEL may exercise the Withdrawal Right as to any Site immediately and without further act, pursuant to Section; or (iv) ALLTEL may perform, on behalf of ATC, ATC's obligations under the terms of this Sublease pursuant to Section 26, in which event ALLTEL shall have the right to set off all reimbursable expenses against the Site Maintenance Charges or Additional ALLTEL Maintenance Charges.

(g) A Party's pursuit of any one or more of the remedies provided in this Sublease shall not constitute an election of remedies excluding the election of another remedy or other remedies, or a forfeiture or waiver of any amounts payable under this Sublease as to the applicable Site by such Party or waiver of any relief or damages or other sums accruing to such Party by reason of the other Party's failure to fully and completely keep, observe, perform, satisfy and comply with all of the agreements, terms, covenants, conditions, requirements, provisions and restrictions of this Sublease.

(h) Either Party's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any event of default or of any remedy. No waiver by either Party of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure of either Party to pursue or exercise any of its powers, rights or remedies or to insist upon strict and exact compliance by the other Party with any agreement, term, covenant, condition, requirement, provision or restriction of this Sublease, and no custom or practice at variance with the terms of this Sublease, shall constitute a waiver by either Party of the right to demand strict and exact compliance with the terms and conditions of this Sublease.

Section 28. Quiet Enjoyment. ATC shall, subject to the terms and conditions of this Sublease, peaceably and quietly hold and enjoy the Subleased Property of each Site during the Term without hindrance or interruption from the ALLTEL Companies or anyone claiming by, through or under the ALLTEL Companies, so long as, with respect to a Site, ATC fully and completely keeps, observes, performs, satisfies and complies with all of the material agreements, terms, covenants and conditions, requirements, provisions and restrictions of this Sublease to be

kept, observed, performed, satisfied and complied with by ATC and pays all Rent and other amounts required to be paid by ATC under this Sublease between ALLTEL and ATC.

Section 29. No Merger. There shall be no merger of this Sublease or the subleasehold interest or estate created by this Sublease in any Site with the superior estate held by ALLTEL thereof, by reason of the fact that the same person or entity may acquire, own or hold, directly or indirectly, both the subleasehold interest or estate created by this Sublease in any Site and such superior estate; and this Sublease shall not be terminated, in whole or as to any Site, except as expressly provided herein.

Section 30. Recording of Ground Leases and Site Designation Supplement.

(a) Subject to the applicable provisions of the Agreement to Sublease, upon the execution of this Sublease, any Party hereto may, at its cost and expense, (i) cause the Ground Leases or memorandum of Ground Leases for the Sites to be filed in the appropriate County property records, unless such Ground Leases expressly prohibit such recording; and (ii) cause any Site Designation Supplement to be filed in the appropriate County property records unless the Ground Lease for the applicable Site prohibits such recording.

(b) In addition to and not in limitation of any other provision of this Sublease, the Parties shall have the right to review and make corrections, if necessary, to any and all exhibits hereto or to the Site Designation Supplements after the date hereof. No such change shall be made unless mutually agreed to by the Parties hereto and evidenced by the mutual execution of an amendment to the applicable Site Designation Supplement. After making such amendment, either Party may re-record any such Site Designation Supplements to reflect such amendment, if requested by either Party.

Section 31. Purchase Options.

(a) Right To Purchase. Provided that this Sublease shall not have been earlier terminated, or an event of default by ATC as referred to in Section 27 shall not have occurred and be continuing at any time after the commencement of the Purchase Option Window Period through the Purchase Option Closing Date for an affected Site, ATC shall have an option, exercisable by delivering to ALLTEL written notice of exercise during the Purchase Option Window Period to elect to purchase all (but not less than all) of the Purchase Option Sites which have as their Site Expiration Date the applicable Purchase Option Trigger Date, for the Purchase Option Consideration for the applicable Sites and on the other terms and subject to the conditions herein specified. ALLTEL shall be obligated to sell, and ATC shall be obligated to buy, all (but not less than all) such Purchase Option Sites at a closing to occur on the date determined pursuant to Section 31(b). Except as provided in this Section 31, ATC shall have no right or option to purchase or obtain a transfer of the Sites subject to this Sublease.

(b) Payment of the Purchase Price. ATC shall pay to ALLTEL Inc. (as agent for all of the ALLTEL Companies) the aggregate Purchase Option Consideration for the

applicable Purchase Option Sites, which payment shall be made on a date mutually convenient to ALLTEL and ATC occurring not later than the Purchase Option Trigger Date and simultaneously with the transfer of the purchased Sites by ALLTEL to ATC; provided, however in the event that any approvals or filings with any Governmental Authorities to such transfer have not been granted, approved or required waiting periods expired on or before the applicable Purchase Option Trigger Date, then the closing may be extended at the option of either Party for a period not to exceed 12 months after the Purchase Option Trigger Date until all such approvals or consents are obtained; provided, however, that in the event of such an extension, ATC shall be obligated to purchase, in accordance with this Section 31, any Purchase Option Site for which the required Governmental Approvals have been granted, approved or to the extent that required waiting periods have expired. Closings shall take place in Little Rock, Arkansas or such other location as mutually agreed to by the Parties and at such date and time as mutually agreed to by the Parties in good faith. Risk of loss for the Purchase Option Sites purchased pursuant to Section 31 shall pass from the applicable ALLTEL(s) to ATC upon payment of the Purchase Option Consideration therefor. Each party shall pay its own expenses with respect to such transfer and shall share equally in the cost of any recording, transfer or filing Taxes or fees.

(c) Transfer by ALLTEL. Any transfer of Sites by ALLTEL or its Affiliates to ATC pursuant to this Sublease shall include the following terms and conditions:

(i) an assignment of ALLTEL's interest in and an assumption by ATC of ALLTEL's liabilities and obligations under any Ground Lease for such Site and a transfer of fee simple title to the Land for any Site which is an Owned Site; which transfer and/or assignment of interest shall be of a good, marketable and insurable interest and free and clear of all Liens except for Permitted Liens or any Liens incurred or permitted by ATC or any of its Affiliates or any Third Party Tenant or Ground Lessor;

(ii) unless terminated pursuant to Section 27 or withdrawn pursuant to Section 9, (A) ALLTEL or any ALLTEL Affiliate shall be entitled to continue to lease the Reserved Space, Microwave Reserved Space and/or Additional ALLTEL Space on each such Site from ATC for three successive five-year terms in accordance with the economic terms set forth in Sections 11(b) and 11(g) through (j), (B) the applicable ALLTEL Company and ATC shall enter into a site schedule under any then-existing master lease agreement between ATC (or any of its Affiliates) and ALLTEL (or any of its Affiliates) or, in the event there is none, a mutually agreeable form of lease for the lease of the Reserved Space, Microwave Reserved Space and/or Additional ALLTEL Space then leased by ALLTEL hereunder and consistent with the provisions of this subsection (ii); and (C) such Site shall no longer be a Site for the purposes of this Sublease;

(iii) to the extent legally transferable, an assignment of all rights of ALLTEL or any applicable ALLTEL Company under or pursuant to warranties, representations and guarantees made by suppliers or manufacturers in connection

with such Site, but excluding any rights to receive amounts under such warranties, representations and guarantees representing reimbursements for items paid by ALLTEL;

(iv) to the extent legally transferable, an assignment of all known and unknown rights, claims, credits, causes of action, or rights to commence any causes of action or rights of setoff of an ALLTEL Company or any Affiliate against third parties relating to such Site arising on or after the date of transfer, including unliquidated rights under manufacturers' and vendors' warranties, but excluding all amounts representing reimbursements for items paid by ALLTEL or any Affiliate; and

(v) Each Party shall use commercially reasonable efforts to effectuate the receipt, transfer and assignment of any Governmental Authorizations required in order to effect any release, transfer or assignment contemplated under this Section 31. Each Party shall cooperate with the other Party and do all such additional and further acts, and shall execute and deliver all such additional and further instruments, certificates and documents, as the other Party may reasonably request to fully vest in and assure to ATC full right, title and interest in and to the Sites, and as ALLTEL may reasonably request to fully effectuate the assumption of (A) all obligations, responsibilities and duties by ATC, (B) the Tower and (C) the Site Improvements, in each case pursuant to this Section 31.

(d) Evidence of Transfer. ALLTEL and ATC shall enter into assignments, deeds (with warranties of title as to ALLTEL's actions only), bills of sale and such other documents and instruments as the other may reasonably request to evidence any transfer of such Sites.

(e) No Warranties; No Prorations. Any transfer of a Site by ALLTEL or any Affiliate pursuant to this Sublease shall be "AS IS" and without any warranty whatsoever by ALLTEL or ATC, except that in any transfer of a Site by ALLTEL or any Affiliate to ATC pursuant to this Sublease, ALLTEL shall warrant that it has not previously transferred title to such Site that is so transferred and that each such Site is free of Liens created by or through ALLTEL or any Affiliate thereof, except Liens permitted pursuant to Section 31(c)(i). ALLTEL and ATC acknowledge and agree that no prorations for any Tax associated with real or personal property, utilities, third-party rents, and similar expenses shall be required with respect to the Transfer of any of the Purchase Option Sites transferred hereunder.

(f) Registration of ATC Class A Common Stock. ATC and ATC Parent agree that, with respect to the Purchase Option Consideration:

(i) So long as ATC has the right to exercise any purchase option pursuant to the provisions of Section 31(a) and during any period that any such option has been exercised and the transactions contemplated thereby remain unconsummated, ATC Parent shall reserve and keep available out of its

authorized capital stock, solely for the purpose of issuance upon the exercise of its purchase option pursuant to this Section 31, the number of shares of ATC Class A Common Stock comprising the Purchase Option Consideration (as adjusted for changes in capitalization and other events from time to time pursuant to Section 31(g)).

(ii) In the event that ALLTEL elects to receive any shares of ATC Class A Common Stock issuable pursuant to the exercise of ATC's purchase option set forth in this Section 31, ATC Parent shall:

(A) if permitted by the rules and regulations of the United States Securities and Exchange Commission ("SEC") to do so prior to the Purchase Option Closing Date (unless any failure to be so permitted is due to an act or omission on the part of ATC Parent or any of its Affiliates, in which event such failure shall constitute a breach by ATC under this Sublease), prepare and file with the SEC, no later than forty-five (45) days (30 days in the case of a Form S-3 registration statement) following its receipt of ALLTEL's notice of its election to receive ATC Class A Common Stock, a registration statement on Form S-1 or, if eligible, on Form S-3 (or any successor forms) covering the issuance and sale to ALLTEL of the ATC Class A Common Stock, and ATC Parent shall use its commercially reasonable best efforts to have the Registration Statement declared effective by the SEC under the Securities Act on or prior to the Purchase Option Closing Date, provided, however, that if not so permitted to file prior to the Purchase Option Closing Date (due to no act or omission on the part of ATC Parent or any of its Affiliates), ATC Parent shall:

(1) file a registration statement relating to the resale of such ATC Class A Common Stock immediately following the Purchase Option Closing Date and shall use its commercially reasonable best efforts to have such resale registration statement declared effective by the SEC under the Securities Act as soon as possible after the Purchase Option Closing Date;

(2) use its commercially reasonable best efforts to keep the registration statement effective until the earlier of all such securities are sold or all such securities may be sold without restriction under Rule 144 of the Securities Act;

(3) furnish to ALLTEL such numbers of copies of a prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act, and such other documents as ALLTEL may reasonably request in order to facilitate the disposition of the securities owned by ALLTEL, and notify ALLTEL at any time when a prospectus relating to the securities is

required to be delivered under the Securities Act of the happening of any event as a result of which the prospectus included in such registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances then existing.

(B) as soon as practicable use commercially reasonably best efforts to take all such actions as may be reasonably required under applicable state blue sky or securities law; provided, however, that ATC Parent 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; and

(C) promptly prepare and file with the New York Stock Exchange (and/or such other stock exchange on which the shares of ATC Class A Common Stock are listed at the Purchase Option Closing Date) listing applications covering the shares of ATC Class A Common Stock, and use its commercially reasonable best efforts to obtain, prior to the Purchase Option Closing Date, approval for the listing of the ATC Class A Common Stock, subject only to official notice of issuance.

Anything in this Section 31(f) to the contrary notwithstanding, ATC Parent shall not be required to file a registration statement if ATC has furnished, to ALLTEL, a certificate signed by the Chief Executive Officer or the Chief Financial Officer of ATC Parent 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 Parent has a bona fide business purpose for preserving as confidential and that is not then otherwise required to be disclosed; provided, however, that ATC Parent's obligation to use its reasonable business efforts to effect a registration pursuant to this Section 31(f) may not be deferred for more than ninety (90) days from the date of receipt of a written request from ALLTEL; provided further, however, that ATC Parent shall not utilize this right more than once during any twelve (12) month period; and provided further, that ALLTEL shall be able to defer any Purchase Option Closing Date until ATC Parent is able to file the affected registration statement.

(g) Adjustment Upon Changes in Capitalization, Etc. In the event of any changes in ATC Class A Common Stock (directly or indirectly) by reason of a stock dividend, stock split, reverse stock split, merger, consolidation, sale (or lease or exchange) of all assets or substantially all assets, liquidation, recapitalization, combination, exchange of shares, spin-off, split-off or similar transaction involving ATC Parent and its Affiliates, taken as a whole ("Capitalization Events"), the type and number of shares or securities that comprise the Purchase Option Consideration will be adjusted appropriately, and proper provision will be made in the agreements governing such

transaction, so that ALLTEL will receive upon ATC's exercise of its purchase option and ALLTEL's election to receive shares of ATC Class A Common Stock, the number and class of shares or other securities or property, including cash (or the proceeds, if any, thereof in the event such shares, securities or property are no longer outstanding or in existence as a result of any subsequently occurring Capitalization Event or of any other cause or event) that ALLTEL would have received with respect to ATC Class A Common Stock if the Purchase Option Closing Date for any exercise of the purchase option had occurred immediately prior to such event or the record date therefor, as applicable. Without limiting the generality of the foregoing, adjustments for such changes in capitalization shall include, but not be limited to, the following Capitalization Events:

(i) In case ATC Parent shall at any time subdivide its outstanding shares of ATC Class A Common Stock into a greater number of shares, the number of shares comprising the Purchase Option Consideration shall be proportionately increased; and conversely, in case the ATC Class A Common Stock shall be combined into a smaller number of shares, the number of shares that comprise the Purchase Option Consideration shall be proportionately reduced.

(ii) If ATC Parent shall declare a dividend on the ATC Class A Common Stock payable in stock or other securities of ATC Parent or of any other corporation, or in property (other than regularly declared cash dividends, to holders of record of ATC Class A Common Stock as of a date prior to any Purchase Option Closing Date), ALLTEL shall, without additional cost, be entitled to receive upon the exercise of ATC's purchase option, and its election to receive shares of ATC Class A Common Stock, in addition to the ATC Class A Common Stock to which ALLTEL is otherwise entitled upon such exercise, the number of shares of stock or other securities or property, including cash (or the proceeds, if any, thereof in the event such shares, securities or property are no longer outstanding or in existence as a result of any subsequently occurring Capitalization Event or of any other cause or event) which ALLTEL would have been entitled to receive if ALLTEL had been a holder of such ATC Class A Common Stock on such record date.

(iii) In case of any capital reorganization or reclassification of the ATC Class A Common Stock, a consolidation or merger involving ATC Parent, a "going private transaction" (as defined by Rule 13e-3 of the Securities and Exchange Act of 1934, as amended, or any successor provision) by ATC Parent, any liquidation, dissolution or winding up of ATC Parent, any sale (or lease or exchange) of all or substantially all of the business, property and assets of ATC Parent and its Subsidiaries, taken as a whole, or any spin-off or split-off of any subsidiary or Affiliate of ATC Parent), ALLTEL shall have the right to receive, upon ATC's exercise of its purchase option and ALLTEL's election to receive shares of ATC Class A Common Stock, the proportionate share of all stock, securities or other property, including cash (or the proceeds, if any, thereof in the event such shares, securities or property are no longer outstanding or in existence as a result of any subsequently occurring Capitalization Event or of any other

cause or Event) issued, paid or delivered in any such transaction with respect to the ATC Class A Common Stock as is allocable to the shares of ATC Class A Common Stock then called for by the Purchase Option Consideration (without regard to whether ATC's purchase option is exercisable at such time), which proportionate share will be in addition to any remaining interest of ALLTEL in the ATC Class A Common Stock that remains outstanding after any such transaction.

(iv) If any of the Capitalization Events described in this Section 31(g) results in ALLTEL on a Purchase Option Closing Date receiving a cash amount in lieu of shares of ATC Class A Common Stock (or other securities or property into which such ATC Class A Common Stock was previously converted) upon ATC's exercise of its purchase option and ALLTEL's election to receive shares of ATC Class A Common Stock, then, in addition to the right of ALLTEL to receive such cash amount, ALLTEL shall also be entitled to receive an additional cash amount equal to the aggregate Interest Accrual Amount.

(v) If any of the Capitalization Events described in this Section 31(g) would result in the issuance of securities or other property in exchange for ATC Class A Common Stock by any party other than ATC Parent, ATC Parent shall cause such third party, as a condition to such Capitalization Event, to expressly assume the obligations of ATC Parent under this Section 31.

(vi) Any notice by ATC of its election to exercise its purchase option pursuant to this Section 31 shall also be accompanied by a certificate signed by the Chief Executive Officer or Chief Financial Officer of ATC certifying to ALLTEL (A) the number of shares constituting the ATC Class A Common Stock or other securities, property or cash constituting the Purchase Option Price, along with a detailed reconciliation of such number reconciled to all Capitalization Events that occurred after the Effective Date and the required adjustment for each such Capitalization Event pursuant to Section 31(g) and (B) that, in the good faith judgment of such officer, that ATC will be able to satisfy the conditions precedent set forth in Section 31(f)(ii) with respect to the issuance of any Purchase Option Consideration and that no event of the type described in the last sentence of Section 31(f)(ii) is in existence. At any time during the Term of this Sublease (but no more often than once annually unless a Capitalization Event has occurred subsequent to the last certificate delivered pursuant to this Section), ATC shall deliver to ALLTEL within 30 days of a written request therefore a certificate, signed by the Chief Executive Officer or Chief Financial Officer of ATC, as to the then-current calculation of the Purchase Option Price in accordance with clause (A) of the foregoing sentence.



Section 32. [Reserved]

Section 33. ATC Parent's Guaranty.

(a) ATC Parent unconditionally guarantees to ALLTEL the full and timely payment and performance and observance of all of the terms, provisions, covenants and obligations of ATC under this Sublease and each Site Designation Supplement (the "ATC Obligations"). ATC Parent agrees that if ATC defaults at any time during the Term of this Sublease and any Site Designation Supplement in the performance of any of the ATC Obligations, ATC Parent shall faithfully perform and fulfill all ATC Obligations and shall pay to ALLTEL all reasonable attorneys' fees, court costs, and other expenses, costs and disbursements incurred by ALLTEL on account of any default by ATC and on account of the enforcement of this guaranty.

(b) If ATC defaults under this Sublease or any Site Designation Supplement, and ALLTEL elects to enforce the provisions of this Section 33, ALLTEL shall promptly give ATC Parent written notice thereof, which notice shall constitute an exercise of ALLTEL's rights against ATC Parent pursuant to this Section 33. Following the receipt of such notice by ATC Parent, ATC Parent shall have the same period of time as is afforded to ATC under this Sublease or the applicable Site Designation Supplement to cure such default, but no such cure period shall diminish the obligations of ATC Parent under this Section 33.

(c) This guaranty obligation of ATC Parent shall be enforceable by ALLTEL in an action against ATC Parent without the necessity of any suit, action, or proceedings by ALLTEL of any kind or nature whatsoever against ATC, without the necessity of any notice to ATC Parent of ATC's default or breach under this Sublease or the applicable Site Designation Supplement, and without the necessity of any other notice or demand to ATC Parent to which ATC Parent might otherwise be entitled, all of which notices ATC Parent hereby expressly waives. ATC Parent hereby agrees that the validity of this guaranty and the obligations of ATC Parent hereunder shall not be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by ALLTEL against ATC any of the rights or remedies reserved to ALLTEL pursuant to the provisions of this Sublease or the applicable Site Designation Supplement or any other remedy or right which ALLTEL may have at law or in equity or otherwise.

(d) ATC Parent covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of ATC Parent hereunder shall not be affected, modified, or diminished by reason of any assignment, renewal, modification or extension of this Sublease and any Site Designation Supplement or any modification or waiver of or change in any of the covenants and terms of this Sublease or any Site Designation Supplement by agreement of ALLTEL and ATC, or by any unilateral action of either ALLTEL or ATC, or by an extension of time that may be granted by ALLTEL to ATC or any indulgence of any kind granted to ATC, or any dealings or transactions occurring between ALLTEL and ATC, including, without limitation, any adjustment, compromise, settlement, accord and satisfaction, or release, or

any bankruptcy, insolvency, reorganization, arrangements, assignment for the benefit of creditors, receivership, or trusteeship affecting ATC. ATC Parent does hereby expressly waive any suretyship defense it may have by virtue of any statute, law, or ordinance of any state or other governmental authority.

(e) All of ALLTEL's' rights and remedies under this guaranty are intended to be distinct, separate, and cumulative and no such right and remedy herein is intended to be the exclusion of or a waiver of any other.

(f) ATC Parent hereby waives presentment, demand for performance, notice of nonperformance, protest, notice of protest, notice of dishonor, and notice of acceptance. ATC Parent further waives any right to require that an action be brought against ATC or any other person or to require that resort be had by ALLTEL to any security held by ALLTEL.

(g) The guaranty provided by this Section is for the benefit of, and is enforceable by each of, ALLTEL and any of its applicable Affiliates and ALLTEL Indemnitees.

#### Section 34. ALLTEL Guaranty.

(a) The ALLTEL Guarantors, jointly and severally, unconditionally guarantee to ATC the full and timely payment and performance and observance of all of the terms, provisions, covenants and obligations of ALLTEL and any Affiliate of ALLTEL under this Sublease and each Site Designation Supplement (the "ALLTEL Obligations"). The ALLTEL Guarantors agree that if ALLTEL or any ALLTEL Affiliate default at any time during the Term of this Sublease or any Site Designation Supplement in the performance of any of the ALLTEL Obligations, the ALLTEL Guarantors shall faithfully perform and fulfill all ALLTEL Obligations and shall pay to ATC all Loss and Expense incurred by ATC on account of any default by ALLTEL or an ALLTEL Affiliate and on account of the enforcement of this guaranty.

(b) If ALLTEL defaults under this Sublease or any Site Designation Supplement, and ATC elects to enforce the provisions of this Section 34, ATC shall promptly give ALLTEL Inc. written notice thereof, which notice shall constitute an exercise of ATC's rights against the ALLTEL Guarantors pursuant to this Section 34 and shall be deemed notice to all such ALLTEL Guarantors. Following the receipt of such notice by ALLTEL Inc., the ALLTEL Guarantors shall have the same period of time as is afforded to ALLTEL under this Sublease or the applicable Site Designation Supplement to cure such default, but no such cure period shall diminish the obligations of the ALLTEL Guarantors under this Section 34.

(c) This guaranty obligation of the ALLTEL Guarantors shall be enforceable, jointly and severally as to each of the ALLTEL Guarantors, by ATC in an action against any or all of the ALLTEL Guarantors without the necessity of any suit, action, or proceedings by ATC of any kind or nature whatsoever against any or all of the ALLTEL Guarantors, without the necessity of any notice to any or all of the ALLTEL Guarantors

of ALLTEL's default or breach under this Sublease or the applicable Site Designation Supplement, and without the necessity of any other notice or demand to the ALLTEL Guarantors to which the ALLTEL Guarantors might otherwise be entitled, all of which notices each of the ALLTEL Guarantors hereby expressly waives. The ALLTEL Guarantors hereby agree that the validity of this guaranty and the obligations of the ALLTEL Guarantors hereunder shall not be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by ATC against ALLTEL any of the rights or remedies reserved to ATC pursuant to the provisions of this Sublease or the applicable Site Designation Supplement or any other remedy or right which ATC may have at law or in equity or otherwise.

(d) Each of the ALLTEL Guarantors covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of the ALLTEL Guarantors hereunder shall not be affected, modified, or diminished by reason of any assignment, renewal, modification or extension of this Sublease and any Site Designation Supplement or any modification or waiver of or change in any of the covenants and terms of this Sublease or any Site Designation Supplement by agreement of ATC and ALLTEL, or by any unilateral action of either ATC or ALLTEL, or by an extension of time that may be granted by ATC to ALLTEL or any indulgence of any kind granted to ALLTEL, or any dealings or transactions occurring between ATC and ALLTEL, including, without limitation, any adjustment, compromise, settlement, accord and satisfaction, or release, or any bankruptcy, insolvency, reorganization, arrangements, assignment for the benefit of creditors, receivership, or trusteeship affecting ALLTEL. Each of the ALLTEL Guarantors does hereby expressly waive any suretyship defense it may have by virtue of any statute, law, or ordinance of any state or other governmental authority.

(e) All of ATC's rights and remedies under this guaranty are intended to be distinct, separate, and cumulative and no such right and remedy herein is intended to be the exclusion of or a waiver of any other.

(f) Each of the ALLTEL Guarantors hereby waives presentment, demand for performance, notice of nonperformance, protest, notice of protest, notice of dishonor, and notice of acceptance. Each of the ALLTEL Guarantors further waives any right to require that an action be brought against ALLTEL or any other person or to require that resort be had by ATC to any security held by ATC.

(g) The guaranty provided by this Section is for the benefit of, and is enforceable by each of, ATC and any of its applicable Affiliates and ATC Indemnitees.

#### Section 35. Taxes.

(a) Tax Responsibility. Except as otherwise provided in this Section 35, ATC shall be responsible for and pay in a timely manner, all Taxes (other than income, capital gains, gross receipts, or franchise Taxes, or Taxes in lieu thereof, including without limitation alternative minimum taxes) imposed or levied upon, or incurred in connection

with (i) the Sites or any portion thereof, (ii) the sale, financing, construction, purchase, ownership, acquisition, acceptance, rejection, delivery, nondelivery, possession, installation, transportation, transfer of title, lease, sublease, condition, return, abandonment or other application or disposition of the Sites or any portion thereof, (iii) the use, operation, maintenance, repair, modification or alteration of the Sites or any portion thereof, (iv) the Rent or Option Purchase Price Amount payable under this Sublease or any earnings arising from the Sites or this Sublease or any portion of either of them and (v) this Sublease, any related document or otherwise with respect to or in connection with the transactions contemplated hereby and thereby including those Taxes that are imposed, levied or assessed in the name of ALLTEL (collectively "ATC Taxes"). ALLTEL shall prepare all Returns with respect to ATC Taxes that are property taxes in a manner reasonably satisfactory to ATC and shall submit a copy of each such Return (including all relevant work papers) to ATC as soon as practicable prior to filing the Returns, and ATC shall be entitled to review and comment upon each such Return, provided that such review and comment does not delay the timely filing of such Return. ATC shall forward to ALLTEL any bills and all correspondence of any nature that it receives for or concerning any property taxes. ATC shall reimburse ALLTEL for any such property taxes within forty-five (45) days after the later of (i) its receipt from ALLTEL of work papers that provide sufficient supporting information to allow ATC to confirm ALLTEL's determination of the amount of such property taxes owed by ATC, along with a copy of the tax bill, if available, or (ii) ATC's receipt of evidence of ALLTEL's payment of the property taxes to be reimbursed. In the event that such property taxes are assessed in a manner so that they are not readily ascertainable or divisible or capable of being reported on a separate Return (for example if due to ALLTEL being subject to central assessment), ATC's responsibility to reimburse ALLTEL for such property taxes attributable to the Subleased Property shall be calculated in the following manner: (i) a state-wide blended tax rate shall be determined (as a reasonable estimate of separate asset reporting tax rates in all taxing jurisdictions containing Sites taking into account any applicable local supplemental property taxes); (ii) the estimated state-wide blended tax rate computed pursuant to clause (i) shall be multiplied by a property tax valuation using historical cost less applicable depreciation; (iii) for purposes of clause (ii), the applicable depreciation will be calculated by using a 15-year recovery period. If (x) a jurisdiction adopts a method of assessment otherwise described in the preceding sentence that accounts for the value of ATC's leasehold interests in Sites (e.g., by capitalizing ATC's net income from the Site Maintenance Charge, Additional ALLTEL Lease Charges and rent from Third Party Tenants) rather than their depreciated historic cost, and (y) such a method of assessment causes a material detriment to ALLTEL, then ALLTEL and ATC shall review the method determining the amount of such property taxes owed by ATC under this Section 35(a) and shall consider reasonable alternative methods of determining the amount of such property taxes owed by ATC under such methods of assessment.

(b) Transfer Taxes. ALLTEL and ATC shall equally share, pay and promptly discharge when due the entire amount of any and all state and local sales and use, documentary, real property transfer and other transfer Taxes, similar Taxes and related

amounts (including any penalties, interest and additions to Tax) (the "Transfer Taxes") imposed or levied by reason of the execution and performance of this Sublease, if any, including any taxes triggered by the purchase option exercise under Section 31 and any transfer of any Sites to ATC pursuant to the exercise of ATC's rights in Section 31. The parties will cooperate before and after each closing to minimize Transfer Taxes. Such cooperation will include the provision of resale certificates, other exemption certifications where appropriate or other documentation reasonably requested by ALLTEL.

(c) Proration of Taxes. In the years that include the Site Commencement Date or the Site Expiration Date of this Sublease as to any Site, any Tax for which ATC is responsible to ALLTEL under this section of this Sublease and that is calculated or assessed on the basis of a time period (e.g., property taxes assessed annually) shall be prorated proportionately by the number of days in each such period during the time period of assessment that includes the Site Commencement Date or Site Expiration Date, as the case may be. ATC's obligations under Section 35 to ALLTEL with respect to such a time period of assessment shall be limited to that proportionate amount of Taxes attributable to the period during which this Sublease is in effect with respect to such Site.

(d) Taxes Related to Use of ALLTEL Equipment. ALLTEL shall be responsible for and pay in a timely manner all sales, use or similar Taxes (including Taxes payable in respect of the payment of rent) that are imposed, levied or arising out of the Site Maintenance Charge or Additional ALLTEL Maintenance Charges. In addition, ALLTEL shall be responsible for and pay in a timely manner all Taxes imposed, levied or arising out of ALLTEL's ownership, use or operation of ALLTEL Equipment, Microwave Equipment, and Additional ALLTEL Equipment. In the event that Taxes for which ALLTEL is responsible under this Section 35(d) are assessed so that they are not readily ascertainable or divisible or capable of being reported on a separate Return, then ALLTEL shall be responsible for a proportionate amount of any such assessment attributable to ALLTEL's payments, ownership, use or operations using as the basis for apportionment the historic gross cost figures used for financial accounting purposes for all properties included in such an assessment.

(e) Tax Disputes. To the extent ATC and ALLTEL cannot agree on the amount and manner of paying or reporting any Taxes hereunder, as soon as practicable, they shall submit the dispute for resolution to an accounting firm (or, if appropriate, a nationally recognized firm with expertise in issues of property taxation) acceptable to both, which resolution shall be binding upon both. ATC and ALLTEL shall each bear fifty percent (50%) of the cost of any such determination.

(f) Cooperation in Tax Matters. ALLTEL and ALLTEL Parent, on the one hand, and ATC and ATC Parent, on the other hand, and their respective Affiliates shall cooperate fully as and to the extent reasonably requested by the other party in connection with any audit, litigation or other proceeding with respect to Taxes. Such cooperation shall include the retention and (upon the other party's request) the provision of records and information which are reasonably relevant to any such audit, litigation or other proceeding and making employees available on a mutually convenient basis to provide

additional information and explanation of any material provided hereunder. ALLTEL and ATC agree (i) to retain all books and records with respect to Tax matters pertinent to this Sublease or the Subleased Property relating to all taxable periods until the statute of limitations (including any extensions) as to any taxable period that may be affected thereby shall have run, (ii) to abide by all record retention agreements entered into with any Governmental Authority, and (iii) to give the other party reasonable written notice prior to destroying or discarding any such books and records and, if one party so requests, shall allow the requesting party to take possession of such books and records proposed for destruction or discard (at the requesting party's sole expense). With respect to each Site, ALLTEL shall provide ATC with copies of bills and Returns for prior assessment periods during the year prior to the Site Commencement Date for Taxes that become ATC Taxes for such Site as of the Site Commencement Date. ALLTEL shall provide this information as soon as practicable following the Site Commencement Date for that Site, and in any event no later than ninety (90) days after the Site Commencement Date.

(g) Contest Rights. In the event any one of the ALLTEL Companies receives any notice of a claim, potential claim or proposed adjustment of any Tax for which ATC is responsible under this Section 35, such ALLTEL Company shall notify both ATC and ALLTEL thereof no later than five (5) Business Days after the day of receipt of such notice, provided that no failure to give such notice shall relieve ATC of any liability under this Section 35, except to the extent ATC has suffered actual prejudice because of such failure. In addition, from time to time ATC might desire to challenge or seek abatement with respect to the assessment of any Tax against one of the ALLTEL Companies for which ATC is responsible under this Section 35. In either of the foregoing circumstances, upon providing notice to ALLTEL, ATC shall be entitled, if it so elects, (i) to take control of the assertion, defense and investigation for such claim, potential claim, proposed adjustment, or claim of refund or abatement ("Tax Claim"), (ii) to employ and engage attorneys of its choice to handle and defend the same, at ATC's cost, risk and expense, and (iii) to compromise or settle such Tax Claim, which compromise or settlement shall be made only with the written consent of ALLTEL (such consent not to be unreasonably withheld, conditioned or delayed) unless such compromise or settlement involves only the payment of money damages payable by ATC or payment of a refund or abatement to ATC or any of the ALLTEL Companies and does not impose specific performance or other obligation upon any of the ALLTEL Companies, in which case no such consent shall be required. All of the ALLTEL Companies shall cooperate with ATC by providing to ATC as needed any powers of attorney, access to records in their possession, copies of relevant notices received, and such other cooperation that would be necessary for ATC to prosecute or defend a Tax Claim. Any of the ALLTEL Companies that receives payment of a refund or abatement with respect to a Tax for which ATC is responsible under this Section 35 shall immediately pay the amount of such refund or abatement over to ATC by means of cash or immediately available funds. If ATC fails to assume the defense of any Tax Claim within fifteen (15) Business Days after receipt of notice from one of the ALLTEL Companies or within ten (10) days prior to the expiration of any statute of limitations, such ALLTEL Company will (upon delivering notice to such effect to ATC) have the

right to undertake the defense, compromise or settlement of such Tax Claim; provided, however, that such Tax Claim shall not be compromised or settled without the prior written consent of ATC, which consent shall not be unreasonably withheld, conditioned or delayed. ATC shall keep ALLTEL informed at all times of the status of the Tax Claim, and ALLTEL or any affected ALLTEL Company may, at its own election and expense, participate in the defense of any such Tax Claim. In the event ALLTEL or an ALLTEL Company assumes the defense of the Tax Claim, such ALLTEL Company will keep ATC timely informed of the progress of any such defense, compromise or settlement.

(h) Income Tax Reporting. For purposes of filing any Tax Return with respect to Taxes on income (net, gross or other, including recapture of any Tax items such as investment Tax credits, and any alternative or add-on minimum Tax, gross income, gross receipts, gains, or franchise Tax), ATC, ATC Parent, ALLTEL and ALLTEL Inc., along with their affiliates, (i) agree that with respect to each Site the rent paid as set forth in Section 11(a) of this Sublease represents rent expense for each month of the Term of such Sublease in an amount equal to the Rent designated for such Site divided by the number of months in the Term for such Site; and (ii) shall report the transactions contemplated by this Sublease consistently with the provisions of Section 467 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations in effect thereunder, which shall include treating ALLTEL's transfer of leasehold and subleasehold interests to ATC under this Sublease as a series of Section 467 rental agreements.

#### Section 36. General Provisions.

(a) Notices. Except as otherwise expressly provided in Section 13(b), all notices and other communications which by any provision of this Sublease are required or permitted to be given shall be given in writing and shall be deemed to have been delivered (i) five business days after being mailed by first-class or express mail, postage prepaid, (ii) the next day when sent overnight by recognized courier service, (iii) upon confirmation when sent by telex, telegram, 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 (iv) upon delivery when 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 set forth below 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. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery by the Party to whom addressed shall be deemed received and delivered upon the expiration of the foregoing time periods.

If to ATC and ATC Parent: American Tower  
116 Huntington Avenue  
Boston, MA 02116

Attention: General Counsel  
Facsimile: (617) 375-7575

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

If to ALLTEL, ALLTEL Inc.,  
ALLTEL Guarantors or  
any ALLTEL Affiliate: ALLTEL Communications, Inc.  
One Allied Drive  
Little Rock, AR 72203  
Attention: President and General Counsel  
Facsimile: (501) 905-0962

(b) Facsimile as Writing. The Parties expressly acknowledge and agree that, notwithstanding any statutory or decisional law to the contrary, the printed product of a facsimile transmittal shall be deemed to be "written" and a "writing" for all purposes of this Sublease.

(c) Binding Effect. This Sublease shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

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

(e) Exhibits. Each and every exhibit referred to or otherwise mentioned in this Sublease is attached to this Sublease and is and shall be construed to be made a part of this Sublease by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

(f) Defined Terms. Capitalized terms used in this Sublease shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

(g) Pronouns. Wherever appropriate in this Sublease, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

(h) Severability. If any term or provision of this Sublease shall be held or deemed to be, or shall in fact be, invalid, inoperative, illegal or unenforceable as applied to any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases, because of the 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 Sublease 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.

(i) Waivers; Amendments. Changes in or additions to this Sublease may be made, or compliance with any term, covenant, agreement, condition or provision set forth herein may be omitted or waived (either generally or in a particular instance and either retroactively or prospectively) with, but only with, the consent in writing of the Parties hereto. No delay on the part of either Party at any time or times in the exercise of any right or remedy shall operate as a waiver thereof. Any consent may be given subject to satisfaction of conditions stated therein. The failure to insist upon the strict provisions of any covenant, term, condition or other provision of this Sublease or to exercise any right or remedy hereunder shall not constitute a waiver of any such covenant, term, condition or other provision thereof or default in connection therewith. The waiver of any covenant, term, condition or other provision hereof or default hereunder shall not affect or alter this Sublease in any other respect, and each and every covenant, term, condition or other provision of this Sublease shall, in such event, continue in full force and effect, except as so waived, and shall be operative with respect to any other then existing or subsequent default in connection herewith.

(j) Rights Cumulative. All rights, remedies, powers and privileges conferred under this Sublease on the Parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by Law. NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 36(j) OR ANY OTHER PROVISION TO THE CONTRARY, EACH PARTY HERETO HEREBY WAIVES THE RIGHT TO RECOVER AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST PROFITS), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES AND THE MULTIPLIED PORTION OF DAMAGES, HOWEVER ARISING, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(k) Applicable Law. The validity, interpretation, construction and performance of this Sublease shall be governed by, and construed in accordance with the applicable law of the State of Delaware, applicable to contracts made and performed in such state without regard to conflicts of law.

(l) Entire Agreement. This Sublease (together with the Exhibits hereto, the Site Designation Supplements and the other documents delivered or to be delivered in

connection herewith) constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior agreements, arrangements, covenants, promises, conditions, undertakings, inducements, representations, warranties and negotiations, expressed or implied, oral or written, between the parties, with respect to the subject matter hereof; provided, however, that the foregoing is not intended to affect the provisions of the Agreement to Sublease, the Build-to-Suit Agreement, the Site Management Agreement or the MLA, each of which shall continue in full force and effect in accordance with its respective terms and provisions. Each of the Parties is a sophisticated Person that was advised by experienced counsel and, to the extent it deemed necessary, other advisors in connection with this Sublease. Each of the Parties hereby acknowledges that (i) none of the parties has relied or will rely in respect of this Sublease or the transactions contemplated hereby upon any document or written or oral information previously furnished to or discovered by it or its representatives, other than this Sublease, the Build-to-Suit Agreement, the Site Management Agreement, the MLA and the Agreement to Sublease, (ii) there are no covenants or agreements by or on behalf of any party or any of its respective Affiliates or representatives with respect to the subject matter of this Sublease other than those expressly set forth in this Sublease and the Agreement to Sublease, and (iii) the parties' respective rights and obligations with respect to this Sublease and the events giving rise thereto will be solely as set forth in this Sublease and the Agreement to Sublease. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE AGREEMENT TO SUBLEASE, EACH PARTY HERETO AGREES THAT, NONE OF THE PARTIES HAS MADE ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED OR AT COMMON LAW, BY STATUTE, OR OTHERWISE RELATING TO ANY PORTION OF THE SITE, TOWER OR SITE IMPROVEMENTS INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE TOWER OR SITE IMPROVEMENTS (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, ENVIRONMENTAL CONDITION, OR GEOLOGIC CONDITION). IN FURTHERANCE OF THE FOREGOING AND EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE AGREEMENT TO SUBLEASE, EACH PARTY EXPRESSLY DISCLAIMS AND NEGATES AND HEREBY WAIVES (A) ANY IMPLIED OR EXPRESSED WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED OR EXPRESSED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, (C) ANY IMPLIED OR EXPRESSED WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, (D) ANY CLAIM FOR DAMAGES BECAUSE OF ANY LATENT OR PATENT DEFECTS OR OTHER DEFECTS, WHETHER KNOWN OR UNKNOWN AND (E) ANY AND ALL IMPLIED WARRANTIES EXISTING UNDER APPLICABLE LAW, WHETHER MADE BY ITSELF OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, FINANCIAL AND LEGAL ADVISORS OR OTHER REPRESENTATIVES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT EACH SITE, TOWER AND ANY SITE IMPROVEMENTS BE LEASED UNDER THIS SUBLEASE ON AN AS IS, WHERE IS BASIS, EXCEPT AS EXPRESSLY SET FORTH HEREIN

OR IN THE AGREEMENT TO SUBLEASE. THE PARTIES HERETO AGREE THAT, TO THE EXTENT REQUIRED BY APPLICABLE LAW TO BE EFFECTIVE, THE DISCLAIMERS OF CERTAIN WARRANTIES CONTAINED IN THIS SECTION ARE CONSPICUOUS DISCLAIMERS.

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

(n) Attorneys' Fees. In the event of any litigation arising under or in connection with this Sublease, the prevailing Party shall be entitled to recover from the other Party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing Party.

(o) Authority. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Sublease and each individual executing this Sublease on behalf of a Party warrants and represents that he has been fully authorized to execute this Sublease on behalf of such Party and that such Party is bound by the signature of such representative.

(p) Counsel. Each Party hereto warrants and represents that such Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Sublease and has had ample opportunity to read, review, and understand the provisions of this Sublease.

(q) Mutual Drafting. This Sublease is the result of the joint efforts of ALLTEL and ATC, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties and there shall be no construction against any Party based on any presumption of that Party's involvement in the drafting thereof.

(r) Power of Attorney by ALLTEL; Authorization. Each and every one of the ALLTEL Companies and the ALLTEL Guarantors other than ALLTEL Inc. hereby irrevocably constitutes and appoints ALLTEL Inc. (the "Agent") as its and their agent and attorney-in-fact to modify, amend or otherwise change or waive any and all terms, conditions and other provisions of this Sublease or any Site Designation Supplement, to exercise on behalf of the ALLTEL Companies and the ALLTEL Guarantors any options or elections granted to ALLTEL hereunder, to take all actions and to execute all documents necessary or desirable to effect the terms of this Sublease, and to take all actions and execute all documents which may be necessary or desirable in connection therewith, to give and receive all consents and all notices hereunder, to negotiate, settle and compromise Claims for indemnification hereunder, and to perform any other act arising under or pertaining to the Sublease and the Site Designation Supplements. The Agent hereby accepts the foregoing appointment. Nothing herein shall be deemed to make the Agent liable to any of the ALLTEL Companies or the ALLTEL Guarantors

because of service in its capacity as agent and attorney-in-fact. In performing any of its duties hereunder, the Agent shall not incur any liability (as defined in the Agreement to Sublease) whatsoever to any of the ALLTEL Companies, the ALLTEL Guarantors or their Affiliates. It is expressly understood and agreed that this power of attorney and the agency created hereby is coupled with an interest of the respective Parties hereto and shall be binding and enforceable on and against the respective successors and assigns of ALLTEL, and each of them, and this power of attorney shall not be revoked or terminated and shall continue to be binding and enforceable in the manner provided herein.

(s) Labeling; Signage.

(i) ALLTEL shall identify all ALLTEL Equipment, Microwave Equipment, and Additional ALLTEL Equipment, and equipment cabinets (unless such cabinet is located in a building owned by ALLTEL) owned or utilized by ALLTEL or any of its Affiliates by labels identifying ALLTEL's name, contact phone number and installation date and shall permanently identify its coaxial cable at the top and bottom. Failure by ALLTEL to so identify such Communications Equipment may cause an interruption in service of its operation. In the event that ALLTEL fails to comply with this Section and following prior written notice to ALLTEL of no less than 30 days, ATC reserves the right, in addition to any other rights it may have hereunder, to label such ALLTEL Equipment, Microwave Equipment, and Additional ALLTEL Equipment and assess a fee for ATC's associated cost and expenses, which shall be payable to ATC upon receipt of an invoice.

(ii) ALLTEL acknowledges and agrees that ATC may, from time to time, post signage at each Site that ATC deems reasonable appropriate identifying, among other things, ATC as the contact for subleasing or operational information relating to the Site.

(iii) ATC acknowledges and agrees that ALLTEL may, from time to time, post signage at each Site with respect to radio frequency emissions at a Site in furtherance of its obligations under Section 16 and pursuant to the rules and regulations of the FCC.

(t) [Reserved].

(u) Time of Essence. Time is of the essence of this Sublease. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes part of the consideration for this Sublease. If any date set forth in this Sublease shall fall on, or any time period set forth in this Sublease shall expire on, a day which is a Saturday, Sunday or federal or state holiday, such date shall be automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other nonbusiness day. The final day of any time period under this Sublease or any

deadline under this Sublease shall be the specified day or date, and shall include the period of time through and including such specified day or date.

(v) Several Liability. Notwithstanding any other provision of this Sublease to the contrary, and notwithstanding any liability or obligation that ALLTEL would have as a general partner of any of the other ALLTEL Companies under this Sublease or any Site Designation Supplement (in each case, whether or not expressly set forth herein or therein), by operation or law or otherwise, (i) the obligations of any ALLTEL Company (other than the ALLTEL Guarantors pursuant to Section 34) under this Sublease are several and not joint, and (ii) each of the ALLTEL Companies (other than the ALLTEL Guarantors pursuant to Section 34) will have no personal liability for the payment or performance of any obligation of any of the other ALLTEL Companies under this Sublease.

(w) Excusable Delay. Neither party shall assume responsibility for any losses or damages caused by any event beyond the reasonable control of a Party, including, but not limited to, acts of God, rain, extreme temperatures, lightning, earthquake, floods, riots, insurrection, war, unforeseen soil conditions after reasonable inquiry, acts or omissions of third parties who are not employees of such Party, strikes, lock-outs or labor troubles of employees of third parties, governmental actions or inaction (including but not limited to those related to zoning approvals, permits or related appeals) or Laws, or any delay caused by the acts or omissions of the other Party or any of their subcontractors, consultants, agents or vendors. In the event that either Party shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of any such event, then the performance of such act shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period required to perform as a result of such delay. The Party whose performance is prevented shall give written notice to the other Party, and the Parties shall promptly confer, in good faith, to agree upon an equitable, reasonable course of action to minimize the impact of such conditions on the Sites and the performance of this Agreement.

(x) Inspection of Books and Records. In addition to ALLTEL's inspection rights under Section 16(c), ALLTEL and ATC shall be afforded reasonable access to all of ATC's and ALLTEL's books and records (including, without limitation any data stored or collected by a third party on its or its Affiliates behalf) relating to the accounting and tax records associated with the Ground Rent, or any payments owed or claimed to be owed by either party under this Agreement, except privileged documents or where disclosure is prohibited by Law or Contractual Obligation. Such information shall be open for inspection and copying upon reasonable notice by the requesting party, at its cost, by its authorized representatives at reasonable hours at the applicable principal regional or area offices and shall be retained by each party for three consecutive years.

(y) Expenses. The phrase "ATC and ALLTEL shall each bear 50% of the cost" and other similar expressions that appear throughout this Sublease shall mean that ATC, on the one hand, bears 50% of the applicable cost, and ALLTEL, on the other hand, bears 50% of such cost.

(z) Agents. Except as set forth in Section 26, in no event will either Party to this Sublease be deemed to be or constitute the agent or representative of the other Party to this Sublease.

(aa) No Third Party Beneficiaries. This Sublease shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(bb) State Legends.

(i) Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(ii) WAIVER OF TEXAS DECEPTIVE TRADE PRACTICES ACT. ATC AND ALLTEL, RESPECTIVELY, SPECIFICALLY ACKNOWLEDGE AND AGREE THAT IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISKS OF THIS TRANSACTION, AND THAT IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH THE OTHER PARTY. ATC AND ALLTEL EACH HEREBY WAIVE ALL ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES -CONSUMER PROTECTION ACT, SECTION 741 ET SEQ. OF THE TEXAS BUSINESS AND COMMERCE CODE (THE "DTPA"), A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF SUCH PARTY'S OWN SELECTION, ATC AND ALLTEL VOLUNTARILY CONSENT TO THIS WAIVER.

(iii) Prior to the commencement of any Work to be performed in the State of North Carolina by any contractor or subcontractor retained by ATC or ALLTEL, respectively, (directly or indirectly), the contracting Party is solely responsible and liable to the other Party for the delivery to the other Party of a certificate from the North Carolina Industrial Commission stating that such contractor and subcontractor have each complied with G.S. 97-93 of the North Carolina General Statutes.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Sublease to be executed by their duly authorized representatives, all effective as of the day and year first written above.

ATC:

American Towers, Inc., a Delaware corporation

By: \_\_\_\_\_  
Name: James S. Eisenstein  
Title: Executive Vice President and Chief Development Officer

ATC PARENT:

American Tower Corporation, a Delaware corporation

By: \_\_\_\_\_  
Name: James S. Eisenstein  
Title: Executive Vice President and Chief Development Officer

ALLTEL INC.:

ALLTEL Communications, Inc., a Delaware corporation

By: \_\_\_\_\_  
Name: Scott T. Ford  
Title: President

ALLTEL ENTITIES:

360 (degree) Communications Company  
360 (degree) Communications Company of Charlottesville  
360 (degree) Communications Company of Florida  
360 (degree) Communications Company of Ft. Walton Beach  
Limited Partnership, by 360 (degree)  
Communications Company of Florida, its general  
partner  
360 (degree) Communications Company of Hickory Limited  
Partnership by 360 (degree) Communications  
Company of Hickory No. 1, its general partner  
360 (degree) Communications Company of Lynchburg  
360 (degree) Communications Company of Nevada Limited  
Partnership by ALLTEL Communications, Inc., its  
general partner  
360 (degree) Communications Company of New Mexico  
360 (degree) Communications Company of North Carolina No. 1

360 (degree) Communications Company of Ohio No. 4  
 360 (degree) Communications Company of South Carolina No. 1  
 360 (degree) Communications Company of Texas Limited  
     Partnership by 360 (degree) Communications  
     Company, its general partner  
 360 (degree) Communications Company of Virginia  
 360 (degree) Communications Company Tennessee No. 2  
 Aliant Cellular, Inc.  
 ALLTEL Alabama Limited Partnership  
     by ALLTEL Corporate Services, Inc., its general partner  
 ALLTEL Mobile Communications of the Carolinas, Inc.  
 ALLTEL Ohio Limited Partnership  
     by 360 (degree) Communications Company of Petersburg,  
     its general partner ALLTEL Wireless Holdings, L.L.C.  
 Florida RSA 9 Limited Partnership  
     by ALLTEL Communications, Inc., its general partner  
 Georgia RSA 14 Cellular Partnership  
     by ALLTEL Communications, Inc., its general partner  
 Greenville MSA Limited Partnership  
     by TeleSpectrum, Inc., its general partner  
 Kansas RSA 15 Limited Partnership  
     by 360 (degree) Communications Company of Nebraska, its  
     general partner  
 Liberty Cellular, Inc.  
 New York NewCo Subsidiary, Inc.  
 North Carolina RSA 15 North Sector Limited Partnership  
     by 360 (degree) Communications Company, its general  
     partner  
 North Carolina RSA 6 Limited Partnership  
     by 360 (degree) Communications Company of North  
     Carolina No. 1, its general partner  
 Ohio Cellular RSA Limited Partnership  
     by 360 (degree) Communications Company of Ohio No. 3,  
     its general partner  
 Radiofone, Inc.  
 RCTC Wholesale Corporation  
 TeleSpectrum, Inc.  
 TeleSpectrum of Virginia, Inc.  
 Tennessee RSA 8 Limited Partnership  
     by 360 (degree) Communications Company of Tennessee No.  
     1, its general partner  
 Texas RSA #10B-2 Limited Partnership  
     by 360 (degree) Communications Company of Texas No. 2,  
     its general partner



Texas RSA 10B4 Limited Partnership  
by 360 (degree) Communications Company, its general  
partner  
Texas RSA 9B3 Limited Partnership  
by 360 (degree) Communications Company, its general  
partner  
Virginia Metronet, Inc.  
Virginia RSA 1 Limited Partnership  
by 360 (degree) Communications Company of Virginia No.  
1, its general partner

By: \_\_\_\_\_  
Name: Scott T. Ford  
Title: President

ALLTEL GUARANTORS:

Each of the undersigned Affiliates of ALLTEL Inc. hereby executes and delivers this Agreement as an ALLTEL Guarantor for the sole purpose of guaranteeing, jointly and severally, the ALLTEL Obligations in accordance with the terms and conditions of Sections 23(b), 34 and 36(r), and each agrees to be bound by the provisions of Section 23(b), 34 and 36(r) with the same force and effect as if each were specifically named as an ALLTEL Guarantor in the above Agreement, such guaranty being in addition to its rights and obligations as an ALLTEL Entity, if applicable.

360 (degree) Communications Company  
360 (degree) Communications Company of Charlottesville  
360 (degree) Communications Company of Florida  
360 (degree) Communications Company of Ft. Walton Beach  
Limited Partnership, by 360 (degree) Communications  
Company of Florida, its general partner  
360 (degree) Communications Company of Hickory Limited  
Partnership by 360 (degree) Communications Company of  
Hickory No. 1, its general partner  
360 (degree) Communications Company of Nevada Limited  
Partnership by ALLTEL Communications, Inc., its general  
partner  
360 (degree) Communications Company of New Mexico  
360 (degree) Communications Company of North Carolina No. 1  
360 (degree) Communications Company of Ohio No. 4

360 (degree) Communications Company of South Carolina No. 1  
 360 (degree) Communications Company of Texas Limited  
     Partnership by 360 (degree) Communications Company, its  
     general partner  
 360 (degree) Communications Company of Virginia  
 360 (degree) Communications Company Tennessee No. 2  
 Aliant Cellular, Inc.  
 ALLTEL Alabama Limited Partnership  
     by ALLTEL Corporate Services, Inc., its general partner  
 ALLTEL Mobile Communications of the Carolinas, Inc.  
 ALLTEL Ohio Limited Partnership  
     by 360 (degree) Communications Company of Petersburg,  
     its general partner  
 ALLTEL Wireless Holdings, L.L.C.  
 Florida RSA 9 Limited Partnership  
     by ALLTEL Communications, Inc., its general partner  
 Georgia RSA 14 Cellular Partnership  
     by ALLTEL Communications, Inc., its general partner  
 Greenville MSA Limited Partnership  
     by TeleSpectrum, Inc., its general partner  
 Kansas RSA 15 Limited Partnership  
     by 360 (degree) Communications Company of Nebraska, its  
     general partner  
 Liberty Cellular, Inc.  
 New York NewCo Subsidiary, Inc.  
 North Carolina RSA 15 North Sector Limited Partnership  
     by 360 Communications Company, its general partner  
 North Carolina RSA 6 Limited Partnership  
     by 360 (degree) Communications Company of North  
     Carolina No. 1, its general partner  
 Ohio Cellular RSA Limited Partnership  
     by 360 (degree) Communications Company of Ohio No. 3,  
     its general partner  
 Radiofone, Inc. (a Louisiana corporation)  
 Radiofone, Inc. (a Tennessee corporation)  
 RCTC Wholesale Corporation  
 TeleSpectrum, Inc.  
 TeleSpectrum of Virginia, Inc.  
 Tennessee RSA 8 Limited Partnership  
     by 360 (degree) Communications Company of Tennessee No.  
     1, its general partner  
 Texas RSA #10B-2 Limited Partnership  
     by 360 (degree) Communications Company of Texas No. 2,  
     its general partner

Texas RSA 10B4 Limited Partnership  
by 360 (degree) Communications Company, its general  
partner  
Texas RSA 9B3 Limited Partnership  
by 360 (degree) Communications Company, its general  
partner  
Virginia Metronet, Inc.  
Virginia RSA 1 Limited Partnership  
by 360 (degree) Communications Company of Virginia No.  
1, its general partner  
360 (degree) Communications Company of Ohio No. 1  
360 (degree) Communications Company of Ohio No. 2  
360 (degree) Communications Company of Ohio No. 3  
360 (degree) Communications Company of Pennsylvania No. 1  
Petersburg Cellular Telephone Company, Inc.  
360 (degree) Communications Company of South Carolina No. 2  
360 (degree) Communications Company of Texas No. 1  
360 (degree) Communications Company of Texas No. 3  
360 (degree) Communications Company of Virginia No. 1

By: \_\_\_\_\_  
Name: Scott T. Ford  
Title: President

EXHIBIT 1

FORM OF JOINDER TO AGREEMENT

THIS JOINDER to that certain Lease and Sublease dated \_\_\_\_\_ by  
and among \_\_\_\_\_, and \_\_\_\_\_  
\_\_\_\_\_ ("Agreement") is executed by the undersigned  
in accordance with the provisions of the Agreement. The undersigned hereby joins  
in the execution and delivery of the Agreement, and agrees that the undersigned  
shall be deemed to be an ALLTEL Company for all purposes under the Agreement.  
The undersigned agrees to be bound by all terms, covenants and conditions  
contained in the Agreement, as an ALLTEL Company as defined therein, as if the  
undersigned were an original party to the Agreement.

Dated \_\_\_\_\_

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

AGREED TO AND ACKNOWLEDGED BY:

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

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

EXHIBIT 2

SITE DESIGNATION SUPPLEMENT

AND TOWER LEASE AGREEMENT

THIS SITE DESIGNATION SUPPLEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2000 by and between \_\_\_\_\_ ("ATC"), and \_\_\_\_\_ ("ALLTEL").

1. Pursuant to this Site Designation Supplement number \_\_\_\_\_, which is governed by the terms and conditions of that certain Lease and Sublease entered into between ATC, ALLTEL and the other parties identified therein on \_\_\_\_\_ ("Master Sublease"), which is incorporated herein by this reference, ALLTEL hereby subleases to ATC, and ATC hereby subleases from ALLTEL, the Subleased Property located at the Site commonly known as \_\_\_\_\_ in the \_\_\_\_\_ of \_\_\_\_\_, a legal description of which is attached hereto as Exhibit C.

ATC Site Name: \_\_\_\_\_, ATC Site Number: \_\_\_\_\_, and

Coordinates: \_\_\_\_\_

2. Pursuant to this Site Designation Supplement, ALLTEL's Reserved Space and Microwave Reserved Space for this Site is described in Exhibit A attached \_\_\_\_\_ hereto and the Additional ALLTEL Space is described in Exhibit B attached \_\_\_\_\_ hereto.

3. [This Site Designation Supplement is subject to that certain \_\_\_\_\_ [GROUND LEASE]].

4. The Site Commencement Date for this Site Designation Supplement shall be \_\_\_\_\_.

5. The Site Expiration Date for this Site Designation Supplement shall be \_\_\_\_\_.

6. The Site Maintenance Charge during the Term for the Reserved Space and Microwave Reserved Space shall be \$ \_\_\_\_\_, and the Additional ALLTEL Maintenance Charge during the Term for the Additional ALLTEL Equipment shall be \$ \_\_\_\_\_, subject to the Annual Escalator on each anniversary of the Escalation Date.

6. The Purchase Option Trigger Date for this Site is \_\_\_\_\_.

7. The Purchase Option Price for this Site is, at ALLTEL's election in accordance with the procedures described in and subject to Section 31 of the Master Sublease, either (a) the Purchase Option Floor amount of \$ \_\_\_\_\_, or (b) \_\_\_\_\_ shares of ATC Parent Class A Common Stock.

8. Notices to ATC with respect to this Site Designation Supplement shall be, in addition to the notice address in the Master Sublease, directed to:

[INSERT ADDRESS OF APPROPRIATE REGIONAL OFFICE]

9. Notices to ALLTEL with respect to this Site Designation Supplement shall be in addition to the notice address in the Master Sublease, directed to:

[INSERT MARKET OR REGIONAL ALLTEL REAL ESTATE MANAGER]

10. The remittance address for the Site Maintenance Charge shall be:

[INSERT ADDRESS OF APPROPRIATE REMITTANCE ADDRESS]

11. Drawings of the location of ALLTEL's ground, building and/or tower installations and the applicable utility and access easements are attached hereto as Exhibit D.

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12. A copy of the Memorandum of Sublease is attached hereto as Exhibit E.

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13. Drawings of the ground, building and/or Tower installations and all utility and access easements (including, without limitation, the outlines of the Subleased Property) are attached hereto as Exhibit F.

-----

14. In addition to the terms and conditions in the Master Sublease, with respect to the Subleased Property and this Site Designation Supplement, ATC and ALLTEL hereby agree to the conditions set forth in Exhibit G attached hereto and

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incorporated herein.

15. In the event of any conflict between this Site Designation Supplement and the Master Sublease, the terms of the Master Sublease shall control.

IN WITNESS WHEREOF, ATC and ALLTEL have duly executed this Site Designation Supplement as of the day and year first above written.

ALLTEL:

\_\_\_\_\_,

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

ATC:

\_\_\_\_\_,  
Name

\_\_\_\_\_  
Vice President

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2000, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_  
corporation.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2000, by \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_  
corporation.

EXHIBIT A

TO SITE DESIGNATION SUPPLEMENT

DESCRIPTION OF RESERVED SPACE AND MICROWAVE RESERVED SPACE  
(ALLTEL Maximum Equipment and Microwave Equipment)

[SEE ATTACHED]



EXHIBIT B  
TO SITE DESIGNATION SUPPLEMENT  
DESCRIPTION OF ADDITIONAL ALLTEL SPACE  
(Additional ALLTEL Equipment)

[SEE ATTACHED]

EXHIBIT C  
TO SITE DESIGNATION SUPPLEMENT

LEGAL DESCRIPTION OF REAL PROPERTY

The real property of which the Subleased Property is a part is legally described as follows:

Street address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

All that real property located in the State of \_\_\_\_\_, County of \_\_\_\_\_ described as follows:

Example:

"Known as being Sublot No. 8 in Settlement One  
Subdivision of part of Original Bainsbridge Township  
Lot Nos. 45 and 46, Tract no. 1, as shown by  
the recorded plat I Volume 12 of Maps, Pages 143  
of Geauga County Records."

EXHIBIT D  
TO SITE DESIGNATION SUPPLEMENT  
SITE DRAWINGS

EXHIBIT E  
TO SITE DESIGNATION SUPPLEMENT

MEMORANDUM OF LEASE

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

\_\_\_\_\_  
Street Address  
City, State, Zip

MEMORANDUM OF TOWER LEASE AGREEMENT

THIS MEMORANDUM OF TOWER LEASE AGREEMENT, made and entered into as of \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between \_\_\_\_\_, a \_\_\_\_\_ corporation ("ATC"), and [INSERT APPROPRIATE LEGAL ALLTEL ENTITY] ("ALLTEL").

ALLTEL, on the terms and conditions set forth in an unrecorded document dated \_\_\_\_\_, and entitled "Site Designation Supplement and Tower Lease Agreement" executed pursuant to that certain unrecorded document dated \_\_\_\_\_, and entitled "Lease and Sublease," which terms and conditions are incorporated herein by reference, and in consideration of the rent and covenants therein provided, does hereby lease to ATC, and ATC hereby rents and accepts from ALLTEL, certain real property ("Property") located in the City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, within the property of ALLTEL which is described in Exhibit "A1" attached hereto ("ALLTEL's Property"), together with a right of access and to install and maintain utilities, for an initial term of fifteen (15) years commencing on \_\_\_\_\_, which term is subject to certain rights to purchase ALLTEL's interest in ALLTEL's Property pursuant to a purchase option with respect to the Property exercisable by ATC at the end of the term. The Property consists of ALLTEL's Property, less and except certain property with respect to which ALLTEL has reserved and retained certain rights, as more fully described in the Lease and Sublease, and such property is as described on Exhibit "A2" attached hereto (the "Reserved Space", "Microwave Space" and Additional ALLTEL Space").

IN WITNESS WHEREOF, ATC and ALLTEL have duly executed this Memorandum of Tower Lease Agreement as of the day and year first above written.

ALLTEL:

\_\_\_\_\_,'

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

ATC:

\_\_\_\_\_,'

Name \_\_\_\_\_  
Vice President

EXHIBIT F  
TO SITE DESIGNATION SUPPLEMENT  
SUBLEASED PROPERTY DRAWING

EXHIBIT G  
TO SITE DESIGNATION SUPPLEMENT

OTHER PROVISIONS

[If appropriate, additional provisions can be added on a site specific basis upon mutual written agreement of ATC and ALLTEL.]

EXHIBIT 3

FORM OF RIGHT OF FIRST REFUSAL NOTICE

Date Transmitted

To:  
ALLTEL \_\_\_\_\_  
\_\_\_\_\_

Attention:\_\_\_\_\_

THIRD PARTY OFFER NOTICE

FOR LAST AVAILABLE SPACE

Notice of Intent to Sublease:  
[SITE NUMBER/SITE NAME]

American Tower ("ATC") intends to sublease space on the above tower. Attached is a copy of the bona-fide Third Party Offer summary and antenna information for the above carrier.

As per Section 8 and Exhibit 4 of the Lease and Sublease dated \_\_\_\_\_ between ALLTEL \_\_\_\_\_, (including the Wholly Owned Entities and Other ALLTEL Entities, as defined in the herein referenced Sublease) ("ALLTEL") and ATC, ALLTEL has five (5) business days to exercise its Right of Substitution or Right of First Refusal with respect to the space referenced herein.

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

Attachment: (1)  
Bona-fide Third Party Offer summary

cc: ALLTEL: ALLTEL Regional Manager (as designated on the SDS)  
[STREET  
CITY, STATE, ZIP]

with a copy to: \_\_\_\_\_  
\_\_\_\_\_

ATC: American Tower Corporation  
\_\_\_\_\_  
\_\_\_\_\_



BONA FIDE THIRD PARTY OFFER SUMMARY

Description of Space to be Subleased: See attachment [ATC's application form, redacted with respect to carrier's name]

Description of Maximum Equipment to be Installed: See attachment [ATC's application form, redacted with respect to carrier's name]

Term of Sublease (including renewal options): \_\_\_\_\_

Lease Rate: \_\_\_\_\_

Annual Escalator: \_\_\_\_\_

Other Charges: \_\_\_\_\_

Other Terms and Conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Certified by:

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_

EXHIBIT 4

[To be Provided]

## EXHIBIT 5

## LIST OF alltel entities

360(degrees) Communications Company  
360(degrees) Communications Company of Charlottesville  
360(degrees) Communications Company of Florida  
360(degrees) Communications Company of Ft. Walton Beach Limited Partnership  
360(degrees) Communications Company of Hickory Limited Partnership  
360(degrees) Communications Company of Lynchburg  
360(degrees) Communications Company of Nevada Limited Partnership  
360(degrees) Communications Company of New Mexico  
360(degrees) Communications Company of North Carolina No. 1  
360(degrees) Communications Company of Ohio No. 4  
360(degrees) Communications Company of South Carolina No. 1  
360(degrees) Communications Company of Texas Limited Partnership  
360(degrees) Communications Company of Virginia  
360(degrees) Communications Company Tennessee No. 2  
Aliant Cellular, Inc.  
ALLTEL Alabama Limited Partnership  
ALLTEL Mobile Communications of the Carolinas, Inc.  
ALLTEL Ohio Limited Partnership  
ALLTEL Wireless Holdings, L.L.C.  
Florida RSA 9 Limited Partnership  
Georgia RSA 14 Cellular Partnership  
Greenville MSA Limited Partnership  
Kansas RSA 15 Limited Partnership  
Liberty Cellular, Inc.  
New York NewCo Subsidiary, Inc.  
North Carolina RSA 15 North Sector Limited Partnership  
North Carolina RSA 6 Limited Partnership  
Ohio Cellular RSA Limited Partnership  
Radiofone, Inc.  
RCTC Wholesale Corporation  
TeleSpectrum, Inc.  
TeleSpectrum of Virginia, Inc.  
Tennessee RSA 8 Limited Partnership  
Texas RSA #10B-2 Limited Partnership  
Texas RSA 10B4 Limited Partnership  
Texas RSA 9B3 Limited Partnership  
Virginia Metronet, Inc.  
Virginia RSA 1 Limited Partnership

360(degrees) Communications Company of North Carolina Limited Partnership  
ALLTEL Cellular Associates of Arkansas Limited Partnership  
ALLTEL Cellular Associates of South Carolina Limited Partnership  
ALLTEL Central Arkansas Cellular Limited Partnership  
ALLTEL Missouri RSA #14 Limited Partnership  
ALLTEL Northern Arkansas RSA Limited Partnership  
Arkansas RSA #2 (Searcy County) Cellular Limited Partnership  
Baton Rouge Cellular Telephone Company  
Charleston-North Charleston MSA Limited Partnership  
Fayetteville MSA Limited Partnership  
Florida RSA #1B (Naples) Limited Partnership  
Georgia RSA 12 Cellular Partnership  
Georgia RSA 8 Cellular Partnership  
Las Cruces Cellular Telephone Company  
Missouri RSA #15 Limited Partnership  
Missouri RSA #2 Partnership  
Missouri RSA #4 Limited Partnership  
North Carolina RSA #15 Limited Partnership  
North Carolina RSA #5 Cellular Partnership  
Northwest Arkansas RSA Limited Partnership  
Ohio RSA #3 Limited Partnership  
Ohio RSA 2 Limited Partnership  
Ohio RSA 5 Limited Partnership  
Ohio RSA 6 Limited Partnership  
Oklahoma RSA #4 South Partnership  
Pennsylvania RSA No. 6(1) Limited Partnership  
Petersburg Cellular Partnership  
Raleigh-Durham MSA Limited Partnership  
South Carolina RSA #3 Cellular General Partnership  
South Carolina RSA #7 Cellular General Partnership  
South Carolina RSA #9 Cellular General Partnership  
South Carolina RSA No. 2 Cellular General Partnership  
South Carolina RSA No. 4 Cellular General Partnership  
South Carolina RSA No. 5 Cellular General Partnership  
South Carolina RSA No. 6 Cellular General Partnership  
South Carolina RSA No. 8 Cellular General Partnership  
Texas RSA #11B Limited Partnership  
Texas RSA 7B2 Limited Partnership  
Toledo MSA Limited Partnership  
Tuscon 21 Limited Partnership  
Tyler/Longview/Marshall MSA Limited Partnership  
Virginia RSA 2 Limited Partnership  
Youngstown-Warren MSA Limited Partnership

AGREEMENT TO SUBLEASE

by and among

ALLTEL COMMUNICATIONS, INC.

THE ALLTEL ENTITIES

and

AMERICAN TOWERS, INC.

and

AMERICAN TOWER CORPORATION

December 19, 2000

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AGREEMENT TO SUBLEASE

THIS AGREEMENT TO SUBLEASE ("Agreement"), made and entered into this 19/th/ day of December, 2000 ("Effective Date"), by and among ALLTEL COMMUNICATIONS, INC., a Delaware corporation ("ALLTEL Inc."), and the ALLTEL Entities (ALLTEL Inc., and the ALLTEL Entities being each referred to herein individually as "ALLTEL," and collectively as the "ALLTEL Companies"), and AMERICAN TOWERS, INC., a Delaware corporation ("ATC") and AMERICAN TOWER CORPORATION, a Delaware corporation ("ATC Parent").

W I T N E S S E T H:

-----

WHEREAS, the ALLTEL Companies own or lease tower site locations used in connection with their operations or the operation by their Affiliates of a wireless communications network; and

WHEREAS, ATC Parent directly and through its Affiliates, including ATC, is engaged in the business of, among other things, developing, constructing, managing, maintaining, marketing, operating and leasing networks of communications tower facilities, including the management of wireless communications sites; and

WHEREAS, ATC Parent and the ALLTEL Companies desire to enter into an agreement relating to: (i) the lease or sublease of certain cell site locations, by the ALLTEL Companies, on the one hand, and ATC and ATC Parent, on the other hand, pursuant to the terms and conditions of the Lease and Sublease in the form attached hereto as Exhibit D (the "Sublease"); (ii) the design, construction and installation by ATC of certain tower structures pursuant to the terms and conditions of that certain Build to Suit Agreement of even date herewith among the ALLTEL Companies and ATC and ATC Parent (the "Build-to-Suit Agreement"); (iii) with respect to tower sites constructed pursuant to the Build-to-Suit Agreement, In Progress Sites and sites owned or leased by ATC or its Affiliates, the license of space on such sites which may be licensed to the ALLTEL Companies, on the one hand, from ATC or an Affiliate thereof, on the other hand, pursuant to that certain Master Tower Space License Agreement of even date herewith among ALLTEL Inc. and ATC (the "MLA"); (iv) leasing, marketing, and management services pending the closing of the transactions contemplated hereby pursuant to that certain Site Management Agreement of even date herewith among ATC and ATC Parent and the ALLTEL Companies (the "Site Management Agreement"), and (v) various other agreements with respect to the respective rights, duties and obligations of the parties relating to the subject matter hereof, all as more particularly described in and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I  
DEFINITIONS

SECTION 1.1. Definitions.

-----

For purposes of this Agreement, the following capitalized terms have the following respective meanings:

"Acquired Interests" has the meaning given to such term in Section 3.1(a).

"Action" means any action, suit, litigation, complaint, counterclaim, claim, petition, mediation contest, or administrative proceeding, or request for material information by or pursuant to the order of any Governmental Authority, whether at law, in equity, in arbitration or otherwise, and whether conducted by or before any Governmental Authority or other Person.

"Additional ALLTEL Equipment" has the meaning given to such term in the Sublease.

"Additional ALLTEL Space" has the meaning given to such term in the Sublease.

"Additional Sites" has the meaning given to such term in Section 5.13.

"Affiliate(s)" or "Affiliated" of a Person means any Person which, whether directly or indirectly, Controls, is Controlled by or is under common Control with the subject Party.

"AGL" has the meaning given to such term in Section 4.6(e)(i).

"Agreement" has the meaning given to such term in the preamble.

"ALLTEL" has the meaning given to such term in the preamble and shall mean one, some or all of the ALLTEL Companies, as the context may require.

"ALLTEL Business" has the meaning given to such term in Section 6.3(a).

"ALLTEL Disclosure Schedule(s)" means those schedules prepared by ALLTEL and to be attached hereto containing the information required to be disclosed to ATC pursuant to the terms and conditions of this Agreement.

"ALLTEL Equipment" has the meaning given to such term in the Sublease.

"ALLTEL Entities" means those partnerships, limited liability companies, and corporations that are listed on Exhibit B attached hereto and which (i) are signatories to this Agreement on the date hereof, or (ii) have joined in the execution and delivery of this Agreement by executing and delivering to ATC and ALLTEL Inc., after the Effective

Date but on or before the ninetieth (90<sup>th</sup>/) day after the Effective Date, a Joinder to Agreement in the form attached hereto as Exhibit C. The Agreement shall automatically be deemed amended to include any of the ALLTEL Entities that executes and delivers to ATC and ALLTEL Inc. within the time frame set forth above a Joinder to Agreement in the form attached hereto as Exhibit C without any other action or approval of any other Party hereto.

"ALLTEL Guarantors" means, individually and in the aggregate, ALLTEL Inc. and those Affiliates of ALLTEL Inc. listed under the heading "ALLTEL Guarantors" on the signature pages hereto, each of whom have agreed to jointly and severally guarantee the ALLTEL Obligations in accordance with the terms and conditions set forth in Sections 5.15, 6.1(d), and 13.19.

"ALLTEL Inc." has the meaning given to such term in the preamble.

"ALLTEL Indemnitee" means ALLTEL, its Affiliates, and the respective directors, officers, partners, members, employees, representatives and agents of ALLTEL or any Affiliate (excluding ATC, its Affiliates and any of their agents).

"ALLTEL Material Adverse Effect" means as to any Site, any Event or Events that (a) has had or is reasonably likely to have a material adverse effect on the Acquired Interests or Sublease Interests in respect of such Site, or (b) has materially adversely affected or is reasonably likely to materially adversely affect the validity or enforceability of, or ability of ALLTEL or any of its Affiliates to perform, this Agreement or any of the Transaction Documents, or the likelihood of consummation of the Transactions. Notwithstanding the foregoing, and anything in this Agreement to the contrary notwithstanding, any Event (i) generally affecting the economy, the wireless communications industry, the tower ownership, operation, leasing, management and construction business or (ii) arising out of the execution or public announcement of this Agreement, shall not be deemed to constitute such a material adverse effect for the purposes of this definition.

"ALLTEL Obligations" has the meaning given to such term in Section 5.15(a).

"Alternative Transaction" shall mean any proposal or offer relating to a sale, assignment, lease, transfer, or disposition of, or similar transaction involving, all or any substantial portion of the Sites or any series of related transactions of the foregoing nature.

"ATC" has the meaning given to such term in the preamble.

"ATC Class A Common Stock" has the meaning given to such term in the Sublease.

"ATC Delivery Date" has the meaning given to such term in Section 4.5(a).

"ATC Indemnitees" means ATC, its Affiliates, and the respective directors, officers, partners, members, employees, representatives and agents of ATC or its Affiliates.

"ATC Material Adverse Effect" shall mean any Event or Events that has materially adversely affected or is reasonably likely to materially adversely affect the validity or enforceability of, or ability of ATC or any ATC Affiliate, to perform this Agreement or any of the Transaction Documents, or the likelihood of consummation of the Transactions. Notwithstanding the foregoing, and anything in this Agreement to the contrary notwithstanding, any Event (i) generally affecting the economy, the wireless communications industry, the tower ownership, operation, leasing, management and construction business, or the business of providing satellite-based communications services, or (ii) arising out of the execution or public announcement of this Agreement shall not be deemed to constitute such a material effect for the purposes of this definition.

"ATC Obligations" has the meaning given to such term in Section 5.14(a).

"ATC Parent" has the meaning given to such term in the preamble.

"ATC Parent Indenture" means the Amended and Restated Loan Agreement, by and among, certain Subsidiaries (as defined therein) of ATC Parent, the Financial Institutions named therein and the Agents named therein, dated as of January 6, 2000, as heretofore amended.

"Broadband Carrier" means an FCC licensee providing Broadband Services.

"Broadband Equivalent Tenant" means the following minimum space and capacity requirements for use by one (1) Broadband Carrier tenant at a Site: (a) available space on the Tower for one twelve (12) panel antenna array (up to 25 lbs. per antenna) and twelve (12) lines (up to a diameter of 1 5/8" each) and associated mounts at a location on the Tower that is technologically suitable (with respect to height of location) for the transmission of wireless broadband services of a Broadband Carrier (but in no event less than ten consecutive vertical feet of space), and (b) 12 feet by 28 feet of available ground space to accommodate a shelter or cabinets (including associated grounding and overhangs).

"Broadband Services" means (a) commercial mobile radio services provided in the A or B 800 MHz band of spectrum for use in cellular services, (b) personal communications services provided in the A-through-F 1900 MHz band of spectrum for use in PCS services, or (c) LMDS or MMDS (as such terms are defined by the FCC) licensed issued by the FCC.

"Build-to-Suit Agreement" has the meaning given to such term in the third Whereas clause.

"Claims" shall mean any and all debts, liabilities, obligations, losses, damages,

claims, refunds, credits, deficiencies, assessments and penalties, together with all Actions, pending or, to a Party's Knowledge, 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.

"Closing(s)" has the meaning given to such term in Section 4.1(a).

"Closing Date(s)" has the meaning given to such term in Section 4.1(a).

"Code" shall mean the Internal Revenue Code of 1986, and the rules and regulations 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.

"Confidential Information" has the meaning given to such term in Section 5.2(b).

"Confidentiality Agreement" means that certain confidentiality agreement between American Tower Corporation and Salomon Smith Barney on behalf of ALLTEL Corporation dated as of September 22, 2000.

"Contract" or "Contractual Obligation" shall mean any agreement, arrangement, commitment, contract, covenant, indemnity, undertaking or other obligation or liability to which ALLTEL or ATC, as applicable, is a party or to which it or any of the Sublease Interests or Acquired Interests is subject.

"Control" (including the terms "controlled," "controlled by" and "under common control with") means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management or policies of a Person, or the disposition of such Person's assets or properties, whether through the ownership of stock, equity or other ownership, by contract, arrangement or understanding, or as trustee or executor, by contract or credit arrangement or otherwise. The sole general partner of any Person that is a partnership will be deemed to control such Person and the sole manager(s) of any Person that is a limited liability company shall be deemed to control such Person.

"Distribution(s)" shall mean, with respect to any Person, (a) the declaration or payment of any dividend (except dividends payable in common stock of such Person) on or in respect of any shares of any class of capital stock of such Person or any shares of capital stock of any Affiliate of such Person owned by a Person other than such Person or an Affiliate of such Person, (b) the purchase, redemption or other retirement of any shares of any class of capital stock of such Person or any shares of capital stock of any Affiliate of such Person owned by a Person other than such Person or an Affiliate of such Person, and (c) any other distribution on or in respect of any shares of any class of capital stock of such Person or any shares of capital stock of any Affiliate of such Person owned by a Person other than such Person or an Affiliate of such Person.

"Effective Date" has the meaning given to such term in the preamble.

"Environmental Conditions" means, as to each Site, any conditions or circumstances, including without limitation, the presence of any unregistered above or below ground storage tank for Hazardous Materials or the presence of Hazardous Materials, that (i) require abatement or correction under the Environmental Laws, (ii) give rise to any civil or criminal Liability under any Environmental Law relating to the use or occupancy of any Site or (iii) constitute a public or private nuisance.

"Environmental Exclusion Criteria" has the meaning given to such term in Section 4.6(a).

"Environmental Law" shall mean any Law relating to or otherwise imposing Liability or standards of conduct concerning pollution or protection of the environment, including without limitation Laws relating to Releases or threatened Releases of Hazardous Materials or other chemicals or industrial pollutants, substances, materials or wastes into the environment (including, without limitation, ambient air, surface water, ground water, mining or reclamation or mined land, land surface or subsurface strata), Environmental Conditions, or otherwise relating to the manufacture, processing, generation, distribution, use, treatment, storage, disposal, cleanup, transport or handling of Hazardous Materials and other pollutants, contaminants or chemicals. Environmental Laws shall include without limitation the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 6901 et seq.) ("CERCLA"), the Hazardous Material Transportation Act (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.), the National Historic Preservation Act (16 U.S.C. Section 470 et seq.), the Federal Insecticide Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.), and the Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. Section 1201 et seq.), and any analogous Laws, and the rules and regulations promulgated thereunder all as from time to time in effect, and any reference to any statutory or regulatory provision shall be deemed to be a reference to any successor statutory or regulatory provision.

"Environmental Permit" shall mean any Governmental Authorization required by or pursuant to any Environmental Law.

"Environmental Report" shall mean a Phase I environmental site assessment report.

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

"Excluded Sites" means any Site excluded from this Agreement pursuant to the

terms of this Agreement.

"Exhibits" means the exhibits listed in Article II(b).

"Existing Sites" means the Sites that are listed in Exhibit A-1 attached hereto and, in the event that and to the extent that the applicable ALLTEL Entity executes a Joinder to Agreement, Exhibit A-2 attached hereto, each as may be amended from time to time in accordance with Section 5.13 (including, without limitation, the subsequent addition of In Progress Sites and Zoned Sites). ALLTEL has used its good faith efforts to list all Sites appropriately between Exhibits A-1 and A-2. Notwithstanding the exercise of such efforts, in the event the Parties discover that any Site(s) has been incorrectly listed in Exhibit A-1 (because it is not owned by one of the ALLTEL Entities that is a signatory to this Agreement on the Effective Date) or in Exhibit A-2 (because it is owned by one of the ALLTEL Entities that is a signatory to this Agreement on the Effective Date), such Site(s) shall be removed from Exhibit A-1 or Exhibit A-2, as the case may be, and added to Exhibit A-1 or Exhibit A-2, as the case may be, upon written notice to ATC by ALLTEL no less than thirty (30) days prior to the applicable Closing Date of such Site(s).

"Existing Tenant Leases" means, collectively, the lease, license or subleases agreements between ALLTEL and any third party for the use of any Included Site that was executed on or before the Effective Date or the applicable Closing Date.

"FAA" means the Federal Aviation Administration or any successor Governmental Authority.

"FCC" means the Federal Communications Commission or any successor Governmental Authority.

"FCC Authorizations" has the meaning given to such term in the Sublease.

"Final Closing" has the meaning given to such term in Section 4.1(b).

"Forum" means any federal, state, territorial, county, local, municipal, foreign or other court, governmental agency, administrative body or agency, tribunal, authority, private alternative dispute resolution system, or arbitration panel.

"GAAP" means generally accepted accounting principles, consistently applied.

"Governmental Authority(ies)" means any federal, state, territorial, county, municipal, local, or other government or governmental agency, authority or body or any other type of regulatory agency, authority or body, whether domestic or foreign, whether administrative, executive, judicial or legislative, including without limitation the FCC and the FAA.

"Governmental Authorizations" shall mean all approvals, concessions, consents, franchises, licenses, permits, plans, certificates of occupancy, registrations and other



authorizations, including, without limitations, Site Permits, of all Governmental Authorities, in connection with the ownership, or operation of Sites.

"Governmental Filings" shall mean all filings, including franchise and similar Tax filings, and the payment of all fees, assessments, interest and penalties associated with such filings, with all Governmental Authorities.

"Ground Lease" means the ground lease, easement, right of way, or other right of use agreement, pursuant to which ALLTEL holds a leasehold interest, leasehold estate or other real property interest or other right of use agreement for any Site (other than Excluded Sites), including, without limitation, associated access easements and rights of way.

"Ground Lessor" means the "grantor" or "lessor" or "landlord" or "licensor" under a Ground Lease.

"Ground Rent" has the meaning given to such term in the Sublease.

"Hart-Scott-Rodino Act" means the Hart Scott Rodino Antitrust Improvement Act of 1976, as amended.

"Hazardous Materials" means and includes any substance, material, waste, constituent, compound, chemical, natural or man-made element or force (in whatever state of matter): (a) the presence of which requires investigation or remediation under any Environmental Law; or (b) that is defined as a "hazardous waste" or "hazardous substance" or "hazardous material" under any Environmental Law; or (c) that is toxic, explosive, corrosive, etiologic, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is regulated by any applicable Governmental Authority or subject to any Environmental Law; or (d) the presence of which on the real property owned or leased by such Person poses or threatens to pose a hazard to the health or safety of persons on or about any such real property; or (e) that contains gasoline, diesel fuel or other petroleum hydrocarbons, or any by-products or fractions thereof, natural gas, polychlorinated biphenyls ("PCBs") and PCB-containing equipment, radon or other radioactive elements, ionizing radiation, electromagnetic field radiation and other non-ionizing radiation, sonic forces, lead, asbestos or asbestos-containing materials, or urea formaldehyde foam insulation.

"Immediate Family" shall mean, with respect to any individual, his or her spouses, past or present, children, parents and siblings, and any of the spouses of the foregoing, past or present, in all cases whether related by blood, by adoption or by marriage.

"Included Sites" means any Site that becomes subject to the Sublease or any In Progress Sites that becomes subject to the MLA, in accordance with the terms and conditions of this Agreement.

"Indemnity Period" means has the meaning given to such term in Section 11.1.

"Initial Closing" has the meaning given to such term in Section 4.1(b).

"Initial Closing Date" has the meaning given to such term in Section 4.1(b).

"In Progress Sites" means any Site (other than any Site subject to a build-to-suit or other similar Contract between ALLTEL and a third party as of the Effective Date) which (a) was not listed on Exhibit A-1, Exhibit A-2, Exhibit L, Exhibit N-1, or Exhibit N-2 attached hereto, (b) is completed or in progress by or on behalf of any of the ALLTEL Companies after the Effective Date and before the Termination Date, and (c) in accordance with Section 5.13, is acquired by ATC and subleased to ALLTEL pursuant to the MLA in consideration for the Purchase Price. In Progress Sites are listed in Exhibit O-1 attached hereto and, in the event that and to the extent that the applicable ALLTEL Entity executes a Joinder to Agreement, Exhibit O-2 attached hereto.

"Intellectual Property" means all of ALLTEL's and its Affiliates' rights in and to, (a) copyrights, patents, trademarks, trade names, service marks, URLs and applications for the foregoing, and software, firmware, trade secrets, proprietary technologies, know-how, inventions, processes and formulas (secret or otherwise, whether patentable or unpatentable and whether or not reduced to practice), (b) all applications, registrations, renewals in connection with the foregoing, and all improvements and goodwill associated therewith; and (c) all copies and tangible embodiments thereof (in whatever form or medium) provided, however, that notwithstanding the foregoing, Intellectual Property shall not include, and the Sublease Interests or Acquired Interests (as applicable) shall include, the Required Co-Location Documents, the Tower File Data and the Required Oasis Information, it being understood that both ALLTEL and ATC shall have the right to have copies of and to use the Required Co-Location Documents, the Tower File Data and the Required Oasis Information.

"Joinder to Agreement" means a Joinder to Agreement in the form attached hereto as Exhibit C pursuant to which certain ALLTEL Entities may join in the execution and delivery of this Agreement.

"Lighting & Monitoring Equipment" has the meaning given to such term in the Sublease.

"known," "to the best knowledge of," "to the knowledge of," or words of similar import means, as to each Party hereto, the actual knowledge of (or words of similar import) any director or executive officer of ATC or ALLTEL, respectively, as of the Effective Date, as such knowledge exists as of the Effective Date, (or, in the case of the ALLTEL Disclosure Schedule, as of the date of such addition), after reasonable review and reasonable inquiry of appropriate employees.

"Laws" means (a) all administrative, judicial, legislative or other actions, codes consent decrees, constitutions, decrees, directives, enactments, laws, injunctions,

judgments, orders, ordinances, promulgations, regulations, requirements, rules, settlement agreements, statutes, or writs of any Governmental Authority, domestic or foreign; (b) the common law, or other legal precedent; or (c) all arbitrator's, mediator's or referee's final, binding and non-appealable awards, decisions, findings or recommendations.

"Leased Site" shall have the meaning given such term in the Sublease.

"Liability" means any liability or obligation whether asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated and whether due or to become due.

"Lien" shall mean any of the following: mortgage; lien (statutory or other including, without limitation, any Tax lien); or other security agreement, arrangement or interest; hypothecation, pledge or other deposit arrangement; assignment; charge; levy; executory seizure; attachment; garnishment; encumbrance (including any easement, exception, reservation or limitation, right of way, and the like); conditional sale, title retention or other similar agreement, arrangement, device or restriction; preemptive or similar right; any financing lease involving substantially the same economic effect as any of the foregoing; the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction; restriction on sale, transfer, assignment, disposition or other alienation; or any option, equity, claim or right of or obligation to, any other Person, of whatever kind and character.

"Loss and Expense" shall have the meaning given to it in Section 11.2(a).

"Material Adverse Effect" means, respectively, an ALLTEL Material Adverse Effect or an ATC Material Adverse Effect.

"Material Agreement" shall mean, (a) with respect to ALLTEL any Ground Lease, Swap Agreement or Existing Tenant Lease, and (b) with respect to each Party, but in the case of ALLTEL only with respect to an Included Site, any material Contractual Obligation that (i) was not entered into in the ordinary course of business, (ii) was entered into in the ordinary course of business which (A) involved the purchase, sale or lease of goods or materials, or purchase or sale of services, aggregating more than \$50,000.00 per Contract for which such Party has continuing obligations thereunder, except for warranty obligations pursuant to standard warranties, or (B) is not terminable on one-hundred eighty (180) days or less notice without penalty or other payment, (iii) is or otherwise constitutes a written agency, broker, dealer, license, distributorship, sales representative or similar written agreement, (iv) is with any Governmental Authority (other than individual Site or tenant lease agreements), or (v) whose termination or non-performance would reasonably likely have an ALLTEL Material Adverse Effect or an ATC Material Adverse Effect, as the case may be.

"Microwave Equipment" has the meaning given to such term in the Sublease.

"Microwave Reserved Space" has the meaning given to such term in the

Sublease.

"Microwave Site(s)" has the meaning given to such term in Section 4.6(e).

"MLA" has the meaning given to such term in the third Whereas clause.

"Orders" means all applicable orders, writs, judgments, decrees, rulings, consent agreements, and awards of or by any Forum or entered by consent of the party to be bound.

"Organic Document" shall mean, with respect to a Person which is a corporation, its charter, its by-laws and all shareholder agreements, voting trusts and similar arrangements applicable to any of its capital stock; with respect to a Person which is a partnership, its agreement and certificate of partnership (if any), any agreements among partners, and any management and similar agreements between the partnership and any general partners (or any Affiliate thereof); and with respect to any other Person, its organizational filings with any Governmental Authority and all agreements among it and/or one or more of its owners or beneficiaries, relating to the Person's governance, operations, and/or Distributions.

"Owned Site" shall have the meaning given to such term in the Sublease.

"Party" means each of the ALLTEL Companies, ATC and ATC Parent, as appropriate.

"Parties" means the ALLTEL Companies, ATC and ATC Parent together.

"Permitted Liens" means: (a) Liens for current Taxes not yet due and payable, (b) worker's, carrier's and materialman's Liens incurred in the ordinary course of business related to obligations not yet due and payable, (c) Existing Tenant Leases, and (d) such imperfections of title, easements, rights of way, encumbrances or other Liens, if any, which are not, individually or in the aggregate, substantial in character, amount or extent and do not materially detract from the value, or materially interfere with the present use, of the property subject thereto or affected thereby, or otherwise materially impair the Permitted Use thereof, provided, however, that in no event shall Permitted Liens include any Liens affecting any of the Towers or Sites (other than the Reserved Space, Microwave Reserved Space, Additional ALLTEL Space, Microwave Equipment, Additional ALLTEL Equipment and the ALLTEL Equipment), Sublease Interest, or Acquired Interest securing any indebtedness for money borrowed or capitalized lease obligations of any of the ALLTEL Companies (or any of their Affiliates) or otherwise for the benefit of any creditor of any ALLTEL Company (or any of their Affiliates).

"Permitted Use" has the meaning given to such term in the Sublease.

"Person" means an individual, partnership, joint venture, limited liability company, association, corporation, trust or any other legal entity.

"Private Authorizations" shall mean all approvals, concessions, consents, franchises, licenses, permits, and other authorizations of all Persons (other than Governmental Authorities) including without limitation Required Consents.

"Purchase Price" means, at any given Closing, ATC shall pay to ALLTEL for each In Progress Site deemed to be an Included Site, in accordance with the terms and conditions of Section 5.13(b) and (c), for such Closing, an aggregate amount of cash equal to ALLTEL's out-of-pocket costs and expenses (as set forth in a reasonably detailed description thereof furnished to ATC not less than twenty (20) days following substantial completion of such In Progress Site) as of the applicable Closing Date associated with or directly related to the identification, acquisition, development and construction of such In Progress Site.

"Purchase Option Consideration" shall have the meaning given to such term in the Sublease.

"Purchase Option Floor" has the meaning given to such term in the Sublease.

"Purchase Option Price" has the meaning given to such term in the Sublease.

"Release" shall have the meaning given to such term, or any term of similar import, in the Environmental Laws, including, without limitation, Section 101(14) of CERCLA.

"Rent" has the meaning given to such term in the Sublease.

"Required Co-Location Documents" means a complete set of complete copies of all of the following for each Site (other than Excluded Sites) that are prepared by, for, on behalf of, or otherwise in the possession of ALLTEL (including any prepared after the date hereof in order to satisfy ALLTEL's obligation to obtain complete copies): (a) fully executed Ground Lease, together with any amendments or modifications and any oral promises made (if any) or, if applicable, a deed, (b) chain of all applicable assignments of Ground Leases, (c) Environmental Report that affects the Site; (d) a real property boundary survey (including, without limitation, all access and utility easements); provided, however, that notwithstanding anything to the contrary in this Agreement, such boundary survey (if not in ALLTEL's possession) may be delivered by ALLTEL no more than forty-five (45) days after the applicable Closing or may be performed by ATC at ALLTEL's sole but reasonable cost and expense, (e) either a 1A or 2C Site Survey (or both if in ALLTEL's possession), (f) all easements and the chain of applicable assignments of such easements, (g) NEPA checklist, (h) title reports, commitments or policies of ALLTEL's leasehold or fee simple interest in the Site, (i) Site plans, Tower drawings, and foundation plans, (j) all Existing Tenant Leases that were executed on or before the Effective Date, and (k) final zoning approval/determination, conditional use permits, or a letter (signed by ALLTEL) stating that no zoning was required and the basis thereof.

"Required Consent" has the meaning given to such term in Section 3.3(a).

"Required Oasis Information" means the completion of all information in the tower site data form attached hereto as Exhibit I.

"Reserved Space" has the meaning given to such term in the Sublease.

"Restricted Items" has the meaning given to such term in Section 3.3(a).

"Site(s)" means all wireless communication sites with a Tower located thereon that is owned or leased by ALLTEL and is now or hereafter subject to the Transaction Documents (other than any Tower site which is owned by a third party where ALLTEL merely collocates on such site). Sites shall include Additional Sites, Existing Sites, Included Sites, In Progress Sites, Zoned Sites and Excluded Sites, as applicable.

"Site Exclusion Criteria" has the meaning given to such term in Section 4.6(a).

"Site Designation Supplement" has the meaning given to such term in the Sublease.

"Site Improvements" means, as to each Included Site, (i) Towers, (ii) grounding rings (other than those for the ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment); (iii) fencing; (iv) signage; (v) connections for utility service; (vi) hardware constituting tower platforms; (vii) access road improvements; (viii) common shelters, if any; and (ix) such other equipment, alterations, replacements, modifications, additions, and improvements as may be installed on or made to all or any component of an Included Site. Notwithstanding anything to the contrary, Site Improvements do not include the ALLTEL Equipment, Microwave Equipment, Additional ALLTEL Equipment or personal property owned by third party tenants.

"Site Maintenance Agreements" means a Contract associated with the operations or maintenance of any Included Site (or any portion thereof) that ALLTEL is a party to so long as such Contract is not associated with the operations or maintenance of the Reserved Space, Microwave Reserved Space, Additional ALLTEL Space, Microwave Equipment, Additional ALLTEL Equipment or the ALLTEL Equipment.

"Site Management Agreement" has the meaning given to such term in the third Whereas clause.

"Site Permits" means any and all Governmental Authorizations other than those associated directly and solely with the ownership or operation of any of the ALLTEL Equipment, Microwave Equipment, Additional ALLTEL Equipment or FCC Authorizations.

"Structural Reports" means a report related to the structure of the Tower and its structural capacity or other improvements on a Site (other than Excluded Sites).

"Sublease" has the meaning given to such term in the third Whereas clause.

"Sublease Interests" has the meaning given to such term in Section 3.1(a).

"Subleased Property" has the meaning given to such term in the Sublease.

"Substantial Portion of Site" means, as to a Site, so much of such Site (including the Land, Tower and Site Improvements thereof, or any portion thereof) as, when subject to a Taking or damage as a result of a casualty, leaves the untaken or undamaged portion unsuitable for the continued feasible and economic operation of such Site for the Permitted Use.

"Swap Agreements" means any Contractual Obligation between any of the ALLTEL Companies and any other provider of wireless communications services, local public safety organization, Governmental Authority (including without limitation post offices and law enforcement organizations), or operator of remote monitoring systems for commercial purposes, whereby any of the ALLTEL Companies (or any of their Affiliates) receives a favorable lease rate or right to co-locate on a site owned or operated by such third party for each (or some exchange rate for each) Site upon which such third party co-located(s) upon or vice versa.

"Taking" means, as to any Site, any condemnation or exercise of the power of eminent domain by any Governmental Authority vested with such power, or any taking in any other manner for public use, including a private purchase, in lieu of condemnation, by a public authority vested with the power of eminent domain.

"Tax (and "Taxable", which shall mean subject to Tax), shall mean, with respect to any Person, (a) all taxes (domestic or foreign), including without limitation any income (net, gross or other including recapture of any Tax items such as investment Tax credits), alternative or add-on minimum Tax, gross income, gross receipts, gains, sales, use, leasing, lease, user, ad valorem, transfer, recording, franchise, profits, property (real or personal, tangible or intangible), fuel, license, withholding on amounts paid to or by such Person, payroll, employment, unemployment, social security, excise, severance, stamp, occupation, premium, environmental or windfall profit Tax, custom, duty or other Tax, or other like assessment or charge of any kind whatsoever, together with any interest, levies, assessments, charges, penalties, additions to Tax or additional amount imposed by any Taxing Authority, (b) any joint or several liability of such Person with any other Person for the payment of any amounts of the type described in (a), and (c) any liability of such Person for the payment of any amounts of the type described in (a) as a result of any express or implied obligation to indemnify any other Person.

"Tax Return" or "Returns" shall mean all returns, reports, summaries or information, consolidated or otherwise (including without limitation information returns), required to be filed with any Governmental Authority with respect to Taxes.

"Taxing Authority" shall mean any Governmental Authority responsible for the

imposition, assessment or collection of any Tax.

"Termination Date" has the meaning given to such term in Section 12.1.

"Termination Fee" has the meaning given to such term in Section 12.1.

"Tower" means a wireless communication tower structure with an engineered foundation.

"Tower File Data" means (a) the Required Co-Location Documents, and (b) complete copies of all of the following, but only to the extent existing as of the Effective Date or prepared thereafter in the ordinary course of business applicable to a particular Site (other than Excluded Sites) and in the possession of any of the ALLTEL Companies or any third party retained by any of the ALLTEL Companies to store such information on their behalf as of the applicable Site Commencement Date: (i) FAA determination, (ii) State or Local Tall Structure Permits, (iii) FCC antenna registration, (iv) Geotech Soils Report, (v) "Haz Mat" certificates, (vi) copy of any recorded memorandum of Ground Lease, if any, (vii) copies of releases of (X) all material third party judgment Liens/Tax Liens Clearances and all judgment Liens/Tax Liens, and (Y) deed restrictions, covenants, and zoning violations that affect the ability to utilize the property as co-locatable tower facility during the term of the Ground Lease, (viii) copy of local zoning ordinance(s), approved zoning drawings or letter stating that no zoning is required (if applicable), (ix) copy of zoning application, (x) application for building (or similar) permit, (xi) copy of certificate of occupancy, (xii) approved construction drawings from the applicable local jurisdiction, (xiii) building permit and other local and State permits required for construction of the access, Site and Tower, (xiv) approved zoning drawings, (xv) site plan, as built, and other site drawings, and (xvi) concurrence letter from the state historic preservation office.

"Transactions" shall mean the transactions contemplated by this Agreement, including without limitation the execution, delivery and performance of the Transaction Documents.

"Transaction Documents" means collectively this Agreement, the Sublease, the Build-to-Suit Agreement, the Site Management Agreement, the MLA and each of the other documents and agreements listed in Articles IV and X.

"Zoned Site(s)" means any Site listed in Exhibit N-1 attached hereto, and, in the event that and to the extent that the applicable ALLTEL Entity executes a Joinder to Agreement, the applicable Sites listed in Exhibit N-2 attached hereto.

#### SECTION 1.2. Other Capitalized Terms.

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(a) Any other capitalized terms used in this Agreement shall have the respective meanings given to them elsewhere in this Agreement.



## ARTICLE II

## AGREEMENT DOCUMENTS

This Agreement shall consist of the following documents, as amended from time to time as provided herein:

(a) this Agreement document;

(b) the following Exhibits:

- Exhibit A-1 - List of Existing Sites
- Exhibit A-2 - List of Potential Existing Sites
- Exhibit B - List of ALLTEL Entities
- Exhibit C - Form of Joinder to Agreement
- Exhibit D - Form of Sublease
- Exhibit E - Form of Assignment of Ground Leases
- Exhibit F - Form of Assignment of Existing Tenant Leases
- Exhibit G - Opinion Letter from ALLTEL's Counsel
- Exhibit H - Opinion Letter from ATC's Counsel
- Exhibit I - Form of Required Oasis Information
- Exhibit J - Form of Assumption of Contractual Obligations
- Exhibit K - Notice of Modification or Addition to ALLTEL Equipment
- Exhibit L - Excluded Sites
- Exhibit M - [Reserved]
- Exhibit N-1 -- Sites to be Completed by ALLTEL (Zoned Sites)
- Exhibit N-2 -- Potential Sites to be Completed by ALLTEL (Zoned Sites)
- Exhibit O-1 -List of In Progress Sites
- Exhibit O-2 -- List of Potential In Progress Sites

(c) the ALLTEL Disclosure Schedules attached hereto or to be attached hereto in accordance with Section 4.6(b).

If any of the foregoing is inconsistent, this Agreement shall prevail over Exhibits and the ALLTEL Disclosure Schedules.

## ARTICLE III

## CONVEYANCE AND CONSIDERATION

## SECTION 3.1. Conveyance.

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(a) Subject to the terms and conditions of this Agreement, ALLTEL agrees to grant, convey and deliver to ATC, and ATC agrees to take and accept from ALLTEL, at the Closings, (i) a leasehold, subleasehold interest, or other interest consistent with the terms of the Sublease in

and to the Subleased Property, as more particularly described in the Site Designation Supplement and an assignment and assumption of the Existing Tenant Leases for each of the Included Sites in the form attached hereto as Exhibit F (collectively, the "Sublease Interests"), and (ii) a bill of sale and/or assignment and assumption, as applicable, for all Site Improvements, Ground Leases or other real property interest and Site Permits, with respect to certain of the In-Progress Sites in accordance with Section 5.13 ("Acquired Interests"). Each grant, transfer and/or assignment of interest shall be pursuant to the instruments contemplated by this Agreement and free and clear of all Liens except for Permitted Liens.

(b) Notwithstanding anything to the contrary contained in Section 3.1(a), the Sublease Interests and Acquired Interests shall not include any of ALLTEL's right, title or interest in or to the following: (i) the ALLTEL Equipment, Microwave Equipment, and Additional ALLTEL Equipment; (ii) any equipment or transmissions systems used for the remote monitoring of the Sites (other than the Lighting and Monitoring Equipment); (iii) any and all rights that accrue or will accrue to ALLTEL under the Transaction Documents, including, without limitation, the Rent payments due to ALLTEL under the Sublease; (iv) any and all rights retained by and/or granted to ALLTEL pursuant to the Transaction Documents; (v) any Governmental Authorizations relating to the ALLTEL Equipment, Microwave Equipment, Additional ALLTEL Equipment or the provision of wireless telecommunication services, including, without limitation, the FCC Authorizations, (vi) any Intellectual Property, (vii) the Excluded Sites, (viii) any receivables under any Existing Tenant Leases accrued with respect to periods ending on or before the applicable Closing Date; and (ix) all Claims with respect to periods ending on or prior to the applicable Closing Date.

#### SECTION 3.2. Consideration.

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Subject to the adjustments set forth in this Section 4.7, the aggregate consideration payable by ATC to ALLTEL for entering into the Transaction Documents shall be (a) the Rent provided for in Section 11 of the Sublease and the Purchase Option Consideration, if applicable, and (b) the Purchase Price with respect to the In Progress Sites.

#### SECTION 3.3. Consents and Approvals.

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(a) Nothing in this Agreement shall be construed as an attempt by ALLTEL to lease or sublease to ATC pursuant to the Sublease, or otherwise make subject to the Sublease, or to transfer pursuant to any Material Contract, Governmental Authorizations, or Private Authorization relating to Ground Leases or Existing Tenant Leases included in the Sublease Interests or Acquired Interests which is unable by its terms or by Law to be so leased, subleased, transferred or made subject without the consent of any other Person (including any Governmental Authority), ("Required Consent"), unless such Required Consent shall have been given. Notwithstanding anything to the contrary, Required Consent shall include, without limitation, (i) a consent, approval or new permit from the Ground Lessor under a Ground Lease necessary for (x) an assignment of the Ground Lease to ATC in the case of Acquired Interests in accordance with the terms and conditions of this Agreement, and (y) a sublease and an assignment (contingent on exercise of the purchase option provided for in the Sublease) of the Ground Lease to ATC in the case of Sublease Interests in accordance with the terms and conditions of this

Agreement and the Sublease, (ii) a consent or approval under any Ground Lease or Existing Tenant Lease necessary for ATC to further sublease Available Space (as defined in the Sublease) in accordance with the terms and conditions of the Sublease, or (iii) a consent under any Ground Lease necessary to remove any limit or restriction on the right to install or permit the installation or modification of tenant equipment, towers (including height and number), and buildings at the applicable Site.

(b) ALLTEL shall use commercially reasonable efforts to obtain the relevant written Required Consent without making any concessions to a Ground Lessor that would result in any increase in the Ground Rent, creation or increase in any form of revenue sharing arrangements, or any other term or condition that would be reasonably deemed less favorable to ATC as compared to the terms and conditions under the applicable Ground Lease as of the Effective Date. Such efforts may include, without limitation, contacts with the Ground Lessor of each Site by letter, telephone and in person. ATC agrees to cooperate with ALLTEL in its efforts to obtain any Required Consent; provided however, that in no event shall ATC be obligated to incur any out-of-pocket expense or additional obligation with respect to such cooperation. If ALLTEL is unable, at anytime prior to the Final Closing, to obtain any Required Consent by the applicable Closing, ALLTEL shall continue using commercially reasonable efforts to obtain such Required Consent; provided, that if the Parties subsequently obtain such Required Consent as to any Site, the Closing for such Site shall take place at the Closing next succeeding the date on which such Required Consent is obtained until the Final Closing has occurred; provided further, that to the extent that ALLTEL has not obtained any such Required Consent on or before the expiration of six (6) months following the Effective Date, ATC reserves the right, at its sole expense and in its sole discretion, to attempt to directly obtain any such Required Consent for a Site.

(c) If any such Required Consent is obtained prior to the Final Closing, the related Site shall be subjected to the Sublease or MLA, as applicable, at the next practicable subsequent Closing. Pending the obtainment of the Required Consent, such Required Consent and the related Site shall not be deemed an Included Site unless the Parties otherwise agree in writing to include such Site in any Closing. Any Site subject to a Required Consent (other than with respect to any Included Site subject to a prior Closing) that has not been obtained by the Final Closing, shall be deemed an Excluded Site unless the Parties otherwise agree in writing to include such Site in the Final Closing.

#### ARTICLE IV

##### CLOSINGS

##### SECTION 4.1. Closings.

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(a) Subject to prior termination of this Agreement by ALLTEL or ATC pursuant to Article XII, the consummation of the transfer and conveyance of the Sublease Interests, Acquired Interests and other Transactions shall occur in multiple closings (individually, a "Closing", and collectively, the "Closings"), and each such Closing shall take place in Little Rock, Arkansas and at such times mutually agreed to by the Parties and on such dates (each, the "Closing Date") as set forth in this Article IV.

(b) Notwithstanding anything to the contrary contained herein, the parties acknowledge and agree that each Closing shall be subject to the provisions of Article X and shall take place after all the conditions set forth in Article X have been satisfied or waived. The parties agree to use commercially reasonable efforts to cause the initial Closing (the "Initial Closing") to take place on April 2, 2001 (the "Initial Closing Date"), and thereafter each Closing shall take place on the first day of the calendar month upon no less than fifteen (15) days prior written notice from ALLTEL, which notice shall identify those Sites selected by ALLTEL, consistent generally with the agreement of the Parties contemplated by the last sentence of this Section 4.1(b) and that are ready to close in accordance with the provisions of this Agreement, including, without limitation, the right of ATC to exclude Sites from a Closing pursuant to Sections 4.5, 4.6 and 5.13 and the Closing of any Site shall not occur prior to the applicable ATC Delivery Date for such Site (unless expressly waived by ATC in writing on a Site-by-Site basis or in the event that ATC has delivered an unchallenged Site Designation Supplement to ALLTEL with respect to such Site); provided, however, that in no event shall the final Closing (the "Final Closing") occur later than the Termination Date. ALLTEL and ATC shall, within twenty (20) days of the Effective Date, use reasonable efforts to agree generally as to which particular geographic areas of Sites are to be included in which Closings.

(c) The parties hereto shall use reasonable good faith efforts to include at least two hundred fifty (250) Included Sites in the Initial Closing and each subsequent Closing shall include at least two hundred fifty (250) Included Sites, including, without limitation, any Sites deferred pursuant to Section 4.6 from the previous Closings; provided, however, that no minimum number of Included Sites shall be applicable to the Final Closing.

#### SECTION 4.2. Transactions and Documents at the Closings.

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##### (a) At each Closing:

(i) ATC shall pay to ALLTEL by wire transfer of immediately available funds to an account in the United States designated in writing by ALLTEL the Rent in respect of all of the Subleased Property of each Included Site being leased or subleased at such Closing and the Purchase Price in respect of all of the Acquired Interests being acquired at such Closing;

(ii) ATC shall execute and deliver to ALLTEL (A) Site Designation Supplements with respect to Sublease Interests of the Included Sites being leased or subleased at such Closing, (B) an assignment and assumption agreement relating to the assignment of the Existing Tenant Leases affecting the Included Sites and Ground Leases with respect to In Progress Sites subject to such Closing in the forms attached hereto as Exhibits E and F; (C) a site schedule under the MLA for each In Progress Site acquired at such Closing, (D) an assumption agreement relating to the assumption of the Contractual Obligations associated with the operations or maintenance of the Included Sites subject to such Closing in the form attached hereto as Exhibit J, and (E) such other documents, certificates and other papers as set forth in Section 10.3 or may be reasonably necessary to effectuate the consummation of the Transactions.

(iii) ALLTEL shall execute and deliver to ATC (A) all Required Consents in respect of the Included Sites at such Closing; (B) an assignment and assumption agreement relating to the assignment of the Existing Tenant Leases affecting the Included Sites and Ground Leases with respect to In Progress Sites subject to such Closing in the forms attached hereto as Exhibits E and F; (C) a site schedule under the MLA for each In Progress Site acquired at such Closing, and (D) Site Designation Supplements with respect to the Sublease Interests of Included Sites being leased or subleased at such Closing; (E) a receipt for the Rent and Purchase Price delivered to it at such Closing, (F) an assumption agreement relating to the assumption of the Contractual Obligations associated with the operations or maintenance of the Included Sites subject to such Closing in the form attached hereto as Exhibit J; and (G) such other documents, certificates and other papers as set forth in Section 10.2 or may be reasonably necessary to effectuate the consummation of the Transactions.

(b) In addition to and not in limitation of Section 4.2(a), at the Initial Closing, ATC and ALLTEL shall execute and deliver the Sublease and the opinion letters in the form attached hereto as Exhibits G and H, respectively.

#### SECTION 4.3. Costs of Closing.

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ALLTEL and ATC shall equally share and be responsible for and pay any and all transfer and recording taxes and routine closing costs and expenses, including, without limitation, any transfer Tax payable on the Sublease Interests or Acquired Interests or the Purchase Option Consideration; provided, however, that ALLTEL shall be responsible for and pay all recording costs relating to any title clearance matters existing on or before to the applicable Closing Date. Notwithstanding anything to the contrary contained herein, (i) any fees, costs and expenses incurred by or on behalf of ATC for the services ordered or requested by ATC for which ALLTEL is not liable under the Transaction Documents shall be the responsibility of and shall be paid for by ATC and (ii) any fees, costs and expenses incurred by or on behalf of ALLTEL for services ordered or requested by ALLTEL for which ATC is not liable under the Transaction Documents shall be the responsibility of and shall be paid for by ALLTEL.

#### SECTION 4.4. Further Assurances.

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(a) At each Closing, and from time to time thereafter, ALLTEL shall do all such additional and further acts, and shall execute and deliver all such additional and further instruments, certificates and documents, as ATC may reasonably request to fully vest in and assure to ATC full right, title and interest in and to the Sublease Interests and Acquired Interests to the full extent contemplated by this Agreement and otherwise to effectuate the consummation of the Transactions. Each of the Parties hereto will cooperate with the others and execute and deliver to the other Parties such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other Party as necessary to carry out, evidence and confirm the intended purposes of the Transaction Documents and such obligation shall survive any Closing without limitation.

(b) If after any Closing any Party discovers that the name of the ALLTEL Company as set forth in any Site Designation Supplement is incorrect, the applicable ALLTEL Company shall re-execute such Site Designation Supplement in such a manner as to correct such name, and ALLTEL shall re-record such Site Designation Supplement, unless the Parties agree that such re-recording is not necessary. The foregoing obligation shall survive all Closings.

(c) ALLTEL and ATC shall have the right, at the requesting Party's sole expense, to cause any amendment to the Site Designation Supplement to be recorded.

#### SECTION 4.5. Site Designation Supplements; Required Co-Location Documents

and MLA Schedules.

(a) Following ATC's receipt of the Required Co-Location Documents for a Site (other than In Progress Sites) in accordance with Section 5.16, ATC shall, at its sole expense, collect the data relating to such Site, adequately describe such Site (including, without limitation, the Reserved Space, the Microwave Space, the Additional ALLTEL Space, the ALLTEL Equipment, the Microwave Equipment, and the Additional ALLTEL Equipment) and prepare and deliver to ALLTEL, within sixty (60) days following ATC's receipt of the associated Required Co-Location Documents (provided, however, that in the event that ALLTEL delivers Required Co-Location Documents for more than two hundred fifty (250) Sites or fifty (50) Sites within any given market within any consecutive fourteen (14) day period, ATC shall be entitled to an additional fourteen (14) days for each group (but only such group(s)) of up to fifty (50) additional deliveries (or twenty-five (25) within any given market) of Required Co-Location Documents for the associated additional Sites during any such consecutive fourteen (14) day period) (the applicable delivery date by ATC for a particular Site is hereinafter referred to as the "ATC Delivery Date"), the Site Designation Supplement and exhibits attached thereto for all Site Designation Supplements relating to such Site, all in accordance with the terms thereof; provided, however, that notwithstanding anything to the contrary, the foregoing shall in no way alter ATC or ALLTEL's rights or obligations with respect to Section 8 and Exhibit 4 of the Sublease or the representations and warranties of ALLTEL set forth in Article VI. In no event shall ALLTEL deliver Required Co-Location Documents for less than one hundred (100) Sites in any given delivery to ATC. In the event that ALLTEL notifies ATC of a reasonable discrepancy or inaccuracy in a Site Designation Supplement, together with what ALLTEL believes to be a correct Site Designation Supplement for such Site, ALLTEL and ATC shall cooperate, in good faith, to resolve any such dispute as to the accurate descriptions to be listed therein; provided, however that if ALLTEL fails to notify ATC of its disagreement with the information contained in any Site Designation Supplement within fifteen (15) days of ALLTEL's receipt of such Site Designation Supplement, ALLTEL's approval of such Site Designation Supplement shall be deemed granted by ALLTEL. Subject to terms and conditions to this Section 4.5(a), ALLTEL shall promptly reimburse ATC for all reasonable out-of-pocket costs and expenses associated with investigating, correcting and resolving any such alleged inaccuracy or dispute following receipt of an invoice together with verifiable receipts and documentation; provided, however, if such investigation reveals that ATC provided inaccurate information with respect to the description of the ALLTEL Equipment, Microwave Equipment, and/or Additional ALLTEL Equipment quantity, type and/or location, ALLTEL shall not be responsible for any such out-of-

pocket costs and expenses associated with the applicable Site as long as ALLTEL retained a third party to perform such investigation and such third party is the same retained by ATC to initially perform the associated incorrect work. Notwithstanding the foregoing, in all events, ALLTEL shall reimburse ATC for all reasonable costs and expenses associated with ATC's in-house efforts in investigating, correcting and resolving any such alleged inaccuracy or dispute (including, without limitation, ATC's in-house labor costs and reasonable travel expenses) following receipt of an invoice together with verifiable receipts and documentation. In addition, ALLTEL agrees that it will use its reasonable efforts to provide ATC with copies of its annual tower equipment audits, if any, for each Site no less than ten (10) days prior to ATC's performance of an on-site tower audit in connection with ATC's preparation of a Site Designation Supplement and in the event that ALLTEL fails to provide ATC such copy by such date, ALLTEL agrees that it may not use any such annual tower equipment audit as the basis for a challenge of the accuracy of the associated information contained in the Site Designation Supplement delivered by ATC. In the event that the Parties are unable to resolve the dispute, the Parties shall mutually agree to the appointment of an independent expert with a national firm experienced in these matters, which expert shall resolve the dispute in accordance with common industry practice and both parties hereto agree to be bound by such decision. The costs associated with such independent expert shall be borne equally by the Parties. The Parties agree that neither Party shall be obligated to execute a Site Designation Supplement that is in dispute in accordance with the terms and conditions of this Section 4.5 and any Site affected by such dispute shall be deferred, if necessary, to a subsequent Closing until such dispute is resolved, except as otherwise provided in Section 10.2(d)(ii) and 10.3(d). The commencement date for each Site Designation Supplement with respect to an Included Site shall be the applicable Closing Date.

(b) ALLTEL shall collect the data relating to the In Progress Sites, adequately describe such In Progress Sites (including, without limitation, the ALLTEL Equipment, Additional ALLTEL Equipment and Microwave Equipment that ALLTEL has or intends to install at the In Progress Site) and prepare and deliver to ATC no less than sixty (60) days prior to the applicable Closing Date, the site schedule and associated exhibits pursuant to the MLA relating to such In Progress Sites, all in accordance with the terms thereof. In the event that ATC notifies ALLTEL of a reasonable discrepancy or inaccuracy in such site schedules and ATC provides what it believes to be a correct site schedule for such In Progress Site to ALLTEL, ALLTEL and ATC shall cooperate, in good faith, to resolve any such dispute provided, however that if ATC fails to notify ALLTEL of its disagreement with the information contained in any site schedule within forty-five (45) days of ATC's receipt of such site schedule, ATC's approval of such site schedule shall be deemed granted by ATC. In addition, where any such inaccuracy requires verification, including without limitation verification as to the number of antennas, height of antennas, location of antennas or location of antenna mounting hardware, the Parties shall provide adequate resources and personnel to resolve such dispute as to the alleged inaccuracy as soon as reasonably practical and all reasonable costs and expenses associated thereto shall be at ATC's sole cost and expense; provided, however, if such investigation reveals that ALLTEL provided inaccurate information with respect to the description of the ALLTEL Equipment, Microwave Equipment, and Additional ALLTEL Equipment quantity, type and/or location, ALLTEL shall be responsible for such costs and expenses associated with the applicable Site. In the event that the

Parties are unable to resolve the dispute, the Parties shall mutually agree to the appointment of an independent expert with a national firm experienced in these matters, which expert shall resolve the dispute in accordance with common industry practice and both parties hereto agree to be bound by such decision. The costs associated with such independent expert shall be borne equally by both Parties. The Parties agree that neither Party shall be obligated to execute a site schedule that is in dispute in accordance with the terms and conditions of this Section 4.5(b) and any Site affected by such dispute shall be deferred, if necessary, to a subsequent Closing until such dispute is resolved, except as otherwise provided in Section 10.2(d)(ii) and 10.3(d).

#### SECTION 4.6. Deferral of Closings; Updating of Representations; Excluded

Sites.

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(a) Subject to the provisions of this Agreement, ALLTEL or ATC will have the right to defer the Closing as to any Site (other than any Included Site subject to a prior Closing) to a later Closing by virtue of (i) the failure of such Site to satisfy any condition set forth in Article X applicable to such Party respecting such Site (including, without limitation, the failure to obtain any Required Consent or the documents and information referred to in Section 10.2(d)), (ii) any Sites for which an Environmental Report or an environmental assessment performed pursuant to Section 5.8 raises questions of potential liability that has had or is reasonably likely to have an ALLTEL Material Adverse Effect ("Environmental Exclusion Criteria"), (iii) any Sites for which a Structural Report reasonably indicates the Tower on such Site can not structurally accommodate in accordance with Law, Governmental Authorizations, and sound engineering practices the equipment owned by third parties installed on or before the Effective Date and the ALLTEL Equipment and Microwave Equipment existing on the Effective Date or installed by ALLTEL on or after the Effective Date but prior to the applicable Closing Date and the structural modification of such Tower to accommodate such installations would result in capital expenditures aggregating more than \$25,000.00, (iv) any Sites associated with a Ground Lease with a term (after giving effect to all renewal options of the tenant thereunder) expiring within five (5) years following the Effective Date, (v) Sites associated with a Ground Lease that contains a revenue-sharing mechanism or payment to the Ground Lessor of twenty-five percent (25%) or more of the revenues derived from a third party tenant and (vi) in the case of Sites subject to a Ground Lease, the Ground Lessor and underlying landowner (if not the Ground Lessor), as the case may be, does not have good indefeasible (subject to the terms and conditions of the associated Ground Lease, if applicable) and insurable leasehold interest or fee title, as applicable, free and clear of any Lien that materially impairs the Permitted Use of the applicable Site, (subsections (i) through (vi) above, collectively, the "Site Exclusion Criteria"). Notwithstanding anything to the contrary, ATC must notify ALLTEL in writing not later than the applicable ATC Delivery Date with respect to a Site (that such Site (other than an Included Site subject to a prior Closing) meets the Site Exclusion Criteria (except for Events occurring or arising after such ATC Delivery Date with respect to such Site, in which case ATC shall notify ALLTEL within ten (10) days of actual knowledge of such Event), and provide a reasonable description explaining how such Site meets the applicable Site Exclusion Criteria. For all Sites that ATC fails to notify ALLTEL that such Sites meet the Site Exclusion Criteria by the applicable ATC Delivery Date, such Sites shall be deemed to not meet the Site Exclusion Criteria. For those Sites (other than any Included Sites subject to a prior Closing) that ALLTEL does receive notice from ATC that such Sites meet the Site Exclusion Criteria by the applicable



ATC Delivery Date, and if, by the Final Closing, ALLTEL fails, after the exercise of commercially reasonable efforts, to cause such Site to not meet the applicable Site Exclusion Criteria, such Site shall be deemed an Excluded Site. ALLTEL shall, at its sole cost and expense, use its commercially reasonable efforts to remove, satisfy or otherwise cure the matter(s) that cause any Site to satisfy a Site Exclusion Criteria known to ALLTEL.

(b) No more than sixty (60) days following the Effective Date, ALLTEL shall deliver to ATC the ALLTEL Disclosure Schedule. Any Existing Site in respect of which ALLTEL makes any disclosure that qualifies a representation of ALLTEL in Sections 6.3(a) (other than the listing of Owned Sites), 6.3(b) (other than the listing of Ground Leases), 6.3(c) (other than the listing of Existing Tenant Leases), 6.3(e), 6.4 (with respect only to failures to obtain Private Authorizations), 6.5 (other than the listing of Governmental Authorizations in Section 6.5(a) or Actions under Section 6.5(c) which are subject to a final, nonappealable and binding order of a Governmental Authority or full settlement and release as of the Effective Date), 6.11 and 6.12 (other than the listing of above ground or underground tanks under Section 6.12(e)) (including without limitation any such failure disclosed in the ALLTEL Disclosure Schedule) as to such Site, ATC may, at ATC's option not later than the applicable ATC Delivery Date with respect to a Site (or within twenty (20) days following a subsequent written disclosure to ATC, if disclosed to ATC after the applicable ATC Delivery Date with respect to a Site), elect to defer such Site to a later Closing Date pursuant to Section 4.6(a) or designate it as an Excluded Site. The sole remedy of ATC in respect of any such disclosure as to any Site shall be to cause such Site, at its option, to be an Excluded Site hereunder or to defer the Closing for such Site to a later Closing Date. ATC shall have the right, at its option, by written notice to ALLTEL delivered on or before the applicable ATC Delivery Date with respect to a Site (or within twenty (20) days following a subsequent written disclosure to ATC, if disclosed to ATC after the applicable ATC Delivery Date with respect to a Site), to elect to defer one or more particular Sites to a later Closing Date or designate it as an Excluded Site if the ALLTEL Disclosure Schedule makes any disclosure that qualifies such Sites with respect to one or more of the representations of ALLTEL in Article VI (other than those referred to in the second sentence of this Section 4.6(b)) and that, individually or in the aggregate, has had or is reasonably likely to have an ALLTEL Material Adverse Effect.

(c) The Sites listed in Exhibit L attached hereto are hereby designated by the Parties as Excluded Sites.

(d) In the event that the aggregate number of proposed Included Sites exceeds two thousand one hundred ninety-three (2,193), ATC shall have the right (but not the obligation) to designate all Sites (other than Excluded Sites) in excess of the initial 2,193 Included Sites as Included Sites by providing ALLTEL with written notice hereunder not less than fifteen (15) days prior to the applicable Closing Date of ATC's intention to include such excess Site(s) as an Included Site(s). In the event that ATC does not so notify ALLTEL within the foregoing time period with respect to such excess Site, such Site(s) shall be deemed an Excluded Site(s) for all purposes hereunder.

(e) With respect to the following Sites (other than Excluded Sites):

- (i) In the event that a Site has a Tower located thereon that (x) is greater than or equal to 200 feet above ground level ("AGL"), (y) has more than three (3) microwave antennas installed on such Tower and (z) has less than three thousand dollars (\$3,000) in monthly rent receivables under Existing Tenant Leases with Broadband Carrier tenants associated with such Tower operating Broadband Services from the Site, ALLTEL shall perform or shall caused to be performed, at ALLTEL's sole cost and expense, a structural analysis by engineers reasonably acceptable to ATC to determine whether such Tower can accommodate two (2) additional Broadband Equivalent Tenants (other than ALLTEL and Existing Third Party Tenants).
- (ii) In the event that a Site has a Tower located thereon that (x) is less than 200 feet AGL, (y) has (A) more than one (1) microwave antenna installed on such Tower or (B) an ALLTEL microwave antenna having a diameter in excess of eight (8) feet installed on such Tower and (z) has less than three thousand dollars (\$3,000) in monthly rent receivables under Existing Tenant Leases with Broadband Carrier tenants associated with such Tower operating Broadband Services from the Site, ALLTEL shall perform or shall caused to be performed, at ALLTEL's sole cost and expense, a structural analysis by engineers reasonably acceptable to ATC to determine whether such Tower can accommodate two (2) additional Broadband Equivalent Tenants (other than ALLTEL and Existing Third Party Tenants).
- (iii) In the event that any structural analysis referred to in subsections (i) and (ii) above, reasonably indicates that the applicable Tower is unable to accommodate two (2) additional Broadband Equivalent Tenants (other than ALLTEL and Existing Third Party Tenants), the corresponding Site shall be deemed to be an Excluded Site unless: (x) the Parties mutually agree in writing to include such Site ("Microwave Site") as an Included Site and mutually agree in writing to reduce the Rent, Purchase Option Floor and number of shares of ATC Class A Common Stock associated with the Purchase Option Price to a market rate with respect to such Microwave Site, and such agreement shall be reflected in the applicable Site Designation Supplement, or (y) ALLTEL elects, in its sole discretion and at its sole cost and expense, to modify or reinforce such Tower, if necessary in accordance with the terms and conditions of this Section 4.6(e)(iii)(y), in a manner necessary for the applicable Tower to accommodate the following:
  - (1) two (2) Broadband Equivalent Tenants (other than ALLTEL and Existing Third Party Tenants), in the event that the monthly rent receivable payable under Existing Tenant Leases with Broadband Carriers associated with such Tower operating Broadband Services from the Site, in the aggregate, is less than seven hundred fifty dollars (\$750);
  - (2) one (1) Broadband Equivalent Tenant (other than ALLTEL and Existing Third Party Tenants), in the event that the monthly rent

receivable payable under Existing Tenant Leases with Broadband Carriers associated with such Tower operating Broadband Services from the Site, in the aggregate, is greater than or equal to seven hundred fifty dollars (\$750) but less than two thousand two hundred fifty dollars (\$2,250); and

- (3) no modification or reinforcement of such Tower by ALLTEL shall be required in the event that the monthly rent receivable payable under Existing Tenant Leases with Broadband Carriers associated with such Tower operating Broadband Services from the Site, in the aggregate, is greater than two thousand two hundred fifty dollars (\$2,250).

- (iv) In the event that ALLTEL elects to modify or reinforce a Tower in accordance with Section 4.6(e)(iii)(y), the associated Site shall not be an Included Site unless and until all required modifications or reinforcements are completed.

In the event that ALLTEL elects to modify or reinforce a Tower in accordance with Section 4.6(e)(iv)(y), ALLTEL shall notify ATC in writing of such election, together with a complete set of the Required Co-Location Documents for the associated Site, and ATC may, in its sole discretion, require that ALLTEL modify or reinforce such Tower in excess of that required of ALLTEL hereunder, provided, however, that (x) ATC shall be solely responsible for all reasonable costs and expenses associated with any such excess modification or reinforcement and shall promptly reimburse ALLTEL for such amounts upon receipt of an invoice accompanied by reasonably verifiable documentation, (y) ATC notifies ALLTEL in writing of such election no more than thirty (30) days following ATC's receipt of the later of (i) ALLTEL's notice of election to modify or reinforce a Tower, and (ii) associated Required Co-Location Documents to ATC and (z) such excess modification or reinforcement requested by ATC will not unreasonably delay ALLTEL's efforts to modify or reinforce a Tower in accordance with Section 4.6(e)(y)(iii).

#### SECTION 4.7. Prorations.

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(a) Appropriate prorations shall be made on a daily basis as of the close of business on the applicable Closing Date with respect to the Included Sites at such Closing relating to Existing Tenant Leases and Ground Lease payments, utilities, and all other items of income and expense due or payable under any Ground Lease, Existing Tenant Lease or Site Maintenance Agreement, in each case, of a nature ordinarily prorated as of closing in real estate transactions (and not separately addressed elsewhere in this Agreement) including all items of income and expense that are prepaid or payable in arrears, any unbilled costs and fees and related accounts, notes and other receivables, in each case, of a nature ordinarily prorated as of closing in real estate transactions (and not separately addressed elsewhere in this Agreement) with ALLTEL being entitled to all such income and responsible for all such expenses relating to all periods on or prior to the applicable Closing Date and ATC being entitled to all such income and responsible for all such expenses relating to all periods subsequent to the Closing Date. Such prorations shall be

calculated by ALLTEL and submitted to ATC for approval (which shall not be unreasonably withheld, delayed or conditioned), promptly after each Closing (and, in any event, within forty-five (45) days after the applicable Closing), and shall be settled in cash within thirty (30) days thereafter. To the extent that any relevant bills or other documentation necessary to effect such prorations are not available during such 45-day period, the parties shall make such prorations based on reasonable estimates and shall adjust the relevant prorations as soon as the relevant bills or other documentation becomes available.

(b) If ATC disputes ALLTEL's determination of prorations, ATC shall give ALLTEL written notice of such dispute within such thirty (30) day period after ATC has received the applicable proration notice, which notice of dispute shall specify in reasonable detail the basis for such dispute as well as ATC's determination of prorations. If ATC does not give ALLTEL such notice of dispute within such 30-day period, ALLTEL's calculation of the prorations shall be binding and conclusive on the Parties. If the Parties are unable to resolve such dispute within thirty (30) days after such notice of dispute is given, or such longer period as the Parties may from time to time mutually agree, such dispute shall be resolved by arbitration as hereinafter provided. Either Party may request arbitration by giving written notice thereof to the other party after such 30-day (or longer if mutually agreed upon) period. If, within ten (10) days after such notice of arbitration, the Parties cannot agree on a single impartial qualified arbitrator, such arbitrator shall be selected by the American Arbitration Association in the City of New York. The arbitrator may, but shall not be obligated to, select either ALLTEL's or ATC's determination of prorations. Arbitration proceedings shall be conducted pursuant to the rules, regulations and procedures from time to time in effect as promulgated by the American Arbitration Association. The decision of the arbitrator shall be binding and conclusive, and judgment upon the award or decision of the arbitrator may be entered in the applicable court. The Parties consent to the jurisdiction of such court and further agree that any process or notice of motion or other application to the court or a judge thereof may be served outside of the State of New York by registered mail or by personal service, provided a reasonable time for appearance is allowed. The costs and expenses of each arbitration hereunder and their apportionment between the parties shall be determined by the arbitrator in his award or decision. Within five (5) business days after the final determination of the prorations in accordance with the provisions of this Section 4.7(b), the Party owing money shall pay all such amounts owed by wire transfer of immediately available funds to such account in the United States as the other Party shall designate together with, if applicable, interest from the date any dispute was submitted to arbitration to the date of payment at a rate equal to the "Prime Rate" set forth in the "Money Rates" table of the Wall Street Journal on such date immediately prior to ----- payment plus two percent (2%).

(c) ALLTEL agrees, on behalf of ATC and as an administrative convenience only, to pay the Ground Rent for the payment due on the first day of the month following the applicable Closing Date and (i) such failure by ATC shall not be deemed a default hereunder, and (ii) ALLTEL shall be reimbursed for such initial payment by ATC pursuant to proration adjustments in accordance with this Section 4.7.

## ARTICLE V

## ADDITIONAL AGREEMENTS; COVENANTS

SECTION 5.1. Expenses.  
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(a) Except as otherwise provided herein, all expenses incurred by ATC or ATC Parent in connection with the negotiations among the parties, and the authorization, preparation, execution and performance of the Transaction Documents and the Transactions shall be paid by ATC.

(b) Except as otherwise provided herein, all expenses incurred by any of the ALLTEL Companies in connection with the negotiations among the parties, and the authorization, preparation, execution and performance of the Transaction Documents and the Transactions shall be paid by ALLTEL.

SECTION 5.2. Access to Information; Confidentiality.  
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(a) Each Party shall afford to the other Party and its accountants, counsel, financial advisors and other representatives (the "Representatives") full access during normal business hours throughout the period prior to the Closing Date to all of its (and its Affiliates') properties, books, contracts, insurance policies, studies and reports, environmental studies and reports, commitments and records (including without limitation Tax Returns) relating to the Sites and, during such period, shall promptly upon written request make available for inspection by the requesting Party (i) each report, schedule and other document filed or received by any Party pursuant to the requirements of any applicable Law or filed by it with any Governmental Authority in connection with the Transactions, and (ii) such other information concerning any of the foregoing as ATC or ALLTEL shall reasonably request.

(b) All Confidential Information furnished pursuant to the provisions of this Agreement, including without limitation this Section, will be kept confidential and shall not, without the prior written consent of the Party disclosing such Confidential Information, be disclosed by the other Party in any manner whatsoever, in whole or in part, and, except as required by applicable Law (including without limitation in connection with any registration, proxy or information statement or similar document filed pursuant to any federal or state securities Law) shall not be used for any purposes, other than in connection with the Transactions. Except as otherwise herein provided, each Party agrees to reveal such Confidential Information only to those of its Representatives whom it believes need to know such Confidential Information for the purpose of evaluating and consummating the Transactions. For purposes of this Agreement, "Confidential Information" shall mean any and all information related to the business or businesses of ATC and its Affiliates or ALLTEL and its Affiliates, including any of their respective successors and assigns, other than information that (i) has been or is obtained from a source independent of the disclosing Party that, to the receiving Party's knowledge, is not subject to any confidentiality restriction, (ii) is or becomes generally available to the public other than as a result of unauthorized disclosure by the receiving Party, or (iii) is independently developed by the receiving Party without reliance in any way on information provided by the disclosing Party or a third party independent of the disclosing Party that, to the receiving Party's knowledge, is not

subject to any confidentiality restriction. Notwithstanding the foregoing, nothing in this Section 5.2 or in the Confidentiality Agreement shall be deemed to (i) limit or restrict ATC's right to market the Sites to third parties and to operate, maintain, license or lease any of the Sublease Interests and Acquired Interests (including, without limitation, build-to-suit sites and the disclosure of reasonably necessary information regarding the Sites (other than Excluded Sites), ALLTEL Equipment, Microwave Equipment, Additional ALLTEL Equipment or proposed installation or the frequencies which are operated from the Included Site), (ii) limit or restrict ATC or ALLTEL's right to identify the ALLTEL Equipment, Microwave Equipment, and/or Additional ALLTEL Equipment at any Included Site in Governmental Filings or marketing materials, or (iii) prohibit ATC from providing copies of all Confidential Information with respect to a Site permitted to be disclosed under clause (i) and (ii) above to existing or potential tenants at the applicable Site, or (iii) limit or restrict the disclosure by ATC to any Person of the Required Co-Location Documents, Tower Data Files and/or Required Oasis Information. Without limiting the foregoing, it is understood that any violation of the provisions of this Section 5.2 by a Party's Representatives shall be deemed to be a breach of this Section by such Party.

(c) Notwithstanding the provisions of Section 5.2(b), (i) each Party may disclose such information as it may reasonably determine to be necessary in connection with seeking all Governmental Authorizations or that is required by applicable Law to be disclosed, including without limitation in any registration, proxy or information statement or other document required to be filed under any federal or state securities Law, and (ii) ATC may, with the prior written consent of any of the officers of ALLTEL designated in Section 5.2(c) of the ALLTEL Disclosure Schedule, which consent shall not be unreasonably withheld, delayed or conditioned, disclose the subject matter of this Agreement to Persons with whom an ALLTEL Company has a business or contractual relationship in connection with ATC's due diligence investigation. In the event that this Agreement is terminated in accordance with its terms, each Party shall promptly redeliver all written Confidential Information provided pursuant to this Section or any other provision of this Agreement or otherwise in connection with the Transactions and shall not retain any copies, extracts or other reproductions in whole or in part of such written material, other than one copy thereof which shall be delivered to independent counsel for such Party which shall be bound by the provisions of Section 5.2(b).

(d) No investigation pursuant to this Section or otherwise shall affect any representation or warranty in this Agreement of any Party or any condition to the obligations of the Parties hereto.

(e) Notwithstanding anything to the contrary herein, the Confidentiality Agreement shall remain in full force and effect and shall survive Closing or termination or expiration of this Agreement. In the event of any conflict between the terms of the Confidentiality Agreement and this Section 5.2, this Section 5.2 shall control.

#### SECTION 5.3. Agreement to Cooperate; Certain Other Covenants.

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(a) Each of the Parties hereto shall use reasonable business efforts (x) to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable

under applicable Law to consummate the Transactions, and (y) to refrain from taking, or cause to be refrained from taking, any action and to refrain from doing or causing to be done, anything which could impede or impair the consummation of the Transactions, including, in all cases, without limitation using its reasonable business efforts (i) to prepare and file with the applicable Governmental Authorities as promptly as practicable after the execution of this Agreement all requisite applications and amendments thereto, together with related information, data and exhibits, necessary to request issuance of orders approving the Transactions by all such applicable Governmental Authorities, (ii) to obtain all necessary or appropriate waivers, consents and approvals, (iii) to effect all necessary registrations, filings and submissions (including all filings, if any, required under the Hart-Scott-Rodino Act and all other filings necessary for ATC or any of its Affiliates to own and operate the Sublease Interests or Acquired Interests), (iv) to lift any injunction or other legal bar to the Transactions (and, in such case, to proceed with the Transactions as expeditiously as possible), (v) to obtain the satisfaction of the conditions specified in Article X, and (vi) to advise the other of, in the case of ALLTEL, any changes that would be required in the ALLTEL Disclosure Schedule if the applicable representations and warranties set forth in Article VI did not refer to the date of this Agreement. The provisions of this Section shall apply to all Affiliates of ATC and ALLTEL. Anything in this Agreement, including without limitation this Section 5.3(a), to the contrary notwithstanding, ATC Parent and ATC shall not be required, as a condition to consummation of the Transactions, including satisfaction of the conditions set forth in Section 10.1, to, or to cause any of its Affiliates to, agree to divest, hold separate, or otherwise take or commit to take any action (such as, for example, placing assets in a trust with a trustee that is not controlled by ATC) that materially limits its or any of their freedom of action with respect to, or its or any of their ability to retain, communication sites that ATC Parent or any of its subsidiaries owns, operates, leases or subleases as of the Effective Date, or has the right to own, acquire, lease or sublease, including the Sites to be acquired or leased or subleased pursuant to the terms hereof, if any such Action would require or result in ATC Parent and its subsidiaries divesting, holding separate or taking any other such action that materially limits its or any of their freedom of action with respect to, or its or any of their ability to retain, in the aggregate, a material number of communications sites.

(b) The parties shall cooperate with one another in the preparation of all Tax Returns, questionnaires, applications or other documents regarding any Taxes or transfer, recording, registration or other fees which become payable in connection with the Transactions that are required to be filed on or before the Closing Date.

(c) Simultaneously with the execution of this Agreement or with the execution of a Joinder to Agreement in the form attached hereto as Exhibit C, as applicable, each of the ALLTEL Companies will execute and deliver a counterpart of (or Joinder to) the Build-to Suit Agreement.

(d) ALLTEL shall, if required by ATC Parent in order to comply with the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, reasonably cooperate and use its reasonable best efforts to cause its independent accountants to reasonably cooperate with ATC Parent in order to enable ATC Parent, in each case at ATC Parent's sole cost and expense, to have ATC Parent's independent accountants prepare audited financial statements

(consisting of balance sheets as of December 31, 2000 and 1999 and statements of income and cash flow for the three years ended December 31, 2000) with respect to the Sites and the operation thereof. Without limiting the generality of the foregoing, such cooperation shall include full access, with the right to make copies at ATC Parent's expense, to the books and records of ALLTEL with respect to the Sites and the operation thereof during normal business hours and upon reasonable prior notice. The provisions of this Section shall survive the Final Closing and the consummation of the Transactions.

#### SECTION 5.4. Public Announcements. Until the Final Closing or the

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 termination of this Agreement, each Party shall consult with the other before issuing any press release or otherwise making any public statements with respect to this Agreement or the Transactions and shall not issue any such press release or make any such public statement without the prior written approval of the other. Notwithstanding the foregoing, the Parties acknowledge and agree that they may, without each other's prior consent, issue such press releases or make such public statements as may be required by applicable Law or any stock exchange, in which case the issuing Party shall use all reasonable efforts to consult with the other Party and agree upon the nature, content and form of such press release or public statement.

#### SECTION 5.5. Notification of Certain Matters. Each Party shall give prompt

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 notice to the other of the occurrence or non-occurrence of any Event the occurrence or non-occurrence of which would be reasonably likely to cause (a) any representation or warranty made by it contained in this Agreement to be untrue or inaccurate in any material respect or (b) any failure by it to comply with or satisfy, or be able to comply with or satisfy, in any material respect, any covenant, condition or agreement to be complied with or satisfied by it under this Agreement such that, in any such case, one or more of the conditions of Closing would not be satisfied; provided, however, that the delivery of any notice pursuant to this Section shall not limit or otherwise affect the rights and remedies available hereunder to the Party receiving such notice or the obligations of the party delivering such notice and shall not, in any event, affect the representations, warranties, covenants and agreements of the parties or the conditions to their respective obligations under this Agreement. Such notice shall specifically identify all representatives, warranties, covenants and agreements affected by the occurrence or non-occurrence of any such Event. After the Closing with respect to any Site, ALLTEL shall no longer have an obligation to notify ATC of any of the matters contemplated by this Section 5.5 that related solely to such Site, except as otherwise provided by the Sublease.

#### SECTION 5.6. Other Offers; Non-Solicitation. ALLTEL agrees that it and its

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 Affiliates, officers, directors, employees, agents and representatives (including without limitation any investment bankers, brokers, financial advisors, finders, attorneys or accountants) (i) shall not, directly or indirectly, (A) initiate, solicit, encourage or otherwise facilitate any inquiries or the making of any proposal or offer that constitutes, or may reasonably be expected to lead to, an Alternative Transaction, or (B) engage or participate in any discussions or negotiations or otherwise cooperate or provide assistance (including by way of furnishing non-public information) relating to or in contemplation of an Alternative Transaction, (ii) have terminated any discussions or negotiations with, and the provision of information or data (whether or not of a non-public nature) to, any Person relating to or in contemplation of an Alternative Transaction,



and (iii) have, or within two (2) Business Days of the Effective Date of this Agreement will have, requested each Person that has heretofore executed a confidentiality agreement in connection with its consideration of an Alternative Transaction to return all confidential information heretofore furnished to such Person by or on behalf of ALLTEL or any of its Affiliates and will not waive any "standstill" provision of any such, or any other, agreement. If ALLTEL, any of its Affiliates, any of its or any of their Representatives receives any inquiry with respect to an Alternative Transaction while this Agreement is in effect, such Person shall inform the inquiring party that it is not entitled to enter into discussions or negotiations relating to an Alternative Transaction. Without limiting the foregoing, it is understood that any violation of the restrictions set forth in this Section 5.6 by any director or officer of ALLTEL or any of its Affiliates or any investment banker, broker, financial advisor, finder, attorney, accountant or other agent or representative of ALLTEL or any of its Affiliates, whether or not acting on behalf of ALLTEL or any of its Affiliates, shall be deemed to be a breach of this Section by ALLTEL. Notwithstanding the foregoing, this Section 5.6 shall terminate and be of no further force and effect at any time at which ALLTEL has the right to terminate this Agreement pursuant to Section 12.1(b), (c), (e), or (f) without regard to whether ALLTEL shall have exercised such right of termination.

SECTION 5.7. Preliminary Title Reports. Upon ATC's request, ALLTEL shall

reasonably cooperate with ATC so that ATC may obtain, at ATC's sole cost and expense and in its sole discretion, either (i) a standard preliminary title report dated on or after the Effective Date issued by such title company or companies as ATC shall choose with respect to each of the Sites; or (ii) copies of title policies or marked up commitments to issue title policies.

SECTION 5.8. Environmental Site Assessments. ATC may request that ALLTEL

obtain an Environmental Report or other environmental assessment, with respect to any Site on or before thirty (30) days prior to the contemplated Closing with respect to such Site (other than Excluded Sites), at ATC's sole cost and expense. Site assessments shall be conducted by such consultants and professionals as ALLTEL shall select and in a manner as shall be reasonably acceptable to ATC and shall be arranged at times mutually convenient to the Parties. Each of ALLTEL and ATC shall be entitled to have representatives present at the time such site assessments are conducted and to have copies of all correspondence with the company preparing such Environmental Reports or other environmental assessments. Notwithstanding anything to the contrary, all Environmental Reports or environmental assessments shall be obtained by ALLTEL in the name of, and for the benefit of, both ALLTEL and ATC. Nothing in this Section 5.8 shall limit, restrict or supercede ALLTEL's obligation to provide ATC with an Environmental Report pursuant to the Required Co-Location Documents.

SECTION 5.9. Structural Assessments. As promptly as practicable after the

execution of this Agreement, ATC may at its sole cost and expense (and ALLTEL may at its sole cost and expense) obtain one or more Structural Reports for a Site (other than Excluded Sites), prepared by one or more structural engineers or other experts selected by ATC and reasonably acceptable to ALLTEL. Each of ALLTEL and ATC shall be entitled to have representatives present at the time such engineers or other experts are inspecting the Towers or other improvements.

SECTION 5.10. Risk of Loss and Insurance. Between the Effective Date and

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each Closing Date, the risks and obligations of ownership and loss of the Sublease Interests and Acquired Interests with respect to the Included Sites subject to such Closing and the correlative rights against insurance carriers and third parties shall belong to ALLTEL. In the event of the damage or destruction of all or a substantial portion of any of the Sublease Interests or any of the Acquired Interests prior to any Closing, the affected Sites shall become an Excluded Site unless the Parties agree in writing to the contrary.

SECTION 5.11. Condemnation. In the event of the occurrence of a Taking of

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all or a Substantial Portion of any Site, or a bona fide threat of the commencement of any such proceedings, prior to any Closing any of which, individually or in the aggregate, would materially impair the Permitted Use of the applicable Site or the Tower or other Site Improvements thereon, the affected Sites shall become Excluded Sites unless the Parties agree in writing to the contrary.

SECTION 5.12. Recordation of Site Designation Supplements.

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(a) ATC shall be responsible for effecting the recordation of a short form memorandum for each Site Designation Supplement on each Included Site, unless prohibited by Law or by the applicable Ground Lease, and the parties hereto shall equally share all costs and expenses incurred in connection therewith. Promptly after effecting such recordation, ATC shall give the ALLTEL written confirmation of such recordation and copies of the recorded documents.

(b) ALLTEL and, after the applicable Closing, ATC shall each have the right to place, each at its sole cost and expense, accurate signage on each Included Site to put third parties on notice of its interest in such Site, subject to compliance with applicable Laws and any Ground Lease for the Site in question.

(c) Notwithstanding anything to the contrary contained herein, if ATC is unable to record any unrecorded Ground Lease or memorandum thereof in respect of any Site and at any time thereafter ALLTEL loses its interest under the Ground Lease by virtue of a foreclosure of a prior mortgage on the fee interest of such Site (so long as such mortgage was for the benefit of a Person other than ALLTEL or any of its Affiliates), ATC will have no claim against ALLTEL in respect thereof.

(d) Following the applicable Closing, ATC and ALLTEL, with respect to those Sites that were the subject of a Site Designation Supplement and the Ground Lease or memorandum that was not recorded, shall continue reasonable efforts to cause the Ground Lease or a memorandum thereof to be recorded. Such obligation shall expire on the first anniversary of the Final Closing. If any such Ground Lease or a memorandum is thereafter recorded in respect of any Site, the Parties may re-record the Site Designation Supplement for such Site.

SECTION 5.13. Additional Sites; In Progress Sites; Zoned Sites.

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(a) To the extent that an update provided under this Agreement relates to the addition or amendment of Exhibit A-1 or Exhibit A-2, as applicable, with respect to Sites that were not initially disclosed on Exhibit A-1 or Exhibit A-2 attached hereto (other than as contemplated by

Section 5.13(d) with respect to Zoned Sites listed in Exhibit N-1 or N-2 attached hereto) or were acquired by ALLTEL from a third party after the Effective Date (but excluding In Progress Sites) but prior to the Final Closing, such Site shall be deemed to be an Excluded Site for all purposes hereunder and shall not be deemed to be the subject of any representation, warranty or covenant of any of the ALLTEL Companies hereunder unless such Site is added to this Agreement by the mutual written agreement of the Parties hereto prior to the Final Closing ("Additional Site"); provided, however, that ALLTEL and ATC acknowledge and agree that ATC shall have the right (but not the obligation) to include any Site acquired by ALLTEL during the foregoing period of time or that was owned or leased as of the Effective Date but omitted from Exhibit A-1 and Exhibit A-2 (excluding Sites listed in Exhibits L, N-1, N-2, O-1 and O-2) as an Included Site in accordance with the terms and conditions of this Agreement and ALLTEL shall not offer any such Site to any third party nor enter into any agreement contrary to such ATC rights so long as (i) the affected Site is not subject to any right or obligation between the seller of such Site and a third party existing immediately prior to the acquisition of such Site by ALLTEL that could reasonably result in the acquisition of such Site (or any substantial portion thereof) or any ownership or operational interest in such Site (other than rights by a third party to collocate on such Site or a right of first refusal that is not exercised by such third party and has been waived by such third party or that has expired) by a third party, or (ii) such Site would have been listed in Exhibit A-2 had such Site been acquired by ALLTEL on or before the Effective Date and such acquisition resulted from the acquisition of an existing third party entity or the creation of a new partnership or joint venture between ALLTEL and a third party unless the consent or approval of such third party (in either case) is required to include such Site as an Included Site and, after the exercise of reasonable and good faith efforts by ALLTEL, such third party does not grant such required consent or approval. The foregoing provision shall not survive the Final Closing or earlier termination of this Agreement.

(b) With respect to any In Progress Site completed after the Effective Date and/or prior to the Final Closing, upon completion of such In Progress Site, ALLTEL shall send written notice to ATC (as soon as practicable, but in no event to exceed twenty (20) days following substantial completion of such In Progress Site) together with all Required Co-Location Documents (prepared and obtained at ALLTEL's sole cost and expense), a detailed list of the equipment and property that ALLTEL intends to install at such In Progress Sites (including location of such equipment), the aggregate amount of out-of-pocket costs and expenses associated with or directly related to the acquisition, construction and development of such In Progress Site and updated ALLTEL Disclosure Schedules with respect to such Site(s), and ATC shall have the right to acquire ALLTEL's interest in such Site in accordance with the provisions of Section 3.2 by providing ALLTEL with written notice hereunder not less than sixty (60) days following ATC's receipt of such completion notice and the Required Co-Location Documents and other accompanying information required under this Section 5.13(b) of ATC's intention to include such In Progress Site as an Included Site. In the event that ATC does not so notify ALLTEL within the foregoing time period with respect to an In Progress Site, such Site shall be deemed an Excluded Site for all purposes hereunder.

(c) Notwithstanding anything to the contrary, ATC and ALLTEL may mutually agree, in writing, to transfer any In Progress Site not then completed to ATC pursuant to the terms and

conditions of the Build to Suit Agreement and ATC shall complete such Sites in accordance with the terms and conditions thereof and such Site shall be conveyed to ATC in accordance with Section 3.2 of this Agreement in consideration for the applicable Purchase Price notwithstanding the fact that it is not a completed Site.

(d) Notwithstanding anything to the contrary, ALLTEL shall send written notice to ATC (as soon as practicable, but in no event to exceed twenty (20) days following substantial completion of any Zoned Site) together with all Required Co-Location Documents (prepared and obtained at ALLTEL's sole cost and expense), a detailed list of the equipment and property that ALLTEL intends to install at such Zoned Sites (including location of such equipment), and updated ALLTEL Disclosure Schedules with respect to such Site(s). Upon ATC's receipt of all of the foregoing, such Zoned Site shall be deemed an Included Site so long as (i) ALLTEL has completed such Site(s), (ii) ATC does not designate such Site(s) as an Excluded Site pursuant to the Site Exclusion Criteria (notwithstanding the expiration of the time period for such designation with respect to other Sites hereunder) or pursuant to Section 4.6(b) within thirty (30) days from ATC's receipt of both ALLTEL's notice designating such Zoned Site(s) as an Included Site hereunder, the Required Co-Location Documents and updated ALLTEL Disclosure Schedule for such Site, (iii) ATC does not designate such Zoned Site as an Excluded Site by providing ALLTEL with written notice hereunder not less than thirty (30) days following the later of (X) ATC's receipt of such completion notice, the other accompanying information required under this Section 5.13(d), and (Y) the applicable ATC Delivery Date of ATC's intention to exclude such Zoned Site as an Excluded Site (A) if ATC reasonably believes that the Ground Rent or other payments to the Ground Lessor are substantially above the then-current market rate for the associated geographic area, or (B) if an available site location which could have reasonably accommodated the ALLTEL Equipment, and, if applicable, Microwave Equipment is located within two (2) miles of the Zoned Site, or (C) if the Tower can not accommodate at least two additional Broadband Equivalent Tenants in addition to ALLTEL and its Affiliates and Existing Third Party Tenants, if any). In addition to and subject to the provisions of this Section 5.13(d), all Zoned Sites shall be governed by the terms and conditions of this Agreement applicable to Sites listed in Exhibit A-1 and Exhibit A-2 attached hereto.

(e) In the event that any Tower on a Site (other than an Excluded Site) is not owned by any of the ALLTEL Companies (i.e. is utilized by ALLTEL in whole or in part pursuant to a lease, license or other right of use agreement), such Site shall be deemed to be an Excluded Site unless such Site is added to this Agreement upon written notice by ATC, in ATC's sole discretion, to ALLTEL received by ALLTEL on or before the applicable ATC Delivery Date of its intention to include any such Site as an Included Site in accordance with the terms and conditions of this Agreement. In no event shall this provision be applicable to any Tower upon which ALLTEL merely leases space for the installation and operation of its specific equipment located thereon (commonly known as a co-location site), all of which shall be automatically deemed Excluded Sites hereunder.

## SECTION 5.14. ATC Parent's Guaranty.

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(a) ATC Parent unconditionally guarantees to ALLTEL the full and timely payment and performance and observance of all of the terms, provisions, covenants and obligations of ATC under this Agreement, including without limitation those set forth in Article XI, and other Transaction Documents and any Affiliate of ATC under any Transaction Documents (the "ATC Obligations"). ATC Parent agrees that if ATC or ATC's Affiliates default at any time in the performance of any of the ATC Obligations, ATC Parent shall faithfully perform and fulfill all ATC Obligations and shall pay to ALLTEL all Loss and Expense incurred by ALLTEL on account of any default by ATC or ATC's Affiliates and on account of the enforcement of this guaranty.

(b) This guaranty obligation of ATC Parent shall be enforceable by ALLTEL in an Action against ATC Parent without the necessity of any Action by ALLTEL of any kind or nature whatsoever against ATC or its Affiliate, without the necessity of any notice to ATC Parent of ATC's or its Affiliate's default or breach under this Agreement or any Transaction Documents, and without the necessity of any other notice or demand to ATC Parent to which ATC Parent might otherwise be entitled, all of which notices ATC Parent hereby expressly waives. ATC Parent hereby agrees that the validity of this guaranty and the obligations of ATC Parent hereunder shall not be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by ALLTEL against ATC or its Affiliate any of the rights or remedies reserved to ALLTEL pursuant to the provisions of this Agreement or any Transaction Documents or any other remedy or right which ALLTEL may have at law or in equity or otherwise.

(c) ATC Parent covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of ATC Parent hereunder shall not be affected, modified, or diminished by reason of any modification or termination of this Agreement and any other Transaction Documents or any modification or waiver of or change in any of the covenants and terms of this Agreement or any Transaction Documents by agreement of ALLTEL and ATC or its Affiliate, or by any unilateral action of either ALLTEL or ATC or its Affiliate, or by an extension of time that may be granted by ALLTEL to ATC or its Affiliate or any indulgence of any kind granted to ATC or its Affiliate, or any dealings or transactions occurring between ALLTEL and ATC or its Affiliate, including, without limitation, any adjustment, compromise, settlement, accord and satisfaction, or release, or any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership, or trusteeship affecting ATC or its Affiliate. ATC Parent does hereby expressly waive any suretyship defense it may have by virtue of any Law of any Governmental Authority.

(d) All of ALLTEL's rights and remedies under this guaranty are intended to be distinct, separate, and cumulative and no such right and remedy herein is intended to be the exclusion of or a waiver of any other.

(e) ATC Parent hereby waives, to the extent permitted by applicable Law, presentment, demand for performance, notice of nonperformance, protest, notice of protest, notice of dishonor, and notice of acceptance. ATC Parent further waives any right to require that an action be brought against ATC or its Affiliate or any other person or to require that resort be had by

ALLTEL to any security held by ALLTEL. The provisions of this Section 5.14 shall survive any termination of this Agreement.

SECTION 5.15. ALLTEL Guaranty.

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(a) The ALLTEL Guarantors, jointly and severally, unconditionally guarantee to ATC the full and timely payment and performance and observance of all of the terms, provisions, covenants and obligations of ALLTEL under this Agreement, including without limitation those set forth in Article XI, and other Transaction Documents and any Affiliate of ALLTEL under any Transaction Documents (the "ALLTEL Obligations"). The ALLTEL Guarantors agree that if ALLTEL or ALLTEL's Affiliate default at any time in the performance of any of the ALLTEL Obligations, the ALLTEL Guarantors shall faithfully perform and fulfill all ALLTEL Obligations and shall pay to ATC all Loss and Expense incurred by ATC on account of any default by ALLTEL or ALLTEL's Affiliate and on account of the enforcement of this guaranty.

(b) This guaranty obligation of the ALLTEL Guarantors shall be enforceable by ATC in an Action against the ALLTEL Guarantors, jointly and severally as to each of the ALLTEL Guarantors, without the necessity of any Action by ATC of any kind or nature whatsoever against ALLTEL or its Affiliate, without the necessity of any notice to ALLTEL Inc. of ALLTEL's or its Affiliate's default or breach under this Agreement or any Transaction Documents, and without the necessity of any other notice or demand to any of the ALLTEL Guarantors to which the ALLTEL Guarantors might otherwise be entitled, all of which notices the ALLTEL Guarantors hereby expressly waive. The ALLTEL Guarantors hereby agree that the validity of this guaranty and the obligations of the ALLTEL Guarantors hereunder shall not be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by ATC against ALLTEL or its Affiliate any of the rights or remedies reserved to ATC pursuant to the provisions of this Agreement or any Transaction Documents or any other remedy or right which ATC may have at law or in equity or otherwise.

(c) The ALLTEL Guarantors covenant and agree that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of the ALLTEL Guarantors hereunder shall not be affected, modified, or diminished by reason of any modification or termination of this Agreement and any other Transaction Documents or any modification or waiver of or change in any of the covenants and terms of this Agreement or any Transaction Documents by agreement of ATC and ALLTEL or its Affiliate, or by any unilateral action of either ATC or ALLTEL or its Affiliate, or by an extension of time that may be granted by ATC to ALLTEL or its Affiliate or any indulgence of any kind granted to ALLTEL or its Affiliate, or any dealings or transactions occurring between ATC and ALLTEL or its Affiliate, including, without limitation, any adjustment, compromise, settlement, accord and satisfaction, or release, or any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership, or trusteeship affecting ALLTEL or its Affiliate. Each of the ALLTEL Guarantors does hereby expressly waive any suretyship defense it may have by virtue of any Law of any Governmental Authority.

(d) All of ATC's rights and remedies under this guaranty are intended to be distinct, separate, and cumulative and no such right and remedy herein is intended to be the exclusion of or a waiver of any other.

(e) The ALLTEL Guarantors hereby waive, to the extent permitted by applicable Law, presentment, demand for performance, notice of nonperformance, protest, notice of protest, notice of dishonor, and notice of acceptance. The ALLTEL Guarantors further waive any right to require that an action be brought against ALLTEL or its Affiliate or any other person or to require that resort be had by ATC to any security held by ATC. The provisions of this Section 5.15 shall survive any termination of this Agreement.

#### SECTION 5.16. Delivery of Tower Files. Subject to this Section 5.16,

ALLTEL shall (a) deliver complete sets of Required Co-Location Documents to ATC for each Site (other than Excluded Sites) (including, without limitation, Zoned Sites) in accordance with Section 4.5(a) and (b) provide information that is reasonably available and in ALLTEL's then reasonable possession relevant to ATC's preparation of the Required Oasis Information together with the delivery of the Required Co-Location Documents. Notwithstanding the foregoing, ALLTEL shall use its best efforts to deliver the Required Co-Location Documents to ATC for all Sites (other than Excluded Sites) on or before August 1, 2001. Pursuant to Section 10.2(a), no Site shall be deemed an Included Site until all Required Co-Location Documents have been delivered to ATC by ALLTEL, unless such obligation is expressly waived in writing by ATC, in its sole discretion. With respect to a Site, in no event shall ALLTEL deliver an incomplete set of Required Co-Location Documents to ATC unless ATC specifically agrees otherwise in writing with respect to the affected Site. To the extent that any Environmental Report or NEPA checklist is not in ALLTEL's, its Affiliates' or a third party's (on behalf of ALLTEL) possession, ALLTEL shall promptly retain a qualified consultant or contractor to obtain such data in a manner reasonably acceptable to ATC at times mutually convenient to the parties, and shall be obtained in the name of, and for the benefit of, both parties. ALLTEL shall be solely responsible for all costs associated with completing or obtaining any information or data required for the Required Co-Location Documents and ATC shall be solely responsible for all costs associated with completing or obtaining any information or data required for the Required Oasis Information (except to the extent in the possession of ALLTEL, its Affiliates or a third party (on behalf of ALLTEL)).

#### SECTION 5.17. Conduct of Business by ALLTEL.

Except as otherwise specifically contemplated by this Agreement, after the Effective Date and prior to the Final Closing or earlier termination of this Agreement, unless ATC shall otherwise consent in writing, ALLTEL shall, and, if applicable, shall cause each of its Affiliates to:

(a) conduct its business with respect to the Sites in the ordinary and usual course of business and consistent with past practice;

(b) use reasonable business efforts to preserve intact its business organization and goodwill associated with the Sites, keep available the services of its present officers and key

employees who perform services related to the maintenance and operation of the Sites, and preserve the goodwill and business relationships with customers and others having business relationships with them relating to the Sites and not knowingly engage in any action, directly or indirectly, with the intent to adversely impact the Transactions;

(c) confer on a regular and frequent basis with one or more representatives of ATC to report material operational matters and the general status of ongoing operations related to the maintenance, leasing, installations, modifications and operation of Sites;

(d) maintain with financially responsible insurance companies insurance on the Sites in such amounts and against such risks and losses as are consistent with past practice;

(e) not make any Tax election that could reasonably be likely to have an ALLTEL Material Adverse Effect or settle or compromise any material Tax liability related to the Sites;

(f) except in the ordinary course of business or except as would not be reasonably likely to have, individually or in the aggregate, an ALLTEL Material Adverse Effect, not enter into or modify, amend or terminate any Material Agreement to which ALLTEL or any of its Affiliates is or may be a party or by which any of the Sublease Interests and Acquired Interests may be bound or to which any of them is or may be subject or waive, release or assign any material rights or claims thereunder;

(g) notwithstanding anything else in this Agreement to the contrary, not modify, amend or terminate any Ground Lease, Existing Tenant Lease, Swap Agreement (provided, however, that ALLTEL may freely terminate any Swap Agreement) or not enter into, modify, amend or terminate any other lease, license or sublease of any or all space on any Site without, in each case, the express prior written consent of ATC (which consent shall not be unreasonably withheld, conditioned or delayed) or in accordance with the provisions of the Site Management Agreement; provided, however, that ALLTEL may attempt to extend the expiration date of any Ground Lease or obtain any Required Consents in accordance with the provisions of Section 3.3 prior to the applicable Closing Date for the affected Site; and

(h) with respect to Swap Agreements, as lessee, not enter into any lease agreements or similar arrangements with respect to any of the Sites pursuant to any Swap Agreement and, as lessor, use its reasonable business efforts to terminate all existing lease agreements under any Swap Agreement affecting any Site (other than those in which the other party is a Governmental Authority).

Notwithstanding the foregoing, ATC and ATC Parent agree that ALLTEL may add, subtract, modify or relocate any of its antennas or equipment from any Site in the ordinary course of business, and any net additions of antennas or equipment (i) made prior to the Effective Date shall not constitute a breach of the foregoing so long as made in the ordinary course of business consistent with past practices, and (ii) made after the Effective Date on each Site subsequently included in a Closing shall be subject to the provisions of Section 8 of the Sublease; provided, however, that prior to the applicable Closing Date for the affected Site, ALLTEL shall be obligated to provide ATC with written notice no less than fifteen (15) days following the



installation of any Additional ALLTEL Equipment or physical modification of any ALLTEL Equipment, Microwave Equipment or Additional ALLTEL Equipment (but in no event less than five days prior to the applicable Closing Date) on any of the Sites (other than Excluded Sites), in each case performed by ALLTEL or pursuant to ALLTEL's instruction, in the form of Exhibit K attached hereto (it being understood that all applicable sections of such form must be complete).

#### ARTICLE VI

##### REPRESENTATIONS, WARRANTIES AND COVENANTS OF ALLTEL

ALLTEL hereby represents and warrants to ATC as follows as of the Effective Date and, as applicable, as of each Closing Date (except for any representations and warranties that speak as of a specified date, which shall be made only as of such date):

##### SECTION 6.1. Organization and Business; Power and Authority; Effect of

Transaction.

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(a) ALLTEL is a corporation or other Person duly organized, validly existing and in good standing under the laws of its respective jurisdiction of incorporation or formation and has all requisite power and authority (corporate, limited liability company, partnership and other, as applicable) to own or hold under lease its properties and to conduct its business as now conducted and as presently proposed to be conducted. Section 6.1(a) of the ALLTEL Disclosure Schedule sets forth a true, correct and complete list of each ALLTEL Company which is made a party hereto and its jurisdiction of organization or incorporation. ALLTEL is duly qualified to do business and in good standing as a foreign corporation in each other jurisdiction (as shown on Section 6.1(a) of the ALLTEL Disclosure Schedule) in which the character of the property owned or leased by it or the nature of its business or operations requires such qualification, except in such jurisdictions where the failure to be so qualified or in good standing, individually or in the aggregate, has not had and will not reasonably be expected to have an ALLTEL Material Adverse Effect.

(b) ALLTEL has all requisite power and authority (corporate and other) to execute, deliver and to perform its obligations under this Agreement and each Transaction Document executed or required to be executed by it pursuant hereto or thereto and to consummate the Transactions and the other transactions contemplated hereby and thereby; and the execution, delivery and performance by ALLTEL of this Agreement and each Transaction Document executed or required to be executed by it pursuant hereto or thereto have been duly authorized by all requisite corporate or other action on the part of ALLTEL, and no corporate, limited liability company or partnership, as applicable, proceedings (other than those taken on or before the Effective Date) on the part of ALLTEL are necessary to authorize this Agreement or the transactions contemplated hereby or to consummate the Transactions. This Agreement has been duly executed and delivered by ALLTEL and constitutes, and each Transaction Document executed or required to be executed by it pursuant hereto or thereto or to consummate the Transactions when executed and delivered by ALLTEL will constitute, a legal, valid and binding obligation of ALLTEL, enforceable in accordance with their respective terms, except as such

enforceability may be subject to bankruptcy, moratorium, insolvency, reorganization, arrangement, voidable preference, fraudulent conveyance and other similar Laws relating to or affecting the rights of creditors and except as the same may be subject to the effect of general principles of equity.

(c) The execution, delivery and performance by ALLTEL of this Agreement and any Transaction Document executed or required to be executed by it pursuant hereto or thereto do not, and the consummation by ALLTEL of the Transactions and the other transactions contemplated hereby and thereby, and compliance by ALLTEL with the terms, conditions and provisions hereof or thereof will not:

(i) except as set forth in Section 6.1(c) of the ALLTEL Disclosure Schedule, (A) conflict with, or result in a breach or violation of, or constitute a default under, any Organic Document of ALLTEL or any Law, or (B) to the knowledge of ALLTEL, conflict with, or result in a breach or violation of, or constitute a default under, or permit the termination, cancellation or acceleration of any obligation or liability (with or without notice, lapse of time or both) in, or but for any requirement of the giving of notice or passage of time or both would constitute such a conflict with, breach or violation of, or default under, or permit any such termination, cancellation or acceleration of, or result in any material change in the rights or obligations of any party under, any Governmental Authorization, Private Authorization, Ground Lease or Material Agreement of ALLTEL directly relating to any Site or the Transactions contemplated hereby; or

(ii) result in or permit the creation or imposition of any Lien upon any Site except for such creations or impositions that would not, individually or in the aggregate, reasonably be expected to have an ALLTEL Material Adverse Effect.

(d) Substantially all of the licenses issued to ALLTEL Inc. and its Affiliates by the FCC as of the Effective Date for the provision of wireless communications services (other than any paging related services) are held by the ALLTEL Guarantors or in partnerships in which the ALLTEL Guarantors are a general partner.

#### SECTION 6.2. [RESERVED].

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#### SECTION 6.3. Title to Properties; Leases.

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(a) Section 6.3(a) of the ALLTEL Disclosure Schedule contains a true and accurate description of all real property associated with the Owned Sites. ALLTEL has good indefeasible, marketable and insurable fee title to all such real property (other than easement and leasehold real property) with respect to Owned Sites. With respect to all of the Owned Sites and Leased Sites, all of the Sublease Interests and Acquired Interests are so owned, in each case, free and clear of all Liens, except (i) Permitted Liens, and (ii) Liens set forth on Section 6.3(a) of the ALLTEL Disclosure Schedule. To the best of ALLTEL's knowledge, except as disclosed in Section 6.3(a) of the ALLTEL Disclosure Schedule, all improvements on the real property owned or leased by ALLTEL or any of its Affiliates at a Site are in compliance with applicable zoning,

wetlands and land use Laws and applicable title covenants, conditions, restrictions and reservations in all respects necessary to conduct the wireless communications business of ALLTEL and its Affiliates relating to the Included Sites (the "ALLTEL Business") as conducted, except for any instances of non-compliance which do not and will not materially and adversely affect the use of such Site or, individually or in the aggregate, have an ALLTEL Material Adverse Effect on the owner or lessee, as the case may be, of such real property associated with the Site. To the best of ALLTEL's knowledge, except as disclosed in Section 6.3(a) of the ALLTEL Disclosure Schedule, all such improvements (including, without limitation, the Towers) comply in all material aspects with all applicable Laws, Governmental Authorizations and Private Authorizations. There is no pending or, to ALLTEL's knowledge, threatened or contemplated action to take by eminent domain or otherwise to condemn any material part of any real property at an Included Site. Except as set forth in Section 6.3(a) of the ALLTEL Disclosure Schedule, to the best of ALLTEL's knowledge, all buildings and Towers are in a state of good repair and maintenance and sound operating condition, normal wear and tear excepted, have been maintained in a manner consistent with generally accepted standards of engineering practice, and currently permit the Included Sites to be operated as communication tower facilities in all material respects, except where such failure, individually or in the aggregate, does not or will not reasonably be expected to have an ALLTEL Material Adverse Effect.

(b) Section 6.3(b) of the ALLTEL Disclosure Schedule contains a true, accurate and complete description of all Ground Leases under which any real property is leased to ALLTEL by any Person. Except as otherwise set forth in Section 6.3(b) of the ALLTEL Disclosure Schedule, each Ground Lease under which ALLTEL holds real or personal property constituting a part of the Sublease Interests and Acquired Interests is in full force and effect, has been duly authorized, executed and delivered by ALLTEL and, to its knowledge, each of the other parties thereto, and is a legal, valid and binding obligation of ALLTEL and, to its knowledge, each of the other parties thereto, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, moratorium, insolvency and similar Laws affecting the rights and remedies of creditors and obligations of debtors generally and by general principles of equity. ALLTEL has a valid leasehold interest in and, to its knowledge, enjoys peaceful and undisturbed possession under all Ground Leases pursuant to which it holds any such real property or personal property, subject to the terms of each Ground Lease and applicable Law. True, accurate and complete copies of each of such Ground Leases have been made available by ALLTEL to ATC, and ALLTEL has provided ATC with photocopies of all such Ground Leases requested by ATC (or true, accurate and complete descriptions thereof have been set forth in Section 6.3(b) of the ALLTEL Disclosure Schedule, with respect to those that are oral). Neither ALLTEL or any of its Affiliates nor, to ALLTEL's knowledge, any other party thereto has failed to duly comply with all of the material terms and conditions of each such Ground Lease or has done or performed, or failed to do or perform (and no Claim is pending or, to the knowledge of ALLTEL, threatened to the effect that ALLTEL or any of its Affiliates has not so complied, done and performed or failed to do and perform) any act which would invalidate or provide grounds for the other party thereto to terminate (with or without notice, passage of time or both) any of such Ground Leases or in any material respect impair the rights or benefits of, or materially increase the costs to, ALLTEL under any of such Ground Leases.

(c) Section 6.3(c) of the ALLTEL Disclosure Schedule contains a true and accurate description of all Existing Tenant Leases under which any portion of a Site is leased by ALLTEL to any Person. Except as otherwise set forth in Section 6.3(c) of the ALLTEL Disclosure Schedule, each Existing Tenant Lease is in full force and effect, has been duly authorized, executed and delivered by ALLTEL and, is a legal, valid and binding obligation of ALLTEL and, to its knowledge, each of the other parties thereto, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, moratorium, insolvency and similar Laws affecting the rights and remedies of creditors and obligations of debtors generally and by general principles of equity. To ALLTEL's knowledge, neither ALLTEL nor any of its Affiliates nor any other party thereto has failed to duly comply with all of the material terms and conditions of each such Existing Tenant Lease or has done or performed, or failed to do or perform (and no Claim is pending or, to the knowledge of ALLTEL, threatened to the effect that ALLTEL or any of its Affiliates has not so complied, done and performed or failed to do and perform) any act which would be reasonably likely to invalidate or provide grounds for the other party thereto or ALLTEL to terminate (with or without notice, passage of time or both) any of such Existing Tenant Leases.

(d) The utility services currently available to each Included Site are adequate for the present use of such Site by ALLTEL and third party tenants utilizing the Included Sites as of the Effective Date, are, to ALLTEL's knowledge, being supplied by utility companies or pursuant to valid and enforceable contracts or tariffs, and there is no condition, individually or in the aggregate, which, to ALLTEL's knowledge, will result in the termination of the present access from such Site to such utility services or would have an ALLTEL Material Adverse Effect.

(e) Except as otherwise provided in Section 6.4(b) of the ALLTEL Disclosure Schedules and subject to obtaining the Required Consents, ALLTEL has obtained all easements and rights-of-way that are reasonably necessary to provide vehicular and pedestrian ingress and egress to and from each of the Included Sites for the purposes used by ALLTEL in the ordinary course and for the Permitted Use. No Action is pending or, to ALLTEL's knowledge, threatened which, individually or in the aggregate, would have the effect of terminating or limiting such access or would have an ALLTEL Material Adverse Effect.

#### SECTION 6.4. Compliance with Private Authorizations. Section 6.4(a) of the

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ALLTEL Disclosure Schedule sets forth a true, accurate and complete list and description of each Private Authorization (other than the Required Consents) which individually is material to the Sublease Interests and Acquired Interests and the operation of each Included Site and Section 6.4(b) of the ALLTEL Disclosure Schedule sets forth a true, accurate and complete list and description of each Required Consent. ALLTEL has, or shall as of the applicable Closing Date, obtained all Private Authorizations that are necessary for the ownership or operation of the Sublease Interests and Acquired Interests, which, if not obtained and maintained, could, individually or in the aggregate, have an ALLTEL Material Adverse Effect. All of such Private Authorizations are valid and in good standing and are in full force and effect. To the best knowledge of ALLTEL, neither ALLTEL nor or any of its Affiliates is in material breach or violation of, or in default in the performance, observance or fulfillment of, any such Private Authorization, and no Event exists or has occurred which constitutes, or but for any requirement

of giving of notice or passage of time or both would constitute, such a material breach, violation or default, under any such Private Authorization. No such Private Authorization is the subject of any pending or, to ALLTEL's knowledge, threatened attack, revocation or termination.

#### SECTION 6.5. Compliance with Governmental Authorizations and Applicable

Law.

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(a) Section 6.5(a) of the ALLTEL Disclosure Schedule contains a true, complete and accurate description of each Governmental Authorization required under applicable Law to own and operate the Included Sites, as currently conducted or proposed to be conducted on or prior to the Closing Date (other than the FCC Authorizations or any Governmental Authorizations obtained by any third parties under any Existing Tenant Leases). ALLTEL has obtained all Governmental Authorizations that are necessary for the ownership or operation of the Included Sites as now conducted and which, if not obtained and maintained, could, individually or in the aggregate, have an ALLTEL Material Adverse Effect. To the knowledge of ALLTEL, none of the Governmental Authorizations listed in Section 6.5(a) of the ALLTEL Disclosure Schedule is subject to any restriction or condition that could limit in any material respect the ownership or operations of the Included Sites as currently conducted, except for restrictions and conditions generally applicable to Governmental Authorizations of such type. The Governmental Authorizations listed in Section 6.5(a) of the ALLTEL Disclosure Schedule are valid and in good standing, are in full force and effect and are not impaired in any material respect by any act or omission of ALLTEL or any of its Affiliates or its or any of their officers, directors, employees or agents, and the ownership and operation of the Included Sites are in accordance in all material respects with the Governmental Authorizations. All material reports, forms and statements required to be filed by ALLTEL or any of its Affiliates with all Governmental Authorities with respect to the Included Sites have been filed and are true, complete and accurate in all material respects, except for such failures, that individually or in the aggregate, have not had and would not reasonably be expected to have an ALLTEL Material Adverse Effect. No such Governmental Authorization is the subject of any pending or, to ALLTEL's knowledge, threatened challenge or proceeding to revoke or terminate any such Governmental Authorization. ALLTEL has no reason to believe that any such Governmental Authorization will not be renewed in the name of ALLTEL by the granting Governmental Authority in the ordinary course.

(b) To the knowledge of ALLTEL, except as otherwise specifically set forth in Section 6.5(b) of the ALLTEL Disclosure Schedule, ALLTEL and each of its Affiliates has conducted the ALLTEL Business and owned and operated the Included Sites in accordance, and each of the Included Sites is in compliance, with all applicable Laws (excluding Environmental Laws) and Governmental Authorizations, except for such breaches, violations and defaults as, individually or in the aggregate, have not had and will not have an ALLTEL Material Adverse Effect. Except as otherwise specifically described in Section 6.5(b) of the ALLTEL Disclosure Schedule, ALLTEL, its Affiliates or the Included Sites are not subject to nor are charged by any Governmental Authority with, or, to ALLTEL's knowledge, is threatened or under investigation by any Governmental Authority with respect to, any breach or violation of, or default in the performance, observance or fulfillment of, any applicable Law relating to the ownership, use, occupancy management, repair, construction, replacement or and operation of the Included Sites which, individually or in the aggregate, has had or will have an ALLTEL Material Adverse

Effect. To the knowledge of ALLTEL, except as otherwise specifically described in Section 6.5(b) of the ALLTEL Disclosure Schedule, no Event exists or has occurred, which constitutes, or but for any requirement of giving of notice or passage of time or both would constitute, such a breach, violation or default, under any Governmental Authorization or any applicable Law, except for such breaches, violations or defaults as, individually or in the aggregate, have not had and will not have an ALLTEL Material Adverse Effect.

(c) Except as set forth in Section 6.5(c) of the ALLTEL Disclosure Schedule, there have not been during the past three fiscal years of ALLTEL and there are no Actions of any kind pending or, to the knowledge of ALLTEL, threatened at Law, in equity or before any Governmental Authority against ALLTEL or any of its Affiliates or any of its or their officers or directors relating to the ownership or operation of the Included Sites or the conduct of ALLTEL's business thereon that, individually or in the aggregate, would reasonably be expected to have an ALLTEL Material Adverse Effect.

#### SECTION 6.6. Related Transactions. Neither ALLTEL nor any of its

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Affiliates is a party or subject to any Contractual Obligation relating to the ownership or operation of any of the Included Sites or the conduct of ALLTEL's Business that would have an ALLTEL Material Adverse Effect thereon between ALLTEL or any of its Affiliates and any of its or any of their executive officers or directors, to the knowledge of ALLTEL, any member of the Immediate Family of any thereof, or any Affiliate of any of the foregoing, including without limitation any Contractual Obligation providing for the furnishing of services to or by, providing for rental of property, real, personal or mixed, to or from, or providing for the lending or borrowing of money to or from, the leasing of property to or from, or otherwise requiring payments to or from, any such Person, other than (a) employment arrangements, (b) Contractual Obligations between ALLTEL and any of the foregoing that are set forth in Section 6.6(b) of the ALLTEL Disclosure Schedule and will be terminated, at no cost or expense to ATC, prior to the applicable Closing, or (c) as specifically set forth in Section 6.6(c) of the ALLTEL Disclosure Schedule.

#### SECTION 6.7. Insurance. All material fire and casualty, general liability,

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business interruption, product liability, and sprinkler and water damage insurance policies maintained by ALLTEL or any of its Affiliates with respect to the Included Sites are with reputable insurance carriers, provide full and adequate coverage for ALLTEL and such Affiliates with respect to the Included Sites, and are in character and amount at least equivalent to that carried by Persons engaged in similar businesses and subject to the same or similar perils or hazards.

#### SECTION 6.8. Tax Matters. Except as set forth in Section 6.8 of the ALLTEL

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Disclosure Schedule:

(a) all Taxes relating exclusively to the Included Sites due with respect to any completed and settled audit, examination or deficiency litigation with any Taxing Authority have been paid in full, except for Taxes due with respect to any audit, examination or deficiency litigation with any Taxing Authority, individually or in the aggregate, that have not had and would not reasonably be expected to have an ALLTEL Material Adverse Effect;

(b) there is no audit, examination or deficiency litigation pending with respect to any Taxes that relate exclusively to the Included Sites, and during the past three years no Taxing Authority has given written notice of the commencement of any audit, examination or deficiency litigation with respect to any Taxes that relate exclusively to the Included Sites, except for such audits, examinations or deficiency litigation, individually or in the aggregate, that have not had and would not reasonably be expected to have an ALLTEL Material Adverse Effect; and

(c) neither ALLTEL nor any of its Affiliates is bound by any currently effective private ruling, closing agreement or similar agreement with any Taxing Authority relating to Taxes that relate exclusively to the Included Sites, except for such private rulings, closing agreements or similar agreements, individually or in the aggregate, that have not had and would not reasonably be expected to have an ALLTEL Material Adverse Effect.

#### SECTION 6.9. Material Agreements. Listed on Section 6.9 of the ALLTEL

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Disclosure Schedule are all Material Agreements (other than Ground Leases and Existing Tenant Leases) relating to the ownership or operation of the Included Sites (other than the direct ownership or operation of ALLTEL's communication services), or to which any of the Included Sites is subject. ALLTEL has or shall provide ATC with photocopies of all such Material Agreements requested by ATC (or true, accurate and complete descriptions thereof have been set forth in Section 6.9 of the ALLTEL Disclosure Schedule with respect to Material Agreements that are oral). All of such Material Agreements are valid, binding and legally enforceable obligations of ALLTEL or one of its Affiliates, except as such enforceability may be limited by bankruptcy, moratorium, insolvency and similar Laws affecting the rights and remedies of creditors and obligations of debtors generally and by general principles of equity. To the best of its knowledge, neither ALLTEL nor any of its Affiliates has failed to duly comply with all of the material terms and conditions of each such Material Agreement (and no Claim is pending or, to the knowledge of ALLTEL, threatened in writing to the effect that ALLTEL or any of its Affiliates has not so complied, done and performed or failed to do and perform) any act which would invalidate or provide grounds for the other party thereto to terminate (with or without notice, passage of time or both) any of such Material Agreements or impair in any material respect the rights or benefits of, or materially increase the costs to, ALLTEL or any of its Affiliates under any of such Material Agreements.

#### SECTION 6.10. Broker or Finder. Except Salomon Smith Barney Inc. which is

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an advisor to ALLTEL, no broker or finder has acted on its behalf in connection with this Agreement or the Transactions and ALLTEL agrees to indemnify the ATC Indemnitees from and against any and all claims or demands for commissions or other compensation by any broker, finder or similar agent claiming to have been employed by or on behalf of ALLTEL or its Affiliates, including, without limitation, Salomon Smith Barney Inc.

#### SECTION 6.11. Operating and Maintenance. Agreements. Except for the

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Contracts set forth in Section 6.11 of the ALLTEL Disclosure Schedule, there are no Contracts to which ALLTEL is a party or subject to presently in effect associated with the operations or maintenance of any Included Site (or any portion thereof) that can not be terminated by ALLTEL upon less than one hundred eighty (180) days prior written notice without penalty.

SECTION 6.12. Environmental Matters. With respect to Included Sites only

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and except as set forth in Section 6.12 of the ALLTEL Disclosure Schedule, or, with respect to paragraphs (a), (b), (c) and (d)(i), except for such exceptions as, individually or in the aggregate, have not had and would not reasonably be expected to have an ALLTEL Material Adverse Effect:

(a) ALLTEL has no knowledge of any written request for information or other correspondence concerning its potential liability with respect to any Site under or pursuant to any Environmental Law, and (ii) neither ALLTEL nor any of its Affiliates is a party to or, to ALLTEL's knowledge, threatened with any Action involving a demand for damages or other potential liability with respect to violations or breaches with respect to a Site of any Environmental Law;

(b) neither ALLTEL nor any of its Affiliates has entered into or has knowledge of any consent decree, compliance order or administrative order issued pursuant to any Environmental Law with respect to a Site, and (ii) neither ALLTEL nor any of its Affiliates is a party in interest or, to ALLTEL's knowledge, in default under any judgment, order, writ, injunction or decree of any final order issued with respect to a Site pursuant to any Environmental Law;

(c) to ALLTEL's knowledge, each of ALLTEL, its Affiliates and the Sites is in compliance with all Environmental Laws (to the extent such compliance relates solely to the Sites), has obtained all Environmental Permits relating to the Sites that are required under Environmental Laws, and has filed all applications, notices and other documents required to be filed to effect the timely renewal or issuance of all Environmental Permits relating to the ownership or operation of the Sites in the manner owned, operated and conducted as of the Effective Date or proposed to be owned, operated and conducted prior to the Closing Date;

(d) to ALLTEL's knowledge, (i) there are no Hazardous Materials present on a Site as a result of any Releases, including without limitation from underground storage tanks, and (ii) neither ALLTEL nor any of its Affiliates has conducted or has knowledge of any Phase II environmental site assessment report as to material environmental matters relating to any Site;

(e) to the knowledge of ALLTEL, neither ALLTEL nor any of its Affiliates has installed or used any above ground or underground storage tanks for Hazardous Materials on any Site and, to ALLTEL's knowledge, there are no above ground or underground storage tanks for Hazardous Materials on any Site; and

(f) ALLTEL has no knowledge of any past or present Event involving a Site, which Event, individually or in the aggregate, would reasonably be expected to have an ALLTEL Material Adverse Effect as a result of any Environmental Law.

SECTION 6.13 Copies of Documents. With respect to any Ground Leases,

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Existing Tenant Leases, or other documents or agreements related to the Included Sites and provided to ATC hereunder or upon ATC's request, to the knowledge of ALLTEL, are true, correct and complete in all material respects and include all amendments, supplements and modifications thereto or material waivers currently in effect thereunder.



## ARTICLE VII

REPRESENTATIONS, WARRANTIES  
AND COVENANTS OF ATC

ATC hereby represents and warrants to ALLTEL as follows:

## SECTION 7.1. Organization and Business; Power and Authority; Effect of

Transaction.

(a) ATC is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware and has all requisite power and authority (corporate and other) to own or hold under lease its properties and to conduct its business as now conducted and as presently proposed to be conducted. ATC is, or shall be as of the applicable Closing Date, duly qualified to do business and in good standing as a foreign corporation in each jurisdiction in which an Included Site is located, except in such jurisdictions where the failure to be so qualified or in good standing, individually or in the aggregate, has not had and will not reasonably be expected to have an ATC Material Adverse Effect.

(b) ATC has all requisite power and authority (corporate and other) to execute, deliver and to perform its obligations under this Agreement and each Transaction Document executed or required to be executed by it pursuant hereto or thereto and to consummate the Transactions and the other transactions contemplated hereby and thereby; and the execution, delivery and performance by ATC of this Agreement and each Transaction Document executed or required to be executed by it pursuant hereto or thereto have been duly authorized by all requisite corporate or other action on the part of ATC, and no other corporate proceedings on the part of ATC are necessary to authorize this Agreement or the transactions contemplated hereby or to consummate the Transactions. This Agreement has been duly executed and delivered by ATC and constitutes, and each Transaction Document executed or required to be executed by it pursuant hereto or thereto or to consummate the Transactions when executed and delivered by ATC will constitute, a legal, valid and binding obligation of ATC, enforceable in accordance with their respective terms, except as such enforceability may be subject to bankruptcy, moratorium, insolvency, reorganization, arrangement, voidable preference, fraudulent conveyance and other similar Laws relating to or affecting the rights of creditors and except as the same may be subject to the effect of general principles of equity.

(c) The execution, delivery and performance by ATC of this Agreement and any Transaction Document executed or required to be executed by it pursuant hereto or thereto do not, and the consummation by ATC of the Transactions and the other transactions contemplated hereby and thereby, and compliance by ATC with the terms, conditions and provisions hereof or thereof will not:

(i) (A) except with respect to the ATC Parent Indenture, conflict with, or result in a breach or violation of, or constitute a default under, any Organic Document of ATC or any Law, (B) conflict with, or result in a breach or violation of, or constitute a default under, or permit the termination, cancellation or

acceleration of any obligation or liability (with or without notice, lapse of time or both) in, or but for any requirement of the giving of notice or passage of time or both would constitute such a conflict with, breach or violation of, or default under, or permit any such termination, cancellation or acceleration of, or result in any material change in the rights or obligations of any party under, any Governmental Authorization, Private Authorization or Material Agreement of ATC, except for such exceptions as individually or in the aggregate would not have an ATC Material Adverse Effect; or

(ii) require ATC to make or obtain any Governmental Authorization, Governmental Filing or Private Authorization, except, if required, for filings under the Hart-Scott-Rodino Act.

#### SECTION 7.2. [RESERVED].

#### SECTION 7.3. Compliance with Governmental Authorizations and Applicable

Law. ATC and each of its Affiliates has conducted its business and

owned and operated its property and assets in accordance with all applicable Laws and Governmental Authorizations, except for such breaches, violations and defaults as, in the aggregate, have not had and will not have an ATC Material Adverse Effect. Neither ATC nor any of its Affiliates is in or is charged by any Governmental Authority with, or, to ATC's knowledge, is threatened or under investigation by any Governmental Authority with respect to, any breach or violation of, or default in the performance, observance or fulfillment of, any applicable Law which, in the aggregate, has had or will have an ATC Material Adverse Effect. No Event exists or has occurred, which constitutes, or but for any requirement of giving of notice or passage of time or both would constitute, such a breach, violation or default, under any Governmental Authorization or any applicable Law, except for such breaches, violations or defaults as, in the aggregate, have not had and will not have an ATC Material Adverse Effect.

#### SECTION 7.4. Broker or Finder. No broker or finder has acted on its behalf

in connection with this Agreement or the transactions contemplated herein and ATC agrees to indemnify the ALLTEL Indemnitees from and against any and all claims or demands for commissions or other compensation by any broker, finder or similar agent claiming to have been employed by or on behalf of ATC or any of its Affiliates.

#### SECTION 7.5. Sufficient Funding. ATC has made available to ALLTEL copies of

the ATC Parent Indenture pursuant to which ATC will, at the time of each Closing, have funds sufficient to consummate the Transactions to be consummated at such Closing and to pay the related fees and expenses of ATC. ATC will, at the time of each Closing, have sufficient funds available to consummate the Transactions to be consummated at such Closing, including, without limitation, sufficient funds to pay the Rent to ALLTEL in respect of all of the Sublease Interests being leased or subleased at such Closing.

## ARTICLE VIII

## REPRESENTATIONS, WARRANTIES AND COVENANTS OF ATC Parent

ATC Parent hereby represents and warrants to ALLTEL as follows:

## SECTION 8.1. Organization and Business; Power and Authority; Effect of

Transaction.

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(a) ATC Parent is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware and has all requisite power and authority (corporate and other) to own or hold under lease its properties and to conduct its business as now conducted and as presently proposed to be conducted.

(b) ATC Parent has all requisite power and authority (corporate and other) to execute, deliver and to perform its obligations under this Agreement and each Transaction Document executed or required to be executed by it pursuant hereto or thereto and to consummate the Transactions and the other transactions contemplated hereby and thereby; and the execution, delivery and performance by ATC Parent of this Agreement and each Transaction Document executed or required to be executed by it pursuant hereto or thereto have been duly authorized by all requisite corporate or other action on the part of ATC Parent, and no other corporate proceedings on the part of ATC Parent are necessary to authorize this Agreement or the transactions contemplated hereby or to consummate the Transactions. This Agreement has been duly executed and delivered by ATC Parent and constitutes, and each Transaction Document executed or required to be executed by it pursuant hereto or thereto or to consummate the Transactions when executed and delivered by ATC Parent will constitute, a legal, valid and binding obligation of ATC Parent, enforceable in accordance with their respective terms, except as such enforceability may be subject to bankruptcy, moratorium, insolvency, reorganization, arrangement, voidable preference, fraudulent conveyance and other similar Laws relating to or affecting the rights of creditors and except as the same may be subject to the effect of general principles of equity.

(c) The execution, delivery and performance by ATC Parent of this Agreement and any Transaction Document executed or required to be executed by it pursuant hereto or thereto do not, and the consummation by ATC Parent of the Transactions and the other transactions contemplated hereby and thereby, and compliance by ATC Parent with the terms, conditions and provisions hereof or thereof will not:

(i) (A) except as may be required pursuant to the ATC Parent Indenture, conflict with, or result in a breach or violation of, or constitute a default under, any Organic Document of ATC Parent or any Law, (B) conflict with, or result in a breach or violation of, or constitute a default under, or permit the termination, cancellation or acceleration of any obligation or liability (with or without notice, lapse of time or both) in, or but for any requirement of the giving of notice or passage of time or both would constitute such a conflict with, breach or violation of, or default under, or permit any such termination, cancellation or

acceleration of, or result in any material change in the rights or obligations of any party under, any Governmental Authorization, Private Authorization or Material Agreement of ATC Parent, except for such exceptions as individually or in the aggregate would not have an ATC Material Adverse Effect; or

(ii) require ATC Parent to make or obtain any Governmental Authorization, Governmental Filing or Private Authorization, except for (x) filings under the Hart-Scott-Rodino Act, if required, and the Securities and Exchange Act of 1934, as amended, and with the New York Stock Exchange, and (y) such exceptions as individually or in the aggregate would not have an ATC Material Adverse Effect.

#### SECTION 8.2. [RESERVED].

#### SECTION 8.3. Compliance with Governmental Authorizations and Applicable

Law. ATC and each of its Affiliates has conducted its business and owned and

operated its property and assets in accordance with all applicable Laws and Governmental Authorizations, except for such breaches, violations and defaults as, in the aggregate, have not had and will not have an ATC Material Adverse Effect. Neither ATC nor any of its Affiliates is in or is charged by any Governmental Authority with, or, to ATC's knowledge, is threatened or under investigation by any Governmental Authority with respect to, any breach or violation of, or default in the performance, observance or fulfillment of, any applicable Law which, in the aggregate, has had or will have an ATC Material Adverse Effect. No Event exists or has occurred, which constitutes, or but for any requirement of giving of notice or passage of time or both would constitute, such a breach, violation or default, under any Governmental Authorization or any applicable Law, except for such breaches, violations or defaults as, in the aggregate, have not had and will not have an ATC Material Adverse Effect.

#### SECTION 8.4. Broker or Finder. No broker or finder has acted on its behalf

in connection with this Agreement or the transactions contemplated herein and ATC Parent agrees to indemnify the ALLTEL Indemnitees from and against any and all claims or demands for commissions or other compensation by any broker, finder or similar agent claiming to have been employed by or on behalf of ATC Parent or any of its Affiliates.

#### SECTION 8.5. Sufficient Funding. ATC has made available to ALLTEL copies

of the ATC Parent Indenture pursuant to which ATC will, at the time of each Closing, have funds sufficient to consummate the Transactions to be consummated at such Closing and to pay the related fees and expenses of ATC. ATC will, at the time of each Closing, have sufficient funds available to consummate the Transactions to be consummated at such Closing, including, without limitation, sufficient funds to pay the Rent to ALLTEL in respect of all of the Sublease Interests being leased or subleased at such Closing.

#### SECTION 8.6. ATC Representations and Warranties. The representations and

warranties of ATC set forth in Article VII are true and correct.

## ARTICLE IX

[INTENTIONALLY OMITTED]

## ARTICLE X

## CONDITIONS TO OBLIGATIONS OF ALLTEL AND ATC

## SECTION 10.1. Conditions to Obligations of Each Party. The respective

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 obligations of each Party to consummate the Transactions, on each Closing Date, shall, except as hereinafter provided in this Section, be subject to the satisfaction at or prior to each Closing Date of the following conditions, any or all of which may be waived, in whole or in part, to the extent permitted by applicable Law:

(a) As of the Closing Date, no Action shall be pending before any Governmental Authority that has resulted or is reasonably likely to result in any judgement, order or decree enjoining, restraining, prohibiting or making illegal the consummation of the Transactions contemplated at that Closing, taken as a whole, it being understood and agreed that a written request by any Governmental Authority for information with respect to the Transactions, which information could be used in connection with such Action, shall not in itself be deemed to be a Action pending before any such Governmental Authority;

(b) The waiting period (and any extension thereof), if any, applicable to the consummation of the Transactions under the Hart-Scott-Rodino Act shall have expired or been terminated; and

(c) Except with respect to the Hart-Scott-Rodino Act, all authorizations, consents, waivers, orders or approvals required to be obtained from all Governmental Authorities, and all filings, submissions, registrations, notices or declarations required to be made by any of the parties with any Governmental Authority, prior to the consummation of the Transactions contemplated at that Closing, shall have been obtained from, and made with, all such Governmental Authorities, except for such authorizations, consents, waivers, orders, approvals, filings, registrations, notices or declarations the failure to obtain or make would not, individually or in the aggregate, reasonably be expected to have an ALLTEL Material Adverse Effect or an ATC Material Adverse Effect, as the case may be.

(d) All Required Consents and all Private Authorizations required pursuant to Section 6.4 shall have been obtained from all Persons (other than Governmental Authorities) prior to the applicable Closing (including without limitation, at the cost and expense of ALLTEL, all modifications, if any, of Ground Leases, Existing Tenant Leases, Site Maintenance Agreements, and Material Agreements) and shall have been obtained, without the imposition, individually or in the aggregate, of any condition or requirement that has had or would be reasonably likely to have an ALLTEL Material Adverse Effect or an ATC Material Adverse Effect, as the case may be, and in accordance with the provisions of Sections 3.3 and 4.6; provided, however, that to the extent any such Required Consents or Private Authorizations have not been obtained with respect

to a Site, the Closing for such Site shall be postponed until a subsequent Closing unless such Closing is the Final Closing in accordance with Section 4.6.

SECTION 10.2. Conditions to Obligations of ATC. The obligation of ATC

to consummate the Transactions, on each Closing Date, shall be subject to the satisfaction at or prior to each such Closing Date of the following conditions, any or all of which may be waived, in whole or in part, by ATC and ATC Parent to the extent permitted by applicable Law:

(a) All agreements, certificates, opinions and other documents required to be delivered to ATC pursuant to the provisions of this Agreement shall have been delivered to ATC (including, with respect to each Included Site, the Tower File Data on or before fifteen (15) days prior to the applicable Closing Date, provided, however, that the delivery of the Required Co-Location Documents shall be governed by the terms and conditions of Section 5.16);

(b) Subject to Section 4.6, (i) the representations and warranties of ALLTEL contained in this Agreement shall be true and correct at and as of the Closing Date with the same force and effect as though made on and as of such date, except (x) to the extent such representations and warranties expressly speak as of an earlier date (in which case such representations and warranties shall be true and correct as of such earlier date) and (y) to the extent that the failure of such representations and warranties to be true and correct, individually or in the aggregate, have not had and will not be reasonably likely to have an ALLTEL Material Adverse Effect; (ii) each and all of the agreements and covenants to be performed or satisfied by ALLTEL hereunder at or prior to the Closing Date shall have been duly performed or satisfied in all material respects; and (iii) ALLTEL shall have furnished ATC with a certificate signed by an executive officer of ALLTEL stating that the conditions of this Section 10.2(b)(i) and (ii) have been satisfied;

(c) On or prior to the Initial Closing Date, ALLTEL shall have (i) executed and delivered to ATC the Sublease and the same shall have become effective as of the Initial Closing Date and shall remain in effect as of the applicable Closing Date, and (ii) delivered an opinion, dated as of the Initial Closing Date, of Kutak Rock LLP, counsel for ALLTEL, in the form attached hereto as Exhibit G and made a part hereof.

(d) On or prior to the applicable Closing Date with respect to a Site, ALLTEL shall have executed and delivered to ATC the following:

(i) A certificate as of the applicable Closing Date setting forth (A) any additions or deletions of antennas on each Tower included in such Closing since the Effective Date, and (B) any amendments, extensions or terminations of, or any new licenses, leases or subleases with any other Person (including, without limitation, Ground Leases, Existing Tenant Leases, and Site Maintenance Agreements) related to the applicable Included Sites;

(ii) A complete and accurate Site Designation Supplement or site schedule, as applicable, for each Included Site and the same shall have become effective as of the applicable Closing Date; provided, however, that ATC may elect, in its sole discretion, to waive this obligation to Closing with respect to any

Site and in such event the Parties thereto mutually agree to resolve, in good faith and in accordance with Section 4.5, the complete and accurate form of such Site Designation Supplement or site schedule, as applicable, and execute such form no more than forty (40) days following the applicable Closing Date; and

(iii) If applicable, each ALLTEL Entity that executes a Joinder to Agreement hereto shall have executed a similar joinder to the Sublease, BTS Agreement, and Site Management Agreement in accordance with the terms therein.

SECTION 10.3. Conditions to Obligations of ALLTEL. The obligation of ALLTEL

to consummate the Transactions, on each Closing Date, shall be subject to the satisfaction at or prior to each such Closing Date of the following conditions, any or all of which may be waived, in whole or in part, by ALLTEL to the extent permitted by applicable Law:

(a) All agreements, certificates, opinions and other documents required to be delivered to ALLTEL pursuant to the provisions of this Agreement shall have been delivered to ALLTEL;

(b) The representations and warranties of ATC and ATC Parent contained in this Agreement shall be true and correct in all material respects at and as of the Closing Date with the same force and effect as though made on and as of such date, except (x) to the extent such representations and warranties expressly speak as of an earlier date (in which case such representations and warranties shall be true and correct as of such earlier date) and (y) to the extent that the failure of such representations and warranties to be true and correct, individually or in the aggregate, have not had and will not be reasonably likely to have ATC Material Adverse Effect; (ii) each and all of the agreements and covenants to be performed or satisfied by ATC or ATC Parent hereunder at or prior to the Closing Date shall have been duly performed or satisfied in all material respects; and (iii) ATC and ATC Parent shall have furnished ALLTEL with a certificate signed by an executive officer of ATC and ATC Parent respectively stating that the conditions of this Section 10.3(b)(i) and (ii) have been satisfied;

(c) On or prior to the Initial Closing Date, ATC Parent and ATC shall have (i) executed and delivered to ALLTEL the Sublease and the same shall have become effective as of the Initial Closing Date and shall remain in effect as of the applicable Closing Date, and (ii) delivered an opinion, dated as of the Initial Closing Date, of Sullivan & Worcester LLP, counsel for ATC, in the form attached hereto as Exhibit H and made a part hereof; and

(d) On or prior to the applicable Closing Date with respect to a Site, ATC shall have executed and delivered to ALLTEL a Site Designation Supplement or site schedule, as applicable, for each Included Site and the same shall have become effective as of the applicable Closing Date; provided, however, that in the event that ATC elects to exercise its right to waive this obligation as a condition to Closing with respect to any Site pursuant to Section 10.2(d)(ii), ALLTEL shall also have been deemed to have waived such obligation hereunder and in such event the Parties thereto mutually agree to resolve, in good faith and in accordance with Section 4.5, the complete and accurate form of such Site Designation Supplement or site schedule, as

applicable, and execute such form no more than forty (40) days following the applicable Closing Date.

## ARTICLE XI

### INDEMNIFICATION

#### SECTION 11.1. Survival. The representations and warranties of the Parties

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 contained in or made pursuant to this Agreement or any Transaction Document shall survive the applicable Closing and shall remain operative and in full force and effect for a period of eighteen (18) months after the applicable Closing Date, except that in the case of matters of a nature referred to in Sections 6.1, 7.1, and 8.1 which shall survive and remain operative and in full force and effect for the applicable statute of limitations, regardless of any investigation thereof made by or on behalf of any Party hereto. The covenants and agreements of the parties contained in or made pursuant to this Agreement or any Transaction Document shall survive any Closing (unless any such covenant or agreement by its express terms in this Agreement does not so survive or survives for a lesser period) and shall remain operative and in full force and effect for the statute of limitations applicable to contractual obligations. The term "Indemnity Period" shall mean the applicable period with respect to which a representation, warranty, covenant or agreement survives any Closing as provided in this Section. No claim for indemnification may be asserted after the expiration of the Indemnity Period. Notwithstanding anything herein to the contrary, any representation, warranty, covenant and agreement which arises and is the subject of a Claim which is asserted in writing prior to the expiration of the applicable Indemnity Period shall survive with respect to such Claim or any dispute with respect thereto until the final resolution thereof.

#### SECTION 11.2. Indemnification.

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 (a) Each of the ALLTEL Companies agrees, severally and not jointly, that it shall indemnify, defend and hold harmless the ATC Indemnitees from and against any and all damages, claims, losses, expenses, costs, obligations, and liabilities including, without limiting the generality of the foregoing, liabilities for all reasonable attorneys', accountants' and experts' fees and expenses incurred, including those incurred to enforce the terms of this Agreement or any Transaction Document (collectively, "Loss and Expense"), suffered by the ATC Indemnitees by reason of or arising out of (i) any breach of representation or warranty made by the applicable ALLTEL pursuant to this Agreement, and (ii) any failure by the applicable ALLTEL to perform or fulfill any of its covenants or agreements set forth in this Agreement.

(b) ATC agrees that it shall indemnify, defend and hold harmless the ALLTEL Indemnitees from and against all Loss and Expense suffered by any of them by reason of or arising out of (i) any breach of representation or warranty made by ATC or ATC Parent pursuant to this Agreement, and (ii) any failure by ATC or ATC Parent to perform or fulfill any of its covenants or agreements set forth in this Agreement.



### SECTION 11.3. Limitation of Liability.

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(a) Notwithstanding the provisions of Section 11.2, the ATC Indemnitees, on the one hand, and the ALLTEL Indemnities, on the other hand, shall be entitled to recover their Loss and Expense in respect of any Claim pursuant to the provisions of Sections 11.2(a)(i) and (b)(i), as the case may be, only (i) in the event that the aggregate Loss and Expense for all Claims exceed, in the aggregate, one percent (1%) of the sum of (x) the aggregate Rent payable by ATC with respect to all of the Included Sites and (y) the aggregate Purchase Price payable by ATC with respect to all of the Included Sites, in which event the indemnified party shall only be entitled to recover all such Loss and Expense in excess of that amount; and (ii) to the extent that the aggregate Loss and Expense for all Claims does not exceed twenty-nine percent (29%) of the sum of (x) the aggregate Rent payable by ATC with respect to all of the Included Sites and (y) the aggregate Purchase Price payable by ATC with respect to all of the Included Sites.

(b) In the case any event shall occur which would otherwise entitle any Party to assert a claim for indemnification hereunder, no Loss and Expense shall be deemed to have been sustained by such party to the extent of any proceeds received by such Party from any insurance policies with respect thereto.

(c) Except in the event of fraud, intentional misrepresentation or intentional breach of warranty, covenant or agreement or as otherwise provided in Section 13.5 (solely with respect to the remedy of specific performance set forth therein) and notwithstanding any other provision of this Agreement (including, without limitation, the provisions of Section 13.5 (other than the remedy of specific performance set forth therein)), the sole and exclusive remedy of ATC or its Affiliates before or after any Closing or termination of this Agreement with respect to the Site Exclusion Criteria under Sections 4.6(a)(ii) through (vi) or with respect to the ALLTEL Disclosure Schedules under Section 4.6(b) is to cause the applicable Site, at ATC's option, to be designated as an Excluded Site or to defer the Closing for such Site to a later Closing Date.

### SECTION 11.4. Notice of Claims. If an indemnified party believes that

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it has suffered or incurred any Loss and Expense, it shall notify the indemnifying party promptly in writing, and in any event within the applicable Indemnity Period specified in Section 11.1, describing such Loss and Expense, all with reasonable particularity and containing a reference to the provisions of this Agreement in respect of which such Loss and Expense shall have occurred. If any Action is instituted by a third party with respect to which an indemnified party intends to claim any liability or expense as Loss and Expense under this Article, such indemnified party shall promptly notify the indemnifying party of such Action, but the failure to so notify the indemnifying party shall not relieve such indemnifying party of its obligations under this Article, except to the extent such failure to notify prejudices such indemnifying party's ability to defend against such Claim.

### SECTION 11.5. Defense of Third Party Claims. The indemnifying party shall

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have the right to conduct and control, through counsel of its own choosing, reasonably acceptable to the indemnified party, any third party Action or other Claim, but the indemnified party may, at its election, participate in the defense thereof at its sole cost and expense; provided, however, that if the indemnifying party shall fail to defend any such Action or other Claim, then the indemnified

party may defend, through counsel of its own choosing, such Action or other Claim, and (so long as it gives the indemnifying party at least fifteen (15) days' notice of the terms of the proposed settlement thereof and permits the indemnifying party to then undertake the defense thereof) settle such Action or other Claim and to recover from the indemnifying party the amount of such settlement or of any judgment and the reasonable costs and expenses of such defense. The indemnifying party shall not compromise or settle any such Action or other Claim without the prior written consent of the indemnified party, which consent shall not unreasonably be withheld, delayed or conditioned if the terms and conditions of such compromise or settlement proposed by the indemnifying party and agreed to in writing by the claimant in such Action or other Claim (a) include a full release of the indemnified party from the Action or other Claim which is the subject of the settlement proposal, and (b) if the indemnified party is an ATC Indemnitees, do not include any term or condition which would restrict in any material manner rights and remedies of ATC under the Sublease or the continued ownership or operations of the Sublease Interests and Acquired Interests or the conduct of any other business of ATC or any of its Affiliates) in substantially the manner then being owned, operated and conducted by ATC or any of its Affiliates (or any successor or assign). No matter whether an indemnifying party defends or prosecutes any third party Action or Claim, the indemnified and indemnifying parties shall cooperate in the defense or prosecution thereof. Such cooperation shall include access during normal business hours afforded to the indemnifying party to, and reasonable retention by the indemnified party of, records and information which are reasonably relevant to such third party Action or Claim, and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder, and the indemnifying party shall reimburse the indemnified party for all its reasonable out-of-pocket expenses in connection therewith.

#### SECTION 11.6. Exclusive Remedy. Except for fraud, intentional

misrepresentation or intentional breach of warranty, covenant or agreement or as otherwise provided in Section 13.5 (solely with respect to the remedy of specific performance set forth therein) or as may be provided for in any other Transaction Document, the indemnification provided in this Article shall be the sole and exclusive post-Final Closing remedy available to any Party against any other party for any Claim under this Agreement.

### ARTICLE XII

#### TERMINATION, AMENDMENT AND WAIVER

#### SECTION 12.1. Termination. This Agreement may be terminated at any time

only pursuant to the following provisions:

(a) by mutual consent of ALLTEL and ATC; or

(b) by ATC or ALLTEL if any permanent injunction, decree or judgment of any Governmental Authority preventing consummation of the Transactions, taken as a whole, shall have become final and nonappealable; or

(c) by ALLTEL in the event (i) none of the ALLTEL Companies is in material breach of this Agreement and none of any of their representations or warranties shall have become and continue to be untrue in any manner that would cause the condition set forth in Section 10.2(b) not to be satisfied, and (ii) ATC is in material breach of this Agreement or any of its representations or warranties shall have been or become and continue to be untrue in any manner that would cause the conditions set forth in Section 10.3(b) not to be satisfied, and such a breach or untruth exists and is capable of being cured and is not cured on or prior to, or is not capable of being cured by and will prevent or delay consummation of the Final Closing by or beyond, the Termination Date; or

(d) by ATC in the event (i) neither ATC nor ATC Parent is in material breach of this Agreement and none of either of its representations or warranties shall have become and continue to be untrue in any manner that would cause the condition set forth in Section 10.3(b) not to be satisfied, and (ii) any of the ALLTEL Companies is in material breach of this Agreement or any of the ALLTEL Companies' representations or warranties shall have been or become and continue to be untrue in any manner that would cause the conditions set forth in Section 10.2(b) not to be satisfied, and such a breach or untruth exists and is capable of being cured and is not cured on or prior to, or is not capable of being cured by and will prevent or delay consummation of the Final Closing by or beyond, the Termination Date; or

(e) by either ATC or ALLTEL, (i) if all of the conditions to ATC's or ALLTEL's obligations (as the case may be) to consummate the Initial Closing set forth in Sections 10.1 and 10.2 (in the case of ATC) and 10.1 and 10.3 (in the case of ALLTEL) shall not have been satisfied or waived on or before the last day of the six (6) -month period commencing on the Effective Date, or (ii) on or after the Termination Date, in either case for any reason other than a breach or default by such terminating Party of its respective representations, warranties, covenants, agreements or other obligations hereunder such that the conditions to the non-terminating Party's obligations to consummate the Initial Closing or other applicable Closing, as the case may be, set forth in Section 10.3(b) or Section 10.2(b), as the case may be, would not be satisfied; or

(f) by ALLTEL in the event (i) none of the ALLTEL Companies is in material breach of this Agreement and none of any of their representations or warranties shall have become and continue to be untrue in any manner that would cause the condition set forth in Section 10.2(b) not to be satisfied, and (ii) ATC or ATC Parent is, at the time of any Closing, in breach of the representations and warranties set forth in Section 7.5 or 8.5, respectively.

The term "Termination Date" shall mean eight months (8) following the Initial Closing Date or such other date as the Parties may, from time to time, mutually agree. The right of ATC or the ALLTEL Companies to terminate this Agreement pursuant to this Section shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any Party, any Person controlling any such Party or any of their respective Representatives whether prior to or after the execution of this Agreement. The right of ATC or the ALLTEL Companies to terminate this Agreement pursuant to this Section shall be exercised by written notice to the non-terminating Parties.

If this Agreement is terminated by ALLTEL pursuant to Section 12.1(c), Section 12.1(e) or Section 12.1(f) (but only if at the time of such termination, ATC is in material breach of this Agreement or any of its representations and warranties shall have been untrue in any manner that would cause the conditions in Section 10.3(b) not to be satisfied), then ALLTEL shall be entitled to and ATC Parent shall pay ALLTEL, at ALLTEL's election, within ten (10) business days of delivery to ATC by ALLTEL of a written demand therefor at any time after the date of such termination, a termination fee in the amount of fifty million dollars (\$50,000,000) ("Termination Fee") by wire transfer of immediately available funds to an account in the United States designated in writing by ALLTEL. Any election by ALLTEL to receive the Termination Fee under this paragraph shall constitute its sole and exclusive remedy in the event of such termination of this Agreement, except for the provisions of Article XI with respect to prior Closings.

SECTION 12.2. Effect of Termination. Except as provided in Sections 4.3,

5.1, 5.2 (with respect to confidentiality), 5.4, 5.14, 5.15 and 12.1 and this Section and Article XIII, in the event of the termination of this Agreement pursuant to Section 12.1, this Agreement shall forthwith become void, there shall be no liability on the part of any Party, or any of their respective stockholders, partners, members, officers or directors, to the other and all rights and obligations of any Party shall cease; provided, however, that, (i) such termination shall not, except in the case ALLTEL has elected to receive and has received the Termination Fee pursuant to the provisions of Section 12.1 (other than in the event of any fraud, willful misrepresentation or willful breach by ATC or ATC Parent), relieve any Party from liability for any fraud, intentional misrepresentation or intentional breach of any of its warranties, covenants or agreements set forth in this Agreement, and (ii) no termination of this Agreement shall result in the rescission of any Closing theretofore consummated hereunder or affect or terminate the rights, remedies and obligations of the Parties (including without limitation Article XI) with respect to such previously consummated Closing. Notwithstanding the foregoing, each party shall have the right to seek specific performance of this Agreement pursuant to the provisions of Section 13.5.

ARTICLE XIII

GENERAL PROVISIONS

SECTION 13.1. Waivers; Amendments. Changes in or additions to this

Agreement may be made, or compliance with any term, covenant, agreement, condition or provision set forth herein may be omitted or waived (either generally or in a particular instance and either retroactively or prospectively) with, but only with, the consent in writing of the Parties hereto. No delay on the part of either Party at any time or times in the exercise of any right or remedy shall operate as a waiver thereof. Any consent may be given subject to satisfaction of conditions stated therein. The failure to insist upon the strict provisions of any covenant, term, condition or other provision of this Agreement or to exercise any right or remedy hereunder shall not constitute a waiver of any such covenant, term, condition or other provision thereof or default in connection therewith. The waiver of any covenant, term, condition or other provision hereof or default hereunder shall not affect or alter this Agreement in any other respect, and each and every

covenant, term, condition or other provision of this Agreement shall, in such event, continue in full force and effect, except as so waived, and shall be operative with respect to any other then existing or subsequent default in connection herewith.

SECTION 13.2. ALLTEL References. Anything in this Agreement to the

contrary notwithstanding, each of the ALLTEL Companies acknowledges and agrees that (a) all of the representations and warranties of ALLTEL set forth in Article VI, and (b) each of the covenants and agreements of ALLTEL set forth in this Agreement, including without limitation Articles III, IV, V and XI, are intended to apply, and shall apply, to each of the ALLTEL Companies with respect to the applicable Sites with the same force and effect as though each were specifically named therein.

SECTION 13.3. Notices. All notices and other communications which by any

provision of this Agreement are required or permitted to be given shall be given in writing and shall be deemed to have been delivered (a) five (5) business days after being mailed by first-class or express mail, postage prepaid, (b) the next day when sent overnight by a nationally recognized courier service, (c) upon confirmation when sent by telex, telegram, telecopy or other form of rapid transmission, confirmed by mailing (by first class or express mail, postage prepaid, or by a nationally recognized courier service) written confirmation at substantially the same time as such rapid transmission, or (d) upon delivery when 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 set forth below 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.

If to ATC or ATC Parent:

116 Huntington Avenue  
Boston, Massachusetts 02116  
Attention: Chief Financial Officer and General Counsel  
Telecopier No.: (617) 375-7575

with a copy to (which shall not constitute notice to ATC or ATC Parent):

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

If to ALLTEL:

ALLTEL Communications, Inc.  
 One Allied Drive  
 Little Rock, Arkansas 72202  
 Attention: President and General Counsel  
 Telecopier No.: (501) 905-0962

#### SECTION 13.4. Power of Attorney. Each and every one of the ALLTEL Companies

other than ALLTEL Inc. hereby irrevocably constitutes and appoints ALLTEL Inc. as its and their agent and attorney-in-fact to modify, amend or otherwise change or waive any and all terms, conditions and other provisions of this Agreement and any other of the Transaction Documents, to exercise on behalf of the ALLTEL Companies any options or elections granted to ALLTEL hereunder, to take all actions and execute all documents necessary or desirable to effect the terms hereof and thereof, to take all actions and execute all documents which may be necessary or desirable in connection therewith, to give and receive all consents and all notices hereunder, to negotiate, settle and compromise claims for indemnification hereunder, and to perform any other act arising out of or pertaining to this Agreement. ALLTEL Inc. hereby accepts the foregoing appointment. Nothing herein shall be deemed to make ALLTEL Inc. liable to any of the ALLTEL Companies because of service in the foregoing capacity as agent and attorney-in-fact. In performing any of its duties under this Section, ALLTEL Inc. shall not incur any Liability whatsoever to any of the ALLTEL Companies or its Affiliates. It is expressly understood and agreed that this power of attorney and the agency created hereby is coupled with an interest of the respective Parties hereto and shall be binding and enforceable on and against the respective successors and assigns of ALLTEL Inc., and each of them, and this power of attorney shall not be revoked or terminated and shall continue to be binding and enforceable in the manner provided herein.

#### SECTION 13.5. Specific Performance; Other Rights and Remedies. Each Party

recognizes and agrees that in the event the other Party should refuse to perform any of its obligations under this Agreement or any Transaction Document, the remedy at Law would be inadequate and agrees that for breach of such provisions, each Party shall, in addition to such other remedies as may be available to it at law or in equity or as provided in Article XI, 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 any Party from pursuing any other remedies available to it pursuant to the provisions

of this Agreement or applicable Law for such breach or threatened breach, including without limitation the recovery of damages, subject to the terms and conditions of Section 13.15.

SECTION 13.6. Severability. If any term or provision of this Agreement

shall be held or deemed to be, or shall in fact be, invalid, inoperative, illegal or unenforceable as applied to any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases, because of the conflicting of any provision with any Law, 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 Law, but this Agreement shall be reformed and construed in any such jurisdiction 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. Notwithstanding the foregoing, in the event of any such determination the effect of which is to affect materially and adversely any Party, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the Transactions are fulfilled and consummated to the maximum extent possible.

SECTION 13.7. Counterparts. This Agreement may be executed in several

counterparts, 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 set of such counterparts.

SECTION 13.8. Section Headings. The headings contained in this Agreement

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

SECTION 13.9. Governing Law. The validity, interpretation, construction and

performance of this Agreement shall be governed by, and construed in accordance with, the applicable Laws of the state of Delaware applicable to contracts made and performed in such state and, in any event, without giving effect to any choice or conflict of Laws provision or rule that would cause the application of domestic substantive Laws of any other jurisdiction.

SECTION 13.10. Further Acts. Each Party agrees that at any time, and from

time to time, before and after the consummation of the Transactions, it will do all such things and execute and deliver all such Transaction Documents and other assurances, as any other Party or its counsel reasonably deems necessary or desirable in order to carry out the terms and conditions of this Agreement and the Transactions or to facilitate the enjoyment of any of the rights created hereby or to be created hereunder.

SECTION 13.11. Entire Agreement. This Agreement (together with the ALLTEL

Disclosure Schedule, the Exhibits hereto, and the other documents delivered or to be delivered in connection herewith) constitutes the entire agreement of the Parties with respect to the subject

matter hereof and supersedes all prior agreements, arrangements, covenants, promises, conditions, undertakings, inducements, representations, warranties and negotiations, expressed or implied, oral or written, between the Parties, with respect to the subject matter hereof. Each of the Parties is a sophisticated Person that was advised by experienced counsel and, to the extent it deemed necessary, other advisors in connection with this Agreement. Each of the Parties hereby acknowledges that (a) none of the Parties has relied or will rely in respect of this Agreement or the Transactions upon any document or written or oral information previously furnished to or discovered by it or its representatives, other than this Agreement (or such of the foregoing as are delivered at the Closing), (b) there are no covenants or agreements by or on behalf of any Party or any of its respective Affiliates or representatives other than those expressly set forth in this Agreement and the Transaction Documents, and (c) the Parties' respective rights and obligations with respect to this Agreement and the events giving rise thereto will be solely as set forth in this Agreement and the Transaction Documents. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PARTY HERETO AGREES THAT, EXCEPT FOR THE RESPECTIVE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLES VI, VII, AND VIII OF THIS AGREEMENT, NONE OF THE PARTIES MAKES AND EACH HEREBY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND EACH HEREBY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES MADE BY ITSELF OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, FINANCIAL AND LEGAL ADVISORS OR OTHER REPRESENTATIVES, WITH RESPECT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT OR THE TRANSACTIONS, NOTWITHSTANDING THE DELIVERY OR DISCLOSURE TO THE OTHER OR THE OTHER'S REPRESENTATIVES OF ANY DOCUMENTATION OR OTHER INFORMATION WITH RESPECT TO ANY ONE OR MORE OF THE FOREGOING.

SECTION 13.12. Assignment. Neither ATC nor any ALLTEL Company nor any

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ALLTEL Guarantor may assign its rights and obligations under, or grant a security interest in, this Agreement to any Person without the consent of the other Parties hereto except that it shall inure to the benefit of and be binding upon any successor to any Party by operation of Law, including by way of mergers, consolidation or sale, transfer or other disposition of all or substantially all of its assets, including without limitation pursuant to any liquidation or dissolution; provided, however, that (a) ATC may assign all of its rights and obligations hereunder to one or more wholly-owned subsidiaries of ATC Parent and to Permitted Subleasehold Mortgagees (as defined in the Sublease) without the consent of any ALLTEL Company so long as (i) ATC fully, irrevocably and unconditionally guarantees all such obligations, and (ii) in the case of any wholly-owned subsidiary of ATC Parent, such assignee becomes a party hereto and bound by the provisions hereof, and (b) any ALLTEL Company or ALLTEL Guarantor may assign its rights and obligations hereunder, in whole or in part, to any Affiliate of such ALLTEL Company without the consent of ATC so long as (i) the assigning ALLTEL Company or ALLTEL Guarantor fully, irrevocably and unconditionally guarantees all such obligations and (ii) such assignee becomes a party hereto and bound by the provisions hereof. All references herein to any Party shall be deemed to include any successor (including a



corporate successor) to such Party. In the event that ATC Parent assigns any of its rights or interest in or to this Agreement, ATC Parent shall not be released from its liability and obligations under this Agreement.

SECTION 13.13. Parties in Interest. This Agreement shall be binding upon

and inure solely to the benefit of each Party, 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.

SECTION 13.14. Mutual Drafting. This Agreement is the result of the joint

efforts of ALLTEL and ATC, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties and there shall be no construction against any Party based on any presumption of that Party's involvement in the drafting thereof.

SECTION 13.15. [RESERVED].

SECTION 13.16. Excluded Damages. NOTWITHSTANDING THE PROVISIONS OF SECTION

11 OR ANY OTHER PROVISION TO THE CONTRARY, EACH PARTY HERETO HEREBY WAIVES THE RIGHT TO RECOVER AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST PROFITS), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES AND THE MULTIPLIED PORTION OF DAMAGES, HOWEVER ARISING, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 13.17. Expenses. The phrase "ATC and ALLTEL shall share or bear

equally the cost" and other similar expressions that appear throughout this Agreement shall mean that ATC, on the one hand, bears fifty percent (50%) of the applicable cost, and ALLTEL, on the other hand, bears fifty percent (50%) of such cost.

SECTION 13.18. Agents. In no event will either Party to this Agreement be

deemed to be or constitute the agent or representative of the other Party to this Agreement.

SECTION 13.19. Several Liability. Notwithstanding any other provision of

this Agreement to the contrary, and notwithstanding any liability or obligation that ALLTEL would have as a general partner of any of the other ALLTEL Companies under this Agreement or any Site Designation Supplement (in each case, whether or not expressly set forth herein or therein), by operation or law or otherwise, (i) the obligations of any ALLTEL Company (other than the ALLTEL Guarantors pursuant to Section 5.15) under this Agreement are several and not joint, and (ii) each of the ALLTEL Companies (other than the ALLTEL Guarantors pursuant to Section 5.15) will have no personal liability for the payment or performance of any obligation of any of the other ALLTEL Companies under this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]  
(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, all effective as of the day and year first written above.

ATC:

American Towers, Inc., a Delaware corporation

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

Name: James S. Eisenstein

Title: Executive Vice President and Chief Development Officer

ATC PARENT:

American Tower Corporation, a Delaware corporation

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

Name: James S. Eisenstein

Title: Executive Vice President and Chief Development Officer

ALLTEL INC.:

ALLTEL Communications, Inc., a Delaware corporation

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

Name: Scott T. Ford

Title: President

ALLTEL ENTITIES:

360(degrees) Communications Company

360(degrees) Communications Company of Charlottesville

360(degrees) Communications Company of Florida

360(degrees) Communications Company of Ft. Walton Beach Limited Partnership, by 360(degrees) Communications Company of Florida, its general partner

360(degrees) Communications Company of Hickory Limited Partnership by 360 Communications Company of Hickory No. 1, its general partner

360(degrees) Communications Company of Lynchburg

360(degrees) Communications Company of Nevada Limited Partnership by ALLTEL Communications, Inc., its general partner

360(degrees) Communications Company of New Mexico

360(degrees) Communications Company of North Carolina No. 1

360(degrees) Communications Company of Ohio No. 4  
360(degrees) Communications Company of South Carolina No. 1  
360(degrees) Communications Company of Texas Limited  
Partnership by 360 Communications Company, its general  
partner  
360(degrees) Communications Company of Virginia  
360(degrees) Communications Company Tennessee No. 2  
Aliant Cellular, Inc.  
ALLTEL Alabama Limited Partnership  
by ALLTEL Corporate Services, Inc., its general partner  
ALLTEL Mobile Communications of the Carolinas, Inc.  
ALLTEL Ohio Limited Partnership  
by 360(degrees) Communications Company of Petersburg,  
its general partner  
ALLTEL Wireless Holdings, L.L.C.  
Florida RSA 9 Limited Partnership  
by ALLTEL Communications, Inc., its general partner  
Georgia RSA 14 Cellular Partnership  
by ALLTEL Communications, Inc., its general partner  
Greenville MSA Limited Partnership  
by TeleSpectrum, Inc., its general partner  
Kansas RSA 15 Limited Partnership  
by 360(degrees) Communications Company of Nebraska, its  
general partner  
Liberty Cellular, Inc.  
New York NewCo Subsidiary, Inc.  
North Carolina RSA 15 North Sector Limited Partnership  
by 360(degrees) Communications Company, its general  
partner  
North Carolina RSA 6 Limited Partnership  
by 360(degrees) Communications Company of North  
Carolina No. 1, its general partner  
Ohio Cellular RSA Limited Partnership  
by 360(degrees) Communications Company of Ohio No. 3,  
its general partner  
Radiofone, Inc.  
RCTC Wholesale Corporation  
TeleSpectrum, Inc.  
TeleSpectrum of Virginia, Inc.  
Tennessee RSA 8 Limited Partnership  
by 360(degrees) Communications Company of Tennessee No.  
1, its general partner  
Texas RSA #10B-2 Limited Partnership  
by 360(degrees) Communications Company of Texas No.2,  
its general partner

Texas RSA 10B4 Limited Partnership  
by 360(degrees) Communications Company, its general partner  
Texas RSA 9B3 Limited Partnership  
by 360(degrees) Communications Company, its general partner  
Virginia Metronet, Inc.  
Virginia RSA 1 Limited Partnership  
by 360(degrees) Communications Company of Virginia No. 1, its  
general partner

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

Name: Scott T. Ford  
Title: President

ALLTEL GUARANTORS:

Each of the undersigned Affiliates of ALLTEL Inc. hereby executes and delivers this Agreement as an ALLTEL Guarantor solely for the purpose of guaranteeing, jointly and severally, the ALLTEL Obligations in accordance with the terms and conditions of Sections 5.15, 6.1(d), and 13.19, and each agrees to be bound by the provisions of Sections 5.15, 6.1(d), 13.12 and 13.19 with the same force and effect as if each were specifically named as an ALLTEL Guarantor in the above Agreement, such guaranty being in addition to its rights and obligations as an ALLTEL Entity, if applicable.

360(degrees) Communications Company  
360(degrees) Communications Company of Charlottesville  
360(degrees) Communications Company of Florida

360(degrees) Communications Company of Ft. Walton Beach Limited  
Partnership  
360(degrees) Communications Company of Hickory Limited Partnership  
360(degrees) Communications Company of Lynchburg  
360(degrees) Communications Company of Nevada Limited Partnership  
360(degrees) Communications Company of New Mexico  
360(degrees) Communications Company of North Carolina No. 1  
360(degrees) Communications Company of Ohio No. 4

360(degrees) Communications Company of South Carolina No. 1  
360(degrees) Communications Company of Texas Limited Partnership  
by 360(degrees) Communications Company, its general partner  
360(degrees) Communications Company of Virginia  
360(degrees) Communications Company Tennessee No. 2  
Aliant Cellular, Inc.  
ALLTEL Alabama Limited Partnership  
by ALLTELL Corporate Services, Inc., its general partner  
ALLTEL Mobile Communications of the Carolinas, Inc.  
ALLTEL Ohio Limited Partnership  
by 360(degrees) Communications Company of Petersburg, its general  
partner  
ALLTEL Wireless Holdings, L.L.C.  
Florida RSA 9 Limited Partnership  
by ALLTELL Communications, Inc., its general partner  
Georgia RSA 14 Cellular Partnership  
by ALLTELL Communications, Inc., its general partner  
Greenville MSA Limited Partnership  
by TeleSpectrum, Inc., its general partner  
Kansas RSA 15 Limited Partnership  
by 360(degrees) Communications Company of Nebraska, its general  
partner  
Liberty Cellular, Inc.  
New York NewCo Subsidiary, Inc.  
North Carolina RSA 15 North Sector Limited Partnership  
by 360(degrees) Communications Company, its general partner  
North Carolina RSA 6 Limited Partnership  
by 360(degrees) Communications Company of North Carolina No. 1,  
its general partner  
Ohio Cellular RSA Limited Partnership  
by 360(degrees) Communications Company of Ohio No.3, its general  
partner  
Radiofone, Inc. (a Louisiana corporation)  
Radiofone, Inc. (a Tennessee corporation)  
RCTC Wholesale Corporation  
TeleSpectrum, Inc.  
TeleSpectrum of Virginia, Inc.  
Tennessee RSA 8 Limited Partnership  
by 360(degrees) Communications Company of Tennessee No.1, its  
general partner  
Texas RSA #10B-2 Limited Partnership  
by 360(degrees) Communications Company of Texas No.2, its general  
partner

Texas RSA 10B4 Limited Partnership  
by 360(degrees) Communications Company, its general partner  
Texas RSA 9B3 Limited Partnership  
by 360(degrees) Communications Company, its general partner  
Virginia Metronet, Inc.  
Virginia RSA 1 Limited Partnership  
by 360(degrees) Communications Company of Virginia No. 1, its general  
partner  
360(degrees) Communications Company of Ohio No. 1  
360(degrees) Communications Company of Ohio No. 2  
360(degrees) Communications Company of Ohio No. 3  
360(degrees) Communications Company of Pennsylvania No. 1  
Petersburg Cellular Telephone Company, Inc.  
360(degrees) Communications Company of South Carolina No. 2  
360(degrees) Communications Company of Texas No. 1  
360(degrees) Communications Company of Texas No. 3  
360(degrees) Communications Company of Virginia No. 1

By: \_\_\_\_\_  
Name: Scott T. Ford  
Title: President

EXHIBIT A-1

LIST OF EXISTING SITES

SEE ATTACHED.

EXHIBIT A-2

LIST OF POTENTIAL EXISTING SITES

SEE ATTACHED.



EXHIBIT B

LIST OF ALLTEL ENTITIES

360(degrees) Communications Company  
360(degrees) Communications Company of Charlottesville  
360(degrees) Communications Company of Florida  
360(degrees) Communications Company of Ft. Walton Beach Limited Partnership  
360(degrees) Communications Company of Hickory Limited Partnership  
360(degrees) Communications Company of Lynchburg  
360(degrees) Communications Company of Nevada Limited Partnership  
360(degrees) Communications Company of New Mexico  
360(degrees) Communications Company of North Carolina No. 1  
360(degrees) Communications Company of Ohio No. 4  
360(degrees) Communications Company of South Carolina No. 1  
360(degrees) Communications Company of Texas Limited Partnership  
360(degrees) Communications Company of Virginia  
360(degrees) Communications Company Tennessee No. 2  
Aliant Cellular, Inc.  
ALLTELL Alabama Limited Partnership  
ALLTELL Mobile Communications of the Carolinas, Inc.  
ALLTELL Ohio Limited Partnership  
ALLTELL Wireless Holdings, L.L.C.  
Florida RSA 9 Limited Partnership  
Georgia RSA 14 Cellular Partnership  
Greenville MSA Limited Partnership  
Kansas RSA 15 Limited Partnership  
Liberty Cellular, Inc.  
New York NewCo Subsidiary, Inc.  
North Carolina RSA 15 North Sector Limited Partnership  
North Carolina RSA 6 Limited Partnership  
Ohio Cellular RSA Limited Partnership  
Radiofone, Inc.  
RCTC Wholesale Corporation  
TeleSpectrum, Inc.  
TeleSpectrum of Virginia, Inc.  
Tennessee RSA 8 Limited Partnership  
Texas RSA #10B-2 Limited Partnership  
Texas RSA 10B4 Limited Partnership  
Texas RSA 9B3 Limited Partnership  
Virginia Metronet, Inc.  
Virginia RSA 1 Limited Partnership  
360(degrees) Communications Company of North Carolina Limited Partnership

ALLTEL Cellular Associates of Arkansas Limited Partnership  
ALLTEL Cellular Associates of South Carolina Limited Partnership  
ALLTEL Central Arkansas Cellular Limited Partnership  
ALLTEL Missouri RSA #14 Limited Partnership  
ALLTEL Northern Arkansas RSA Limited Partnership  
Arkansas RSA #2 (Searcy County) Cellular Limited Partnership  
Baton Rouge Cellular Telephone Company  
Charleston-North Charleston MSA Limited Partnership  
Fayetteville MSA Limited Partnership  
Florida RSA #1B (Naples) Limited Partnership  
Georgia RSA 12 Cellular Partnership  
Georgia RSA 8 Cellular Partnership  
Las Cruces Cellular Telephone Company  
Missouri RSA #15 Limited Partnership  
Missouri RSA #2 Partnership  
Missouri RSA #4 Limited Partnership  
North Carolina RSA #15 Limited Partnership  
North Carolina RSA #5 Cellular Partnership  
Northwest Arkansas RSA Limited Partnership  
Ohio RSA #3 Limited Partnership  
Ohio RSA 2 Limited Partnership  
Ohio RSA 5 Limited Partnership  
Ohio RSA 6 Limited Partnership  
Oklahoma RSA #4 South Partnership  
Pennsylvania RSA No. 6(1) Limited Partnership  
Petersburg Cellular Partnership  
Raleigh-Durham MSA Limited Partnership  
South Carolina RSA #3 Cellular General Partnership  
South Carolina RSA #7 Cellular General Partnership  
South Carolina RSA #9 Cellular General Partnership  
South Carolina RSA No. 2 Cellular General Partnership  
South Carolina RSA No. 4 Cellular General Partnership  
South Carolina RSA No. 5 Cellular General Partnership  
South Carolina RSA No. 6 Cellular General Partnership  
South Carolina RSA No. 8 Cellular General Partnership  
Texas RSA #11B Limited Partnership  
Texas RSA 7B2 Limited Partnership  
Toledo MSA Limited Partnership  
Tuscon 21 Limited Partnership  
Tyler/Longview/Marshall MSA Limited Partnership  
Virginia RSA 2 Limited Partnership  
Youngstown-Warren MSA Limited Partnership

EXHIBIT C

FORM OF JOINDER TO AGREEMENT

This Joinder to that certain Agreement to Sublease dated December 19, 2000 by and among ALLTEL Communications, Inc., the ALLTEL Entities (as defined therein), and American Towers, Inc. and American Tower Corporation ("Agreement") is executed by the undersigned in accordance with the provisions of the Agreement. The undersigned hereby joins in the execution and delivery of the Agreement, makes the applicable representations set forth in the Agreement, and agrees that the undersigned shall be deemed to be one of the ALLTEL Companies for all purposes under the Agreement. The undersigned agrees to be bound by all terms, covenants and conditions contained in the Agreement, as one of the ALLTEL Companies, as if the undersigned were an original party to the Agreement.

Date: \_\_\_\_\_

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

AGREED TO AND ACKNOWLEDGED BY:                      AGREED TO AND ACKNOWLEDGED BY:

\_\_\_\_\_  
\_\_\_\_\_

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

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

EXHIBIT D  
FORM OF SUBLEASE

See attached.

EXHIBIT E

FORM OF ASSIGNMENT OF GROUND LEASES

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE ("Assignment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ ("Transfer Date") by \_\_\_\_\_ ("Assignor") and American Towers, Inc. ("Assignee").

PRELIMINARY STATEMENT

On the \_\_\_\_ day of \_\_\_\_, \_\_\_\_, \_\_\_\_\_, ("Ground Lessor"), as lessor, and Assignor, as lessee, entered into that certain \_\_\_\_\_ ("Ground Lease") for that certain parcel of real property ("Real Property") located in the County of \_\_\_\_\_, State of \_\_\_\_, which Real Property is more particularly described in Exhibit "A" attached hereto.  
-----

In consideration of the mutual covenants contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. ASSIGNMENT. As of the Transfer Date, Assignor hereby assigns and -----  
transfers all of its rights, title, claim and interest in, to and under the Ground Lease to Assignee and its successors and assigns.

2. ACCEPTANCE OF ASSIGNMENT. Assignee, as of the Transfer Date, -----  
hereby accepts the foregoing assignment of the Ground Lease and assumes all of the Assignor's liabilities, obligations and duties under the Ground Lease that arise or relate to the period after the Transfer Date.

3. BINDING EFFECT. This Assignment will be binding on and inure to -----  
the benefit of the parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

4. GOVERNING LAW. This Assignment will be governed by and construed -----  
in accordance with the internal laws of the State in which the Real Property is located without regard to principles of conflicts of laws.

5. COUNTERPARTS. This Assignment may be executed in two or more -----  
counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. SUPERSEDING AGREEMENTS. In the event any term hereof conflicts -----  
with the terms of the Agreement to Sublease dated as of December 19, 2000, by and among ALLTEL Communications, Inc, the ALLTEL Entities, Assignee and American Tower Corporation (the "Agreement to Sublease"), the terms of the Agreement to Sublease shall prevail.

7. CAPITALIZED TERMS. For purposes of this Assignment, all  
-----  
capitalized terms not otherwise defined herein shall have the meaning ascribed  
to them in the Agreement to Sublease.

THIS ASSIGNMENT has been executed by Assignor and Assignee on the  
Transfer Date.

ASSIGNOR:

\_\_\_\_\_

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

Printed Name:\_\_\_\_\_

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

ASSIGNEE:

AMERICAN TOWERS, INC.

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

Printed Name:\_\_\_\_\_

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

[Add appropriate notary]

EXHIBIT F

FORM OF ASSIGNMENT OF EXISTING TENANT LEASES

ASSIGNMENT AND

ASSUMPTION OF EXISTING TENANT LEASES

THIS AGREEMENT ("Agreement") dated as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ is entered into by and among \_\_\_\_\_, a \_\_\_\_\_ ("Assignor"), and AMERICAN TOWERS, INC., a Delaware corporation ("Assignee").

Recitals:

WHEREAS, in accordance with the terms and conditions of that certain Agreement to Sublease dated as of December 19, 2000, by and among ALLTEL Communications, Inc, the ALLTEL Entities, Assignee and American Tower Corporation (the "Agreement to Sublease"), Assignee agreed to sublease from Assignor certain Sites and certain associated assets used and useful in the operation of the Sites and agreed to assume certain obligations of Assignor.

Agreement:

NOW, THEREFORE, in accordance with the Agreement to Sublease and for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. For purposes of this Agreement, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement to Sublease.

2. Assignor does hereby irrevocably transfer and assign to Assignee all of the rights, interest, liabilities, obligations and duties of Assignor under the Existing Tenant Leases described in Schedule A attached hereto and Assignee

hereby assumes and agrees to pay, perform and discharge when due all of the liabilities, obligations, and duties of Assignor under the Existing Tenant Leases described in Schedule A attached hereto arising on or after the date

hereof.

3. The parties hereto do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as either of the parties hereto may reasonably require to consummate the transactions contemplated

hereunder.

4. In the event any term hereof conflicts with the terms of the Agreement to Sublease, the terms of the Agreement to Sublease shall prevail.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed and delivered in its name and on its behalf, as of the date first above written.

ASSIGNOR

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

AMERICAN TOWERS, INC.

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



COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

On \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, to me personally known, who, by me duly sworn (or affirmed) did say that he is Vice President of American Towers, Inc. and that the instrument was signed on behalf of said corporation by authority of its board of directors and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of such corporation.

WITNESS my hand and official seal.

SIGNATURE: \_\_\_\_\_

Notary Public  
My Commission expires \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, to me personally known, who, by me duly sworn (or affirmed) did say that he is \_\_\_\_\_ of \_\_\_\_\_, [the general partner of \_\_\_\_\_] and that the instrument was signed on behalf of said corporation by authority of its board of directors and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of such corporation.

WITNESS my hand and official seal.

SIGNATURE: \_\_\_\_\_

Notary Public  
My Commission expires \_\_\_\_\_

EXHIBIT G

FORM OF OPINION LETTER FROM ALLTEL'S COUNSEL

See attached.

EXHIBIT H

FORM OF OPINION LETTER FROM ATC'S COUNSEL

See attached.

EXHIBIT I  
FORM OF REQUIRED OASIS INFORMATION

See attached.

EXHIBIT J

FORM OF ASSUMPTION OF CONTRACTUAL OBLIGATIONS

ASSIGNMENT AND

ASSUMPTION OF CONTRACTS AGREEMENT

THIS AGREEMENT ("Agreement") dated as of this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ is entered into by and between \_\_\_\_\_, a \_\_\_\_\_ corporation ("Assignor"), and AMERICAN TOWERS, INC., a Delaware corporation ("Assignee").

Recitals:

WHEREAS, in accordance with the terms and conditions of that certain Agreement to Sublease dated as of December 19, 2000, by and among ALLTEL Communications, Inc, the ALLTEL Entities, Assignee and American Tower Corporation (the "Agreement to Sublease"), Assignee agreed to sublease from Assignor certain Sites and certain associated assets used and useful in the operation of the Sites and agreed to assume certain obligations of Assignor.

Agreement:

NOW, THEREFORE, in accordance with the Agreement to Sublease and for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. For purposes of this Agreement, all capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement to Sublease.

2. Assignor does hereby irrevocably transfer and assign to Assignee all of the rights, interest, liabilities, obligations and duties of Assignor under the Contracts described in Schedule A attached hereto and Assignee hereby

assumes and agrees to pay, perform and discharge when due all of the liabilities, obligations, and duties of Assignor under the Contracts described in Schedule A attached hereto arising on or after the date hereof.

3. The parties hereto do hereby agree to perform, execute and/or deliver or cause to be performed, executed and/or delivered any and all such further agreements and assurances as

either of the parties hereto may reasonably require to consummate the transactions contemplated hereunder.

4. In the event any term hereof conflicts with the terms of the Agreement to Sublease, the terms of the Agreement to Sublease shall prevail.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed and delivered in its name and on its behalf, as of the date first above written.

ASSIGNOR

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

AMERICAN TOWERS, INC.

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

EXHIBIT K

FORM OF  
NOTICE OF MODIFICATION OR ADDITION OF ALLTEL EQUIPMENT

TO: AMERICAN TOWER

\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

In accordance with ALLTEL's obligations under Section 5.17 of the Agreement to Sublease dated December 19, 2000 by and among ALLTEL Communications, Inc., the ALLTEL Entities, American Tower Corporation, and American Towers, Inc. ("ATC"), this letter serves as notice to ATC that on \_\_\_\_\_ ALLTEL completed certain changes, modifications or additions of ALLTEL equipment at the following Site:

Site Name: \_\_\_\_\_  
Site Address: \_\_\_\_\_  
Site Coordinates: \_\_\_\_\_  
ALLTEL Site Number (if any): \_\_\_\_\_

Exhibit 1 attached hereto describes the ALLTEL equipment installed at such Site prior to the recent change, modification, or addition (which Exhibit must be completed in full by ALLTEL where applicable).

Exhibit 2 attached hereto describes the ALLTEL equipment installed currently at such Site following such change, modification, or addition on the date identified above (which Exhibit must be completed in full by ALLTEL where applicable).

The work performed by ALLTEL at this Site was: (PLEASE CHECK ONE)

- ☐ a physical modification of existing equipment on the Site (this Notice is not required for replacements with identical equipment or simple adjustments to existing equipment as long as the location of the equipment is not changed --for example, no Notice is required for downtilting)
- ☐ a replacement of existing equipment on the Site (Tower, shelter or other parts of the Site other than replacements with identical equipment)
- ☐ addition of new equipment (other than within ALLTEL's existing buildings or shelters)

IS ALLTEL THE ONLY USER OF THIS SITE/TOWER: (Check one) \_\_\_\_ YES or \_\_\_\_ NO

For additional information, please contact the following ALLTEL Representative:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

ALLTEL: \_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



EXHIBIT 1  
-----

ALLTEL EQUIPMENT EXISTING PRIOR TO MODIFICATION OR ADDITION

SEE ATTACHED

EXHIBIT 2  
-----

ALLTEL EQUIPMENT FOLLOWING MODIFICATION OR ADDITION

SEE ATTACHED

EXHIBIT L  
EXCLUDED SITES

See attached.

EXHIBIT M  
[RESERVED]

EXHIBIT N-1

SITES TO BE COMPLETED BY ALLTEL (ZONED SITES)

See attached.

EXHIBIT N-2

POTENTIAL SITES TO BE COMPLETED BY ALLTEL (ZONED SITES)

See attached.

EXHIBIT 0-1

LIST OF IN PROGRESS SITES

See attached.

EXHIBIT 0-2

LIST OF POTENTIAL IN PROGRESS SITES

See attached.



BUILD TO SUIT AGREEMENT

---

PREAMBLE:  
-----

This Build to Suit Agreement is entered into as of this 19th day of December, 2000 (the "Effective Date") by and among ALLTEL COMMUNICATIONS, INC., a Delaware corporation ("ALLTEL Inc.") and the ALLTEL Entities (ALLTEL Inc. and the ALLTEL Entities being each referred to herein individually as "ALLTEL" and collectively as the "ALLTEL Companies"), AMERICAN TOWERS, INC., a Delaware corporation ("ATC") and AMERICAN TOWER CORPORATION, a Delaware corporation ("ATC Parent").

RECITALS:

WHEREAS, ALLTEL desires that ATC identify, develop, acquire and construct new Tower communication sites within specified search areas designated by ALLTEL in the Territory for the non-exclusive use and occupancy by ALLTEL pursuant to the MLA; and

WHEREAS, ATC desires to identify, acquire, develop and construct new Tower communication sites for profit within the Territory as BTS Sites based upon search areas or site locations designated by ALLTEL in accordance with this Agreement, and

WHEREAS, ATC and ALLTEL desire to enter into this Agreement to set forth their respective duties and responsibilities pertaining to such identification, design, construction and installation and other matters relating thereto;

NOW, THEREFORE, for and in consideration of the mutual agreements made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

Capitalized terms used in this Agreement and not otherwise defined shall have the respective meanings set forth in Exhibit A attached to this Agreement  
-----  
and incorporated herein by reference.

ARTICLE 2  
SCOPE OF WORK;  
NATURE OF ENGAGEMENT

SECTION 2.01. Nature of Engagement

(a) During the Term, each of the ALLTEL Companies hereby grants to ATC and its Affiliates the sole and exclusive right to construct all new Towers (including all Services associated thereto) subject to the terms and conditions of this Agreement. Provided the Minimum Included Sites is met, the ALLTEL Companies agree to enter into at least fifty (50) Licenses for BTS Sites (excluding any License terminated as a result of a rejection of the associated BTS Site by ATC in accordance with Section 3.02), in the aggregate, on or before the first anniversary of the Effective Date and the ALLTEL Companies agree to enter into at least fifty (50) Licenses for BTS Sites (excluding any License terminated as a result of a rejection of the associated BTS Site by ATC in accordance with Section 3.02), in the aggregate, on or before the second anniversary of the Effective Date (in each case, including In Progress Sites transferred to this Agreement or directly to the MLA) (each, an "ALLTEL Review Minimum"). If (i) the ALLTEL Companies do not meet an ALLTEL Review Minimum and (ii) the Minimum Included Sites is met, the ALLTEL Companies will be subject to the provisions of Section 5.02(b). ATC hereby accepts such engagement in accordance with the terms and conditions of this Agreement.

(b) Upon the mutual written agreement of the Parties and notwithstanding the provisions of the Agreement to Sublease, an In Progress Site may be transferred to ATC at any Closing or at any time prior to or following any Closing (but in no event after the Final Closing) prior to the completion of construction by ALLTEL of such In Progress Site. In such event, (i) the affected In Progress Site shall be governed by the terms and conditions of this Agreement and shall be deemed a BTS Site hereunder from and after the assignment of such BTS Site to ATC and payment of the applicable Purchase Price; (ii) the transfer of such In Progress Site to ATC shall be subject to the terms and conditions of the Agreement to Sublease until such time as such In Progress Site has been assigned to ATC, including, without limitation, any rights that ATC may have thereunder with respect to designating such In Progress Site as an Excluded Site thereunder, and (iii) following such assignment, ATC shall perform the Services hereunder with respect to such In Progress Site as a BTS Site to the extent that the provisions hereof are relevant and appropriate with respect to the remaining Services, if any, to be performed hereunder by ATC with respect to such In Progress Sites.

(c) ALLTEL shall license from ATC, and ATC shall license to ALLTEL, certain space, for the operation of the ALLTEL Equipment at all Completed BTS Sites pursuant to a License in accordance with the terms and conditions of the MLA and this Agreement with respect to BTS Sites. ALLTEL acknowledges that ATC shall have the right to license any other area of any BTS Site (other than the Licensed Space) to other tenants, on any terms and conditions acceptable to ATC, subject to ATC's obligations to ALLTEL under the License.

(d) During the Term of this Agreement, if ALLTEL enters into a License for space on an ATC Existing Site as the anchor tenant by being the first tenant to enter into a mutually

executed License for such site prior to the time that ATC files for zoning approval for the construction of such site as a new Tower site (commonly known as a build-to-fill site or a speculative site), then such site shall be counted toward the ALLTEL Review Minimum, if applicable, for the appropriate year and, if applicable, the Penalty Review Minimum, as one half (1/2) of a BTS Site (notwithstanding the fact that this Agreement shall not be applicable to such site).

SECTION 2.02. Scope of Work; Services. ATC shall perform the Services (including, without limitation, construct each BTS Site and install ALLTEL Equipment thereon) in accordance with the terms of this Agreement, the Scope of Work attached hereto as Exhibit B, the applicable Site Schedule, and the

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applicable Specifications. The Scope of Work describes the applicable activities, time frames and responsibilities for both ALLTEL and ATC associated with the Services. Should any duties and responsibilities in the Scope of Work, Site Schedule or Exhibits conflict with duties and responsibilities in the body of this Agreement, the body of this Agreement shall control.

SECTION 2.03. Site Acquisition Services for Non-BTS Sites. During the Term, ATC shall have the right to bid on any site identification, site acquisition, site development and site zoning services required by ALLTEL within the Territory for its efforts to co-locate its services at any communication facility that is not a BTS Site and ATC will be considered equally with all other bidders. Notwithstanding the foregoing, ALLTEL reserves its right to solicit offers and to contract with other persons or entities to perform the foregoing services for sites that are not and will not be BTS Sites so long as ATC is given an opportunity to submit a bid for ALLTEL's good faith consideration.

SECTION 2.04. Relationship. The Parties agree to reasonably cooperate with each other in the performance of this Agreement. ALLTEL and ATC, in the performance of this Agreement, will be acting in their individual capacities and not as employees, partners, joint venturers, agents or associates of one another. In the performance of this Agreement, ATC is, and shall at all times be, an independent contractor. Nothing contained in this Agreement creates the relationship of a joint venture, partnership, association or agency between the Parties. No Party shall have any authority to bind or otherwise obligate the other. Persons retained by either Party as employees or agents shall not, solely by reason thereof, be deemed to be employees or agents of the other Party.

SECTION 2.05. Personnel; Subcontractors.

(a) ATC shall, at its own cost and expense, employ only competent and able personnel for the performance of the Services and all of ATC's obligations under this Agreement, including, without limitation, contractors and subcontractors that are properly licensed and legally qualified to perform the Services hereunder. ATC shall, at all times during the term of this Agreement, keep a sufficient number of qualified personnel to the extent required to Complete each BTS Site by the Completion Date set forth in the applicable Site Schedule. ATC and ALLTEL, respectively, shall assign no less than one (1) national key manager to manage, supervise and be responsible for the timely performance of each Party's respective obligations hereunder.

(b) It is specifically agreed by the Parties that ATC will be entitled to subcontract with third parties selected by ATC for all or any portion of the Services and to appoint such third parties to discharge any other obligations to be performed in connection with the construction or development of the Sites; provided, however, that ATC shall not be relieved of any of its obligations hereunder as a result thereof. Upon ALLTEL's written request, ATC shall make available to ALLTEL a list of ATC's principal contractors and subcontractors, and ALLTEL shall have the right to reasonably request in writing that one or more particular contractor(s) or subcontractor(s) be removed from the list with respect to Services hereunder, in which case ATC shall not use such contractor(s) and/or subcontractor(s) to perform any Services or other obligations of ATC pursuant to this Agreement.

(c) ATC will be solely responsible for the actions and conduct of all its employees, agents, advisors, contractors and subcontractors. ATC will ensure that anything related to its employees, agents, advisors, contractors or subcontractors shall be in compliance with Law.

(d) ALLTEL reserves the right to reasonably require from ATC the immediate removal of or exclusion from any person from providing any portion of the Services hereunder, at ALLTEL's reasonable discretion and following prior written notice, who (i) engages in any misconduct, (ii) is incompetent or (iii) is negligent in the performance of his or her duties. ATC shall be responsible for any additional costs arising in connection with any removal or exclusion reasonably requested pursuant to this Section 2.04(d).

(e) On or about November 15 of each year of the Term, ALLTEL and ATC will meet to review the estimated number and general geographic area for BTS Sites for the subsequent calendar year. Such review will be a status and planning review only.

### ARTICLE 3

#### NOTICE TO PROCEED; REJECTION RIGHTS

##### SECTION 3.01. Issuance of a NTP for BTS Sites.

(a) In the event that ALLTEL has determined, in good faith, that it desires the construction of a Tower upon which the ALLTEL Equipment can be installed, ALLTEL shall deliver to ATC a completed NTP in the form attached hereto as Exhibit E, together with the radio frequency search areas (in the form

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of a street map with the precise search area border drawn upon it) within the Territory (each a "Search Ring") and the Specifications. ATC shall inform ALLTEL in writing within fifteen (15) Business Days upon receipt of such NTP whether it accepts such engagement or, in accordance with Section 3.02, rejects such NTP; provided, however, that in the event that ALLTEL offers ATC more than ten (10) NTPs during any given consecutive seven (7) day period, ATC shall be entitled to an additional five (5) Business Days for each group of up to ten (10) NTPs in excess of the initial ten (10) NTPs during that period. In the event that ATC fails to respond, in writing, to ALLTEL within the foregoing time periods, the associated NTP shall be deemed accepted by ATC.

(b) Upon the acceptance (or deemed acceptance) of an NTP by ATC, ATC shall be bound to perform the Services set forth in this Agreement with respect to such NTP and ATC shall commence the performance of the Services in accordance with the Scope of Work, applicable Site Schedules, the Specifications and this Agreement.

#### SECTION 3.02. Rejection of NTPs and BTS Sites by ATC.

(a) Notwithstanding anything to the contrary in this Agreement, ATC may elect to reject an NTP or not to construct a BTS Site after its acceptance (or deemed acceptance) thereof, upon written notice of such rejection from ATC to ALLTEL but prior to the commencement of construction of the Tower for any of the following reasons and within the following time periods:

(i) Within 60 calendar days following ALLTEL's selection of a Site Candidate or within ten (10) calendar days following ATC's receipt of Zoning Approval, in the event that ATC reasonably determines, in good faith, that the aggregate construction and development cost (excluding land purchase and/or lease costs) for such BTS Site is reasonably likely to exceed Two Hundred Twenty-Five Thousand Dollars (\$225,000) (which limit will be increased by 5% on each anniversary of the Effective Date);

(ii) Within 60 calendar days following ALLTEL's selection of a Site Candidate, if ATC, after using commercially reasonable good faith efforts to do so, does not or can not obtain, in its sole but reasonable discretion, acceptable title, access, land use rights or environmental conditions at the affected BTS Site;

(iii) Within 60 calendar days following ALLTEL's selection of a Site Candidate, if after commercially reasonable good faith efforts by ATC to negotiate with a potential Ground Lessor, such Ground Lessor insists upon (A) rent or other payments to the Ground Lessor that ATC reasonably believes to be substantially above the then-current market rate for the associated geographic area, (B) any form of revenue sharing or payment to the Ground Lessor based on third party leasing, or (C) a leased area of less than 3,000 square feet;

(iv) Within 60 calendar days following ALLTEL's selection of a Site Candidate, if ATC is unable, after exercising commercially reasonable good faith efforts, to secure a Ground Lease that does not contain subleasing or use restrictions that would not permit ATC to freely market the BTS Site to third party tenants (for example, consent to subleasing or limitation on equipment or building installations);

(v) If despite ATC's diligent efforts (including, but not limited to, the timely filing of all applications and excluding any appeals that are not administrative appeals), Zoning Approval or necessary Permits are not issued by the applicable Governmental Authorities or cannot be or are not completed within 270 days after the acceptance (or deemed acceptance) of an NTP by ATC;

(vi) On or before the tenth (10<sup>th</sup>/) calendar day following ALLTEL's selection of a Site Candidate, in the event that an available site location which can reasonably accommodate the ALLTEL Equipment is located within the Search Ring of the proposed BTS Site that meets or exceeds the Specifications and so long as such alternative site location can be leased or licensed by ALLTEL on commercially reasonable terms and in a timely manner; and

(vii) Within ten (10) calendar days following ATC's receipt of Zoning Approval, if such Zoning Approval requires the construction of a stealth or camouflage Tower or Tower that can only accommodate ALLTEL's requested installation;

(b) Any and all costs and expenses incurred by ATC prior to its election to reject such BTS Site or any NTP pursuant to Section 3.02(a) shall remain the sole responsibility and liability of ATC; provided, however, that in the event that ALLTEL directs the assignment of such BTS Site to ALLTEL or a third party in accordance with Section 3.02(c), ALLTEL shall reimburse ATC for all of its reasonable and accountable out of pocket costs and expenses associated with or directly related to the identification, acquisition, development, and construction of such rejected BTS Site prior to any such assignment.

(c) Any BTS Site rejected by ATC pursuant to Section 3.02(a) shall no longer be a BTS Site for the purposes of this Agreement. In the event that ATC rejects a BTS Site and ALLTEL desires to pursue an alternative site or Site Candidate other than the rejected BTS Site, ATC shall have the right to provide Services in accordance with the terms and conditions of this Agreement with respect to any such alternative site. ALLTEL shall be free to pursue such rejected Site or any other site (subject to the immediately preceding sentence, with respect to any alternative site) within the Search Ring (or cause a third party to pursue such Site or any other site (subject to the immediately preceding sentence, with respect to any alternative site) within the Search Ring) without any further obligation to ATC hereunder with respect to such BTS Site notwithstanding the provisions of Section 2.01(a); provided, however, that in the event that ATC rejects a BTS Site after the execution of a Ground Lease or acquisition of a fee simple interest in the land on which the BTS Site was to be built and notifies ALLTEL of the existence thereof in ATC's rejection notice, ALLTEL shall notify ATC no more than ten (10) Business Days following its receipt of ATC's rejection notice (and notification of any such Ground Lease or fee simple interest in the land on which such BTS Site was to be build) if ALLTEL desires that ATC assign any and all of its rights associated with the BTS Site to ALLTEL (or a third party designated by ALLTEL), and if ALLTEL so notifies ATC, ATC shall assign any and all of its rights associated with the BTS Site to ALLTEL or such third party, subject to Section 3.02(b) with respect to reimbursement of ATC's costs.

(d) In the event that ATC elects to reject any BTS Site in accordance with this Section 3.02 any applicable License associated with such BTS Site shall automatically be terminated without any further action by any Party; provided, however, that upon the written request of either Party, both Parties agree to execute any instrument reasonably requested to evidence such termination.

## ARTICLE 4

### COMPENSATION

SECTION 4.01. Compensation. Other than the Pass-Through Expenses and as otherwise expressly set forth in Section 3.02(b), this Article 4 and Paragraph II(B) of Exhibit B, ATC's entire compensation for the Services provided pursuant to this Agreement will be the payment of the BTS Rent by ALLTEL pursuant to the MLA.

SECTION 4.02. Allocation of Site Costs. Other than the Pass-Through Expenses and as otherwise expressly set forth in Sections 3.02(b) and 6.01 and this Article 4, ATC shall be responsible for all of its costs and expenses associated with the Services.

SECTION 4.03 Installation Services. With respect to all BTS Sites, ATC shall have the right of first offer to perform Installation Services at all BTS Sites as follows:

(a) ALLTEL shall deliver its plans, specifications and installation bid parameters to ATC, either, at ALLTEL's election, (x) at the same time that ALLTEL delivers its request for a proposal for such services to other vendors, or (y) exclusively to ATC, and

(i) in the event that ALLTEL delivers its request for proposal exclusively to ATC (which fact must be conspicuously disclosed to ATC within the associated request for proposal), ATC shall submit a bid to ALLTEL in accordance with the reasonable time and delivery requirements set forth in such request for proposal (notwithstanding the provisions of Section 12.01 which shall not be applicable to this Section 4.03, and for a period beginning on the date after the deadline provided in the request for proposal and for five (5) business days thereafter (unless ATC fails to submit a bid within the period of time reasonably required in the associated request for proposal, it being understood that ATC's failure to submit a definitive bid to perform such services shall be deemed an election not to perform the Installation Services) ATC and ALLTEL agree to engage in good faith negotiations with respect to the pricing and scope of work.

(ii) in the event that ALLTEL delivers its request for proposal to ATC together with its submission to other vendors (or in the event that ALLTEL fails to conspicuously note in the associated request for proposal that ALLTEL is not requesting any bids from any other vendors for such work), ATC may submit a bid to ALLTEL in accordance with the reasonable time and delivery requirements set forth in such request for proposal (notwithstanding the provisions of Section 12.01 which shall not be applicable to this Section 4.03), and for a period beginning on the date after the deadline provided in the request for proposal and for five (5) business days thereafter (unless ATC elects not to perform the Installation Services, which ATC agrees to promptly confirm in writing), ATC and ALLTEL agree to engage in good faith negotiations with respect to the pricing and scope of work.

(b) If ALLTEL and ATC have not agreed on the pricing following the expiration of the five (5) business day negotiation period (or in the event that ATC elected not to submit a bid pursuant to Section 4.03(a)(ii)), ALLTEL shall provide ATC redacted copies (only as to the

name, address or other identifying information associated with the company submitting such bid) of bids submitted by three (3) other reputable and experienced contractors to provide such installation or modification services, and ATC shall have the exclusive right to perform such services at the terms and conditions set forth in and at a price equal to the lesser of (A) the amount of the last bid submitted by ATC pursuant to Section 4.03(a), if any, or (B) the average of the three (3) competing bids by notifying ALLTEL within five (5) business days after ATC's receipt of the three (3) competing bids (but after the expiration of the exclusive negotiation period) whether ATC will perform the Installation Services, in which event ATC shall commence the services as soon as reasonably practicable or as mutually agreed to by the Parties hereto, and if ATC shall notify ALLTEL that ATC shall not perform the Installation Services, or if ATC shall fail to notify ALLTEL during the five (5) business day period after ATC's receipt of all of the competing bids, ALLTEL shall have the right to use another contractor of its choice to perform the associated services with respect to such request for proposal.

SECTION 4.04. Components. With respect to all BTS Sites, ALLTEL shall submit all necessary materials requirements for Components to ATC at the time ALLTEL submits bid documentation to ATC pursuant to Section 4.03(a), upon receipt of a bid from ATC or one of its Affiliates (if any), ALLTEL and ATC agree to engage in good faith negotiations with respect to the provisioning of such Components on a site-by-site basis between the applicable representatives of ATC (or its Affiliate) and ALLTEL. Notwithstanding the foregoing, ALLTEL reserves the right to solicit offers and to contract with other persons or entities for the provision of Components so long as ATC is given an opportunity to submit a bid for ALLTEL's good faith consideration. In the event that ALLTEL, in its sole discretion, elects to accept ATC's bid, in whole or in part, ALLTEL shall purchase the selected Components from ATC in accordance with ATC's bid and ATC shall commence the manufacture or procurement of such Components as soon as reasonably practicable or as mutually agreed to by the Parties hereto. Notwithstanding anything to the contrary, the Parties hereto acknowledge and agree that ALLTEL shall have the right to select any one or more of the Components set forth in the applicable bid to purchase from ATC hereunder (provided, however, that ATC may, in its sole discretion, elect to offer discounts based on the purchase of multiple products in its bid). If applicable pursuant to Section 4.03, ATC shall install such Components as part of the Installation Services. Notwithstanding the foregoing, this Section 4.04 shall not be applicable to the extent (and only to the extent) that ALLTEL has a pre-existing written contract with a third party that provides for volume discounts, minimum obligation for the purchase of specific types of Components or an exclusive or requirements agreement for the benefit of such third party for such Components. Unless and until ALLTEL accepts an ATC bid in accordance with this Section 4.04, ALLTEL shall be under no obligation to purchase any Components from ATC under this Section 4.04.

SECTION 4.05. Additional Services. Upon ALLTEL's and ATC's mutual written agreement, on a Site-by-Site basis, ATC may perform, or coordinate with third parties to perform, any other reports, studies, activities or service not expressly provided for in this Agreement. ALLTEL is under no obligation to use ATC for any additional services.

SECTION 4.06. Pass-Through Expenses. Notwithstanding anything to the contrary in this Agreement or the Scope of Work, ATC shall be reimbursed for costs and expenses



incurred hereunder that are listed as reimbursable in Exhibit C attached hereto

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at the rates set forth therein, but only for those applicable Services which ALLTEL has expressly requested ATC to provide or are required by the applicable Governmental Authority ("Pass-Through Expenses").

## ARTICLE 5

### SITE SCHEDULES; LATE FEES & PENALTIES

SECTION 5.01. Site Schedule. Subject to Article 11, each Site Schedule for the Completion of the Services for BTS Sites will be determined on a Site-by-Site basis, in the form of the Site Schedule attached hereto as Exhibit D-1, with no time frame for any Service to exceed the outside time frames set forth in Exhibit D-2, each as may be adjusted from time to time upon the written agreement of both Parties on a Site-specific basis; provided, however, that notwithstanding anything to the contrary, ATC's failure to perform any of the Services within the individual time frames set forth in the Site Schedule (including, without limitation, the outside time frames set forth in Exhibit D-2) shall not be deemed a default hereunder so long as ATC Completes the BTS Site on or before the "Projected Completion Date" set forth in the applicable Site Schedule, subject to Excusable Delays. Site Schedules shall be mutually agreed to between the Parties hereto no more than twenty (20) Business Days following ATC's acceptance of any NTP. If the Parties do not agree on a particular Site Schedule, the disagreement shall be resolved as a dispute in accordance with Section 12.11, and the time frames set forth in Exhibit D-2 shall apply to such Site until such time as the Parties agree on the Site Schedule.

### SECTION 5.02. Late Fees and Penalties.

(a) ALLTEL and ATC acknowledge that the time for Completion of each BTS Site will be determined by the applicable Site Schedule. In the event that ATC fails to Complete a BTS Site (other than due to Excusable Delays) on or before the projected Completion Date specified in the Site Schedule applicable to that BTS Site, as modified in accordance with the provisions of this Agreement, including without limitation Section 5.01 and 6.01 and Article 11 ("Projected Completion Date"), ALLTEL shall be entitled to rent abatement of the BTS Rent (as set forth in the applicable License) for the affected BTS Site, or an equivalent cash payment, as set forth in the following sentences (the "Late Fee(s)") based on the number of days beyond the Projected Completion Date that the affected BTS Site is not Complete ("Day(s) Late"). If the Completion is fourteen (14) Days Late, the Late Fee shall be an amount equal to one month of the BTS Rent (it being understood that no Late Fee shall apply if the BTS Site is completed thirteen or less Days Late). If Completion is over fourteen (14) Days Late but less than twenty-nine (29) Days Late, in addition to any Late Penalties accrued to date, the Late Fee shall accrue at a rate of one-seventh (1/7) of an amount equal to one month of the BTS Rent per Day Late after the 14/th/ Day Late. If Completion is over twenty-eight (28) Days Late, but less than forty-three (43) Days Late, in addition to any Late Penalties accrued to date, the Late Fee shall accrue at a rate of three-fourteenths (3/14) of an amount equal to one month of the BTS Rent per Day Late after the 28/th/ Day Late. If Completion is over forty-two (42) Days Late, but less than sixty-one

(61) Days Late, in addition to any Late Penalties accrued to date, the Late Fee shall accrue at a rate of two-sevenths (2/7) of an amount equal to one month of the BTS Rent per Day Late after the 42<sup>nd</sup>/ Day Late. If Completion is over sixty (60) Days Late, the Late Fee shall not increase beyond the Late Fee accrued to the sixtieth (60<sup>th</sup>/) day, but ALLTEL shall thereafter have all rights set forth in Section 8.01(d), in addition to the right to receive cash payment of the Late Fee from ATC. If ALLTEL has not exercised its rights under Section 8.01(d), any Late Fee shall be payable, in ATC's sole discretion, in the form of a rent abatement or in cash. Any rent abatement of the BTS Rent due under the provisions of this Section 5.02 shall be applied to the initial BTS Rent due under the associated License beginning as of the License Commencement Date of such License.

(b) In the event that (i) ALLTEL fails to achieve either or both of the ALLTEL Review Minimums and (ii) the Minimum Included Sites is met, the consequence shall be that ALLTEL shall be required to enter into at least one hundred fifty (150) Licenses for BTS Sites (excluding any License terminated as a result of a rejection of the associated BTS Site by ATC in accordance with Section 3.02), in the aggregate, during the period from the Effective Date through the third (3<sup>rd</sup>/) anniversary of the Effective Date ("Penalty Review Minimum"). In the event that ALLTEL fails to achieve the Penalty Review Minimum, if applicable, ALLTEL shall promptly commence monthly penalty payments in an amount equal to one month of the BTS Rent to ATC for each BTS Site for which ALLTEL failed to achieve the Penalty Review Minimum, payable commencing on the first day of the month immediately following the third (3<sup>rd</sup>/) anniversary of the Effective Date and on the first day of each month thereafter until the earlier of (i) ten (10) years, or (ii) Rent Commencement Date following the Completion of one (1) particular BTS Site subject to a License that ATC commenced Services for hereunder subsequent to the date that such monthly penalty payment commenced; it being understood that each subsequent BTS Site shall only be counted once as a BTS Site towards the terminations of the monthly penalty payments for each shortfall site and for the purposes of Section 8.01(b)(v). In the event that any Penalty Review Minimum is incurred in accordance with this Section 5.01(b), as among the ALLTEL Entities, the ALLTEL Entities agree to reasonably cooperate to use their reasonable best efforts to allocate any such penalties among the ALLTEL Entities in a fair and equitable manner based upon the relative benefits and faults of the ALLTEL Entities with respect to any Penalty Review Minimum.

(c) Notwithstanding anything to the contrary, the fees and penalties provided for in this Section 5.02 are not deemed by the Parties to be punitive in nature but constitute liquidated damages and shall be ATC's and ALLTEL's, respectively, sole and exclusive remedy with respect to the circumstances described in Section 5.02 (other than ALLTEL's remedies set forth in Sections 8.01(b)(iv) and 8.01(d)); provided however, that ATC's or ALLTEL's failure to pay such fees or penalties within thirty (30) days after receipt of an invoice for such fees or penalties, to the extent not in reasonable good faith dispute hereunder, shall be deemed a material default by the non-paying Party hereto under this Agreement and all of the Licenses executed in accordance with the MLA and this Agreement.

## ARTICLE 6

### CHANGES TO SPECIFICATIONS

SECTION 6.01. Changes to Specifications. If ALLTEL requests any changes to any Specifications, ATC shall make such changes to the Specifications subject to the terms of the next sentence and (a) the relevant Completion Date shall be adjusted as may be reasonably necessary, and (b) ALLTEL shall promptly reimburse ATC for any mutually agreed upon in writing increase in costs resulting therefrom. In no event shall ATC be required to implement any such change (X) until the Parties have come to a mutual written agreement with respect to such change, or (Y) which would require the construction of a tower structure lower than 120 feet. Notwithstanding the foregoing, ALLTEL reserves the right to request, upon no less than ten (10) days prior written notice, immaterial changes to the Specifications that do not affect ATC's allocated manpower, costs, or expenses nor the Site Schedule timeframes, and ATC shall effect such immaterial changes related to the Services as promptly as is practicable following its receipt of such request.

## ARTICLE 7

### QUALITY STANDARDS; PROGRESS REPORTS; INSPECTION RIGHTS

#### SECTION 7.01. Quality Standards.

ATC agrees to furnish the Services for and on behalf of ALLTEL and to perform such Services in an expeditious and workmanlike manner consistent with the interests of ALLTEL in accordance with the provisions of this Agreement. In the performance of the Services, ATC shall furnish its best skill and judgment (a) in accordance with the standards established by the industry and in compliance with applicable Laws, (b) consistent with good development and construction practices and efficient business practices, (c) utilizing skill and judgment available throughout its organization in the performance of this Agreement to provide its professional knowledge, ideas, experience and abilities relating to the identification, acquisition, design, scheduling, development and construction of the BTS Sites, (d) in a competent professional and efficient manner and (e) consistent with the Specifications.

#### SECTION 7.02. Quality Review.

Within sixty (60) days after the Effective Date, ATC shall establish, implement and reduce to writing a program to monitor the quality of the identification, acquisition, development and construction of the BTS Sites. The purpose of the program shall be to assist in guarding against defects and deficiency in the Services. Prior to implementing the program, ATC shall provide ALLTEL a copy of the program, and ATC shall give due consideration to any comments of ALLTEL to the program. At any time and from time to time, ALLTEL may, in its discretion and at its sole expense, and without need to demonstrate cause, conduct an independent program to monitor the quality of the identification, acquisition, development and construction and ATC's

compliance with its obligations hereunder so long such program does not delay or hinder the performance of ATC's Services hereunder.

**SECTION 7.03. Compliance with Requirements, Permits, Bonds and Insurance during Construction**

ATC shall comply, and shall cause each of its Affiliates and their respective employees, agents, contractors, subcontractors, advisors or consultants to comply in all Laws as they relate to the development and construction of the BTS Sites and other Services; provided, however, that an immaterial noncompliance with any Law shall not be deemed a default or breach by ATC hereunder unless ALLTEL suffers an adverse consequence as a result of such noncompliance. ATC shall, at its own cost and expense, procure and maintain all Tower Site Permits with respect to the BTS Sites. ATC shall promptly notify ALLTEL in writing on any non-compliance with any applicable Laws relating to any of the BTS Sites or any actual or potential problems or delays in obtaining the Permits. ATC shall obtain, or cause to be obtained, all required bonds and insurance, including without limitation the insurance required under Section 12.05 necessary for the commencement of construction and Completion of the Services with respect to each BTS Site. ATC shall promptly pay when due all amounts owed to contractors, subcontractors and other agents used by ATC in providing the Services, except for amounts being reasonably disputed in good faith.

**SECTION 7.04. Progress Reports.**

ALLTEL and ATC shall mutually agree upon a report format whereby ATC will keep ALLTEL reasonably informed on the progress of the BTS Sites. No less than once per week, ATC shall submit such report to ALLTEL. No less than once per month the national key manager assigned by ATC pursuant to Section 2.05(a) and representatives of ALLTEL shall meet or participate in a telephonic conference call to discuss such report and any other matters related to the BTS Sites. In addition, ATC acknowledges and agrees that it has an affirmative obligation and responsibility promptly to notify ALLTEL of any circumstance which delays or may delay any Site Schedule activity and the extent to which such Site Schedule activity may be delayed as a result of such circumstance.

**SECTION 7.05. Books and Records of ATC, Right of Inspection by ALLTEL.**

(a) ATC shall keep such accounts as may be necessary for its proper financial management of the Services under this Agreement. ALLTEL shall be afforded access during normal business hours and upon reasonable prior notice to all of ATC's records, books, correspondence, instructions, drawings, plans, blueprints, specifications, receipts, vouchers, memoranda and similar data, and employees or agents of ATC or its Affiliates who prepared or are familiar with such data, relating to the Pass-Through Expenses and the Services to the extent relating to ATC's compliance with the terms hereof, ATC's and each BTS Site's compliance with Law, the structural integrity of the BTS Sites or any other reasonable purpose, except for privileged or confidential documents or where disclosure is prohibited by Law. Such books and records shall be open for inspection and copying upon reasonable written notice by ALLTEL, at its cost, and its authorized representatives at reasonable hours at the applicable ATC area office

and shall be retained by ATC for a period of three (3) years after the expiration or termination of this Agreement.

(b) ALLTEL may upon prior reasonable written notice, at its election and at its sole cost and expense, conduct or have conducted such inspections during normal business hours as it deems reasonably necessary at each BTS Site; provided, however, that ALLTEL shall not materially delay, hinder or interfere with the performance of the Services. If ALLTEL notifies ATC of any observed defects or nonconformities with the Specifications or Services, ATC shall promptly correct any defect or nonconformity in such time and manner as will permit Completion of each BTS Site in accordance with the Site Schedule for such BTS Site. The failure of ALLTEL to inspect any BTS Site or failure to notify ATC of any defects or nonconformities, however, will not in any way limit, waive, or otherwise affect the rights of ALLTEL with respect to any of ATC's warranties or obligations under this Agreement.

## ARTICLE 8

### TERM AND TERMINATION

#### SECTION 8.01. Term and Termination.

(a) The term of this Agreement (the "Term") will commence on the Effective Date and will expire at the earlier of 11:59 p.m. on (i) December 19, 2005; provided, however, that in the event that ATC has not commenced Services for at least five hundred (500) BTS Sites by the foregoing date and such foregoing date is the expiration date of this Agreement, ATC shall have the right to extend the term of this Agreement for one (1) additional period of two (2) years by providing written notice to ALLTEL on or before November 15, 2005 or (ii) December 19, 2003 in the event that the aggregate number of Included Sites is less than 1,350 (provided, however, that the number of 1,350 shall be reduced by one (1) for each Site under the Agreement to Sublease that is an Excluded Site for any of the following reasons: (x) as a result of the Environmental Exclusion Criteria or (y) ALLTEL's lack of legal access to such Site) (collectively, the "Minimum Included Sites").

(b) This Agreement may be terminated at any time only pursuant to the following provisions:

(i) by either Party upon a material uncured breach by the other Party of its obligations contained hereunder or in any of the attachments or exhibits thereof, which breach has not been remedied within a term of fifteen (15) calendar days after receipt of notice thereof by the breaching Party; provided, however, that if such failure to perform shall reasonably require a longer period to cure, then such cure period shall be extended for such time as is reasonably necessary to cure such failure to perform (not to exceed forty-five (45) calendar days after receipt of notice), but only so long as such efforts to cure, subject to Excusable Delays, are commenced within the initial fifteen (15) day period and thereafter are pursued diligently and in good faith. In the event a breach is not cured within the cure

period, the non-breaching Party may, in addition to terminating this Agreement, pursue any remedies available to it against the breaching Party in law or in equity; or

(ii) by either Party if the other Party becomes insolvent as defined in the Uniform Commercial Code under the Laws applicable to this Agreement or makes an assignment for the benefit of creditors; or if any action is brought by the other Party seeking its dissolution or liquidation of its assets or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property; or if the other Party commences a voluntary proceeding under the Federal Bankruptcy Code; or if any reorganization or arrangement proceeding is instituted by ALLTEL for the settlement, readjustment, composition or extension of any of its debts upon any terms; or if any action or petition is otherwise brought by the other Party seeking similar relief or alleging that it is insolvent or unable to pay its debts as they mature; or if any action is brought against the other Party seeking its dissolution or liquidation of any of its assets, or seeking the appointment of a trustee, interim trustee, receiver or other custodian for any of its property, and any such action is consented to or acquiesced in by the other Party or is not dismissed or stayed within ninety (90) days after the date upon which it was instituted; or if any proceeding under the Federal Bankruptcy Code is instituted against the other Party and (1) an order for relief is entered in such proceeding, or (2) such proceeding is consented to or acquiesced in by the other Party or is not dismissed or stayed within ninety (90) days after the date upon which it was instituted; or if any reorganization or arrangement proceeding is instituted against the other Party for the settlement, readjustment, composition or extension of any of its debts upon any terms, and such proceeding is consented to or acquiesced in by the other Party or is not dismissed or stayed within ninety (90) days after the date upon which it was instituted; or if any action or petition is otherwise brought against the other Party seeking similar relief or alleging that it is insolvent, unable to pay its debts as they mature or generally not paying its debts as they become due, and such action or petition is consented to or acquiesced in by the other Party or is not dismissed or stayed within ninety (90) days after the date upon which it was brought; or

(iii) (A) by ALLTEL, in the event ALLTEL terminates the Agreement to Sublease in accordance with Section 12.1(b), Section 12.1(c), Section 12.1(e)(i) or Section 12.1(f) or (B) by ATC, in the event ATC terminates the Agreement to Sublease in accordance with Section 12.1(b), Section 12.1(d) or Section 12.1(e)(i); or

(iv) by ALLTEL, if the aggregate number of BTS Sites at which ATC incurred a Late Fee exceed the greater of (a) twenty-five (25) or (b) twenty-five percent (25%) of the total number of BTS Sites Completed during any consecutive twelve month period; or

(v) by ALLTEL or ATC, in the event that the Minimum Included Sites is met, at any time after the Parties have entered into at least an aggregate of five hundred (500) Licenses for BTS Sites (excluding any License terminated as a result of a rejection of the associated BTS Site by ATC in accordance with Section 3.02 as of the date of such termination).

(c) Neither a termination nor the expiration of this Agreement will affect:

(i) any duties or obligations for payment or performance that are or become owing hereunder (or pro-rata share thereof) prior to the effective date of such termination or expiration;

(ii) any other duties or obligations that expressly survive the termination or expiration hereof;

(iii) the terms of any License entered into by the Parties, which will continue in accordance with its terms and conditions provided that any License may be terminated in accordance with its terms or as specifically provided herein; or

(iv) the rights and obligations of each Party hereto with respect to Services at any BTS Site where Services have commenced but are not yet Completed pursuant to the terms and conditions herein, which BTS Sites shall be Completed in accordance with the terms and conditions of this Agreement; provided, however, that in the event that this Agreement is terminated pursuant to Section 8.01(b) (i), (ii), or (iv), the terminating Party shall have the right to cease (or cause the cessation of) any further Services hereunder with respect to any BTS Sites which are not Completed upon written notice to the other Party. If ALLTEL is the terminating Party pursuant to Section 8.01(b) (i), (ii), or (iv), then ALLTEL shall have the option to direct the assignment of ATC's rights in any such BTS Sites (including any Ground Lease or fee simple title) to ALLTEL or a third party and reimburse ATC for all of ATC's reasonable and accountable out of pocket costs and expenses associated with or directly related to the identification, acquisition, development and construction of such BTS Site prior to any such termination.

(d) With respect to any individual BTS Site, ALLTEL may terminate all rights granted to ATC hereunder with respect to such BTS Site if the number of Days Late with respect to such BTS Site exceeds sixty (60). Such BTS Site shall nonetheless be counted toward any applicable ALLTEL Review Minimum and, if applicable, the Penalty Review Minimum. Upon such termination ALLTEL shall have the right to:

(i) direct the assignment of ATC's rights in such BTS Site (including any Ground Lease or fee simple title) to ALLTEL or a third party and reimburse ATC for all of ATC's reasonable and accountable out of pocket costs and expenses associated with or directly related to the identification, acquisition, development and construction of such BTS Site

prior to any such termination, and engage any Person to complete such BTS Site and perform any and all services required by ALLTEL with respect to such BTS Site, or

(ii) engage any Person to identify, develop, construct and perform any and all services with respect to a Tower communications facility in the same Search Ring in which such BTS Site is located.

(e) In the event of any breach by a Party of its obligations contained hereunder or in any of the attachments or exhibits thereof (other than a breach for which a Party can terminate this Agreement pursuant to Section 8.01(b)) and such breach has not been remedied within fifteen (15) calendar days after receipt of notice thereof by the breaching Party (provided, however, that if such failure to perform shall reasonably require a longer period to cure, then such cure period shall be extended for such time as is reasonably necessary to cure such failure to perform but not to exceed thirty (30) calendar days after such notice), then, effective on the third (3rd) day following a second written notice from the non-breaching Party, the breaching Party shall be obligated to pay a penalty equal to one (one) day of the BTS Rent for the applicable Site (but not for more than one Site in the event that breach arises from the identical event) to the non-breaching Party for each subsequent day thereafter that such breach remains uncured.

## ARTICLE 9

### GUARANTY

#### SECTION 9.01. ATC Parent's Guaranty.

(a) ATC Parent unconditionally guarantees to ALLTEL the full and timely payment, performance and observance of all of the terms, provisions, covenants and obligations of ATC and its Affiliates under this Agreement (the "ATC Obligations"). ATC Parent agrees that if ATC or any of ATC's Affiliates defaults at any time in the performance of any of the ATC Obligations, ATC Parent shall faithfully perform and fulfill all ATC Obligations and shall pay to ALLTEL all reasonable attorneys' fees, court costs, and other expenses, costs and disbursements incurred by ALLTEL on account of any default by ATC or ATC's Affiliates and on account of the enforcement of this guaranty.

(b) This guaranty obligation of ATC Parent shall be enforceable by ALLTEL in an Action against ATC Parent without the necessity of any Action by ALLTEL of any kind or nature whatsoever against ATC or its Affiliates, without the necessity of any notice to ATC Parent of ATC's or its Affiliates' default or breach under this Agreement, and without the necessity of any other notice or demand to ATC Parent to which ATC Parent might otherwise be entitled, all of which notices ATC Parent hereby expressly waives. ATC Parent hereby agrees that the validity of this guaranty and the obligations of ATC Parent hereunder shall not be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by ALLTEL against ATC or its Affiliates any of the rights or remedies reserved to ALLTEL



pursuant to the provisions of this Agreement or any other remedy or right which ALLTEL may have at law or in equity or otherwise.

(c) ATC Parent covenants and agrees that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of ATC Parent hereunder shall not be affected, modified, or diminished by reason of any modification or termination of this Agreement or any modification or waiver of or change in any of the covenants and terms of this Agreement by agreement of ALLTEL and ATC or its Affiliates, or by any unilateral action of either ALLTEL or ATC or its Affiliates, or by an extension of time that may be granted by ALLTEL to ATC or its Affiliates or any indulgence of any kind granted to ATC or its Affiliates, or any dealings or transactions occurring between ALLTEL and ATC or its Affiliates, including, without limitation, any adjustment, compromise, settlement, accord and satisfaction, or release, or any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership, or trusteeship affecting ATC or its Affiliates. ATC Parent does hereby expressly waive any suretyship defense it may have by virtue of any Law.

(d) All of ALLTEL's rights and remedies under this guaranty are intended to be distinct, separate, and cumulative and no such right and remedy herein is intended to be the exclusion of or a waiver of any other.

(e) ATC Parent hereby waives, to the extent permitted by applicable Law, presentment, demand for performance, notice of nonperformance, protest, notice of protest, notice of dishonor, and notice of acceptance. ATC Parent further waives any right to require that an Action be brought against ATC or its Affiliates or any other Person or to require that resort be had by ALLTEL to any security held by ALLTEL. The provisions of this Section 9.01 shall survive any termination of this Agreement.

#### SECTION 9.02. ALLTEL Guaranty

(a) Each of the ALLTEL Guarantors, jointly and severally, unconditionally guarantees to ATC the full and timely payment, performance and observance of all of the terms, provisions, covenants and obligations of ALLTEL under this Agreement and any Affiliate of ALLTEL under this Agreement (the "ALLTEL Obligations"). The ALLTEL Guarantors agree that if ALLTEL or ALLTEL's Affiliate default at any time in the performance of any of the ALLTEL Obligations, the ALLTEL Guarantors shall faithfully perform and fulfill all ALLTEL Obligations and shall pay to ATC all reasonable attorneys' fees, court costs, and other expenses, costs and disbursements incurred by ATC on account of any default by ALLTEL or ALLTEL's Affiliate and on account of the enforcement of this guaranty.

(b) This guaranty obligation of the ALLTEL Guarantors shall be enforceable by ATC in an Action against the ALLTEL Guarantors, jointly and severally, without the necessity of any Action by ATC of any kind or nature whatsoever against ALLTEL or its Affiliate, without the necessity of any notice to the ALLTEL Guarantors of ALLTEL's or its Affiliate's default or breach under this Agreement and without the necessity of any other notice or demand to the ALLTEL Guarantors to which the ALLTEL Guarantors might otherwise be entitled, all of which notices the ALLTEL Guarantors hereby expressly waive. The ALLTEL Guarantors hereby agree that the validity of this guaranty and the obligations of the ALLTEL Guarantors hereunder shall

not be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by ATC against ALLTEL or its Affiliate any of the rights or remedies reserved to ATC pursuant to the provisions of this Agreement or any other remedy or right which ATC may have at law or in equity or otherwise.

(c) The ALLTEL Guarantors covenant and agree that this guaranty is an absolute, unconditional, irrevocable and continuing guaranty. The liability of the ALLTEL Guarantors hereunder shall not be affected, modified, or diminished by reason of any modification or termination of this Agreement or any modification or waiver of or change in any of the covenants and terms of this Agreement by agreement of ATC and ALLTEL or its Affiliate, or by any unilateral action of either ATC or ALLTEL or its Affiliate, or by an extension of time that may be granted by ATC to ALLTEL or its Affiliate or any indulgence of any kind granted to ALLTEL or its Affiliate, or any dealings or transactions occurring between ATC and ALLTEL or its Affiliate, including, without limitation, any adjustment, compromise, settlement, accord and satisfaction, or release, or any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership, or trusteeship affecting ALLTEL or its Affiliate. Each of the ALLTEL Guarantors do hereby expressly waive any suretyship defense it may have by virtue of any Law of any state or Governmental Authority.

(d) All of ATC's rights and remedies under this guaranty are intended to be distinct, separate, and cumulative and no such right and remedy herein is intended to be the exclusion of or a waiver of any other.

(e) The ALLTEL Guarantors hereby waive, to the extent permitted by applicable Law, presentment, demand for performance, notice of nonperformance, protest, notice of protest, notice of dishonor, and notice of acceptance. the ALLTEL Guarantors further waive any right to require that an action be brought against ALLTEL or its Affiliate or any other person or to require that resort be had by ATC to any security held by ATC. The provisions of this Section 9.02 shall survive any termination of this Agreement.

#### ARTICLE 10 INDEMNIFICATION

SECTION 10.01. Obligation to Indemnify by ATC. Subject to the provisions of Section 12.22 and without prejudice to any other rights or remedies available to ALLTEL under applicable Laws, ATC agrees to indemnify, defend and hold harmless ALLTEL and its Affiliates, and their directors, partners, members, officers, employees, agents and representatives from and against all losses, taxes, liabilities, damages, Actions, claims, costs or expenses, including interest, penalties and reasonable attorneys' fees and disbursements (collectively, "Losses"), based upon (i) any breach of any covenant or agreement of ATC contained in this Agreement, (ii) any breach of any representations or warranties of ATC contained in this Agreement, or (iii) any negligent or intentional misconduct by ATC in performing its obligations hereunder, including, without limitation, the Services, or by any employee, contractor, subcontractor or other agent who performs any Services on behalf of ATC.

SECTION 10.02. Obligation to Indemnify by ALLTEL. Subject to the provisions of Section 12.22 and without prejudice to any other rights or remedies available to ATC under applicable laws, ALLTEL agrees to indemnify, defend and hold harmless ATC and its Affiliates, and their directors, partners, members, officers, employees, agents and representatives from and against all losses based upon (i) any breach of any representations or warranties of ALLTEL contained in this Agreement, (ii) any breach of any covenant or agreement of ALLTEL contained in this Agreement, including ALLTEL's obligation to enter into the License with respect to each BTS Site or (iii) any negligent or intentional misconduct by ALLTEL in performing its obligations hereunder, or by any employee, contractor, subcontractor or other agent who performs on behalf of ALLTEL.

SECTION 10.03. Procedures for Claims Between the Parties. If a claim for Losses (a "Claim") is to be made by the Party claiming indemnification (the "Claimant") against the other Party (the "Indemnifying Party"), the Claimant shall give written notice (a "Claim Notice") to the Indemnifying Party as soon as practicable after the Claimant becomes aware of the event of default, facts, condition or event that may give rise to a right of indemnification against the Indemnifying Party, provided that no failure to give such notice shall relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual prejudice because of such failure). Following receipt of the Claim Notice (which shall specify in reasonable detail the basis of the Claim) from the Claimant, the Indemnifying Party shall have thirty (30) days to make such investigation of the Claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifying Party and/or its authorized representative(s) the information relied upon by the Claimant to substantiate the Claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of said thirty (30) day period to the validity and amount of such Claim, then, subject to the provisions of Section 12.22, the Indemnifying Party shall pay to the Claimant the amount of such Claim within five (5) days after such agreement (the "Due Date"). If the Claimant and the Indemnifying Party do not agree within said period, Parties shall resolve such matter pursuant to Section 12.11 hereof. After the amount of such Claim is finally determined, the Indemnified Party shall pay any amount owing to the Claimant for such Claim, plus interest on such amount for each day from the Due Date at a rate per annum equal to the "Prime Rate" set forth in the "Money Rates" table of the Wall Street Journal on the Due Date plus two percent (2%).

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SECTION 10.04. Defense of Third-Party Actions. If any lawsuit or enforcement action (a "Third-Party Action") is filed against a Claimant entitled to the benefit of indemnity hereunder, written notice thereof (the "Third-Party Action Notice") shall be given by the Claimant to the Indemnifying Party as promptly as practicable (and in any event within five (5) Business Days after the service of the citation or summons or other manner of process), provided that no failure to give such notice shall relieve the Indemnifying Party of any liability hereunder (except to the extent the Indemnifying Party has suffered actual prejudice because of such failure). After receipt of such notice, the Indemnifying Party shall be entitled, if it so elects, (i) to take control of the defense and investigation of such Third Party Action, (ii) to employ and engage attorneys of its choice to handle and defend the same, at the Indemnifying Party's cost, risk and expense, and (iii) to compromise or settle such Third-Party Action, which compromise or settlement shall be made only with the written consent of the Claimant (such consent not to be

unreasonably withheld, conditioned or delayed) unless such compromise or settlement involves only the payment of money damages and does not impose the specific performance or other obligation upon the Claimant, in which case no such consent shall be required. If the Indemnifying Party fails to assume the defense of such Third-Party Action within the earlier of fifteen (15) days after receipt of the Third-Party Action Notice or ten (10) days prior to the expiration of any statute of limitations, the Claimant will (upon delivering notice to such effect to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such Third-Party Action; provided, however, that such Third-Party Action shall not be compromised or settled without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed.

The Indemnifying Party shall keep the Claimant informed at all times of the status of the Third Party Action, and the Claimant may, at its own election and expense, participate in the defense of any such Third Party Action. In the event the Claimant assumes the defense of the Third-Party Action, the Claimant will keep the Indemnifying Party timely informed of the progress of any such defense, compromise or settlement.

Section 10.05. Survival. The provisions of this Article 10 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination whether or not Claims relating thereto are asserted before or after expiration or termination.

## ARTICLE 11

### EXCUSABLE DELAYS

SECTION 11.01 Excusable Delays. Notwithstanding anything to the contrary in Section 5.01, an event of "Excusable Delay" shall mean the following events or circumstances, to the extent that they delay the Completion of any BTS Site or the performance by ATC or ALLTEL of any of their respective duties and obligations under this Agreement:

(a) Failure of or delay by the applicable Governmental Authority to grant the Zoning Approvals or Permits (so long as any required applications are timely filed and diligently pursued by the responsible Party), extended site studies, or construction moratoria, and condemnation or other exercise of the power of eminent domain;

(b) Changes in Laws effective after the Effective Date of this Agreement which materially affect ATC's or ALLTEL's ability to perform its obligations under this Agreement;

(c) Acts of God that are beyond such Party's reasonable control and not resulting from any negligent or intentional misconduct by such Party, including, without limitation, snow, extreme temperatures, tornadoes, hurricanes, floods, rain or wind, landslides, and earthquakes; and

(d) Fire and other casualties, such as explosions and accidents; and

(e) Acts of war, terrorism, effects of nuclear radiation, blockades, insurrections, riots, civil disturbances, the combined action of workers (other than employees of such Party), national or international calamities, and other acts and circumstances beyond a Party's reasonable control and not resulting from any negligent or intentional misconduct by such Party; and

(f) Any delay caused by the acts or omissions of the other Party hereto or its employees, agents, contractors or vendors or by any power or telco company (other than ALLTEL).

None of the foregoing events shall be deemed to be an Excusable Delay unless the affected Party is using commercially reasonable good faith efforts to mitigate the effect of such event or circumstance.

SECTION 11.02 Effect of Excusable Delays. Each Party hereto shall be entitled to an adjustment of the Site Schedule, which adjustment shall be subject to the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed, for events of Excusable Delay affecting its performance hereunder for the number of days reasonably necessary as a result of such events. In the event of such a delay, ATC and ALLTEL agree to discuss, in good faith, reasonable changes to the Specifications, network design, reimbursement of costs and expenses incurred by ATC, and/or ATC's fees or rental terms with respect to such Search Ring to determine if a cost-effective alternative locations may be available. Any such changes agreed upon between the Parties in an effort to locate an alternative site location, if any, shall be evidenced in a writing signed by both Parties.

## ARTICLE 12

### MISCELLANEOUS

SECTION 12.01. Notices. All notices and other communications which by any provision of this Agreement are required or permitted to be given shall be given in writing and shall be deemed to have been delivered (a) five (5) business days after being mailed by first-class or express mail, postage prepaid, (b) the next day when sent overnight by a nationally recognized courier service, (c) upon confirmation when sent by telex, telegram, telecopy or other form of rapid transmission, confirmed by mailing (by first class or express mail, postage prepaid, or by a nationally recognized courier service) written confirmation at substantially the same time as such rapid transmission, or (d) upon delivery when 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 set forth below 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.

If to ALLTEL: ALLTEL Communications, Inc.

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One Allied Drive  
Little Rock, AR 72202  
Attn: Chief Legal Officer  
Facsimile Number: (501) 905-0962

With a copy to: Such Field Office as Designated  
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in the NTP for the  
particular Search Ring

If to ATC: American Tower  
-----  
116 Huntington Avenue  
Boston, Massachusetts 02116  
Attn: General Counsel  
Facsimile Number: 617-375-7575

With a copy to: Such Field Office as Designated  
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in the NTP acceptance for the  
particular Search Ring

SECTION 12.02. Assignment: Binding Effect. Neither ATC nor any of the ALLTEL Companies may assign its rights and obligations under, or grant a security interest in, this Agreement to any Person without the consent of the other Parties hereto except that it shall inure to the benefit of and be binding upon any successor to any Party by operation of Law, including by way of mergers, consolidation or sale of all or substantially all of its assets; provided, however, that (a) ATC may assign all of its rights and obligations hereunder to one or more wholly-owned subsidiaries of ATC Parent and to Permitted Subleasehold Mortgagees (as defined in the Sublease) without the consent of ALLTEL so long as (i) ATC fully, irrevocably and unconditionally guarantees all such obligations, and (ii) in the case of any wholly-owned subsidiary of ATC Parent, such assignee becomes a Party hereto and bound by the provisions hereof and (b) any ALLTEL Company may assign its rights and obligations hereunder, in whole or in part, to any Affiliate of such ALLTEL Company without the consent of ATC so long as (i) the assigning ALLTEL Company fully, irrevocably and unconditionally guarantees all such obligations, (ii) such assignee becomes a Party hereto and bound by the provisions hereof, and (iii) the assignee has and shall continue to hold the FCC licenses associated with the assets and business operations assigned by the assignor to the assignee. All references herein to any Party shall be deemed to include any successor (including a corporate successor) to such Party. It is understood that in the event of a permitted assignment by ATC hereunder, such assignment shall only be of this Agreement as a whole (but not in part, except as specifically permitted pursuant to Section 2.05(b)). Notwithstanding the foregoing, any ALLTEL Company may assign its rights and obligations hereunder, in whole or in part, without the consent of ATC to any Person acquiring and continuing all of the assignor's wireless business operations conducted at or from the BTS Sites within any entire Rural Service Area, Metropolitan Statistical Area, Market Trading Area or Basic Trading Area (as such terms are defined by the FCC); provided, however that in the event of such an assignment (a) the assigning ALLTEL Company fully, irrevocably and unconditionally guarantees all such obligations, (b) such assignee becomes a Party hereto

and bound by the provisions hereof except that (i) such assignee shall not be under any obligation to achieve the ALLTEL Review Minimum, if applicable, or Penalty Review Minimum, if applicable, nor subject to any associated penalties pursuant to Section 5.02(b), and (ii) any BTS Site developed hereunder by ATC for such assignee shall be credited against the ALLTEL Review Minimum, if applicable, the Penalty Review Minimum, if applicable, and for the purposes of Section 8.02(b)(v) unless such assignee is Party to a separate build-to-suit agreement with ATC or one of its Affiliates pursuant to which such BTS Site could be credited against any minimum obligations of such third party to ATC thereunder or any exclusive rights for the benefit of ATC thereunder. In the event that ATC or ATC Parent assigns any of its rights or interest in or to this Agreement or any BTS Site, ATC Parent shall not be released from its liability and obligations under this Agreement.

SECTION 12.03. Headings. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

SECTION 12.04. Confidentiality; Nondisclosure. Neither Party shall disclose any of the economic matters set forth in this Agreement nor disseminate or distribute this Agreement or any information concerning the terms, covenants, or conditions hereof to any Person other than a prospective transferee of a Party's interests hereunder (who would be a permitted transferee or assignee under Section 12.02), without first obtaining the express written approval of the other Party; provided however that either Party may disclose the contents of this Agreement (but only to the extent necessary) (i) to any of its directors, officers, employees, lawyers, accountants, or other third-party consultants or professionals ("Representatives") whose responsibilities require access to such information; (ii) to any lender, investor, or other person to whom financial statements are required to be provided under Law or the terms of applicable loan documents; (iii) as required by applicable Law and the rules and regulations of any applicable stock exchange; (iv) reasonably required or necessary in connection with the performance of a Party's obligations under this Agreement, (iv) to identify any BTS Site or the ALLTEL Equipment at any BTS Site in governmental filings or marketing materials, or (v) reasonably required or significant to the marketing, operation and further leasing and licensing of the BTS Sites by ATC, including, without limitation, to provide information to other tenants or potential tenants at the BTS Sites about the power output, specifications of equipment, frequencies in use and similar information for the purpose of performing any required structural analysis, intermodulation studies, RF radiation reports or similar tests and reports. For purposes of this Agreement, "Confidential Information" shall mean any and all information related to the business or businesses of ATC and its Affiliates or ALLTEL and its Affiliates, including any of their respective successors and assigns, other than information that (i) has been or is obtained from a source independent of the Disclosing Party that, to the Receiving Party's knowledge, is not subject to any confidentiality restriction, (ii) is or becomes generally available to the public other than as a result of unauthorized disclosure by the Receiving Party, or (iii) is independently developed by the Receiving Party without reliance in any way on information provided by the Disclosing Party or a third party independent of the Disclosing Party that, to the Receiving Party's knowledge, is not subject to any confidentiality restriction. Without limiting the foregoing, it is understood that any violation of the provisions of this Section 12.05 by a Party's Representatives shall be deemed to be a breach of this Section by such Party. Notwithstanding

anything to the contrary herein, the confidentiality provisions set forth in this Section 12.04 shall remain in full force and effect and shall survive the termination or expiration of this Agreement.

SECTION 12.05. Insurance.

(a) ATC's Insurance Requirements. Throughout the Term of this

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Agreement, ATC shall carry and maintain in force the following insurance: (1) Workers' Compensation insurance or qualified self-insurance as required by law; (2) employer's liability insurance with a limit of at least five hundred thousand (\$500,000) dollars for each occurrence; (3) commercial general liability insurance (including protective liability coverage on operations of independent contractors engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of ATC, against claims for personal injury, bodily injury and property damage, with a limit of not less than \$3,000,000 in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than \$10,000,000 in the aggregate applicable to the Services to be provided under this Agreement (4) automobile liability insurance with a limit of at least one million (\$1,000,000) dollars for bodily injury, including death, to any one person and (5) property insurance with limits of not less than full replacement cost of each Tower on each BTS Site. All of the foregoing coverage limits may be satisfied by an umbrella policy. ALLTEL shall be named as an additional insured, other than with respect to the insurance policies described in subsections 12.05(a)(1) and (2).

(b) ALLTEL's Insurance Requirements. Throughout the term of this

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Agreement, ALLTEL shall carry and maintain in force the following insurance: (1) Workers' Compensation insurance or qualified self-insurance as required by law; (2) employer's liability insurance with a limit of at least five hundred thousand (\$500,000) dollars for each occurrence; (3) commercial general liability insurance (including protective liability coverage on operations of independent contractors engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of ALLTEL, against claims for personal injury, bodily injury and property damage, with a limit of not less than \$3,000,000 in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of any one occurrence, and not less than \$10,000,000 in the aggregate applicable to this Agreement and (4) automobile liability insurance with a limit of at least one million (\$1,000,000) dollars for bodily injury, including death, to any one person. All of the foregoing coverage limits may be satisfied by an umbrella policy. ATC shall be named as an additional insured, other than with respect to the insurance policies described in subsections 12.05(b)(1) and (2). In lieu of the insurance requirements contained in this Section 12.05(b), ATC agrees that ALLTEL may self-insure against all or any portion of the risks required to be insured against under this Section 12.05(b).

(c) Evidence of Insurance. Upon request, ATC and ALLTEL shall furnish

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each other with appropriate certificates evidencing the insurance each is required to maintain under this Agreement.

SECTION 12.06. Severability. If any term or provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative, illegal or unenforceable as applied to



any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases, because of the conflicting of any provision with any Law, 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 Law, but this Agreement shall be reformed and construed in any such jurisdiction 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. Notwithstanding the foregoing, in the event of any such determination the effect of which is to affect materially and adversely any Party, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible to the fullest extent permitted by applicable Law in an acceptable manner to the end that the rights and obligations under this Agreement are fulfilled and consummated to the maximum extent possible.

SECTION 12.07. Waiver; Amendments. Changes in or additions to this Agreement may be made, or compliance with any term, covenant, agreement, condition or provision set forth herein may be omitted or waived (either generally or in a particular instance and either retroactively or prospectively) with, but only with, the consent in writing of the Parties hereto. No delay on the part of either Party at any time or times in the exercise of any right or remedy shall operate as a waiver thereof. Any consent may be given subject to satisfaction of conditions stated therein. The failure to insist upon the strict provisions of any covenant, term, condition or other provision of this Agreement or to exercise any right or remedy hereunder shall not constitute a waiver of any such covenant, term, condition or other provision thereof or default in connection therewith. The waiver of any covenant, term, condition or other provision hereof or default hereunder shall not affect or alter this Agreement in any other respect, and each and every covenant, term, condition or other provision of this Agreement shall, in such event, continue in full force and effect, except as so waived, and shall be operative with respect to any other then existing or subsequent default in connection herewith. Furthermore, any addition, variation, or modification to this Agreement or any License shall be void and ineffective unless made in writing and signed by both Parties.

SECTION 12.08. Rights Cumulative. All rights, remedies, powers and privileges conferred under this Agreement on the Parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law or equity.

SECTION 12.09. Counterparts. This Agreement may be executed in several counterparts, 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 set of such counterparts.

SECTION 12.10. Condemnation; Application of Compensation. In the event that all or any part of a BTS Site is damaged or destroyed by the elements or taken by the exercise of the power of eminent domain at any time prior to the Completion Date, the insurance proceeds or other compensation awarded to and received by ATC must be applied to restoration of the BTS

Site if such BTS Site can (i) be restored on commercially reasonable terms and at a cost not to exceed insurance proceeds or other compensation, and (ii) be commercially feasible and in compliance with Laws for its intended use after the taking by eminent domain. If such BTS Site can be restored pursuant to the foregoing, ATC and ALLTEL will in good faith revise the Site Schedule with respect to such BTS Site to provide the timetable for restoration and Completion.

SECTION 12.11. Dispute Resolution. Except as provided in Section 12.12, any dispute among the Parties hereto shall be resolved in accordance with the arbitration provisions of this Section.

(a) Any Party may give the other written notice that a dispute exists (the "Notice of Dispute"). The Notice of Dispute shall include a statement of such Party's position providing sufficient detail of the nature of the dispute in order to enable the other Party to be on notice of all relevant issues. All documents and other information or data on which each Party relies concerning the dispute shall be furnished or made available on reasonable terms to the other Party.

(b) Either Party to this Agreement may from time to time call a special meeting for the resolution of a dispute and such meeting shall be held at a mutually agreeable location within ten (10) Business Days of a written request, which request shall specify in reasonable detail the nature of the dispute to be resolved at the meeting. The meeting shall be attended by representatives of the Parties to the Agreement and such representatives shall attempt in good faith to resolve the dispute. If the dispute has not been resolved within five (5) Business Days after the special meeting has been held, a senior corporate manager of ALLTEL and ATC, each with full authority to settle the dispute, shall meet and attempt in good faith to resolve the dispute within ten (10) Business Days after the initial special meeting.

(c) Any controversy or claim arising out of or relating to this Agreement, the breach, termination or validity thereof, or the transactions contemplated herein, if not settled by negotiation as set forth in subsection (b) above, shall be settled by arbitration in the city of New York, New York in accordance with the American Arbitration Association Rules for Commercial Disputes, by one arbitrator appointed by the American Arbitration Association under applicable rules. The arbitration proceedings shall be conducted in the English language in accordance with the arbitration rules of the American Arbitration Association. The award rendered by the arbitrator shall be final and binding on the Parties and may be entered in any court having jurisdiction thereof.

(d) It is the intent of the Parties that any arbitration shall be concluded as quickly as reasonably practicable. Unless the Parties otherwise agree once commenced, the hearing on the disputed matters shall be held four days a week until concluded, with each hearing date to begin at 9:00 a.m. and to conclude at 5:00 p.m. The arbitrator shall use all reasonable efforts to issue the final award or awards within a period of five (5) Business Days after closure of the proceedings. Failure of the arbitrator to meet the time limits of this subsection shall not be a basis for challenging the award.

(e) The arbitrator shall instruct the non-prevailing Party or Parties to pay all costs of the proceedings, including the fees and expenses of the arbitration and the reasonable

attorneys' fees and expenses of the prevailing Party or Parties. If the arbitrator determines that there is not a prevailing Party, each Party shall be instructed to bear its own costs and to pay one-half of the fees and expenses of the arbitrator.

SECTION 12.12. Disputes regarding a Disagreement Notice. Any dispute between the Parties in connection with a Disagreement Notice will be resolved by an expert in wireless communications or Tower construction, as applicable. Such expert shall look solely to this Agreement and the actual work performed by ATC at the corresponding BTS Site to form his opinion.

The expert shall be appointed by the Parties within a term of fifteen (15) Business Days of the date of delivery of a Disagreement Notice, or in the event the Parties may not reach an agreement, by the President of the New York City Chapter of the American Arbitration Association, upon the request of either Party, which appointment will be binding to the Parties.

The expert will examine the BTS Site and will determine whether (i) the Services performed by ATC comply with this Agreement, in which event the Completion Date shall be the date set forth in the Completion Certificate as issued by ATC, or (ii) if additional Services are required to comply with this Agreement, in which event ATC will perform all necessary Services for the Site to be Completed as soon as practicable and the Completion Date shall be the date in which such Services (as determined by the expert) are Completed.

The losing Party shall pay the prevailing Party's reasonable legal costs and expenses incurred in connection with this Section 12.12.

SECTION 12.13. Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by, and construed in accordance with, the applicable Laws of the state of Delaware applicable to contracts made and performed in such state and, in any event, without giving effect to any choice or conflict of Laws provision or rule that would cause the application of domestic substantive Laws of any other jurisdiction.

SECTION 12.14. Entire Agreement. This Agreement (together with the Exhibits hereto and the other documents delivered or to be delivered in connection herewith) constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, covenants, promises, conditions, undertakings, inducements, representations, warranties and negotiations, expressed or implied, oral or written, between the Parties, with respect to the subject matter hereof. Each of the Parties is a sophisticated Person that was advised by experienced counsel and, to the extent it deemed necessary, other advisors in connection with this Agreement. Each of the Parties hereby acknowledges that (a) none of the Parties has relied or will rely in respect of this Agreement or the transactions contemplated hereby upon any document or written or oral information previously furnished to or discovered by it or its representatives, other than this Agreement (or such of the foregoing as are delivered at the Closing), (b) there are no covenants or agreements by or on behalf of any Party or any of its respective Affiliates or representatives other than those expressly set forth in this Agreement, and (c) the Parties' respective rights and obligations with respect to this Agreement and the events giving rise thereto will be solely as set forth in this Agreement and MLA.

SECTION 12.15. Interpretation. Each of the Parties have been represented by counsel and individually agreed to the use of the particular language of the provisions of this Agreement, and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the draftsman, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the Parties hereto and the limitation and restrictions upon such rights and benefits intended to be provided.

SECTION 12.16. Agents. In no event will either Party to this Agreement be deemed to be or constitute the agent or representative of the other Party to this Agreement.

SECTION 12.17. Several Liability. Notwithstanding any other provision of this Agreement to the contrary, and notwithstanding any liability or obligation that ALLTEL would have as a general partner of any of the other ALLTEL Companies under this Agreement (in each case, whether or not expressly set forth herein or therein), by operation or law or otherwise, (i) the obligations of any ALLTEL Company (other than the ALLTEL Guarantors pursuant to Section 9.02) under this Agreement are several and not joint, and (ii) each of the ALLTEL Companies (other than the ALLTEL Guarantors pursuant to Section 9.02) will have no personal liability for the payment or performance of any obligation of any of the other ALLTEL Companies under this Agreement.

SECTION 12.18. Power of Attorney. Each and every one of the ALLTEL Companies other than ALLTEL, Inc. hereby irrevocably constitutes and appoints ALLTEL, Inc. as its and their agent and attorney-in-fact to modify, amend or otherwise change or waive any and all terms, conditions and other provisions of this Agreement and any other of the Transaction Documents, to exercise on behalf of the ALLTEL Companies any options or elections granted to ALLTEL hereunder, to take all actions and execute all documents necessary or desirable to effect the terms hereof and thereof to take all actions and execute all documents which may be necessary or desirable in connection therewith, to give and receive all consents and all notices hereunder, to negotiate, settle and compromise claims for indemnification hereunder, and to perform any other act arising out of or pertaining to this Agreement. ALLTEL Inc. hereby accepts the foregoing appointment. Nothing herein shall be deemed to make ALLTEL Inc. liable to any of the ALLTEL Companies because of service in the foregoing capacity as agent and attorney-in-fact. In performing any of its duties under this Section, ALLTEL Inc. shall not incur any Liability whatsoever to any of the ALLTEL Companies or its Affiliates. It is expressly understood and agreed that this power of attorney and the agency created hereby is coupled with an interest of the respective Parties hereto and shall be binding and enforceable on and against the respective successors and assigns of ALLTEL Inc., and each of them, and this power of attorney shall not be revoked or terminated and shall continue to be binding and enforceable in the manner provided herein.

SECTION 12.19. Further Acts. Each Party agrees that at any time, and from time to time, before and after the consummation of the transactions contemplated by this Agreement, it will do all such things and execute and deliver all such documents and other assurances, as any other Party or its counsel reasonably deems necessary or desirable in order to carry out the terms and conditions of this Agreement and the transactions contemplated hereby or to facilitate the enjoyment of any of the rights created hereby or to be created hereunder.

SECTION 12.20. Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party, 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.

SECTION 12.21. Mutual Drafting. This Agreement is the result of the joint efforts of ALLTEL and ATC, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties and there shall be no construction against any Party based on any presumption of that Party's involvement in the drafting thereof.

SECTION 12.22. Excluded Damages. NOTWITHSTANDING THE PROVISIONS OF SECTION 10 OR ANY OTHER PROVISION TO THE CONTRARY, EACH PARTY HERETO HEREBY WAIVES THE RIGHT TO RECOVER AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL (INCLUDING BUT NOT LIMITED TO LOST PROFITS), PUNITIVE, EXEMPLARY AND SIMILAR DAMAGES AND THE MULTIPLIED PORTION OF DAMAGES, HOWEVER ARISING, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, all effective as of the day and year first written above.

ATC:

American Towers, Inc., a Delaware corporation

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

Name: James S. Eisenstein

Title: Executive Vice President and Chief Development Officer

ATC PARENT:

American Tower Corporation, a Delaware Corporation

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

Name: James S. Eisenstein

Title: Executive Vice President and Chief Development Officer

ALLTEL INC.:

ALLTEL Communications, Inc., a Delaware corporation

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

Name: Scott T. Ford

Title: President

ALLTEL ENTITIES:

360(degrees) Communications Company  
360(degrees) Communications Company of Charlottesville  
360(degrees) Communications Company of Florida  
360(degrees) Communications Company of Ft. Walton Beach Limited Partnership, by 360(degrees) Communications Company of Florida, its general partner  
360(degrees) Communications Company of Hickory Limited Partnership by 360(degrees) Communications Company of Hickory No. 1, its general partner  
360(degrees) Communications Company of Lynchburg  
360(degrees) Communications Company of Nevada Limited Partnership by ALLTEL Communications, Inc., its general partner  
360(degrees) Communications Company of New Mexico  
360(degrees) Communications Company of North Carolina No. 1  
360(degrees) Communications Company of Ohio No. 4  
360(degrees) Communications Company of South Carolina No. 1  
360(degrees) Communications Company of Texas Limited Partnership by 360(degrees) Communications Company, its general partner  
360(degrees) Communications Company of Virginia  
360(degrees) Communications Company Tennessee No. 2  
Aliant Cellular, Inc.  
ALLTEL Alabama Limited Partnership by ALLTEL Corporate Services, Inc., its general partner  
ALLTEL Mobile Communications of the Carolinas, Inc.  
ALLTEL Ohio Limited Partnership by 360(degrees) Communications Company of Petersburg, its general partner  
ALLTEL Wireless Holdings, L.L.C.  
Florida RSA 9 Limited Partnership by ALLTEL Communications, Inc., its general partner  
Georgia RSA 14 Cellular Partnership by ALLTEL Communications, Inc., its general partner  
Greenville MSA Limited Partnership by TeleSpectrum, Inc., its general partner  
Kansas RSA 15 Limited Partnership by 360(degrees) Communications Company of Nebraska, its general partner  
Liberty Cellular, Inc.  
New York NewCo Subsidiary, Inc.  
North Carolina RSA 15 North Sector Limited Partnership by 360(degrees) Communications Company, its general partner

North Carolina RSA 6 Limited Partnership  
by 360(degrees) Communications Company of North Carolina No. 1,  
its general partner  
Ohio Cellular RSA Limited Partnership  
by 360(degrees) Communications Company of Ohio No. 3, its  
general partner  
Radiofone, Inc.  
RCTC Wholesale Corporation  
TeleSpectrum, Inc.  
TeleSpectrum of Virginia, Inc.  
Tennessee RSA 8 Limited Partnership  
by 360(degrees) Communications Company of Tennessee No. 1, its  
general partner  
Texas RSA #10B-2 Limited Partnership  
by 360(degrees) Communications Company of Texas No. 2, its  
general partner  
Texas RSA 10B4 Limited Partnership  
by 360(degrees) Communications Company, its general partner  
Texas RSA 9B3 Limited Partnership  
by 360(degrees) Communications Company, its general partner  
Virginia Metronet, Inc.  
Virginia RSA 1 Limited Partnership  
by 360(degrees) Communications Company of Virginia No. 1, its  
general partner

By: \_\_\_\_\_  
Name: Scott T. Ford  
Title: President

ALLTEL GUARANTORS:

Each of the undersigned Affiliates of ALLTEL Inc. hereby executes and delivers this Agreement as an ALLTEL Guarantor for the sole purpose of guaranteeing, jointly and severally, the ALLTEL Obligations in accordance with the terms and conditions of Sections 9.02 and 12.17, and each agrees to be bound by the provisions of Sections 9.02 and 12.17 with the same force and effect as if each were specifically named as an ALLTEL Guarantor in the above Agreement, such guaranty being in addition to its rights and obligations as an ALLTEL Entity, if applicable.

360(degrees) Communications Company  
360(degrees) Communications Company of Charlottesville  
360(degrees) Communications Company of Florida

360(degrees) Communications Company of Ft. Walton Beach Limited Partnership, by 360(degrees) Communications Company of Florida, its general partner  
 360(degrees) Communications Company of Hickory Limited Partnership by 360(degrees) Communications Company of Hickory No. 1, its general partner  
 360(degrees) Communications Company of Lynchburg  
 360(degrees) Communications Company of Nevada Limited Partnership by ALLTEL Communications, Inc., its general partner  
 360(degrees) Communications Company of New Mexico  
 360(degrees) Communications Company of North Carolina No. 1  
 360(degrees) Communications Company of Ohio No. 4  
 360(degrees) Communications Company of South Carolina No. 1  
 360(degrees) Communications Company of Texas Limited Partnership by 360(degrees) Communications Company, its general partner  
 360(degrees) Communications Company of Virginia  
 360(degrees) Communications Company Tennessee No. 2  
 Aliant Cellular, Inc.  
 ALLTEL Alabama Limited Partnership  
     by ALLTEL Corporate Services, Inc., its general partner  
 ALLTEL Mobile Communications of the Carolinas, Inc.  
 ALLTEL Ohio Limited Partnership  
     by 360(degrees) Communications Company of Petersburg, its general partner  
 ALLTEL Wireless Holdings, L.L.C.  
 Florida RSA 9 Limited Partnership  
     by ALLTEL Communications, Inc., its general partner  
 Georgia RSA 14 Cellular Partnership  
     by ALLTEL Communications, Inc., its general partner  
 Greenville MSA Limited Partnership  
     by TeleSpectrum, Inc., its general partner  
 Kansas RSA 15 Limited Partnership  
     by 360(degrees) Communications Company of Nebraska, its general partner  
 Liberty Cellular, Inc.  
 New York NewCo Subsidiary, Inc.  
 North Carolina RSA 15 North Sector Limited Partnership  
     by 360(degrees) Communications Company, its general partner  
 North Carolina RSA 6 Limited Partnership  
     by 360(degrees) Communications Company of North Carolina No. 1, its general partner  
 Ohio Cellular RSA Limited Partnership  
     by 360(degrees) Communications Company of Ohio No. 3, its general partner



Radiofone, Inc. (a Louisiana corporation)  
Radiofone, Inc. (a Tennessee corporation)  
RCTC Wholesale Corporation  
TeleSpectrum, Inc.  
TeleSpectrum of Virginia, Inc.  
Tennessee RSA 8 Limited Partnership  
by 360(degrees) Communications Company of Tennessee No. 1, its  
general partner  
Texas RSA #10B-2 Limited Partnership  
by 360(degrees) Communications Company of Texas No. 2, its  
general partner  
Texas RSA 10B4 Limited Partnership  
by 360(degrees) Communications Company, its general partner  
Texas RSA 9B3 Limited Partnership  
by 360(degrees) Communications Company, its general partner  
Virginia Metronet, Inc.  
Virginia RSA 1 Limited Partnership  
by 360(degrees) Communications Company of Virginia No. 1, its  
general partner  
360(degrees) Communications Company of Ohio No. 1  
360(degrees) Communications Company of Ohio No. 2  
360(degrees) Communications Company of Ohio No. 3  
360(degrees) Communications Company of Pennsylvania No. 1  
Petersburg Cellular Telephone Company, Inc.  
360(degrees) Communications Company of South Carolina No. 2  
360(degrees) Communications Company of Texas No. 1  
360(degrees) Communications Company of Texas No. 3  
360(degrees) Communications Company of Virginia No. 1

By: \_\_\_\_\_  
Name: Scott T. Ford  
Title: President

EXHIBIT A

Defined Terms

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"Action" means any action, suit, litigation, complaint, counterclaim, claim, petition, mediation contest, administrative or other proceeding, or request for material information by or pursuant to the order of any Governmental Authority, whether at law, in equity, in arbitration or otherwise, and whether conducted by or before any Governmental Authority or other Person, 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.

"Affiliate(s)" or "Affiliated" of a Person means any Person which, whether directly or indirectly, Controls, is Controlled by or is under common Control with the subject Party. "Agreement" means this Build to Suit Agreement together with its exhibits.

"Agreement to Sublease" means that certain Agreement to Sublease dated December 19, 2000 by and among ATC, ATC Parent, ALLTEL Inc., and the ALLTEL Entities.

"ALLTEL" has the meaning ascribed to such term in the Preamble of this Agreement.

"ALLTEL Companies" has the meaning ascribed to such term in the Preamble of this Agreement.

"ALLTEL Entities" means those partnerships, limited liability companies and corporations that are listed on Exhibit G attached hereto which are (i) signatories to this Agreement on the Effective Date hereof, or (ii) have joined in the execution and delivery of this Agreement by executing and delivering to ALLTEL Inc. and ATC on or before the ninetieth (90<sup>th</sup>/) day after the Effective Date, a Joinder to Agreement in the form attached hereto as Exhibit H. The Agreement shall automatically be deemed amended to include any of the ALLTEL Entities that executes and delivers to ATC and ALLTEL Inc. within the time frame set forth above a Joinder to Agreement without any other action or approval of any Party hereto.

"ALLTEL Equipment" means all personal property owned (or leased or licensed from third Parties) by ALLTEL and located or to be located on any BTS Site, as specifically set forth in and associated with the pricing set forth in the MLA, including, without limitation, the Antenna System Equipment.

"ALLTEL Guarantors" means, individually and in the aggregate, ALLTEL Inc., and those Affiliates of ALLTEL Inc. listed under the heading "ALLTEL Guarantors" on the signature pages hereto, each of whom have agreed to jointly and severally guarantee the ALLTEL Obligations in accordance with the terms and conditions set forth in Section 9.02.

"ALLTEL Inc." has the meaning ascribed to such term shall be the date that is indicated in the Preamble of this Agreement.

"ALLTEL Indemnatee" means ALLTEL, its Affiliates, and the respective directors, officers, partners, members, employees, representatives and agents of ALLTEL (excluding ATC, its Affiliates or any of their officers, directors, employees, agents, and representatives).

"ALLTEL Obligations" has the meaning ascribed to such term in Section 9.02.

"ALLTEL Permits" means any and all certificates, licenses, permits, authorizations, consents, special use permits and other approvals issued by the applicable Governmental Authorities having jurisdiction in such matters required to be obtained, issued, granted or received for the installation and operation of the ALLTEL Equipment at a BTS Site (other than the Tower Site Permits).

"ALLTEL Review Minimum" has the meaning ascribed to such term in Section 2.01(a).

"ATC" has the meaning ascribed to such term in the Preamble of this Agreement.

"ATC Existing Site(s)" has the meaning ascribed to such term in the MLA.

"ATC Obligations" has the meaning ascribed to such term in Section 9.01.

"ATC Parent" has the meaning ascribed to such term in the Preamble of this Agreement.

"Antenna System Equipment" means the antennas and associated coaxial cables, mounts, waveguides, bridges and other parts and materials traditionally associated with the installation of antenna equipment on a Tower structure (but specifically excluding installations associated with ALLTEL's shelters or cabinets) to be installed at a BTS Site for the benefit of ALLTEL.

"BTS Rent" means the License Fee due for a particular BTS Site in accordance with the applicable License and the MLA.

"BTS Site(s)" means a Tower communication facility, together with all associated improvements and other rights, that (a) is or shall be built and developed by ATC for the non-exclusive use by ALLTEL (or one of its Affiliates) pursuant to this Agreement, (b) is or shall be under the legal control (as owner, lessee, grantee or licensee) of ATC, (c) is or shall be located in the Territory, and (d) is not a site already owned or leased by ATC or any of its Affiliates or which is not constructed pursuant to this Agreement.

"Business Day" means any day other than a Saturday, Sunday or holiday of the federal government of the United States of America.

"Claim" has the meaning ascribed to such term in Section 10.03.

"Claimant" has the meaning ascribed to such term in Section 10.03.

"Claim Notice" has the meaning ascribed to such term in Section 10.03.

"Closing" has the meaning ascribed to such term in the Agreement to Sublease.

"Closing Date" has the meaning ascribed to such term in the Agreement to Sublease.

"Competing Bids" has the meaning ascribed to such term in Section 4.03.

"Completion", "Complete" or "Completed" means that the Completion Certificate has been accepted by ALLTEL in accordance with the procedures set forth in Paragraph IX of Exhibit B.  
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"Completion Certificate" means the certificate of completion issued by ATC with respect to construction of a Tower on a BTS Site in accordance with the procedures set forth in Paragraph IX of Exhibit B.  
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"Completion Date" means the date of upon which a BTS Site is Completed.

"Components" mean any of the materials listed on Exhibit K attached hereto which may be required or desired by ALLTEL for use at a BTS Site.

"Control" (including the terms "controlled," "controlled by" and "under common control with") means the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the management or policies of a Person, or the disposition of such Person's assets or properties, whether through the ownership of stock, equity or other ownership, by contract, arrangement or understanding, or as trustee or executor, by contract or credit arrangement or otherwise. The sole general partner of any Person that is a partnership will be deemed to control such Person and the sole manager(s) of any Person that is a limited liability company shall be deemed to control such Person.

"Days Late" has the meaning ascribed to such term in Section 5.02(a).

"Disagreement Notice" has the meaning ascribed to such term in Paragraph IX of Exhibit B.  
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"Effective Date" has the meaning ascribed to such term in the preamble of this Agreement.

"Environmental Exclusion Criteria" has the meaning ascribed to such term in the Agreement to Sublease.

"Excluded Site" has the meaning ascribed to such term in the Agreement to Sublease.

"Excusable Delay" has the meaning ascribed to such term in Section 11.01.

"Final Closing" has the meaning ascribed to such term in the Agreement to Sublease.

"Governmental Authority(ies)" means any federal, state, territorial, county, municipal, local, or other government or governmental agency, authority or body or any other type of

regulatory agency, authority or body, whether domestic or foreign, whether administrative, executive, judicial or legislative, including without limitation the FCC and the FAA.

"Ground Lease" means the ground lease, easement, right of way, or other right of use agreement, pursuant to which ATC holds or will hold a leasehold interest, leasehold estate or other real property interest or other right of use for any BTS Site.

"Ground Lessor" means the "grantor" or "lessor" or "landlord" or "licensor" under a Ground Lease.

"Included Sites" has the meaning ascribed to such term in the Agreement to Sublease.

"Indemnifying Party" has the meaning ascribed to such term in Section 10.03.

"In Progress Sites" has the meaning ascribed to such term in the Agreement to Sublease.

"Inspection Term" has the meaning ascribed to such term in Paragraph IX of Exhibit B.  
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"Installation Services" means the installation by ATC of the Antenna System Equipment in accordance with Paragraph VIII of Exhibit B.  
- - - - -

"Joinder to Agreement" means a Joinder to Agreement in the form attached hereto as Exhibit H pursuant to which certain ALLTEL Entities may join in the execution and delivery of this Agreement.

"Late Fee" has the meaning ascribed to such term in Section 5.02(a).

"Laws" means (a) all administrative, judicial, legislative or other actions, codes consent decrees, constitutions, decrees, directives, enactments, laws, injunctions, judgments, orders, ordinances, promulgations, regulations, requirements, rules, settlement agreements, statutes, or writs of any Governmental Authority, domestic or foreign; (b) the common law, or other legal precedent; or (c) all arbitrator's, mediator's or referee's final, binding and non-appealable awards, decisions, findings or recommendations.

"License" means an executed schedule in the form attached to the MLA and in accordance with the terms and conditions of this Agreement and the MLA.

"License Commencement Date" shall have the meaning ascribed to such term in the MLA.

"Licensed Space" has the meaning ascribed to such term in the MLA.

"License Fee" has the meaning ascribed to such term in the MLA.

"Losses" has the meaning ascribed to such term in Section 10.01.

"Minimum Included Sites" has the meaning ascribed to such term in Section 8.01(a)(ii).

"MLA" means that certain Master Tower Space License Agreement dated December 19, 2000 by and among ALLTEL Inc. and American Towers, Inc.

"NEPA" has the meaning ascribed to such term in Paragraph IV(A)(2) of Exhibit B.  
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"Notice of Dispute" shall have the meaning ascribed to such term in Section 12.11(a).

"NTP(s)" is the Notice to Proceed in the form attached Exhibit E that must  
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be submitted in accordance with Section 3.01(a).

"Party" means each of the ALLTEL Companies, ATC and ATC Parent, as appropriate.

"Parties" means the ALLTEL Companies, ATC and ATC Parent together.

"Pass-Through Expenses" shall have the meaning ascribed to such term in Section 4.04.

"Penalty Review Minimum" shall have the meaning ascribed to it in Section 5.02(b).

"Permit(s)" means, collectively, Tower Site Permits and ALLTEL Permits.

"Person" means an individual, partnership, joint venture, limited liability company, association, corporation, trust or any other legal entity.

"Purchase Price" has the meaning ascribed to such term in the Agreement to Sublease.

"Projected Completion Date" shall have the meaning ascribed to such term in Section 5.02(a).

"Rent Commencement Date" shall have the meaning ascribed to such term in the MLA.

"Representatives" shall have the meaning ascribed to such term in Section 12.04.

"Scope of Work" means the description of the services and actions to be taken by ATC and ALLTEL with respect to the performance of Services hereunder as specifically described in Exhibit B attached hereto.  
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"Search Ring" shall have the meaning ascribed to it in Section 3.01(a).

"Services" means all work required to be performed or procured by ATC as more particularly described in this Agreement and the Scope of Work.

"Site(s)" means BTS Site(s).

"Site Candidates" has the meaning ascribed to such term in Paragraph I(A) of Exhibit B.  
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"Site Candidate Data Sheet" has the meaning ascribed to such term in Paragraph I(B) of Exhibit B.  
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"Site Schedule" means a timetable prepared by ATC and approved in writing by ALLTEL with respect to each BTS Site which describes the time periods and completion dates for each of the activities necessary to Complete such BTS Site, in the form attached hereto as Exhibit D-1, as each such Site Schedule may be

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amended from time to time in accordance with specific provisions of this Agreement.

"Specifications" means the technical drawings, information and standards (including, without limitation, ALLTEL's RF standards for each BTS Site, if any) that are required to accommodate the installation and operation of ALLTEL Equipment and provided to ATC simultaneously with the delivery of a Search Ring and consistent with the specifications set forth in Exhibit F to this Agreement

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and incorporated herein by reference; provided, however, that ATC may, in its sole discretion, elect to exceed such specifications and standards so long as such excess does not adversely affect ALLTEL or the operation or installation of ALLTEL Equipment. ATC may, in its sole discretion, build any Tower as a monopole, lattice or guyed tower structure.

"Sublease" shall have the meaning ascribed to such term in the Agreement to Sublease..

"Term" has the meaning ascribed to such term in Section 8.01(a).

"Territory" means the geographic area located within United States of America (excluding Alaska and Hawaii) corresponding to each of the Metropolitan Statistical Areas, Rural Services Areas, Basic Trading Areas, and Market Trading Areas (as each of the immediately preceding terms is defined by the FCC) for which any of the ALLTEL Companies has a FCC license to provide wireless communication services (a) as of the Effective Date, and (b) any date after the Effective Date unless (X) ALLTEL obtains such FCC license, directly or indirectly, by acquisition of another entity (or the assets of such entity which assets include such FCC license) and such acquired entity or assets are subject to or bound by a separate build-to-suit or similar agreement with a third party and such third party agreement contains an exclusive right for such third party to provide certain services or a minimum numeric obligation to provide the third party with an opportunity to perform certain services thereunder, or (Y) ALLTEL obtains such FCC license, directly or indirectly, by entering into a new partnership or other joint venture after the Effective Date whereby ALLTEL has less than one hundred percent (100%) of the equity or voting control or by acquisition of less than one hundred percent (100%) of the equity or voting control in any existing partnership or other joint venture as part of a good faith independent transaction and not as a means of avoiding the provisions of this Agreement, in either case, whereby the consent of a third party is required in order to be subject to this Agreement and, after the exercise of reasonable and good faith efforts by ALLTEL, such third party does not grant such consent.

"Third Party Action" has the meaning ascribed to such term in Section 10.04.

"Third Party Action Notice" has the meaning ascribed to such term in Section 10.04.

"Tower" means a wireless communication tower structure with an engineered foundation..

"Tower Site Permits" means any and all certificates, zoning approvals, licenses, permits, authorizations, registrations, consents, special use permits, environmental studies and other analyses and approvals required or issued by the applicable Governmental Authorities having jurisdiction in such matters required to be obtained, issued, granted or received for the construction and use of the structures (other than ALLTEL Equipment) at a BTS Site, including, without limitation, the tower/antenna structure.

"Zoning Approvals" means any and all certificates, zoning approvals, variances, licenses, authorizations, consents, special use permits, and other similar approvals (but excluding Permits and their associated attachments or submissions) required or issued by the applicable Governmental Authorities having jurisdiction in such matters required to be obtained, issued, granted or received for the construction and use of the Site, including, without limitation, the Tower/antenna structure.



EXHIBIT B

Scope of Work

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I. SITE IDENTIFICATION

- A. For each Search Ring, ATC shall propose to ALLTEL up to three (3) viable BTS Sites within the corresponding Search Ring that meet or exceed the Specifications ("Site Candidate(s)") within fifteen (15) calendar days following ATC's written acceptance (or deemed acceptance) of a Search Ring in the form of Site Candidate Data Sheets; (provided, however, that in the event that ATC accepts more than ten (10) NTPs offered to ATC during any given consecutive seven (7) day period, ATC shall be entitled to an additional fifteen (15) calendar days for each group of up to ten (10) NTPs in excess of the initial ten (10) NTPs), together with notice of any shelter/cabinet stacking requirements as set forth in Section 8.1(b) of the MLA.
- B. For each Site Candidate, ATC shall submit to ALLTEL a site package containing the site candidate data sheet in the form attached hereto as Exhibit I ("Site Candidate Data Sheet").
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- C. In the event that ATC is unable to locate a Site Candidate within any Search Ring designated by ALLTEL that is available, can be constructed or acquired on commercially reasonable terms, and meets or exceeds the Specifications, ATC and ALLTEL may agree to discuss, in good faith, reasonable changes to the Specifications, Site Schedules, network design and/or BTS Rent with respect to any such Search Ring. Any such changes agreed upon between the Parties in an effort to locate an acceptable and reasonable Site Candidate shall be evidenced in a writing signed by both Parties.
- D. In addition to the foregoing, with respect to the Site Identification Services, ATC shall:
- . Investigate search area map for potential candidates
  - . Examine local zoning and site zoning risk assessment

II. SITE SELECTION

- A. Following a caravan/site visit, ATC shall suggest a preference order (by ascending rank) of each Site Candidate within each Search Ring.
- B. Not later than ten (10) calendar days after receipt of such Site Candidates (provided, however, that in the event that ATC delivers Site Candidates for more than ten (10) Search Rings to ALLTEL during any given consecutive seven (7)

day period, ALLTEL shall be entitled to an additional ten (10) calendar days for each group of up to ten (10) Search Rings in excess of the initial ten (10) Search Rings), ALLTEL shall select one of such proposed Site Candidates by providing ATC with written notice of such selection in the form attached hereto as Exhibit J. In the event

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ALLTEL does not notify ATC of its selection of a Site Candidate within the time frames specified herein, ATC shall provide ALLTEL with written notice of such failure and if ALLTEL fails to respond within five (5) Business Days following receipt of such notice, (a) ATC shall not be obligated to perform any further Services with respect to such Search Ring and ALLTEL shall promptly pay ATC Two Thousand Five Hundred Dollars (\$2,500), and (b) such Site shall not be deemed a BTS Site hereunder for the purposes of the ALLTEL Review Minimum, if applicable, or the Penalty Review Minimum, if applicable, nor Section 8.01(b)(v).

C. In addition to the foregoing, with respect to the Site Selection Services, ALLTEL shall perform drive tests, as needed.

D. In addition to the foregoing, with respect to the Site Selection Services, ATC shall:

. Coordinate site candidate visits with Planning, RF, interconnect and Construction

. Coordinate drive test & site visits by ALLTEL.

### III. SITE ACQUISITION

A. ATC shall acquire, in ATC's name, fee simple title, a leasehold interest or other acceptable use right for the selected Site Candidate.

B. Subject to the terms and conditions of this Agreement, ATC and ALLTEL will be unconditionally obligated to sign a License with respect to each BTS Site following ATC's acquisition of fee simple title or the execution of a Ground Lease for a BTS Site and will thereafter perform their respective obligations thereunder in accordance with the License and this Agreement. Within ten (10) Business Days after such acquisition or execution by ATC, ATC will forward a License to ALLTEL and ALLTEL shall return three (3) unaltered and originally executed copies to ATC within ten (10) Business Days after its receipt thereof, subject to the terms and conditions of this Agreement.

C. In addition to the foregoing, with respect to the Site Acquisition Services, ATC shall perform the following:

- . Legal review of Ground Lease
- . Negotiation of Ground Lease
- . Prepare exhibits for Ground Lease
- . Pay Ground Lease rent and security deposits

- . Obtain Ground Lease memorandums, subordination and non-disturbance agreements, as needed
- . Prepare exhibits for License

#### IV. SITE DEVELOPMENT/DUE DILIGENCE

A. ATC shall perform, cause the performance of, or obtain copies of the following for each BTS Site and provide a copy of each to ALLTEL:

1. ATC shall obtain a copy of any existing environmental reports or, if not available, engage a qualified environmental consultant reasonably acceptable to ALLTEL to perform an ASTM-Phase One ESA (as required). The results of such assessment shall be delivered to ALLTEL in writing.
2. ATC shall obtain a copy of any existing NEPA checklist or, if not available, retain a qualified environmental consultant reasonably acceptable to ALLTEL to conduct an assessment of environmental effects pursuant to the National Environmental Policy Act ("NEPA"), including all actual or potential federal, state, local or other jurisdictional environmental requirements, including, but not limited to, the regulations and published guidance of the Federal Communications Commission regarding environmental assessments under NEPA (e.g., FCC Rules on Environmental Impact, 47 C.F.R.1.1307 et seq., including such consultation with federal, state and local authorities as may be required) (but excluding the two questions of the NEPA checklist that read as follows: (a) Will the antenna equal or exceed total power (of all channels) of 2000 Watts ERP (3280 Watts EIRP) and have an antenna located less than 10 meters above ground level?, and (b) Will the roof- top antenna equal or exceed total power (of all channels) of 2000 Watts ERP (3280 Watts EIRP)?) (the "NEPA Assessment"); provided, however, that any failure to receive a timely response from local or state authorities following a timely request for consultation shall not be deemed a default hereunder by ATC for such Site. ATC shall oversee and cause the completion and execution of the NEPA Assessment, and ATC shall deliver a copy of such completed and executed NEPA Assessment to ALLTEL. At a minimum, the NEPA Assessment shall consider, and ATC shall deliver to ALLTEL documents (including, as appropriate, concurrence letters from all applicable Governmental Authorities) evidencing, whether a proposed site:
  - . is located in an officially designated wilderness area;
  - . is located in a designated wilderness preserve;
  - . may affect threatened or endangered species or their habitats;
  - . may affect migratory birds;
  - . may affect sites listed or potentially listed on the "National Register of Historic Places" or sites within or in the vicinity of Historic Districts;
  - . may affect sites within the jurisdiction of any state historic preservation office;

- . may affect Indian religious sites;
- . is located in a flood plain;
- . may involve a significant change in surface features;
- . may contain a Tower to be equipped with high intensity whitelight which would be located in a residential neighborhood.

3. ATC shall obtain from the Ground Lessor copies of any title insurance policies, deeds, or other documents reasonably required to evidence valid title to the BTS Site;

B. At ALLTEL's option and additional expense as a Pass-Through Expense, ATC will oversee and cause to be performed activities required to complete a test for radio frequency emissions to determine whether the proposed facilities are located where an operator or transmitter would cause human exposure to levels of radio frequency radiation in excess of the limits specified in Subsections 1.1310 and 2.1093, 47 C.F.R. (Applications to the FCC for construction permits, licenses to transmit or renewals thereof, equipment authorizations or modifications in existing facilities must contain a statement confirming compliance with the radio frequency limits unless the facility, operation or transmitter is categorically excluded as discussed in Subsection 1.1307. Technical information showing the basis for this statement must be submitted to the FCC upon request.)

C. In addition to the foregoing, ATC shall perform the following prior to submitting any Zoning Approval applications, if applicable:

- . Perform a title search
- . Zoning feasibility analysis including existing structures, collocation, and publicly owned land
- . Site specific zoning analysis
- . Obtain existing Site Surveys or order and pay for site surveys
- . Order and pay for geotechnical reports

D. In addition to the foregoing, ATC shall perform the following FAA-related services prior to submitting any Zoning Approval applications, if applicable:

- . Obtain preliminary airspace analysis from qualified airspace, if required
- . Prepare and file all FAA and FCC applications, registrations, etc. forms with respect to the BTS Site (other than the ALLTEL Equipment).

E. ATC shall also conduct de-tuning study for AM antennas if necessary as a Pass-Through Expense

#### V. ZONING APPROVALS

A. ATC shall endeavor to obtain all necessary Zoning Approvals for the construction of Tower at a BTS Site and the installation of the ALLTEL Equipment at each BTS Site.

- B. ALLTEL or ATC, as reasonably determined by ATC, shall be the applicant for any and all necessary Zoning Approvals.
- C. ATC shall be responsible for preparing and filing all applications for, and pursuing and obtaining, the Zoning Approvals.
- D. ATC shall coordinate and manage all professional and technical services required in connection with the preparation and filing of applications for and obtaining all Zoning Approvals.
- E. ATC will prepare and submit all zoning applications with required drawings, and other related materials.
- F. ATC will attend all required hearings and will represent ALLTEL at ALLTEL's request. ALLTEL agrees to attend any hearing in which the presence of an ALLTEL staff member is required or reasonably necessary.
- G. ALLTEL will cooperate in good faith and promptly with ATC's efforts to obtain the Zoning Approvals, at the request of ATC.
- H. ATC will not be under any obligation to build any BTS Site prior to obtaining the necessary Zoning Approvals.
- I. In the event that ATC reasonably determines that no Zoning Approval is required, ATC shall provide a written statement to ALLTEL that no such Zoning Approval is required and the basis for such determination.
- J. In no event shall ATC be required to appeal any adverse Zoning Approval (including, without limitation, adverse conditions on any such Zoning Approvals) to any court of law.
- K. If ALLTEL or ATC reasonably determine that ATC's proposed Tower height would directly and solely cause an extension of time to obtain any Zoning Approval beyond the period set forth in the applicable Site Schedule, ATC shall construct a Tower that will not result in any such additional delay and that meets the Specifications. Notwithstanding the foregoing, ATC shall have the right (i) to pursue Zoning Approval for a Tower which meets ALLTEL's requirements but which can be subsequently modified to increase the height of the Tower in order to meet ATC's requirements, (ii) to pursue simultaneous Zoning Approvals for the construction of (1) a temporary structure which satisfies ALLTEL's requirements, if all Zoning Approvals for such temporary structure can be obtained within the time provided in the applicable Site Schedule, and (2) a permanent Tower with greater height which meets both ALLTEL's and ATC's requirements. In the event that ALLTEL installs the ALLTEL Equipment on any temporary tower structure prior to ATC's completion of obtaining permits and constructing a higher

permanent Tower, following completion of such higher permanent Tower, the ALLTEL Equipment shall be relocated to the permanent Tower at ATC's sole cost and expense at the original height requested by ALLTEL, and under the direction of ALLTEL.

- K. In addition to the foregoing, with respect to the Site Zoning Services, ATC shall perform or obtain the following:
- . Pay for all drawings required by ATC or Governmental Authorities for the BTS Site (but not the ALLTEL Equipment or the installation thereof or ALLTEL Permits)
  - . Prepare materials for Public Hearings
  - . Coordinate Expert testimony
  - . Coordinate ALLTEL testimony support (RF)
  - . Perform a title search
  - . Photo simulations, if required
  - . Obtain FAA and FCC approvals with respect to the BTS Site (other than the ALLTEL Equipment).

#### VI. BUILDING PERMITS

- A. Upon request from ALLTEL, ATC shall use all commercially reasonable efforts to obtain all necessary ALLTEL Permits, as set forth in Exhibit C. ATC shall, at its own cost and expense, procure and maintain all Tower Site Permits with respect to the BTS Sites prior to the construction of each BTS Site and the installation of any ALLTEL Equipment at such Site. The costs and expenses associated solely with the attachments and exhibits for the ALLTEL Permits and all associated filing or application fees shall be Pass-Through Expenses.
- B. ALLTEL will cooperate in good faith with ATC, at the request of ATC and at ATC's sole expense, to obtain the necessary Permits required to complete the Services.
- C. ATC will not be under any obligation to build any BTS Site prior to obtaining the necessary Tower Site Permits.
- D. In addition to the foregoing, ATC shall perform or obtain the following:
- . Prepare Permit Exhibits
  - . Pick up Tower Site Permits
  - . Pick up ALLTEL Permits
  - . Acquire building and electrical permit approval

#### VII. BTS SITE CONSTRUCTION

- A. Notwithstanding anything to the contrary, ATC is not responsible for any costs or expenses associated with or delays caused by the failure of the local utility provider or telco to deliver and/or install telephone or utility service to any Site (so long as ATC timely requested the installation of p.o.t.s. telco service or other non-teleco utility).
- B. ATC shall only arrange for p.o.t.s. telco service at the Site. With respect to all BTS Sites, ALLTEL and its Affiliates shall have the right to first offer to perform the foregoing installation and provide the associated telecommunications service to ATC at the BTS Site, if the Site is located in an area where ALLTEL or its Affiliates provides such services, as follows: (a) ATC shall submit all necessary requirements to ALLTEL, (b) ATC shall solicit offers from other telecommunications providers and shall provide ALLTEL with a list of bids from three (3) other telecommunication providers, if possible, (c) ALLTEL shall have the exclusive right to perform the installation and provide such service at a price equal to the lower of (X) the last bid offered by ALLTEL, if any, or (Y) the average of the three (3) bids received by ATC by notifying ATC within five (5) business days after receipt of the notice of the three (3) bids from ATC whether ALLTEL will perform such services, in which event ALLTEL shall commence such services as soon as reasonably practicable or as mutually agreed to by the Parties hereto, and (d) if ALLTEL shall notify ATC that ALLTEL shall not perform the such services at the average of the three (3) bids, or if ALLTEL shall fail to notify ATC during such five (5) business day period, ATC shall have the right to use another telecommunications provider of its choice to perform such services.
- C. In addition to the foregoing, with respect to the BTS Site and Tower (not ALLTEL Equipment), ATC shall perform or obtain the following:
- . Conduct feasibility for constructability reviews (Power, Access, design engineering)
  - . Create or coordinate initial site designs with Planning, Site Acquisition and RF Engineering
  - . Coordinate the development of Planning and Construction Documents / Drawings
  - . Pre-qualify civil and installation contractors
  - . Determine work order processing and payment methods for subcontractor services, if any.
  - . Negotiate Master Agreements with general contractors
  - . Obtain construction cost quotes from civil contractors
  - . Coordinate contracts with civil contractors
  - . Coordination with electric utility for power supply to site
  - . Conduct site inspections
  - . Provide punch lists and final civil site acceptance
  - . Provide Construction Status Reports Assemble close-out documentation and site files
  - . Review civil construction billing

- . Prepare construction drawings for Tower and BTS Site
- . Provide As-Built comments and redlines on existing drawings
- . Equipment Pad Installation for ALLTEL shelter
- . As-Built drawing Mark-up
- . Order and manage telephone service delivery (p.o.t.s)
- . Coordinate site visits and access for telephone service delivery (p.o.t.s.)
- . Order and manage electric service delivery
- . Coordinate site visits and access for electric delivery
- . Installation of final connections from telephone company (p.o.t.s) & Power box with respect to the Site
- . Pay for Drawings (American Tower portion of cost to include American Tower's foundation, tower, compound, and access road on American Tower's drawings), otherwise, as a Pass-Through Expense
- . Submit FAA filing
- . Oversee compliance with land use clearance requirements
- . Pay for and Design Tower Foundation Installation
- . Access Road Clearing, Grading and Paving
- . Tower Erection
- . Tower Obstruction Lighting
- . Provide Grounding System Design, Installation and Testing for tower and fencing
- . Provide Site Fencing
- . Landscaping
- . Place purchase orders for towers
- . Coordinate the delivery of Towers
- . File for FCC antenna registration

#### VIII. ALLTEL EQUIPMENT INSTALLATION SERVICES

If the Installation Services are to be performed by ATC pursuant to Section 4.03 of the Agreement (and subject to and to be superceded by any scope of work provided by ALLTEL and bid submitted by ATC pursuant to Section 4.03 of the Agreement), the following shall apply to the Installation Services:

- A. ALLTEL shall be solely responsible for the purchase of the ALLTEL Equipment, subject to Section 4.04 of the Agreement.
- B. ALLTEL shall be responsible for the delivery of all ALLTEL Equipment (subject to Section 4.04 of the Agreement) to the BTS Site in a timely manner.
- C. ATC shall be responsible for the delivery of the Components to the BTS Site in a timely manner, if applicable under Section 4.04 of the Agreement.
- D. ATC or one of its Affiliates shall install the ALLTEL Equipment at each of the Sites in accordance with the terms and conditions of the Agreement and ALLTEL shall compensate ATC for such additional services in accordance with Section 4.03 of the Agreement.



- E. In addition to the foregoing, with respect to the Site Construction Services, ALLTEL shall perform or obtain the following:
- . Purchase, deliver and Install Radio Equipment (including cabinets), other than shelter, antenna system equipment, and Components.
  - . Coordinate Radio Equipment ATC
  - . Install Radio Equipment cabinets
  - . Install Radio Equipment cabinets
  - . Radio Equipment Delivery Off-Loading
  - . Provide site installation parameters, specifications and details
  - . Provide Grounding System Design, Installation and Testing for Radio Equipment
  - . Arrange for and pay for special construction of telephone service or power
  - . Provide Drawings of ALLTEL's antennas, cables, supports, and equipment as agreed prior to design.
  - . Purchase and installation of Generator

- F. In addition to the foregoing, with respect to the Site Construction Services, ATC shall perform or obtain the following:

Civil Construction Services:

- 
- . Mobilize to project site(s).
    - . Furnish and install one (1) concrete equipment pad on grade (12" concrete slab on grade with grade beam or footer or as required by local code) not to exceed (a) 12 foot x 28 foot.
  - . Furnish and install 200 amp electrical service, panel board and TelCo service up to 100 linear feet from multi-gang electrical distribution panel on site or nearest power /TelCo access.
  - . Provide and install sub-surface halo grounding ring around equipment pad foundation, tie into existing tower halo ground system and provide ground resistance testing documentation.
  - . Install up to 10 linear feet of elevated cable tray / ice bridge from equipment pad to tower.
  - . Provide "as built" drawings of all Tower construction
  - . Provide "as built" drawings of the ALLTEL Equipment as a Pass-Through Expense, upon ALLTEL's request
  - . Maintain site cleanliness and remove all job-related debris when completed.

Antenna System Installation Services:

- 
- . Mobilize to project site(s).
  - . Deliver Components
  - . Install antennas
  - . Install and properly attach approved transmission line.
  - . Provide and install all connectors and jumpers and weatherproofing.
  - . Provide and install and connect to tower halo ground system, a three point coax-grounding kit per transmission line (top, middle, and bottom).
  - . Sweep test all antennas and transmission lines and document results.

- . Maintain site cleanliness and remove all antenna system related debris when completed.

#### IX. COMPLETION

- A. Within five (5) days following ATC's notification to ALLTEL of Completion of the Services (including, without limitation, the Installation Services, if applicable) at any BTS Site, ATC and ALLTEL shall perform a joint site punch inspection. At such joint inspection, ALLTEL and ATC shall mutually execute a Completion Certificate based on their good faith belief that such BTS Site is Completed. In the event that ALLTEL does not believe that the Site is Completed, ALLTEL shall not execute the Completion Certificate during the joint punch inspection and shall have five (5) Business Days (the "Inspection Term") to deliver to ATC a written notice (the "Disagreement Notice") describing in reasonable detail the reasons for ALLTEL's good faith determination that such BTS Site does not comply with the Specifications or other provisions of this Agreement, indicating the actual deviation from the Specifications. ALLTEL will be deemed to have accepted the Completion Certificate upon failure to issue a Disagreement Notice within the Inspection Term, and for purposes of this Agreement and the applicable License, the Completion Date shall be the earlier of (a) the mutual execution of the Completion Certificate or (b) the date of expiration of the Inspection Term. ATC shall deliver "as built" drawings of the Tower and ground resistance testing documentation within ten (10) days following the expiration of the Inspection Term.
- B. In the event that ALLTEL delivers to ATC a Disagreement Notice and ATC determines in good faith that the reasons for disagreement expressed by ALLTEL in a Disagreement Notice are valid, ATC shall evaluate the deviations from the Specifications expressed by ALLTEL in the Disagreement Notice and shall make the corresponding modifications to the BTS Site to comply with the Specifications, if necessary, within a time period to be determined by ATC and ALLTEL, based on ATC's determination of the work required. If ALLTEL agrees in writing to extend the time periods set forth in the Site Schedule, the Site Schedule will be modified accordingly. Upon Completion, ATC will issue a new Completion Certificate to ALLTEL under the terms specified in subsection (A) above, and ALLTEL will again have the rights set forth in subsection (A) to accept or not accept the Completion Certificate.
- C. In the event ATC determines in good faith that the reasons for disagreement expressed by ALLTEL in a Disagreement Notice are not valid, the parties shall treat the matter as a dispute under terms of Section 12.12 of the Agreement.

EXHIBIT C  
PASS-THROUGH EXPENSES  
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The following costs shall be passed through to ALLTEL at cost plus 20%, subject to the terms of Section 4.06:

- i. Architectural and electrical drawings for ALLTEL Equipment;
- ii. Azimuth verification surveys;
- iii. Engineering services;
- iv. EME/RF exposure to human radiation testing
- v. AM Tower De-Tuning

With respect to ALLTEL Permits, in the event that ALLTEL requests that ATC perform the Services associated thereto in accordance with Section VI(A) of Exhibit B, ATC shall be compensated as follows:

- i. In the event that ALLTEL requests and provides to ATC all information and documentation required to file for the ALLTEL Permits so that ATC may file and pursue the ALLTEL Permits simultaneously with the Tower Permits, ATC shall be paid for all associated out-of-pocket expenses directly associated with obtaining the ALLTEL Permits as a Pass-Through Expense (cost plus 20%), including, without limitation, all municipal filings, permit and inspection fees for ALLTEL Permits; and
- ii. In the event that ALLTEL does not request and provide all information and documentation to ATC required to file for the ALLTEL Permits simultaneously with the Tower Permits, ALLTEL and ATC shall mutually agree in writing on appropriate consideration to be paid to ATC for the performance of Services associated with the ALLTEL Permits.

EXHIBIT D-1  
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FORM OF SITE SCHEDULE  
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The form set forth here is a sample only; provided, however, that the time periods filled in below reflect timeframes agreed to in this Agreement. Site Schedules shall be completed on a Site-to-Site basis as set forth in Section 5.01 of the Agreement and shall in all events be consistent with the time frames provided in the Agreement and the outside time frames set forth in Exhibit D-2.

ACTION REQUIRED -----	TIME PERIOD FOR ----- PERFORMANCE OF ----- ACTION -----	ACTION TO BE ----- PERFORMED BY: -----
Delivery of Site Candidates to ALLTEL	fifteen (15) calendar days following ATC's written acceptance (or deemed acceptance) of an NTP (provided, however, that in the event that ATC accepts more than ten (10) NTPs offered to ATC during any given consecutive seven (7) day period, ATC shall be entitled to an additional fifteen (15) Business Days for each group of up to ten (10) NTPs in excess of the initial ten (10) NTPs), subject to Section I(C) of Exhibit B	ATC
Notice of selection of a Site Candidate to ATC	10 calendar days after ATC's delivery of Site Candidate (provided, however, that in the event that ATC delivers Site Candidates for more than ten (10) Search Rings to ALLTEL during any given consecutive seven (7) day period, ALLTEL shall be entitled to an additional ten (10) calendar days for each group of up to ten (10) Search Rings in excess of the initial ten (10) Search Rings),	ALLTEL
Technical Caravan		ATC/ALLTEL
Site Acquisition Services (Section III of Exhibit B)		ATC
Delivery of License to ALLTEL for execution	10 business days after ATC's acquisition of a Ground Lease or land for a BTS Sites	ATC
Execution of License by ALLTEL	10 business days after ALLTEL's receipt of the License from ATC	ALLTEL
Site Development/Due Diligence (Section IV A and C)		ATC
FAA Filing (Section IV(D))		ATC
Submission of zoning application or determination that no Zoning Approval is required		ATC

Submission of all applications for Permits or determination that no Permits are required	ATC
--	-----

Construction completed and, if applicable, installation of ALLTEL Equipment by ATC	ATC
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## EXHIBIT D-2

## OUTSIDE TIME FRAMES FOR SITE SCHEDULES

This form provides outside time frames for the performance of Services. The time frames in each Site Schedule shall not extend beyond the time frames set forth below, subject to Site-specific or jurisdiction specific variances and the provisions of Section 5.01 which are agreed to in writing between the Parties.

ACTION REQUIRED	OUTSIDE TIME PERIOD FOR PERFORMANCE OF ACTION	ACTION TO BE PERFORMED BY:
Delivery of Site Candidates to ALLTEL	fifteen (15) calendar days following ATC's written acceptance (or deemed acceptance) of an NTP (provided, however, that in the event that ATC accepts more than ten (10) NTPs offered to ATC during any given consecutive seven (7) day period, ATC shall be entitled to an additional fifteen (15) Business Days for each group of up to ten (10) NTPs in excess of the initial ten (10) NTPs), subject to Section I(C) of Exhibit B	ATC ---
Notice of selection of a Site to ATC	10 calendar days after ATC's delivery of Site Candidate (provided, however, that in the event that ATC delivers Site Candidates for more than ten (10) Search Rings to ALLTEL during any given consecutive seven (7) day period, ALLTEL shall be entitled to an additional ten (10) calendar days for each group of up to ten (10) Search Rings in excess of the initial ten (10) Search Rings),	ALLTEL
Technical Caravan	10 calendar days following ATC's receipt of ALLTEL's notice of selection of a Site Candidate	ATC/ALLTEL

Site Acquisition Services (Section III of Exhibit B)	(a) in the event that the Ground Lessor is an individual, 45 days after the technical caravan	ATC
	(b) in the event that the Ground Lessor is a privately owned corporation or company, 90 days after the technical caravan	
	(c) in the event that the Ground Lessor is a publicly traded corporation or company, 120 days after the technical caravan	
	(d) in the event that the Ground Lessor is a Governmental Authority, religious organization or other non-profit organization, 180 days after the technical caravan	
Delivery of License to ALLTEL for execution	10 business days after ATC's acquisition of a Ground Lease or land for a BTS Sites	ATC
Execution of License by ALLTEL	10 business days after ALLTEL's receipt of the License from ATC	ALLTEL
Site Development/Due Diligence Services (Section IV(A) and (C))	60 calendar days after completion of all Services described in Paragraph III of Exhibit B (site acquisition related Services)	ATC
FAA Filings (Section IV(D))	120 calendar days after completion of all Services described in Paragraph III of Exhibit B (site acquisition related Services)	
Submission of zoning application or determination that no Zoning Approval is required	5 calendar days after completion of all Services described in Paragraph IV of Exhibit B (site due diligence related Services)	ATC
Submission of all applications for Permits or determination that Permits are required	10 calendar days after receipt of Zoning Approval	ATC
Construction Start	7 calendar days after receipt of all Permits	ATC
Tower construction and Site Improvements completed	30 calendar days after the construction start	ATC

Installation of ALLTEL Equipment by ATC	If ATC performs the Installation Services, 7 calendar days after the later of (a) completion of construction of the Tower and Site Improvements or (b) delivery of all ALLTEL Equipment to BTS Site by ALLTEL	ATC
PROJECT COMPLETION DATE	<p>If ATC performs Installation Services:            If ATC performs the Installation Services, 7 calendar days after the later of (a) completion of construction of the Tower and Site Improvements or (b) delivery of all ALLTEL Equipment to BTS Site by ALLTEL</p> <p>If ATC does not perform Installation Services: 30 calendar days after the construction start</p>	ATC



EXHIBIT E  
FORM OF NOTICE TO PROCEED  
-----

REQUEST: ATC is hereby requested to perform the services described below  
-----

pursuant to that certain Build to Suit Agreement dated December 19, 2000 between ALLTEL Communications, Inc., the ALLTEL Entities,, American Towers, Inc. and American Tower Corporation for the Search Ring designated below:

MARKET:

CITY:

STATE:

ALLTEL FIELD OFFICE CONTACT:   Name:  
                                  Address:  
  
                                  Phone:  
                                  Fax:  
                                  Email:

DOCUMENTS ATTACHED (check all that apply):

☐ Search Ring (mandatory)                   ☐ Other: \_\_\_\_\_  
☐ Specifications (mandatory)                   \_\_\_\_\_

Approved:  
ALLTEL \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date signed: \_\_\_\_\_

ONE (1) NOTICE TO PROCEED PER SEARCH RING OR PROPOSED SITE

-----  
ACCEPTANCE OR REJECTION BY ATC

ATC hereby (circle one) ACCEPTS or REJECTS the Search Ring described above.

In the event that ATC rejects the BTS Site, has a Ground Lease been executed or land acquired by ATC?

Circle one (MANDATORY): Yes       or       No

If yes, ALLTEL has 10 Business Days following receipt of this notice to request that ATC assign the BTS Site to ALLTEL or Any third party designated by ALLTEL.

ATC FIELD OFFICE CONTACT:   Name:  
                                  Address:  
  
                                  Phone:  
                                  Fax:  
                                  Email:

Approved: American Towers, Inc.  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date signed: \_\_\_\_\_

EXHIBIT F  
SPECIFICATIONS

- . Tower Structure - A multi-tenant tower or antenna structure and foundation capable of accommodating the ALLTEL Equipment. ATC shall retain the right, in its sole discretion, to construct such towers as monopole, guyed or self support towers.
- . Site Compound -- ATC will provide a compound that will have (i) fencing, (ii) if applicable, gravel on the access road, around the base of the Tower and (iii) such ground covering as necessary to prevent the growth of grass, weeds or other vegetation around the base of the Tower and ALLTEL's shelter.
- . Fencing -- ATC will provide a mesh wire fencing around the Tower, which will be six (6) feet tall. The fence will include a swing gate with a lock. Barbed wire will be installed at the top of the fence, if permitted by the Ground Lessor and applicable Governmental Authorities. ATC will provide an alternative type of fencing if required by permitting due to location of the site.
- . Grounding - A tower structure with a lightning rod at the top of the tower, at least one (1) ground rod at each leg of the tower, a master buss bar connection, buss bars at the top, middle and bottom of the tower, a #2 solid tinned or stranded grounding connection, and 4 Aut wire cad welds of the buss bars into the grounding system, the combination of which shall have 5 ohms or less resistance. Grounding with 5 ohms or less resistance will also be provided from the power and telco facilities.
- . Shelter/Cabinet Space - Ground space and a concrete equipment pad of up to 12' x 28' x 10'; provided, however, that in the event that the Site selected by ALLTEL is space-constrained (with respect to the accommodation of no less than three broadband equivalent tenant shelter installation), the Parties agree to negotiate in good faith a smaller shelter/equipment pad size. The shelter will be grounded at 5 ohms or less resistance and ATC shall provide and place gravel or small rocks around the base of the concrete equipment pad.
- . Utilities
  - Combined utility pedestal for electrical and p.o.t.s. telephone service to the compound. 200 Amp single phase electrical service, to include the following:
    - Transformer (if required), dedicated meter base, and service disconnect Buried conduit from the nearest utility pole or transformer outside the fenced compound to the meter panel inside the site compound.

Overhead or underground, at ATC's election, electrical service to the site compound from the nearest electrical service, or buried electrical service if required for permitting the site.

Telephone company demarcation box, to include the following:

Telephone company demarcation box installed on the combined utility pedestal Buried conduit from the nearest telephone company pole or junction box to the telephone company demarcation box inside the site compound

Overhead or underground, at ATC's election, p.o.t.s. telephone service to the site compound from the nearest telephone company pole/junction box, or buried service, if required for permitting the site, or underground service already exists at the last telephone company access point.

The site utilities may be designed for multi-tenant use to accommodate future tenants.

EXHIBIT G

List of ALLTEL Entities

360(degrees) Communications Company  
360(degrees) Communications Company of Charlottesville  
360(degrees) Communications Company of Florida  
360(degrees) Communications Company of Ft. Walton Beach Limited Partnership  
360(degrees) Communications Company of Hickory Limited Partnership  
360(degrees) Communications Company of Lynchburg  
360(degrees) Communications Company of Nevada Limited Partnership  
360(degrees) Communications Company of New Mexico  
360(degrees) Communications Company of North Carolina No. 1  
360(degrees) Communications Company of Ohio No. 4  
360(degrees) Communications Company of South Carolina No. 1  
360(degrees) Communications Company of Texas Limited Partnership  
360(degrees) Communications Company of Virginia  
360(degrees) Communications Company Tennessee No. 2  
Aliant Cellular, Inc.  
ALLTEL Alabama Limited Partnership  
ALLTEL Mobile Communications of the Carolinas, Inc.  
ALLTEL Ohio Limited Partnership  
ALLTEL Wireless Holdings, L.L.C.  
Florida RSA 9 Limited Partnership  
Georgia RSA 14 Cellular Partnership  
Greenville MSA Limited Partnership  
Kansas RSA 15 Limited Partnership  
Liberty Cellular, Inc.  
New York NewCo Subsidiary, Inc.  
North Carolina RSA 15 North Sector Limited Partnership  
North Carolina RSA 6 Limited Partnership  
Ohio Cellular RSA Limited Partnership  
Radiofone, Inc.  
RCTC Wholesale Corporation  
TeleSpectrum, Inc.  
TeleSpectrum of Virginia, Inc.  
Tennessee RSA 8 Limited Partnership  
Texas RSA #10B-2 Limited Partnership  
Texas RSA 10B4 Limited Partnership  
Texas RSA 9B3 Limited Partnership  
Virginia Metronet, Inc.  
Virginia RSA 1 Limited Partnership  
360(degrees) Communications Company of North Carolina Limited Partnership  
ALLTEL Cellular Associates of Arkansas Limited Partnership

ALLTEL Cellular Associates of South Carolina Limited Partnership  
ALLTEL Central Arkansas Cellular Limited Partnership  
ALLTEL Missouri RSA #14 Limited Partnership  
ALLTEL Northern Arkansas RSA Limited Partnership  
Arkansas RSA #2 (Searcy County) Cellular Limited Partnership  
Baton Rouge Cellular Telephone Company  
Charleston-North Charleston MSA Limited Partnership  
Fayetteville MSA Limited Partnership  
Florida RSA #1B (Naples) Limited Partnership  
Georgia RSA 12 Cellular Partnership  
Georgia RSA 8 Cellular Partnership  
Las Cruces Cellular Telephone Company  
Missouri RSA #15 Limited Partnership  
Missouri RSA #2 Partnership  
Missouri RSA #4 Limited Partnership  
North Carolina RSA #15 Limited Partnership  
North Carolina RSA #5 Cellular Partnership  
Northwest Arkansas RSA Limited Partnership  
Ohio RSA #3 Limited Partnership  
Ohio RSA 2 Limited Partnership  
Ohio RSA 5 Limited Partnership  
Ohio RSA 6 Limited Partnership  
Oklahoma RSA #4 South Partnership  
Pennsylvania RSA No. 6(1) Limited Partnership  
Petersburg Cellular Partnership  
Raleigh-Durham MSA Limited Partnership  
South Carolina RSA #3 Cellular General Partnership  
South Carolina RSA #7 Cellular General Partnership  
South Carolina RSA #9 Cellular General Partnership  
South Carolina RSA No. 2 Cellular General Partnership  
South Carolina RSA No. 4 Cellular General Partnership  
South Carolina RSA No. 5 Cellular General Partnership  
South Carolina RSA No. 6 Cellular General Partnership  
South Carolina RSA No. 8 Cellular General Partnership  
Texas RSA #11B Limited Partnership  
Texas RSA 7B2 Limited Partnership  
Toledo MSA Limited Partnership  
Tucson 21 Limited Partnership  
Tyler/Longview/Marshall MSA Limited Partnership  
Virginia RSA 2 Limited Partnership  
Youngstown-Warren MSA Limited Partnership

EXHIBIT H

FORM OF JOINDER TO AGREEMENT

This Joinder to that certain Build to Suit Agreement dated December 19, 2000 by and among ALLTEL Communications, Inc., the ALLTEL Entities, American Towers, Inc., and American Tower Corporation ("Agreement") is executed by the undersigned in accordance with the provisions of the Agreement. The undersigned hereby joins in the execution and delivery of the Agreement, makes the representations set forth in the Agreement, and agrees that the undersigned shall be deemed to be an ALLTEL Company for all purposes under the Agreement. The undersigned agrees to be bound by all terms, covenants and conditions contained in the Agreement, as an ALLTEL Company as defined therein, as if the undersigned were an original party to the Agreement.

Date: \_\_\_\_\_, 2000

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

ACKNOWLEDGED BY:

ACKNOWLEDGED BY:

AMERICAN TOWER, INC.

ALLTEL COMMUNICATIONS, INC., on behalf of itself  
and all of the ALLTEL Entities

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

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

EXHIBIT I

Form of Site Candidate Data Sheet

See attached.

American Tower Corporation - Proprietary  
CANDIDATE SHEET

Client:\_\_\_\_\_

ACQUISITION

- - - - -

Site Acq. Specialist:\_\_\_\_\_ Pager:\_\_\_\_\_

Name of Location: \_\_\_\_\_ Search Area/Candidate ID#:\_\_\_\_\_

Address of \_\_\_\_\_

Location:\_\_\_\_\_

TMS:\_\_\_\_\_ Telephone # At or Near site:\_\_\_\_\_

Address Below is for: PROPERTY Owner \_\_\_\_ or TOWER Owner (If Co-location)  
\_\_\_\_ (Check One)

Name:\_\_\_\_\_ Tel: W:\_\_\_\_\_ H:\_\_\_\_\_

Mailing \_\_\_\_\_

Address:\_\_\_\_\_

City, State, Zip:\_\_\_\_\_

Contact:\_\_\_\_\_ Tel: W:\_\_\_\_\_ H:\_\_\_\_\_

Contact Address:\_\_\_\_\_

City, State, Zip:\_\_\_\_\_

ACQUIRABLE YES \_\_\_\_\_ INCONCLUSIVE \_\_\_\_\_

Comments:\_\_\_\_\_

DESCRIPTION OF SITE / STRUCTURE Site Within Search Area: \_\_\_\_ YES \_\_\_\_ NO

- - - - -

Site Type:\_\_\_\_\_ Structure Type:\_\_\_\_\_ Tower  
Type:\_\_\_\_\_

Structure Height:\_\_\_\_\_ ft. Mounting Height Available:\_\_\_\_\_ ft.

RF Recommended Height AGL:\_\_\_\_\_ ft. Gate/Lock Access YES \_\_\_\_\_ NO \_\_\_\_\_

Latitude:\_\_\_\_\_ Longitude:\_\_\_\_\_

Ground Elevation (AMSL):\_\_\_\_\_ ft. Length of Access Easement:\_\_\_\_\_ ft.

Site Visit Contact Name:\_\_\_\_\_ Phone:\_\_\_\_\_

Distance to TX Power (110 AC):\_\_\_\_\_ ft. Distance to Phone Service:\_\_\_\_\_ ft.

Crane Accessible: YES \_\_\_\_\_ NO \_\_\_\_\_ Public Hearing: YES \_\_\_\_\_ NO \_\_\_\_\_

Describe Near Field of TX Antenna (Obstructions, Terrain, Foliage, Highways)  
Include Photos and Maps with Markings or Sketch of Test Location:

\_\_\_\_\_

Directions (Include Map with Actual Location of Site)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



American Tower Corporation - Proprietary  
CANDIDATE SHEET

ZONING JURISDICTION

Jurisdiction: \_\_\_\_\_ Classification: \_\_\_\_\_

Zoning Contact Name and  
Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ St: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Are Towers Permitted: YES \_\_\_\_\_ NO \_\_\_\_\_

Tower Setbacks: Front: \_\_\_\_\_ Rear: \_\_\_\_\_ Side: \_\_\_\_\_ Street: \_\_\_\_\_  
Building Setbacks: Front: \_\_\_\_\_ Rear: \_\_\_\_\_ Side: \_\_\_\_\_ Street: \_\_\_\_\_

\_\_\_\_\_ \$ Amount of Filing Fee Supply Adjoining Property Owners Names/Addresses? YES \_\_\_\_\_ NO \_\_\_\_\_

\_\_\_\_\_ # of Surveys/Site Plans needed for Application \_\_\_\_\_ # of Reduced Surveys/Site Plans

Civil Drawings Required? YES \_\_\_\_\_ NO \_\_\_\_\_ Building Permits Required? YES \_\_\_\_\_ NO \_\_\_\_\_  
Deed Required? YES \_\_\_\_\_ NO \_\_\_\_\_ Legal Description Required? YES \_\_\_\_\_ NO \_\_\_\_\_

SITE ZONING

Type of Structures Within 500' of Proposed Lease Site:  
RESIDENTIAL \_\_\_\_\_ COMMERCIAL \_\_\_\_\_ TOWERS \_\_\_\_\_ OTHERS \_\_\_\_\_

ZONING CLASSIFICATION of Adjoining Property:  
NORTH \_\_\_\_\_ SOUTH \_\_\_\_\_ EAST \_\_\_\_\_ WEST \_\_\_\_\_

ZONING RESTRICTIONS of adjoining Property:

\_\_\_\_\_

FALL ZONE REQUIRED: \_\_\_\_\_

SPECIAL  
CONDITIONS: \_\_\_\_\_

HEIGHT  
RESTRICTIONS: \_\_\_\_\_

ANY ZONING IN THE LAST 12  
MONTHS: \_\_\_\_\_

Zoning Process: PH: \_\_\_\_\_ AP: \_\_\_\_\_ BP: \_\_\_\_\_ (CHECK ONE)

Description of Zoning  
Process: \_\_\_\_\_

American Tower Corporation - Proprietary  
CANDIDATE SHEET  
Special Issues Concerning This Site

ACCESS CONCERNS:

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CONSTRUCTION CONCERNS:

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---

---

SURVEYING CONCERNS:

---

---

---

LEASE CONCERNS:

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ZONING CONCERNS:

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---

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OTHER CONCERNS:

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GENERAL COMMENTS:

EXHIBIT J

Form of ALLTEL Selection of a Site Candidate

-----  
NOTICE OF SITE CANDIDATE SELECTION  
-----

Date\_\_\_\_\_ Site ID#\_\_\_\_\_ Candidate#\_\_\_\_\_

Site Name\_\_\_\_\_

Address 1\_\_\_\_\_

Lat\_\_\_\_\_ Long\_\_\_\_\_ Origin\_\_\_\_\_

Required Rad Center (ft) ALLTEL Equipment  
(AGL)\_\_\_\_\_

County Name\_\_\_\_\_

ALLTEL FIELD OFFICE CONTACT:      Name:  
   Address:  
  
   Phone:  
   Fax:  
   Email:

Approved: ALLTEL \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date signed: \_\_\_\_\_

## EXHIBIT K

### LIST OF COMPONENTS

#### SITE INFRASTRUCTURE MATERIAL HARDWARE:

-----

##### Antenna Mounts

- . Sector Frames
- . Stand-off Brackets
- . Monopole Mounting Components
- . Co-location Ring Mounts
- . Wall and Roof-top Mounting Components
- . Wood Pole Mounting Systems
- . Specialized Antenna Mounts
- . Pipe-to-Pipe Adapters and Clamps
- . Pipe Mounts and Saddle Mounts
- . Bulk Pipe and Angle

##### Coaxial Cable Accessories

- . Hanger Solutions
- . Bulk Hardware and Fasteners
- . Mounting Accessories for use on Angle Members
- . Mounting Accessories for use on Round Members
- . Universal Mounting Accessories
- . Additional Mounting Accessories
- . Support Accessories for Various Applications
- . Weatherproofing Kits
- . Grounding Kits
- . Ground Buss Bars and Support Hardware
- . Entry Port Systems
- . Cushions and Boots
- . Entry Solutions

##### Waveguide Bridge Components

- . Waveguide Bridge Kits
- . Waveguide Bridge Channel
- . Splices and Transitions
- . Support Components
- . Miscellaneous Waveguide Bridge Components
- . Square Support Rail Components
- . Roof-top Bridge Systems
- . Roof-top Coax Ladder Tray System
- . External/Internal Cable Tray Systems

##### Water Tower Systems

- . Antenna Mounting Systems
- . Water Tower Support Components

- Site Related Components
- . Microwave Antenna Ice Shields
  - . Work Platforms
  - . Panel Antenna Ice Shields
  - . Gate Lock Assemblies
  - . Fencing Systems
  - . Safety Components
  - . Tower Lighting Systems
  - . Guy Cable Material

SITE INFRASTRUCTURE MATERIALS:  
- - - - -

- Antennas
- . Sector/Directional
  - . Omnidirectional
  - . GPS
  - . Microwave

- Transmission Line
- . Coaxial Cables
  - . Elliptical Waveguide
  - . Ethernet and Data Cables
  - . Connectors
  - . Transitions
  - . Jumper Assemblies

- Surge Protection Components
- . RF Lightning Arrestors
  - . Power and Telco Protectors

- Equipment Support Solutions
- . Equipment Platforms
  - . Cabinets
  - . Racks
  - . Power / Telco Boxes

- Grounding Components
- . Grounding conductors
  - . Ground Rods and Associated Hardware
  - . Ground Receptacles and Test Wells
  - . Mechanical Ground Connections and Associated Hardware
  - . Exothermic Ground Connections and Associated Hardware
  - . Ground Buss Bars, Grounded Entry Panels, and Trapeze Systems
  - . Ground Mesh and Grids

BY-LAWS  
OF  
AMERICAN TOWER CORPORATION\*  
(a Delaware Corporation)

- -----  
\* As amended through March 15, 2001.

AMERICAN TOWER CORPORATION  
(a Delaware Corporation)

BY-LAWS  
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AMERICAN TOWER CORPORATION

(a Delaware Corporation)

BY-LAWS

ARTICLE I

OFFICES

SECTION 1. Registered Office. The registered office of the Corporation shall be located in Wilmington, County of New Castle, State of Delaware, and the name of the resident agent in charge thereof shall be Corporation Service Company.

SECTION 2. Other Offices. The Corporation may also have offices at such other places, within or without the State of Delaware, as the Board of Directors may from time to time appoint or the business of the Corporation may require.

ARTICLE II

SEAL

The seal of the Corporation shall, subject to alteration by the Board of Directors, consist of a flat-faced circular die with the word "Delaware", together with the name of the Corporation and the year of incorporation, cut or engraved thereon.

ARTICLE III

MEETINGS OF STOCKHOLDERS

SECTION 1. Place of Meeting. Meetings of the stockholders shall be held either within or without the State of Delaware at such place as the Board of Directors may fix from time to time.

SECTION 2. Annual Meetings. The annual meeting of stockholders shall be held for the election of directors on such date and at such time as the Board of Directors may fix from time to time. Any other proper business may be transacted at the annual meeting.

SECTION 3. Special Meetings. Special meetings of the stockholders for any purpose or purposes may be called by the Chairman of the Board of Directors, if there be one, the President or by the directors (either by written instrument signed by a majority or by resolution adopted by a vote of the majority), and special meetings shall be called by the President or the Secretary whenever stockholders owning a majority of the capital stock issued, outstanding and entitled to vote so request in writing. Such request of stockholders shall state the purpose or purposes of the proposed meeting.

SECTION 4. Notice. Written or printed notice of every meeting of stockholders, annual or special, stating the hour, date and place thereof, and the purpose or purposes in general terms for which the meeting is called shall, not less than ten (10) days, or such longer period as shall be provided by law, the Certificate of Incorporation, these By-Laws, or otherwise, and not more than sixty (60) days before such meeting, be served upon or mailed to each stockholder entitled to vote thereat, at the address of such stockholder as it appears upon the stock records of the Corporation or, if such stockholder shall have filed with the Secretary of the Corporation a written request that notices be mailed to some other address, then to the address designated in such request.

Notice of the hour, date, place and purpose of any meeting of stockholders may be dispensed with if every stockholder entitled to vote thereat shall attend either in person or by proxy and shall not, at the beginning of the meeting, object to the holding of such meeting because the meeting has not been lawfully called or convened, or if every absent stockholder entitled to such notice shall in writing, filed with the records of the meeting, either before or after the holding thereof, waive such notice.

SECTION 5. Quorum and Adjournments. Except as otherwise provided by law or by the Certificate of Incorporation, the presence in person or by proxy at any meeting of stockholders of the holders of a majority of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote thereat, shall be requisite and shall constitute a quorum. So long as the Certificate of Incorporation provides for more or less than one vote for any share, or any matter, every reference in these By-Laws to a majority or other proportion of shares shall refer to such majority or other proportion of the votes of such shares. If two or more classes of stock are entitled to vote as separate classes upon any question, then, in the case of each such class, a quorum for the consideration of such question shall, except as otherwise provided by law or by the Certificate of Incorporation, consist of a majority in interest of all stock of that class issued, outstanding and entitled to vote. If a majority of the shares of capital stock of the Corporation issued and outstanding and entitled to vote thereat or, where a larger quorum is required, such quorum, shall not be represented at any meeting of the stockholders regularly called, the holders of a majority of the shares present or represented by proxy and entitled to vote thereat shall have power to adjourn the meeting to another time, or to another time and place, without notice other than announcement of adjournment at the meeting, and there may be successive adjournments for like cause and in like manner until the requisite amount of shares entitled to vote at such meeting shall be represented; provided, however, that if the adjournment is for more than thirty (30) days, notice of the hour, date and place of the adjourned meeting shall be given to each stockholder entitled to vote thereat. Subject to the requirements of law and the Certificate of Incorporation, on any issue on which two or more classes of stock are entitled to vote separately, no adjournment shall be taken with respect to any class for which a quorum is present unless the Chairman of the meeting otherwise directs. At any meeting held to consider matters which were subject to adjournment for want of a quorum at which the requisite amount of shares entitled to vote thereat shall be represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

SECTION 6. Votes; Proxies. Except as otherwise provided in the Certificate of Incorporation, at each meeting of stockholders, every stockholder of record at the closing of the transfer books, if closed, or on the date set by the Board of Directors for the determination of

stockholders entitled to vote at such meeting, shall have one vote for each share of stock entitled to vote which is registered in such stockholder's name on the books of the Corporation, and, in the election of directors, may vote cumulatively to the extent, if any, and in the manner authorized in the Certificate of Incorporation.

Each stockholder of record entitled to vote at a meeting of stockholders may vote in person or may authorize another person or persons to vote for such stockholder by a proxy executed or transmitted in a manner permitted by the General Corporation Law of Delaware by the stockholder or such stockholder's authorized agent and delivered (including by electronic transmission) to the Secretary of the Corporation. No such proxy shall be voted upon after three years from the date of its execution, unless the proxy expressly provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or any interest in the Corporation generally. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by filing with the Secretary of the Corporation an instrument in writing or as otherwise permitted by law revoking the proxy or another duly executed proxy bearing a later date.

Voting at meetings of stockholders need not be by written ballot and, except as otherwise provided by law, need not be conducted by an inspector of election unless so determined by the Chairman of the meeting or by the holders of shares of stock having a majority of the votes which could be cast by the holders of all outstanding shares of stock entitled to vote thereon which are present in person or represented by proxy at such meeting. If it is required or determined that an inspector of election be appointed, the Chairman shall appoint one inspector of election, who shall first take and subscribe an oath or affirmation faithfully to execute the duties of an inspector at such meeting with strict impartiality and according to the best of his ability. The inspectors so appointed shall take charge of the polls and, after the balloting, shall make a certificate of the result of the vote taken. No director or candidate for the office of director shall be appointed as such inspector.

At any meeting at which a quorum is present, a plurality of the votes properly cast for election to fill any vacancy on the Board of Directors shall be sufficient to elect a candidate to fill such vacancy, and a majority of the votes properly cast upon any other question shall decide the question, except in any case where a larger vote is required by law, the Certificate of Incorporation, these By-Laws, or otherwise.

SECTION 7. Organization. The Chairman of the Board, if there be one, or in his or her absence the Vice Chairman, or in the absence of a Vice Chairman, the President, or in the absence of the President, a Vice President, shall call meetings of the stockholders to order and shall act as chairman thereof. The Secretary of the Corporation, if present, shall act as secretary of all meetings of stockholders, and, in his or her absence, the presiding officer may appoint a secretary.

SECTION 8. Consent of Stockholders in Lieu of Meeting. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted by the Delaware General Corporation Law to be taken at any annual or special meeting of the stockholders of the Corporation, may be taken without a meeting, without prior notice and without a vote, if a

consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the earliest dated consent delivered in the manner required by this section to the Corporation, written consents signed by a sufficient number of stockholders to take action are delivered to the corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing. In the event that the action which is consented to is such as would have required the filing of a certificate under any section of the Delaware General Corporation Law other than Section 228 thereof, if such action had been voted on by stockholders at a meeting thereof, the certificate filed under such other section shall state, in lieu of any statement required by such section concerning any vote of stockholders, that written consent has been given in accordance with Section 228 of the Delaware General Corporation Law, and that written notice has been given as provided in such Section 228.

#### ARTICLE IV

##### DIRECTORS

SECTION 1. Number. The business and affairs of the Corporation shall be conducted and managed by a Board of Directors consisting of not less than one director, none of whom needs to be a stockholder. The number of directors for each year shall be fixed at each annual meeting of stockholders, but if the number is not so fixed, the number shall remain as it stood immediately prior to such meeting.

At each annual meeting of stockholders, the stockholders shall elect directors. Each director so elected shall hold office, subject to the provisions of law, the Certificate of Incorporation, these By-Laws, or otherwise, until the next annual meeting of stockholders or until his or her successor is elected and qualified.

At any time during any year, except as otherwise provided by law, the Certificate of Incorporation, these By-Laws, or otherwise, the number of directors may be increased or reduced, in each case by vote of a majority of the stock issued and outstanding and present in person or represented by proxy and entitled to vote for the election of directors or a majority of

the directors in office at the time of such increase or decrease, regardless of whether such majority constitutes a quorum.

SECTION 2. Term of Office. Each director shall hold office until the next annual meeting of stockholders and until his or her successor is duly elected and qualified or until his or her earlier death or resignation, subject to the right of the stockholders at any time to remove any director or directors as provided in Section 4 of this Article.

SECTION 3. Vacancies. If any vacancy shall occur among the directors, or if the number of directors shall at any time be increased, the directors then in office, although less than a quorum, by a majority vote may fill the vacancies or newly- created directorships, or any such vacancies or newly-created directorships may be filled by the stockholders at any meeting.

SECTION 4. Removal by Stockholders. Except as otherwise provided by law, the Certificate of Incorporation or otherwise, the holders of record of the capital stock of the Corporation entitled to vote for the election of directors may, by a majority vote, remove any director or directors, with or without cause, and, in their discretion, elect a new director or directors in place thereof.

SECTION 5. Meetings. Meetings of the Board of Directors shall be held at such place, within or without the State of Delaware, as may from time to time be fixed by resolution of the Board of Directors or by the Chairman of the Board, if there be one, or by the President, and as may be specified in the notice or waiver of notice of any meeting. Meetings may be held at any time upon the call of the Chairman of the Board, if there be one, or the President or any two (2) of the directors in office by oral, telegraphic, telex, telecopy or other form of electronic transmission, or written notice, duly served or sent or mailed to each director not less than twenty-four (24) hours before such meeting, except that, if mailed, not less than seventy two (72) hours before such meeting.

Meetings may be held at any time and place without notice if all the directors are present and do not object to the holding of such meeting for lack of proper notice or if those not present shall, in writing or by telegram, telex, telecopy or other form of electronic transmission, waive notice thereof. A regular meeting of the Board may be held without notice immediately following the annual meeting of stockholders at the place where such meeting is held. Regular meetings of the Board may also be held without notice at such time and place as shall from time to time be determined by resolution of the Board. Except as otherwise provided by law, the Certificate of Incorporation or otherwise, neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors or any committee thereof need be specified in any written waiver of notice.

Members of the Board of Directors or any committee thereof may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other and participation in a meeting pursuant to the foregoing provisions shall constitute presence in person at the meeting.

SECTION 6. Votes. Except as otherwise provided by law, the Certificate of Incorporation or otherwise, the vote of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

SECTION 7. Quorum and Adjournment. Except as otherwise provided by law, the Certificate of Incorporation or otherwise, a majority of the directors shall constitute a quorum for the transaction of business. If at any meeting of the Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time without notice other than announcement of the adjournment at the meeting, and at such adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the meeting as originally noticed.

SECTION 8. Compensation. Directors shall receive compensation for their services, as such, and for service on any Committee of the Board of Directors, as fixed by resolution of the Board of Directors and for expenses of attendance at each regular or special meeting of the Board or any Committee thereof. Nothing in this Section shall be construed to preclude a director from serving the Corporation in any other capacity and receiving compensation therefor.

SECTION 9. Action By Consent of Directors. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee. Such consent shall be treated as a vote adopted at a meeting for all purposes. Such consents may be executed in one or more counterparts and not every Director or committee member need sign the same counterpart.

#### ARTICLE V

##### COMMITTEES OF DIRECTORS

SECTION 1. Executive Committee. The Board of Directors may, by resolution passed by a majority of the whole Board, appoint an Executive Committee of one (1) or more members, to serve during the pleasure of the Board, to consist of such directors as the Board may from time to time designate. The Board of Directors shall designate the Chairman of the Executive Committee.

- (a) Procedure. The Executive Committee shall, by a vote of a majority of its members, fix its own times and places of meeting, determine the number of its members constituting a quorum for the transaction of business, and prescribe its own rules of procedure, no change in which shall be made save by a majority vote of its members.
- (b) Responsibilities. During the intervals between the meetings of the Board of Directors, except as otherwise provided by the Board of Directors in establishing such Committee or otherwise, the Executive Committee shall possess and may exercise all the powers of the Board in the management and direction of the business and affairs of the Corporation; provided, however, that the Executive Committee shall not, except to the extent the Certificate of Incorporation or the resolution providing for the

issuance of shares of stock adopted by the Board of Directors as provided in Section 151(a) of the Delaware General Business Corporation Law, have the power:

- (i) to amend or authorize the amendment of the Certificate of Incorporation or these By-Laws;
  - (ii) to authorize the issuance of stock in excess of one million (1,000,000) shares in any single transaction or group of related transactions;
  - (iii) to authorize the payment of any dividend;
  - (iv) to adopt an agreement of merger or consolidation pursuant to which the Corporation will merge or consolidate or to recommend to the stockholders the sale, lease or exchange of all or substantially all the property and business of the Corporation;
  - (v) to recommend to the stockholders a dissolution, or a revocation of a dissolution, of the Corporation; or
  - (vi) to adopt a certificate of ownership and merger pursuant to Section 253 of the Delaware Business Corporation Law; and further
- (c) Reports. The Executive Committee shall keep regular minutes of its proceedings, and all action by the Executive Committee shall be reported promptly to the Board of Directors. Such action shall be subject to review, amendment and repeal by the Board, provided that no rights of third parties shall be adversely affected by such review, amendment or repeal.
- (d) Appointment of Additional Members. In the absence or disqualification of any member of the Executive Committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

SECTION 2. Audit Committee. The Board of Directors may, by resolution passed by a majority of the whole Board, appoint an Audit Committee of one (1) or more members who shall not be officers or employees of the Corporation to serve during the pleasure of the Board. The Board of Directors shall designate the Chairman of the Audit Committee.

- (a) Procedure. The Audit Committee, by a vote of a majority of its members, shall fix its own times and places of meeting, shall determine the number of its members constituting a quorum for the transaction of business, and shall prescribe its own rules of procedure, no change in which shall be made save by a majority vote of its members.
- (b) Responsibilities. The Audit Committee shall review the annual financial statements of the Corporation prior to their submission to the Board of

Directors, shall consult with the Corporation's independent auditors, and may examine and consider such other matters in relation to the internal and external audit of the Corporation's accounts and in relation to the financial affairs of the Corporation and its accounts, including the selection and retention of independent auditors, as the Audit Committee may, in its discretion, determine to be desirable.

- (c) Reports. The Audit Committee shall keep regular minutes of its proceedings, and all action by the Audit Committee shall, from time to time, be reported to the Board of Directors as it shall direct. Such action shall be subject to review, amendment and repeal by the Board, provided that no rights of third parties shall be adversely affected by such review, amendment or repeal.
- (d) Appointment of Additional Members. In the absence or disqualification of any member of the Audit Committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member.

SECTION 3. Other Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, at any time appoint one or more other committees from and outside of its own number. Every such committee must include at least one member of the Board of Directors. The Board may from time to time designate or alter, within the limits permitted by law, the Certificate of Incorporation and this Article, if applicable, the duties, powers and number of members of such other committees or change their membership, and may at any time abolish such other committees or any of them.

- (a) Procedure. Each committee, appointed pursuant to this Section, shall, by a vote of a majority of its members, fix its own times and places of meeting, determine the number of its members constituting a quorum for the transaction of business, and prescribe its own rules of procedure, no change in which shall be made save by a majority vote of its members.
- (b) Responsibilities. Each committee, appointed pursuant to this Section, shall exercise the powers assigned to it by the Board of Directors in its discretion.
- (c) Reports. Each committee appointed pursuant to this Section shall keep regular minutes of proceedings, and all action by each such committee shall, from time to time, be reported to the Board of Directors as it shall direct. Such action shall be subject to review, amendment and repeal by the Board, provided that no rights of third parties shall be adversely affected by such review, amendment or repeal.
- (d) Appointment of Additional Members. In the absence or disqualification of any member of each committee, appointed pursuant to this Section, the member or members thereof present at any meeting and not disqualified



from voting, whether or not constituting a quorum, may unanimously appoint another member of the Board of Directors (or, to the extent permitted, another person) to act at the meeting in place of any such absent or disqualified member.

SECTION 4. Term of Office. Each member of a committee shall hold office until the first meeting of the Board of Directors following the annual meeting of stockholders (or until such other time as the Board of Directors may determine, either in the vote establishing the committee or at the election of such member or otherwise) and until his or her successor is elected and qualified, or until he or she sooner dies, resigns, is removed, is replaced by change of membership or becomes disqualified by ceasing to be a director (where membership on the Board is required), or until the committee is sooner abolished by the Board of Directors.

## ARTICLE VI

### OFFICERS

SECTION 1. Officers. The Board of Directors shall elect a President, a Secretary and a Treasurer, and, in their discretion, may elect a Chairman of the Board, a Vice Chairman of the Board, a Controller, and one or more Executive Vice Presidents, Vice Presidents, Assistant Secretaries, Assistant Treasurers and Assistant Controllers as deemed necessary or appropriate. Such officers shall be elected annually by the Board of Directors at its first meeting following the annual meeting of stockholders (or at such other meeting as the Board of Directors determines), and each shall hold office for the term provided by the vote of the Board, except that each will be subject to removal from office in the discretion of the Board as provided herein. The powers and duties of more than one office may be exercised and performed by the same person.

SECTION 2. Vacancies. Any vacancy in any office may be filled for the unexpired portion of the term by the Board of Directors, at any regular or special meeting.

SECTION 3. Chairman of the Board. The Chairman of the Board of Directors, if elected, shall be a member of the Board of Directors and shall preside at its meetings. The Chairman, if other than the President, shall advise and counsel with the President, and shall perform such duties as from time to time may be assigned to him or her by the Board of Directors.

SECTION 4. President. The President shall be the chief executive officer of the Corporation. Subject to the directions of the Board of Directors, the President shall have and exercise direct charge of and general supervision over the business and affairs of the Corporation and shall perform all duties incident to the office of the chief executive officer of a corporation and such other duties as from time to time may be assigned to him or her by the Board of Directors. The President may but need not be a member of the Board of Directors.

SECTION 5. Executive Vice Presidents and Vice Presidents. Each Executive Vice President and Vice President shall have and exercise such powers and shall perform such duties as from time to time may be assigned to him or to her by the Board of Directors or the President.

SECTION 6. Secretary. The Secretary shall keep the minutes of all meetings of the stockholders and of the Board of Directors in books provided for the purpose; shall see that all

notices are duly given in accordance with the provisions of law and these By-Laws; the Secretary shall be custodian of the records and of the corporate seal or seals of the Corporation; shall see that the corporate seal is affixed to all documents the execution of which, on behalf of the Corporation under its seal, is duly authorized, and, when the seal is so affixed, he or she may attest the same; the Secretary may sign, with the President, an Executive Vice President or a Vice President, certificates of stock of the Corporation; and, in general, the Secretary shall perform all duties incident to the office of secretary of a corporation, and such other duties as from time to time may be assigned to him or her by the Board of Directors.

SECTION 7. Assistant Secretaries. The Assistant Secretaries in order of their seniority shall, in the absence or disability of the Secretary, perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board of Directors shall prescribe or as from time to time may be assigned by the Secretary.

SECTION 8. Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit, or cause to be deposited, in the name of the Corporation, all monies or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by the Board of Directors; may endorse for collection on behalf of the Corporation checks, notes and other obligations; may sign receipts and vouchers for payments made to the Corporation; may sign checks of the Corporation, singly or jointly with another person as the Board of Directors may authorize, and pay out and dispose of the proceeds under the direction of the Board; the Treasurer shall render to the President and to the Board of Directors, whenever requested, an account of the financial condition of the Corporation; the Treasurer may sign, with the President, or an Executive Vice President or a Vice President, certificates of stock of the Corporation; and in general, shall perform all the duties incident to the office of treasurer of a corporation, and such other duties as from time to time may be assigned by the Board of Directors. Unless the Board of Directors shall otherwise determine, the Treasurer shall be the chief financial officer of the Corporation.

SECTION 9. Assistant Treasurers. The Assistant Treasurers in order of their seniority shall, in the absence or disability of the Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties as the Board of Directors shall prescribe or as from time to time may be assigned by the Treasurer.

SECTION 10. Controller. The Controller, if elected, shall be the chief accounting officer of the Corporation and shall perform all duties incident to the office of a controller of a corporation, and, in the absence of or disability of the Treasurer or any Assistant Treasurer, perform the duties and exercise the powers of the Treasurer and shall perform such other duties as the Board of Directors shall prescribe or as from time to time may be assigned by the President or the Treasurer.

SECTION 11. Assistant Controllers. The Assistant Controllers in order of their seniority shall, in the absence or disability of the Controller, perform the duties and exercise the powers of the Controller and shall perform such other duties as the Board of Directors shall prescribe or as from time to time may be assigned by the Controller.

SECTION 12. Subordinate Officers. The Board of Directors may appoint such subordinate officers as it may deem desirable. Each such officer shall hold office for such period, have such authority and perform such duties as the Board of Directors may prescribe. The Board of Directors may, from time to time, authorize any officer to appoint and remove subordinate officers and to prescribe the powers and duties thereof.

SECTION 13. Compensation. The Board of Directors shall fix the compensation of all officers of the Corporation. It may authorize any officer, upon whom the power of appointing subordinate officers may have been conferred, to fix the compensation of such subordinate officers.

SECTION 14. Removal. Any officer of the Corporation may be removed, with or without cause, by action of the Board of Directors. Bonds. The Board of Directors may require any officer of the Corporation to give a bond to the Corporation, conditional upon the faithful performance of his or her duties, with one or more sureties and in such amount as may be satisfactory to the Board of Directors.

## ARTICLE VII

### CERTIFICATES OF STOCK

SECTION 1. Form and Execution of Certificates. The interest of each stockholder of the Corporation shall be evidenced by a certificate or certificates for shares of stock in such form as the Board of Directors may from time to time prescribe. The certificates of stock of each class shall be consecutively numbered and signed by the Chairman or Vice Chairman of the Board, if any, the President, an Executive Vice President or a Vice President and by the Secretary, an Assistant Secretary, the Treasurer or an Assistant Treasurer of the Corporation, and may be countersigned and registered in such manner as the Board of Directors may by resolution prescribe, and shall bear the corporate seal or a printed or engraved facsimile thereof. Where any such certificate is signed by a transfer agent or transfer clerk acting on behalf of the Corporation, the signatures of any such Chairman, Vice Chairman, President, Executive Vice President, Vice President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary may be facsimiles, engraved or printed. In case any officer or officers, who shall have signed, or whose facsimile signature or signatures shall have been used on, any such certificate or certificates, shall cease to be such officer or officers, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be issued and delivered by the Corporation as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers.

In case the corporate seal which has been affixed to, impressed on, or reproduced in any such certificate or certificates shall cease to be the seal of the Corporation before such certificate or certificates have been delivered by the Corporation, such certificate or certificates may nevertheless be issued and delivered by the Corporation as though the seal affixed thereto, impressed thereon or reproduced therein had not ceased to be the seal of the Corporation.

Every certificate for shares of stock which are subject to any restriction on transfer pursuant to law, the Certificate of Incorporation, these By-Laws, or any agreement to which the

Corporation is a party, shall have the restriction noted conspicuously on the certificate, and shall also set forth, on the face or back, either the full text of the restriction or a statement of the existence of such restriction and (except if such restriction is imposed by law) a statement that the Corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Every certificate issued when the Corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text of the preferences, voting powers, qualifications, and special and relative rights of the shares of each class and series authorized to be issued, or a statement of the existence of such preferences, powers, qualifications and rights, and a statement that the Corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

SECTION 2. Transfer of Shares. The shares of the stock of the Corporation shall be transferred on the books of the Corporation by the holder thereof in person or by his or her attorney lawfully constituted, upon surrender for cancellation of certificates for the same number of shares, with an assignment and power of transfer endorsed thereon or attached thereto, duly executed, with such proof or guaranty of the authenticity of the signature as the Corporation or its agents may reasonably require. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person whether or not it shall have express or other notice thereof, save as expressly provided by law or by the Certificate of Incorporation. It shall be the duty of each stockholder to notify the Corporation of his or her post office address.

SECTION 3. Closing of Transfer Books. The stock transfer books of the Corporation may, if deemed appropriate by the Board of Directors, be closed for such length of time not exceeding fifty (50) days as the Board may determine, preceding the date of any meeting of stockholders or the date for the payment of any dividend or the date for the allotment of rights or the date when any issuance, change, conversion or exchange of capital stock shall go into effect, during which time no transfer of stock on the books of the Corporation may be made.

SECTION 4. Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of directors and which record date: (a) in the case of determination of stockholders entitled to vote at any meeting of stockholders or adjournment thereof, shall, unless otherwise required by law, the Certificate of Incorporation or otherwise, not be more than sixty (60) nor less than ten (10) days before the date of such meeting; (b) in the case of determination of stockholders entitled to express consent to corporate action in writing without a meeting, shall, unless otherwise required by law, the Certificate of Incorporation or otherwise, not be more than ten (10) days from the date upon which the resolution fixing the record date is adopted by the Board of Directors; and (c) in the case of any other action, shall not

be more than sixty (60) days prior to such other action. If no record date is fixed: (a) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (b) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting when no prior action of the Board of Directors is required by law, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in accordance with applicable law, or, if prior action by the Board of Directors is required by law, shall be at the close of business on the day on which the Board of Directors adopts the resolution taking such prior action; and (c) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 5. Lost or Destroyed Certificates. In case of the loss or destruction of any certificate of stock, a new certificate may be issued under the following conditions:

- (a) The owner of said certificate shall file with the Secretary or any Assistant Secretary of the Corporation an affidavit giving the facts in relation to the ownership, and in relation to the loss or destruction of said certificate, stating its number and the number of shares represented thereby; such affidavit shall be in such form and contain such statements as shall satisfy the President, any Executive Vice President, Vice President, the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer, that said certificate has been accidentally destroyed or lost, and that a new certificate ought to be issued in lieu thereof. Upon being so satisfied, any such officer may require such owner to furnish the Corporation a bond in such penal sum and in such form as he or she may deem advisable, and with a surety or sureties approved by him or her, to indemnify and save harmless the Corporation from any claim, loss, damage or liability which may be occasioned by the issuance of a new certificate in lieu thereof. Upon such bond being so filed, if so required, a new certificate for the same number of shares shall be issued to the owner of the certificate so lost or destroyed; and the transfer agent and registrar, if any, of stock shall countersign and register such new certificate upon receipt of a written order signed by any such officer, and thereupon the Corporation will save harmless said transfer agent and registrar in the premises. In case of the surrender of the original certificate, in lieu of which a new certificate has been issued, or the surrender of such new certificate, for cancellation, the bond of indemnity given as a condition of the issue of such new certificate may be surrendered; or
- (b) The Board of Directors of the Corporation may by resolution authorize and direct any transfer agent or registrar of stock of the Corporation to issue and register respectively from time to time without further action or

approval by or on behalf of the Corporation new certificates of stock to replace certificates reported lost, stolen or destroyed upon receipt of an affidavit of loss and bond of indemnity in form and amount and with surety satisfactory to such transfer agent or registrar in each instance or upon such terms and conditions as the Board of Directors may determine.

SECTION 6. Uncertificated Shares. The Board of Directors of the Corporation may by resolution provide that one or more of any or all classes or series of the stock of the Corporation shall be uncertificated shares, subject to the provisions of Section 158 of the Delaware General Corporation Law.

#### ARTICLE VIII

##### EXECUTION OF DOCUMENTS

SECTION 1. Execution of Checks, Notes, etc. All checks and drafts on the Corporation's bank accounts and all bills of exchange and promissory notes, and all acceptances, obligations and other instruments for the payment of money, shall be signed by such officer or officers, or agent or agents, as shall be thereunto authorized from time to time by the Board of Directors, which may in its discretion authorize any such signatures to be facsimile.

SECTION 2. Execution of Contracts, Assignments, etc. Unless the Board of Directors shall have otherwise provided generally or in a specific instance, all contracts, agreements, endorsements, assignments, transfers, stock powers, or other instruments shall be signed by the President, any Executive Vice President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer or any Assistant Treasurer. The Board of Directors may, however, in its discretion, require any or all such instruments to be signed by any two or more of such officers, or may permit any or all of such instruments to be signed by such other officer or officers, agent or agents, as it shall be thereunto authorize from time to time.

SECTION 3. Execution of Proxies. The President, any Executive Vice President or any Vice President, and the Secretary, the Treasurer, any Assistant Secretary or any Assistant Treasurer, or any other officer designated by the Board of Directors, may sign on behalf of the Corporation proxies to vote upon shares of stock of other companies standing in the name of the Corporation.

#### ARTICLE IX

##### INSPECTION OF BOOKS

The Board of Directors shall determine from time to time whether, and if allowed, to what extent and at what time and places and under what conditions and regulations, the accounts and books of the Corporation (except such as may by law be specifically open to inspection) or any of them, shall be open to the inspection of the stockholders, and no stockholder shall have any right to inspect any account or book or document of the Corporation, except as conferred by the laws of the State of Delaware, unless and until authorized so to do by resolution of the Board of Directors or of the stockholders of the Corporation.

## ARTICLE X

### FISCAL YEAR

The fiscal year of the Corporation shall be determined from time to time by vote of the Board of Directors.

## ARTICLE XI

### AMENDMENTS

These By-Laws may be altered, amended, changed or repealed and new By-Laws adopted by the stockholders or, to the extent provided in the Certificate of Incorporation, by the Board of Directors, in either case at any meeting called for that purpose at which a quorum shall be present. Any by-law, whether made, altered, amended, changed or repealed by the stockholders or the Board of Directors may be repealed, amended, changed, further amended, changed, repealed or reinstated, as the case may be, either by the stockholders or by the Board of Directors, as herein provided; except that this Article may be altered, amended, changed or repealed only by vote of the stockholders.

## ARTICLE XII

### INDEMNIFICATION

SECTION 1. Indemnification. (a) The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person who was or is a party or is threatened to be made a party or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he-, or a person for whom he is the legal representative, is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, member, trustee, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise or non-profit entity against all liability, losses, expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(b) The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a director,

officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, member, trustee, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise or non-profit entity against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Delaware or such other court shall deem proper.

(c) To the extent that any person referred to in paragraphs (a) or (b) has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to therein, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

SECTION 2. Authorization. Any indemnification under Section 1 of this Article (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, partner, member, trustee, employee or agent is proper in the circumstances because such person has met the applicable standard of conduct set forth in Section 1 of this Article. Such determination shall be made: (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested directors so directs, by independent legal counsel in written opinion, or (c) by the stockholders.

SECTION 3. Expense Advance. Expenses (including attorneys' fees) incurred by an officer or director of the Corporation in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the manner provided in Section 2 of this Article upon receipt of an undertaking by or on behalf of such officer or director to repay such amount, unless it shall ultimately be determined that such person is entitled to be indemnified by the Corporation as authorized in this Article. Such expenses (including attorneys' fees) incurred by other employees or agents of the Corporation may be so paid upon such terms and conditions, if any, as the Board of Directors deems appropriate.

SECTION 4. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, the other Sections of this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in an official capacity and as to action in another



capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, partner, member, trustee, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 5. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, partner, member, trustee, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise or non-profit entity against any liability asserted against and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article or Section 145 of the Delaware General Corporation Law.

SECTION 6. "The Corporation". For the purposes of this Article, references to "the Corporation" shall include the resulting corporation and, to the extent that the Board of Directors of the resulting corporation so decides, all constituent corporations (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers and employees or agents so that any person who is or was a director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as director, officer, partner, member, trustee, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise or non-profit entity shall stand in the same position under the provisions of this Article with respect to the resulting or surviving corporation if its separate existence had continued.

SECTION 7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, trustee, partner, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise or non-profit entity shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, joint venture, trust or other enterprise or non-profit entity or from insurance.

SECTION 8. Other Definitions. For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, trustee, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, trustee, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article.

SECTION 9. Continuation of Indemnification. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, trustee,

partner, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 10. Amendment or Repeal. Neither the amendment nor repeal of this Article nor the adoption of any provision of these By-Laws inconsistent with this Article shall reduce, eliminate or adversely affect any right or protection hereunder of any person in respect of any act or omission occurring prior to the effectiveness of such amendment, repeal or adoption.

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AMERICAN TOWER CORPORATION

ISSUER

9 3/8% SENIOR NOTES DUE 2009

DATED AS OF JANUARY 31, 2001

THE BANK OF NEW YORK

TRUSTEE

CROSS-REFERENCE TABLE\*

Trust Indenture Act Section -----	Indenture Section -----
310(a)(1).....	7.10
(a)(2).....	7.10
(a)(3).....	N.A.
(a)(4).....	N.A.
(a)(5).....	7.10
(b).....	7.10
(c).....	N.A.
311(a).....	7.11
(b).....	7.11
(c).....	N.A.
312(a).....	2.05
(b).....	11.03
(c).....	11.03
313(a).....	7.06
(b)(1).....	7.06
(b)(2).....	7.06; 7.07
(c).....	7.06; 11.02
(d).....	7.06
314(a).....	4.03; 4.04; 11.02
(b).....	N.A.
(c)(1).....	11.04
(c)(2).....	11.04
(c)(3).....	N.A.
(d).....	N.A.
(e).....	11.05
(f).....	N.A.
315(a).....	7.01
(b).....	7.05; 11.02
(c).....	7.01
(d).....	7.01
(e).....	6.11
316(a)(last sentence).....	2.09
(a)(1)(A).....	6.05
(a)(1)(B).....	6.04
(a)(2).....	N.A.
(b).....	6.07
(c).....	2.12
317(a)(1).....	6.08
(a)(2).....	6.09
(b).....	2.04
318(a).....	11.01
(b).....	N.A.
(c).....	11.01

N.A. means not applicable

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\* This Cross Reference Table is not part of the Indenture.

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### EXHIBITS

Exhibit A	FORM OF NOTE
Exhibit B	FORM OF SUPPLEMENTAL INDENTURE TO BE DELIVERED BY SUBSEQUENT GUARANTORS
Exhibit C	FORM OF NOTATION OF GUARANTEE
Exhibit D	FORM OF REGULATION S CERTIFICATE
Exhibit E	FORM OF RESTRICTED NOTES CERTIFICATE
Exhibit F	FORM OF UNRESTRICTED NOTES CERTIFICATE



INDENTURE dated as of January 31, 2001 between American Tower Corporation, a Delaware corporation (the "Company"), and The Bank of New York, a New York banking corporation, as trustee (the "Trustee").

The Company and the Trustee agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the 9 3/8% Senior Notes Due 2009 (each, a "Note", and, collectively, the "Notes"):

#### ARTICLE 1

##### DEFINITIONS AND INCORPORATION BY REFERENCE

###### Section 1.01. Definitions.

"Acquired Debt" means, with respect to any specified Person:

- (1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Subsidiary of such specified Person, including, without limitation, Indebtedness incurred in connection with, or in contemplation of, such other Person merging with or into or becoming a Subsidiary of such specified Person; and
- (2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

"Additional Interest" has the meaning set forth in the form of Note attached as Exhibit A. Unless the context otherwise requires, references herein to "interest" on the Notes shall include Additional Interest.

"Adjusted Consolidated Cash Flow" means, as of any date of determination, the sum of:

- (1) the Consolidated Cash Flow of the Company for the four most recent full fiscal quarters ending immediately prior to such date for which internal financial statements are available, less the Company's Tower Cash Flow for such four-quarter period; plus
- (2) the product of four times the Company's Tower Cash Flow for the most recent fiscal quarter for which internal financial statements are available.

For purposes of making the computation referred to above:

- (1) acquisitions that have been made by the Company or any of its Restricted Subsidiaries, including through mergers or consolidations and including any related financing transactions, during the reference period or subsequent to such reference period and on or prior to the calculation date

shall be deemed to have occurred on the first day of the reference period and Consolidated Cash Flow for such reference period shall be calculated without giving effect to clause (2) of the proviso set forth in the definition of Consolidated Net Income;

- (2) the Consolidated Cash Flow attributable to discontinued operations, as determined in accordance with GAAP, and operations or businesses disposed of prior to the calculation date, shall be excluded; and
- (3) the corporate development expense of the Company and its Restricted Subsidiaries calculated in a manner consistent with the audited financial statements of the Company included in the Offering Circular shall be added to Consolidated Cash Flow to the extent it was included in computing Consolidated Net Income.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise; provided that beneficial ownership of 10% or more of the Voting Stock of a Person shall be deemed to be control. No natural person who is an executive officer or director of a Person shall, solely by virtue of such position, be deemed to control such Person.

"Agent" means any Registrar, Paying Agent or co-registrar.

"Applicable Premium" means, with respect to any Note on any redemption date, the greater of:

- (1) 1.0% of the principal amount of the Note, and
- (2) the excess of (a) the present value at such redemption date of (i) the redemption price of the Note at February 1, 2005 (such redemption price being set forth in the table appearing in Section 3.07(a) of this Indenture) plus (ii) all required interest payments due on the Note during the period from such redemption date through February 1, 2005 (excluding accrued but unpaid interest), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points, over (b) the principal amount of the Note, if greater.

"Applicable Procedures" means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depository, Euroclear and Clearstream that apply to such transfer or exchange.

"Asset Sale" means:

- (1) the sale, lease, conveyance or other disposition of any assets or rights (including, without limitation, by way of a sale and leaseback or merger); provided that the sale, lease, conveyance or other disposition of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole will be governed by Section 4.14 and Article 5 hereof and not by Section 4.10 hereof; and
- (2) the issue or sale by the Company or any of its Restricted Subsidiaries of Equity Interests of any of the Company's Restricted Subsidiaries (other than directors' qualifying shares or shares required by applicable law to be held by a Person other than the Company or a Restricted Subsidiary),

in the case of either clause (1) or (2), whether in a single transaction or a series of related transactions:

- (a) that have a fair market value in excess of \$1.0 million; or
- (b) for net proceeds in excess of \$1.0 million.

Notwithstanding the foregoing, the following items shall not be deemed to be Asset Sales:

- (1) a transfer of assets by the Company to a Restricted Subsidiary or by a Restricted Subsidiary to the Company or to another Restricted Subsidiary;
- (2) an issuance of Equity Interests by a Subsidiary to the Company or to another Restricted Subsidiary;
- (3) a Restricted Payment that is permitted by Section 4.07 hereof;
- (4) a transfer of Equity Interests of an Unrestricted Subsidiary or an issue of Equity Interests by an Unrestricted Subsidiary;
- (5) grants of leases or licenses, or the sale or other disposition of inventory, in the ordinary course of business;
- (6) dispositions of Cash Equivalents; and
- (7) the issuance of Equity Interests of the Company.

"Attributable Debt" in respect of a sale and leaseback transaction means, at the time of determination, the present value (discounted at the rate of interest implicit in such transaction, determined in accordance with GAAP) of the obligation of the lessee for net rental payments during the remaining term of the lease included in such sale and leaseback transaction (including any period for which such lease has been extended or may, at the option of the lessor, be extended).

"Bankruptcy Law" means Title 11, U.S. Code or any similar federal or state law for the relief of debtors.

"Board of Directors" means the Board of Directors of the Company, or any authorized committee of the Board of Directors.

"Business Day" means any day other than a Legal Holiday.

"Capital Lease Obligation" means, at the time any determination thereof is to be made, the amount of the liability in respect of a capital lease that would at such time be required to be capitalized on a balance sheet in accordance with GAAP.

"Capital Stock" means:

- (1) in the case of a corporation, corporate stock;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock;
- (3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited); and
- (4) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Cash Equivalents" means:

- (1) marketable, direct obligations of the United States of America, its agencies and instrumentalities maturing within 365 days of the date of purchase;
- (2) commercial paper and other short-term obligations of business savings accounts issued by corporations, each of which shall have a combined net worth of at least \$100,000,000 and each of which conducts a substantial part of its business in the United States of America, maturing within 270 days from the date of original issue thereof, and whose issuer is, at the time of purchase, rated "P-2" or better by Moody's or "A-2" or better by S&P;

- (3) repurchase agreements, bankers' acceptances and domestic and Eurodollar certificates of deposit maturing within 365 days of the date of purchase which are issued by, or time deposits maintained with
  - (a) a United States national or state bank (or any domestic branch of a foreign bank) subject to supervision and examination by federal or state banking or depository institution authorities and having capital, surplus and undivided profits totaling more than \$100,000,000 and rated "A" or better by Moody's or S&P,
  - (b) a broker/dealer (acting as principal) registered as a broker or a dealer under Section 15 of the Exchange Act the unsecured short-term debt obligations of which are rated "P-1" by Moody's and at least "A-1" by S&P at the date of purchase, or
  - (c) an unrated broker/dealer, acting as principal, that is a Wholly Owned Restricted Subsidiary (but substituting "Subsidiary" for "Restricted Subsidiary" in the definition thereof) of a non-bank or bank holding company, the unsecured short-term debt obligations of which are rated "P-1" by Moody's and at least "A-1" by S&P at the date of purchase; and
- (4) money market funds having a rating from Moody's and S&P in the highest investment category granted thereby.

"Change of Control" means the occurrence of any of the following:

- (1) the sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the assets of the Company and its Restricted Subsidiaries, taken as a whole to any "person" (as such term is used in Section 13(d)(3) of the Exchange Act) other than the Principal or a Related Party of the Principal;
- (2) the adoption of a plan relating to the liquidation or dissolution of the Company;
- (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as defined above), other than the Principal and his Related Parties, becomes the "beneficial owner" (as such term is defined in Rule 13d-3 and Rule 13d-5 under the Exchange Act, except that a person shall be deemed to have "beneficial ownership" of all securities that such person has the right to acquire, whether such right is currently exercisable or is exercisable only upon the occurrence of a subsequent condition), directly or indirectly, of more than 50% of the Voting Stock of the Company (measured by

voting power rather than number of shares); provided that transfers of Equity Interests in the Company between or among the beneficial owners of the Company's Equity Interests, as of the Issue Date, will not be deemed to cause a Change of Control under this clause (3) so long as no single Person together with its Affiliates acquires a beneficial interest in more of the Voting Stock of the Company than is at the time collectively beneficially owned by the Principal and his Related Parties;

- (4) the first day on which a majority of the members of the Board of Directors are not Continuing Directors; or
- (5) the Company consolidates with, or merges with or into, any Person, or any Person consolidates with, or merges with or into, the Company, in any such event pursuant to a transaction in which any of the outstanding Voting Stock of the Company is converted into or exchanged for cash, securities or other property, other than any such transaction where:
  - (a) the Voting Stock of the Company outstanding immediately prior to such transaction is converted into or exchanged for Voting Stock (other than Disqualified Stock) of the surviving or transferee Person constituting a majority of the outstanding shares of such Voting Stock of such surviving or transferee Person (immediately after giving effect to such issuance); or
  - (b) the Principal and his Related Parties own a majority of such outstanding shares after such transaction.

"Clearstream" means Clearstream Banking S.A. (or any successor securities clearing agency).

"Company" means American Tower Corporation, and any and all successors thereto.

"Completed Broadcast Tower" means any communications transmission tower of at least 500 feet owned or managed by the Company or any of its Restricted Subsidiaries that, as of any date of determination:

- (1) has at least one broadcast tenant that has executed a definitive lease with the Company or any of its Restricted Subsidiaries, which lease is producing revenue with respect to the tower as of the date of determination; and
- (2) has capacity for at least one tenant in addition to the tenant referred to in clause (1) of this definition.

"Completed Tower" means any communications transmission tower, other than a Completed Broadcast Tower, owned or managed by the Company or any of its Restricted Subsidiaries that, as of any date of determination:

- (1) has at least one wireless communications or broadcast tenant that has executed a definitive lease with the Company or any of its Restricted Subsidiaries, which lease is producing revenue with respect to the tower as of the date of determination; and
- (2) has capacity for at least two tenants in addition to the tenant referred to in clause (1) of this definition.

"Consolidated Cash Flow" means, with respect to any Person for any period, the Consolidated Net Income of such Person for such period; plus

- (1) provision for taxes based on income or profits of such Person and its Restricted Subsidiaries for such period, to the extent that such provision for taxes was included in computing such Consolidated Net Income; plus
- (2) consolidated interest expense of such Person and its Restricted Subsidiaries for such period, whether paid or accrued and whether or not capitalized (including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letters of credit or bankers' acceptance financings, and net payments (if any) pursuant to Hedging Obligations), to the extent that any such expense was deducted in computing such Consolidated Net Income; plus
- (3) depreciation, amortization (including amortization of goodwill and other intangibles) and other non-cash expenses (including write-offs or write-downs of goodwill and other intangible assets but excluding any such non-cash expense to the extent that it represents an accrual of or reserve for cash expenses in any future period) of such Person and its Restricted Subsidiaries for such period to the extent that such depreciation, amortization and other non-cash expenses were deducted in computing such Consolidated Net Income; minus
- (4) non-cash items increasing such Consolidated Net Income for such period (excluding any items that were accrued in the ordinary course of business),

in each case on a consolidated basis and determined in accordance with GAAP.

"Consolidated Indebtedness" means, with respect to any Person as of any date of determination, the sum, without duplication, of

- (1) the total amount of Indebtedness of such Person and its Restricted Subsidiaries; plus
- (2) the total amount of Indebtedness of any other Person, to the extent that such Indebtedness has been Guaranteed by the referent Person or one or more of its Restricted Subsidiaries; plus
- (3) the aggregate liquidation value of all Disqualified Stock of such Person and all preferred stock of Restricted Subsidiaries of such Person,

in each case, determined on a consolidated basis in accordance with GAAP.

"Consolidated Interest Expense" means, with respect to any Person for any period:

- (1) the consolidated interest expense of such Person and its Restricted Subsidiaries for such period determined in accordance with GAAP, whether paid or accrued and whether or not capitalized (including, without limitation, amortization of debt issuance costs and original issue discount, non-cash interest payments, the interest component of any deferred payment obligations, the interest component of all payments associated with Capital Lease Obligations, commissions, discounts and other fees and charges incurred in respect of letter of credit or bankers' acceptance financings, and net payments, if any, pursuant to Hedging Obligations); plus
- (2) all preferred stock dividends paid or accrued in respect of the Company's and its Restricted Subsidiaries' preferred stock to Persons other than the Company or a Wholly Owned Restricted Subsidiary of the Company other than preferred stock dividends paid by the Company in shares of preferred stock that is not Disqualified Stock.

"Consolidated Net Income" means, with respect to any Person for any period, the aggregate of the Net Income of such Person and its Restricted Subsidiaries for such period, on a consolidated basis, determined in accordance with GAAP; provided that

- (1) the Net Income of any Person other than the Company that is not a Restricted Subsidiary or that is accounted for by the equity method of accounting shall be included only to the extent of the amount of dividends or distributions paid in cash to the referent Person or a Restricted Subsidiary thereof and shall not be included if a net loss;
- (2) the Net Income (and net loss) of any Person acquired in a pooling of interests transaction for any period prior to the date of such acquisition shall be excluded;



- (3) the cumulative effect of a change in accounting principles shall be excluded; and
- (4) the Net Income (and net loss) of any Unrestricted Subsidiary shall be excluded whether or not distributed to the Company or one of its Restricted Subsidiaries.

"Consolidated Tangible Assets" means, with respect to the Company, the total consolidated assets of the Company and its Restricted Subsidiaries, less the total intangible assets of the Company and its Restricted Subsidiaries, as shown on the most recent internal consolidated balance sheet of the Company and such Restricted Subsidiaries calculated on a consolidated basis in accordance with GAAP.

"Continuing Directors" means, as of any date of determination, any member of the Board of Directors who:

- (1) was a member of such Board of Directors on the Issue Date;
- (2) was nominated for election or elected to such Board of Directors with the approval of a majority of the Continuing Directors who were members of such Board of Directors at the time of such nomination or election; or
- (3) is a designee of the Principal or was nominated by the Principal.

"Convertible Notes" means up to \$300.0 million aggregate principal amount of 6.25% Convertible Notes Due 2009 of the Company issued pursuant to the Indenture, dated as of October 4, 1999, between the Company and The Bank of New York, as trustee, up to \$425.5 million aggregate principal amount of 2.25% Convertible Notes Due 2009 of the Company issued pursuant to the Indenture, dated as of October 4, 1999, between the Company and The Bank of New York, as trustee, and up to \$450.0 million aggregate principal amount of 5.0% Convertible Notes Due 2010 of the Company issued pursuant to the Indenture, dated as of February 15, 2000, between the Company and The Bank of New York, as trustee.

"Corporate Trust Office of the Trustee" shall be at the address of the Trustee specified in Section 11.02 hereof or such other address as to which the Trustee may give notice to the Company.

"Credit Facilities" means one or more debt facilities (including, without limitation, the Senior Credit Facility) or commercial paper facilities with banks or other institutional lenders providing for revolving credit loans, term loans, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables) or letters of credit, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time.

"Custodian" means the Trustee, as custodian with respect to the Notes in global form, or any successor entity thereto.

"Debt to Adjusted Consolidated Cash Flow Ratio" means, as of any date of determination, the ratio of:

- (1) the Consolidated Indebtedness of the Company as of such date to
- (2) the Adjusted Consolidated Cash Flow of the Company as of such date.

"Default" means any event that is, or with the passage of time or the giving of notice or both would be, an Event of Default.

"Definitive Note" means a certificated Note registered in the name of the Holder thereof and issued in accordance with Section 2.06 hereof, substantially in the form of Exhibit A hereto except that such Note shall not bear the Global Note Legend and shall not have the "Schedule of Exchanges of Interests in the Global Note" attached thereto.

"Depository" means, with respect to the Notes issuable or issued in whole or in part in global form, the Person specified in Section 2.03 hereof as the Depository with respect to the Notes, and any and all successors thereto appointed as depository hereunder and having become such pursuant to the applicable provision of this Indenture.

"Disqualified Stock" means any Capital Stock that, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable, in each case, at the option of the holder thereof), or upon the happening of any event, matures or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or redeemable at the option of the holder thereof, in whole or in part, on or prior to the date that is 91 days after the date on which the Notes mature; provided, however, that any Capital Stock that would constitute Disqualified Stock solely because the holders thereof have the right to require the Company to repurchase such Capital Stock upon the occurrence of a Change of Control or an Asset Sale shall not constitute Disqualified Stock if the terms of such Capital Stock provide that the Company may not repurchase or redeem any such Capital Stock pursuant to such provisions unless such repurchase or redemption complies with Section 4.07 hereof.

"Eligible Indebtedness" means

- (1) Indebtedness under the Credit Facilities, and
- (2) any other Indebtedness other than:
  - (a) Indebtedness in the form of, or represented by, bonds or other securities or any guarantee thereof; and
  - (b) Indebtedness that is, or may be, quoted, listed or purchased and sold on any stock exchange, automated trading system or over-the-counter or other securities market (including, without prejudice to the generality of the foregoing, the market for securities eligible for resale pursuant to Rule 144A).

"Equity Interests" means Capital Stock and all warrants, options or other rights to acquire Capital Stock (but excluding any debt security that is convertible into, or exchangeable for, Capital Stock).

"Euroclear" means Euroclear Bank S.A./N.V., as operator of the Euroclear system (or any successor securities clearing agency).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Exchange Note" means any Note issued in exchange for an Original Note or Original Notes pursuant to the Exchange Offer or otherwise registered under the Securities Act and any Note with respect to which the next preceding Predecessor Note of such Note was an Exchange Note.

"Exchange Offer" has the meaning set forth in the form of Note attached as Exhibit A.

"Exchange Registration Statement" has the meaning set forth in the form of Note attached as Exhibit A.

"Excepted Verestar Debt" means Indebtedness of Verestar and its Subsidiaries at a time when Verestar and its Subsidiaries have Special Verestar Status, which Indebtedness constitutes

- (1) Capital Lease Obligations not constituting Indebtedness of the Company or its Restricted Subsidiaries,
- (2) Acquired Debt not constituting Indebtedness of the Company or its Restricted Subsidiaries in an aggregate principal amount of up to \$20.0 million at any one time outstanding,
- (3) Indebtedness owed to the Company or its Restricted Subsidiaries,
- (4) Indebtedness owed to Verestar or its Subsidiaries, or
- (5) Indebtedness under a Credit Facility that also constitutes Indebtedness of the Company or its Restricted Subsidiaries (but not of any other Person).

"Excepted Verestar Dividend" means a dividend or distribution on the Company's Capital Stock consisting of common stock or similar Capital Stock of Verestar at a time when Verestar and its Subsidiaries are not Restricted Subsidiaries of the Company.

"Excepted Verestar Sale" means an issue, sale or other disposition of common stock or similar Voting Stock of Verestar at a time when it is a Restricted Subsidiary of the Company, so long as after giving effect thereto Verestar would remain a Subsidiary of the Company.

"Excluded International Sale" means an issue, sale or other disposition of Capital Stock of a Restricted Subsidiary of the Company the principal operations of which are conducted, and the principal assets of which are located, outside the United States, so long as after giving effect thereto such Restricted Subsidiary would remain a Restricted Subsidiary of the Company.

"Existing Indebtedness" means Indebtedness of the Company and its Subsidiaries (other than Indebtedness under the Senior Credit Facility) in existence on the Issue Date, until such amounts are repaid.

"GAAP" means generally accepted accounting principles in the United States set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect on the date hereof.

"Global Note Legend" means the legend set forth in Section 2.06(f)(i), which is required to be placed on all Global Notes issued under this Indenture.

"Global Notes" means, the global Notes, substantially in the form of Exhibit A hereto.

"Government Securities" means direct obligations of, or obligations guaranteed by, the United States of America, and the payment for which the United States pledges its full faith and credit.

"Guarantee" means a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner (including, without limitation, by way of a pledge of assets or through letters of credit or reimbursement agreements in respect thereof), of all or any part of any Indebtedness.

"Hedging Obligations" means, with respect to any Person, the obligations of such Person under:

- (1) interest rate swap agreements, interest rate cap agreements and interest rate collar agreements; and
- (2) other agreements or arrangements designed to protect such Person against fluctuations in interest rates or currency exchange rates.

"Holder" means a Person in whose name a Note is registered.

"Indebtedness" means, with respect to any Person, any indebtedness of such Person, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments or letters of credit (or reimbursement agreements in respect thereof) or banker's acceptances or representing Capital Lease Obligations or the balance deferred and unpaid of the purchase price of any property or representing any Hedging Obligations, except any such balance that constitutes an accrued expense or trade payable, if and

to the extent any of the foregoing indebtedness (other than letters of credit and Hedging Obligations) would appear as a liability upon a balance sheet of such Person prepared in accordance with GAAP, as well as all Indebtedness of others secured by a Lien on any asset of such Person whether or not such Indebtedness is assumed by such Person (the amount of such Indebtedness as of any date being deemed to be the lesser of the value of such property or assets as of such date or the principal amount of such Indebtedness of such other Person so secured) and, to the extent not otherwise included, the Guarantee by such Person of any Indebtedness of any other Person. The amount of any Indebtedness outstanding as of any date shall be:

- (1) the accreted value thereof, in the case of any Indebtedness issued with original issue discount; and
- (2) the principal amount thereof, together with any interest thereon that is more than 30 days past due, in the case of any other Indebtedness.

"Indenture" means this Indenture, as amended or supplemented from time to time.

"Indirect Participant" means a Person who holds a beneficial interest in a Global Note through a Participant.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P.

"Investments" means, with respect to any Person, all investments by such Person in other Persons (including Affiliates) in the forms of direct or indirect loans (including guarantees of Indebtedness or other obligations), advances or capital contributions (excluding commission, travel and similar advances to officers and employees made in the ordinary course of business), purchases or other acquisitions for consideration of Indebtedness, Equity Interests or other securities, together with all items that are or would be classified as investments on a balance sheet prepared in accordance with GAAP. If the Company or any Restricted Subsidiary of the Company sells or otherwise disposes of any Equity Interests of any direct or indirect Restricted Subsidiary of the Company or a Restricted Subsidiary of the Company issues any of its Equity Interests such that, in each case, after giving effect to any such sale, disposition or issuance, such Person is no longer a Restricted Subsidiary of the Company, the Company shall be deemed to have made an Investment on the date of any such sale, disposition or issuance equal to the fair market value of the Equity Interests of such Subsidiary not sold or disposed of in an amount determined as provided in the final paragraph of Section 4.07 hereof.

"Issue Date" means the date on which the Original Notes are first authenticated and delivered under this Indenture.

"Legal Holiday" means a Saturday, a Sunday or a day on which banking institutions in The City of New York or at a place of payment are authorized by law, regulation or executive order to remain closed. If a payment date is a Legal Holiday at a place of payment, payment may be made at that place on the next succeeding day that is not a Legal Holiday, and no interest shall accrue on such payment for the intervening period.

"Licenses" means, collectively, any telephone, microwave, radio transmissions, personal communications or other license, authorization, certificate of compliance, franchise, approval or permit, whether for the construction, the ownership or the operation of any communications tower facilities, granted or issued by the Federal Communications Commission (or other similar or successor agency of the federal government administering the Communications Act of 1934 or any similar or successor federal statute) and held by the Company or any of its Restricted Subsidiaries.

"Lien" means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any option or other agreement to sell or give a security interest in and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction).

"Moody's" means Moody's Investors Service, Inc. or any successor to the rating agency business thereof.

"Net Income" means, with respect to any Person, the net income (loss) of such Person, determined in accordance with GAAP and before any reduction in respect of preferred stock dividends, excluding, however:

- (1) any gain or loss, together with any related provision for taxes on such gain or loss, realized in connection with:
  - (a) any Asset Sale (including, without limitation, dispositions pursuant to sale and leaseback transactions); or
  - (b) the disposition of any securities by such Person or any of its Restricted Subsidiaries or the extinguishment of any Indebtedness of such Person or any of its Restricted Subsidiaries; and
- (2) any extraordinary gain or loss, together with any related provision for taxes on such extraordinary gain or loss.

"Net Proceeds" means the aggregate cash proceeds received by the Company or any of its Restricted Subsidiaries in respect of any Asset Sale (including, without limitation, any cash received upon the sale or other disposition of any non-cash consideration received in any Asset Sale), net of:

- (1) the direct costs relating to such Asset Sale (including, without limitation, legal, accounting and investment banking fees, sales commissions and finders', brokers' or similar fees) and any relocation or severance expenses incurred as a result thereof;

- (2) taxes paid or payable as a result thereof (after taking into account any available tax credits or deductions and any tax sharing arrangements);
- (3) amounts required to be applied to the repayment of Indebtedness (other than Indebtedness under a Credit Facility) secured by a Lien on the asset or assets that were the subject of such Asset Sale;
- (4) all distributions and other payments required to be made to minority interest holders in Restricted Subsidiaries as a result of such Asset Sale;
- (5) the deduction of appropriate amounts provided by the seller as a reserve in accordance with GAAP against any liabilities associated with the assets disposed of in such Asset Sale and retained by the Company or any Restricted Subsidiary after such Asset Sale; and
- (6) without duplication, any reserves that Board of Directors determines in good faith should be made in respect of the sale price of such asset or assets for post closing adjustments;

provided that in the case of any reversal of any reserve referred to in clause (5) or (6) above, the amount so reversed shall be deemed to be Net Proceeds from an Asset Sale as of the date of such reversal.

"Non-Recourse Debt" means Indebtedness:

- (1) as to which neither the Company nor any of its Restricted Subsidiaries:
  - (a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness); or
  - (b) is directly or indirectly liable (as a guarantor or otherwise);
- (2) no default with respect to which (including any rights that the holders thereof may have to take enforcement action against an Unrestricted Subsidiary) would permit (upon notice, lapse of time or both) any holder of any other Indebtedness of the Company or any of its Restricted Subsidiaries to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity; and
- (3) as to which the lenders have been notified in writing that they will not have any recourse to the stock or assets of the Company or any of its Restricted Subsidiaries.

"Non-Tower Cash Flow" means, as of any date of determination, the Consolidated Cash Flow of the Company for the four most recent full fiscal quarters ending immediately prior to such date for which internal financial statements are available that is not included in Tower Cash Flow, all determined on a consolidated basis and in accordance with GAAP. Non-Tower Cash Flow will not include revenues derived from asset sales other than sales or other dispositions of inventory in the ordinary course of business.

"Notes" has the meaning assigned to it in the preamble to this Indenture and includes the Exchange Notes and the Original Notes.

"Obligations" means any principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities payable under the documentation governing any Indebtedness.

"Offering" means the private offering of the Notes by the Company.

"Offering Circular" means the Confidential Offering Circular, dated January 24, 2001, including the documents incorporated by reference therein, relating to the private offering of the Original Notes.

"Officer" means, with respect to any Person, the Chairman of the Board, the Chief Executive Officer, the President, the Chief Operating Officer, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Controller, the Secretary or any Vice-President of such Person.

"Officers' Certificate" means a certificate signed on behalf of the Company by two Officers of the Company, one of whom must be the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Company, that meets the requirements of Section 11.04 hereof.

"Opinion of Counsel" means an opinion from legal counsel that meets the requirements of Section 11.04 hereof. The counsel may be an employee of or counsel to the Company or any Subsidiary of the Company.

"Participant" means, with respect to the Depositary, Euroclear or Clearstream, a Person who has an account with the Depositary, Euroclear or Clearstream, respectively (and, with respect to DTC, shall include Euroclear and Clearstream).

"Permitted Business" means any business of the type conducted by the Company or its Restricted Subsidiaries on the Issue Date and, at such time as Verestar and its Subsidiaries become Restricted Subsidiaries, any business of the type conducted by them on the Issue Date, and any other business related, ancillary or complementary to any such business.



"Permitted Investment" means:

- (1) any Investment in the Company or in a Restricted Subsidiary of the Company;
- (2) any Investment in Cash Equivalents;
- (3) any Investment by the Company or any Restricted Subsidiary of the Company in a Person, if as a result of such Investment:
  - (a) such Person becomes a Restricted Subsidiary of the Company; or
  - (b) such Person is merged, consolidated or amalgamated with or into, or transfers or conveys substantially all of its assets to, or is liquidated into, the Company or a Restricted Subsidiary of the Company;
- (4) any Investment by the Company or any Restricted Subsidiary of the Company that
  - (a) is in substance the acquisition of a class of Capital Stock of a Restricted Subsidiary (the "Target") of the Company,
  - (b) increases the percentage of one or more classes of Capital Stock of the Target beneficially owned by the Company and its Restricted Subsidiaries,
  - (c) does not decrease the percentage of the total voting power of shares of Capital Stock of the Target entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees of the Target that is owned by the Company and its Restricted Subsidiaries, and
  - (d) does not decrease the percentage of stockholders' equity (including stock subject to mandatory redemption) of the Target, as reflected on its most recent internal balance sheet prepared in accordance with GAAP, available upon liquidation of the Target to Capital Stock of the Target owned by the Company and its Restricted Subsidiaries;
- (5) any Investment made as a result of the receipt of non-cash consideration from an Asset Sale that was made pursuant to and in compliance with Section 4.10 hereof;
- (6) any acquisition of assets solely in exchange for the issuance of Equity Interests (other than Disqualified Stock) of the Company;

- (7) receivables created in the ordinary course of business;
- (8) loans or advances to employees made in the ordinary course of business since the Issue Date not to exceed \$5.0 million at any one time outstanding;
- (9) securities and other assets received in settlement of trade debts or other claims arising in the ordinary course of business;
- (10) the Verestar Net Investment up to an aggregate of \$100.00 million at any one time outstanding;
- (11) Investments since the Issue Date (other than Investments in Verestar or its subsidiaries) of up to an aggregate of \$100.0 million at any one time outstanding (each such Investment being measured as of the date made and without giving effect to subsequent changes in value); and
- (12) other Investments in Permitted Businesses since the Issue Date not to exceed an amount equal to \$10.0 million plus 10% of the Company's Consolidated Tangible Assets at any one time outstanding (each such Investment being measured as of the date made and without giving effect to subsequent changes in value).

"Permitted Liens" means:

- (1) Liens securing Indebtedness of the Company under one or more Credit Facilities that was permitted by the terms hereof to be incurred;
- (2) Liens securing any Indebtedness of any of the Company's Restricted Subsidiaries that was permitted by the terms hereof to be incurred;
- (3) Liens in favor of the Company;
- (4) Liens existing on the Issue Date and renewals and replacements thereof to the extent they secure Permitted Refinancing Indebtedness;
- (5) Liens for taxes, assessments or governmental charges or claims that are not yet delinquent or that are being contested in good faith by appropriate proceedings promptly instituted and diligently concluded; provided that any reserve or other appropriate provision as shall be required in conformity with GAAP shall have been made therefor;

- (6) Liens of carriers, warehousemen, mechanics, vendors (solely to the extent arising by operation of law), laborers and materialmen incurred in the ordinary course of business for sums not yet due or being diligently contested in good faith, if reserves or appropriate provisions shall have been made therefor;
- (7) Liens incurred in the ordinary course of business in connection with worker's compensation and unemployment insurance, social security obligations, assessments or government charges which are not overdue for more than 60 days;
- (8) Restrictions on the transfer of Licenses or assets of the Company or any of its Restricted Subsidiaries imposed by any of the Licenses as in effect on the Issue Date or imposed by the Communications Act of 1934, any similar or successor federal statute or the rules and regulations of the Federal Communications Commission (or other similar or successor agency of the federal government administering such Act or successor statute) thereunder, all as the same may be in effect from time to time;
- (9) Liens arising by operation of law in favor of purchasers in connection with the sale of an asset; provided, however, that such Lien only encumbers the property being sold;
- (10) Liens to secure performance of statutory obligations, surety or appeal bonds, performance bonds, bids or tenders;
- (11) judgment Liens which do not result in an Event of Default;
- (12) Liens in connection with escrow deposits made in connection with any acquisition of assets;
- (13) Liens securing Indebtedness permitted to be incurred under clauses (3) and (6) of the second paragraph of Section 4.09 hereof;
- (14) Easements, right-of-way, zoning restrictions, licenses or restrictions on use and other similar encumbrances on the use of real property that:
  - (a) are not incurred in connection with the borrowing of money or the obtaining of advances or credit (other than trade credit in the ordinary course of business); and
  - (b) do not in the aggregate materially detract from the value of the property or materially impair the use thereof in the operation of business by the Company and its Restricted Subsidiaries;

- (15) Liens on property of the Company or a Restricted Subsidiary at the time the Company or Restricted Subsidiary acquired the property, including acquisition by means of a merger or consolidation with or into the Company or any Restricted Subsidiary, provided, however, that such Liens are not created, incurred or assumed in connection with or in contemplation of such acquisition, and provided further that such Liens may not extend to any other property owned by the Company or any Restricted Subsidiary; and
- (16) Liens securing Indebtedness in an aggregate principal amount at any time outstanding that, together with any Attributable Debt, does not exceed 10% of:
- (a) Consolidated Tangible Assets, reduced by
  - (b) the amount of current liabilities (excluding current maturities of long-term debt) of the Company and its Restricted Subsidiaries, further reduced by
  - (c) appropriate adjustments on account of minority interests in Restricted Subsidiaries of the Company held by Persons other than the Company and its Restricted Subsidiaries,
- all as shown on the most recent internal consolidated balance sheet of the Company and such Restricted Subsidiaries calculated on a consolidated basis in accordance with GAAP.

"Permitted Refinancing Indebtedness" means any Indebtedness of the Company or any of its Restricted Subsidiaries issued in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund, other Indebtedness of the Company or any of its Restricted Subsidiaries (other than intercompany Indebtedness); provided that:

- (1) the principal amount (or initial accreted value, if applicable) of such Permitted Refinancing Indebtedness does not exceed the principal amount of (or accreted value, if applicable), plus accrued interest on, the Indebtedness so extended, refinanced, renewed, replaced, defeased or refunded (plus the amount of expenses and prepayment premiums incurred in connection therewith);
- (2) such Permitted Refinancing Indebtedness has a final maturity date not earlier than the final maturity date of, and has a Weighted Average Life to Maturity equal to or greater than the Weighted Average Life to Maturity of, the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded;

- (3) if the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded is subordinated in right of payment to the Notes, such Permitted Refinancing Indebtedness is subordinated in right of payment to the Notes on terms at least as favorable to the Holders of Notes as those contained in the documentation governing the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded; and
- (4) such Indebtedness is incurred either by the Company or by the Restricted Subsidiary who is the obligor on the Indebtedness being extended, refinanced, renewed, replaced, defeased or refunded.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or agency or political subdivision thereof (including any subdivision or ongoing business of any such entity or substantially all of the assets of any such entity, subdivision or business).

"Predecessor Note" of any particular Note means every previous Note issued before, and evidencing all or a portion of the same debt as that evidenced by, such particular Note; and, for the purposes of this definition, any Note authenticated and delivered under Section 2.07 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Note shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Note.

"Principal" means Steven B. Dodge and any Related Party of Steven B. Dodge.

"Public Equity Offering" means an underwritten primary public offering of common stock of the Company pursuant to an effective registration statement under the Securities Act.

"Purchase Agreement" means the Purchase Agreement, dated January 24, 2001, among the Company and the Purchasers, as such agreement may be amended from time to time.

"Purchasers" means Donaldson, Lufkin, Jenrette Securities Corporation (an affiliate of Credit Suisse First Boston Corporation), Salomon Smith Barney Inc., Deutsche Banc Alex. Brown Inc., Goldman, Sachs & Co., Lehman Brothers Inc., TD Securities (USA) Inc., BNY Capital Markets, Inc., Chase Securities Inc., RBC Dominion Securities Corporation, Scotia Capital (USA) Inc., Banc of America Securities LLC, BMO Nesbitt Burns Inc., Credit Lyonnais Securities (USA) Inc., McDonald Investments Inc. and Thomas Weisel Partners LLC.

"Qualified Proceeds" means assets that are used or useful in, or Capital Stock of any Person engaged in, a Permitted Business.

"Rating Agencies" mean Moody's and S&P.

"Registered Notes" means the Exchange Notes and all other Notes sold or otherwise disposed of pursuant to an effective registration statement under the Securities Act, together with their respective Successor Notes.

"Registration Default" has the meaning set forth in the form of Note attached as Exhibit A.

"Registration Rights Agreement" means the Registration Rights Agreement among the Company and the Purchasers, dated the Issue Date, as the same may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Regular Record Date" has the meaning set forth in the form of Note attached as Exhibit A.

"Regulation S" means Regulation S under the Securities Act (or any successor provision), as it may be amended from time to time.

"Regulation S Certificate" means a certificate substantially in the form set forth in Exhibit D.

"Regulation S Global Note" has the meaning specified in Section 2.01(d).

"Regulation S Legend" means a legend substantially in the form of the legend required in the form of Note attached as Exhibit A to be placed upon each Regulation S Note.

"Regulation S Notes" means all Notes required pursuant to Section 2.06(f)(ii) to bear a Regulation S Legend. Such term includes the Regulation S Global Note.

"Related Party" with respect to the Principal means:

- (1) any Person that is a Subsidiary of the Principal; or
- (2) any trust, corporation, partnership, limited liability company or other entity, the beneficiaries, stockholders, members, partners, owners or Persons beneficially holding an over-50% controlling interest of which consist of the Principal and/or such other Persons referred to in the immediately preceding clause (1).

"Resale Registration Statement" has the meaning set forth in the form of Note attached as Exhibit A.

"Responsible Officer" with respect to the Trustee, means any officer within the Corporate Trust Administration of the Trustee (or any successor group of the Trustee) or any other officer of the Trustee customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of its Indenture.

"Restricted Global Note" has the meaning specified in Section 2.01(d).

"Restricted Investment" means an Investment other than a Permitted Investment.

"Restricted Notes" means all Notes required pursuant to Section 2.06(f)(ii) to bear any Restricted Notes Legend. Such term includes the Restricted Global Note.

"Restricted Notes Certificate" means a certificate substantially in the form set forth in Exhibit E.

"Restricted Notes Legend" means, collectively, the legends substantially in the forms of the legends required in the form of Note attached as Exhibit A to be placed upon each Restricted Note.

"Restricted Period" means the period of 41 consecutive days beginning on and including the later of (i) the day on which Notes are first offered to persons other than distributors (as defined in Regulation S) in reliance on Regulation S and (ii) the Issue Date.

"Restricted Subsidiary" of a Person means any Subsidiary of the referent Person that is not an Unrestricted Subsidiary.

"Rule 144A" means Rule 144A under the Securities Act (or any successor provision), as such Rule 144A may be amended from time to time.

"Rule 144A Notes" means the Notes purchased by the Purchasers from the Company pursuant to the Purchase Agreement, other than the Regulation S Notes.

"S&P" means Standard & Poor's Ratings Service or any successor to the rating agency business thereof.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Act Legend" means a Restricted Notes Legend or a Regulation S Legend.

"Senior Credit Facility" means that certain Amended and Restated Loan Agreement, dated as of January 6, 2000, by and among The Toronto Dominion Bank, New York Branch, as Issuing Bank, Toronto Dominion (Texas), Inc., as Administrative Agent, the several Lenders and other agents party thereto and American Tower, L.P., American Towers, Inc. and ATC Teleports, Inc., as borrowers, including any related notes, guarantees, collateral documents, instruments and agreements executed in connection therewith, and in each case as amended, modified, renewed, refunded, replaced or refinanced from time to time.

"Significant Subsidiary" means, with respect to any Person, any Restricted Subsidiary of such Person that would be a "significant subsidiary" of such Person as defined in Article 1, Rule 1-02 of Regulation S-X, promulgated pursuant to the Act, as such Regulation is in effect on the date hereof, except that all references to "10 percent" in Rule 1-02(w)(1), (2) and (3) shall mean "5 percent" and that all Unrestricted Subsidiaries of the Company shall be excluded from all calculations under Rule 1-02(w).

"Special Verestar Status" means that Verestar and its Subsidiaries are not Restricted Subsidiaries of the Company, that none has previously been a Restricted Subsidiary of the Company, and that Verestar or its Subsidiaries have since the Issue Date continuously had outstanding Indebtedness under clause (5) of the definition of "Excepted Verestar Debt".

"Stated Maturity" means, with respect to any installment of interest or principal on any series of Indebtedness, the date on which such payment of interest or principal was scheduled to be paid in the original documentation governing such Indebtedness, and shall not include any contingent obligations to repay, redeem or repurchase any such interest or principal prior to the date originally scheduled for the payment thereof.

"Step-Down Date" has the meaning set forth in the form of Note attached as Exhibit A.

"Step-Up" has the meaning set forth in the form of Note attached as Exhibit A.

"Strategic Equity Investment" means a cash contribution to the common equity capital of the Company or a purchase from the Company of common Equity Interests (other than Disqualified Stock), in either case by or from a Strategic Equity Investor and for aggregate cash consideration of at least \$50.0 million.

"Strategic Equity Investor" means a Person engaged in a Permitted Business whose Total Equity Market Capitalization exceeds \$1.0 billion.

"Subsidiary" means, with respect to any Person:

- (1) any corporation, limited liability company, association or other business entity of which more than 50% of the total voting power of shares of Capital Stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such Person or one or more of the other Subsidiaries of that Person (or a combination thereof); and
- (2) any partnership:
  - (a) the sole general partner or the managing general partner of which is such Person or a Subsidiary of such Person; or
  - (b) the only general partners of which are such Person or of one or more Subsidiaries of such Person (or any combination thereof).

"Successor Note" of any particular Note means every Note issued after, and evidencing all or a portion of the same debt as that evidenced by, such particular Note; and, for purposes of this definition, any Note authenticated and delivered under Section 2.07 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Note shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Note.



"Surplus Asset Sale" means (i) an Asset Sale of communications transmission towers that were acquired from AT&T Corporation and its Affiliates, have an aggregate book value on the Company's GAAP balance sheet at September 30, 2000 and at the Issue Date of not more than \$20.0 million, and are shown on the GAAP accounting records of the Company and its Restricted Subsidiaries at September 30, 2000 and at the Issue Date as being held for disposal, and (ii) Asset Sales in any one-year period for aggregate net proceeds of up to \$5.0 million.

"Tax Sharing Agreement" means the Tax Sharing Agreement, dated as of January 1, 2000, among the Company, Verestar and any other Subsidiaries of the Company or Verestar, as in effect on the Issue Date.

"Teleports Business" means the business of providing domestic and international satellite and internet protocol network transmission services.

"Teleports Company" means Verestar and its Subsidiaries, or any successor Person and that Person's Subsidiaries through which the Company conducts the Teleports Business.

"TIA" means the Trust Indenture Act of 1939 (15 U.S.C. ss.ss. 77aaa-77bbb) as in effect on the date on which this Indenture is qualified under the TIA.

"Total Equity Market Capitalization" of any Person means, as of any date of determination, the sum of:

- (1) the product of:
  - (a) the aggregate number of outstanding primary shares of common stock of such Person on such date (which shall not include any options or warrants on, or securities convertible or exchangeable into, shares of common stock of such person); multiplied by
  - (b) the average closing price of such common stock listed on a national securities exchange or the Nasdaq National Market System over the 20 consecutive business days immediately preceding such date; plus
- (2) the liquidation value of any outstanding shares of preferred stock of such Person on such date.

"Tower Asset Exchange" means any transaction in which the Company or one or more of its Restricted Subsidiaries exchanges assets for, or issues its Capital Stock in exchange for, Tower Assets and/or cash or Cash Equivalents where the fair market value (evidenced by a resolution of the Board of Directors set forth in an Officers' Certificate delivered to the Trustee) of the Tower Assets and cash or Cash Equivalents received by the Company and its Restricted Subsidiaries in such exchange is at least equal to the fair market value of the assets disposed of, or the Capital Stock issued, in such exchange.

"Tower Assets" means wireless transmission or broadcast towers and related assets that are located on the site of a wireless transmission or broadcast tower.

"Tower Cash Flow" means, for any period, the Consolidated Cash Flow of the Company and its Restricted Subsidiaries for such period that is directly attributable (including related expenses) to (i) site rental revenue or license fees (including space reservation payments) paid to lease, sublease or retain space on communication sites owned or leased by the Company or its Restricted Subsidiaries, (ii) fees paid to the Company or its Restricted Subsidiaries for management of communications sites and (iii) real estate lease and similar payments (whether or not related to communications sites) paid to the Company or its Restricted Subsidiaries to the extent included in the same operating segment for GAAP reporting purposes as site rental revenue, all determined on a consolidated basis and in accordance with GAAP. Tower Cash Flow will not include revenue or expenses attributable to non-site rental services provided by the Company or any of its Restricted Subsidiaries to lessees of communication sites or revenues derived from the sale of assets.

"Treasury Rate" means, as of any redemption date in respect of the Notes, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15(519) that has become publicly available at least two business days prior to the redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to February 1, 2005; provided, however, that if the period from the redemption date to February 1, 2005 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year shall be used.

"Trustee" means the party named as such above until a successor replaces it in accordance with the applicable provisions of this Indenture and thereafter means the successor serving hereunder.

"Unrestricted Notes Certificate" means a certificate substantially in the form set forth in Exhibit F.

"Unrestricted Subsidiary" means (i) on and after the Issue Date, Verestar and all of its Subsidiaries, until such time as they become Restricted Subsidiaries pursuant to a board resolution or otherwise pursuant to Section 4.07 and (ii) any other Subsidiary of the Company that is designated by the Board of Directors as an Unrestricted Subsidiary, on or after the Issue Date, pursuant to a board resolution; but only to the extent that, other than pursuant to Excepted Verestar Debt, such Subsidiary:

- (1) has no Indebtedness to any Person other than
  - (a) Non-Recourse Debt, or
  - (b) Indebtedness owed to the Company or its Restricted Subsidiaries;

- (2) is not party to any agreement, contract, arrangement or understanding with the Company or any Restricted Subsidiary of the Company unless the terms of any such agreement, contract, arrangement or understanding are no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Company;
- (3) is a Person with respect to which neither the Company nor any of its Restricted Subsidiaries has any direct or indirect obligation:
  - (a) to subscribe for additional Equity Interests; or
  - (b) to maintain or preserve such Person's financial condition or to cause such Person to achieve any specified levels of operating results;
- (4) has not guaranteed or otherwise directly or indirectly provided credit support for any Indebtedness of the Company or any of its Restricted Subsidiaries; and
- (5) if such Subsidiary is Verestar or one of its Subsidiaries, is a Subsidiary through which the Company conducts the Teleports Business.

Any such designation by the Board of Directors shall be evidenced to the Trustee by filing with the trustee a certified copy of the board resolution giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing conditions and was permitted by Section 4.07 hereof. If, at any time, any Unrestricted Subsidiary would fail to meet the foregoing requirements as an Unrestricted Subsidiary, it shall thereafter cease to be an Unrestricted Subsidiary for purposes of this Indenture, and any Indebtedness of that Subsidiary shall be deemed to be incurred by a Restricted Subsidiary of the Company as of such date (and, if such Indebtedness is not permitted to be incurred as of such date under Section 4.09 hereof, the Company shall be in default of Section 4.09 hereof).

The Board of Directors may at any time designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided that the designation shall be deemed to be an incurrence of Indebtedness by a Restricted Subsidiary of the Company of any outstanding Indebtedness of such Unrestricted Subsidiary and the designation shall only be permitted if

- (1) such Indebtedness is permitted under Section 4.09 hereof, calculated on a pro forma basis as if such designation had occurred at the beginning of the four-quarter reference period; and
- (2) no Default would occur or be in existence following such designation.

If while Verestar or any of its Subsidiaries has Special Verestar Status, the Verestar Net Investment shall exceed an aggregate of \$100.0 million at any one time outstanding, Verestar and its Subsidiaries shall thereafter cease to be Unrestricted Subsidiaries for purposes of this Indenture, and any Indebtedness of Verestar and its Subsidiaries shall be deemed to be incurred by a Restricted Subsidiary of the Company as of such date (it being noted that Excepted Verestar Debt shall be deemed to have been permitted to be incurred by clause (11) of the second paragraph of Section 4.09 to the extent not otherwise permitted).

"Verestar" means Verestar, Inc. (formerly ATC Teleports Inc.), a Delaware corporation.

"Verestar Net Investment" means the Investment of the Company and its Restricted Subsidiaries since the Issue Date in Verestar and its Subsidiaries, each such Investment being measured as of the date made and without giving effect to subsequent changes in value, but excluding (a) any Investment made with the net cash proceeds of a substantially concurrent sale after the Issue Date by the Company of its Equity Interests (other than Disqualified Stock), (b) any transaction resulting in the acquisition or receipt (whether by merger, capital contribution or otherwise) by Verestar or its Subsidiaries of assets and accompanied by the substantially concurrent issuance after the Issue Date by the Company of its Equity Interests (other than Disqualified Stock) having a fair market value, as determined in good faith by the Board of Directors, equal to the fair market value of those assets, or (c) any Restricted Investment in Verestar or its Subsidiaries that was made in compliance with Section 4.07 hereof. The receipt by Verestar or its Subsidiaries of proceeds from the incurrence of Indebtedness under a Credit Facility described in clause (5) of the definition of "Excepted Verestar Debt" while they have Special Verestar Status shall be treated as an Investment by the Company in Verestar or such Subsidiaries in an amount equal to such proceeds. The amount of any Investment in Verestar and its Subsidiaries shall not include interest accrued on loans or advances to Verestar or its Subsidiaries, but payment of such interest in cash shall be considered, at the Company's election (but only to the extent not otherwise included in Consolidated Net Income of the Company), either a reduction of the Investment in Verestar or a distribution from an Unrestricted Subsidiary for purposes of clause (3)(e) of the first paragraph of Section 4.07 hereof.

"U.S. Person" means a U.S. person as defined in Rule 902(o) under the Securities Act.

"Voting Stock" of any Person as of any date means the Capital Stock of such Person that is at the time entitled to vote in the election of the board of directors or equivalent of such Person.

"Weighted Average Life to Maturity" means, when applied to any Indebtedness at any date, the number of years obtained by dividing:

- (1) the sum of the products obtained by multiplying :
  - (a) the amount of each then remaining installment, sinking fund, serial maturity or other required payments of principal, including payment at final maturity, in respect thereof; by

(b) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment; by

(2) the then outstanding principal amount of such Indebtedness.

"Wholly Owned Restricted Subsidiary" of any Person means a Restricted Subsidiary of such Person all of the outstanding Capital Stock or other ownership interests of which (other than directors' qualifying shares) shall at the time be owned by such Person or by one or more Wholly Owned Restricted Subsidiaries of such Person or by such Person and one or more Wholly Owned Restricted Subsidiaries of such Person.

#### Section 1.02. Other Definitions.

Term ----	Defined in Section -----
"Affiliate Transaction".....	4.11
"Asset Sale Offer".....	3.09
"Authentication Order".....	2.02
"Change of Control Offer".....	4.14
"Change of Control Payment".....	4.14
"Change of Control Payment Date".....	4.14
"Covenant Defeasance".....	8.03
"DTC".....	2.03
"Event of Default".....	6.01
"Excess Proceeds".....	4.10
"Guarantor".....	10.01
"incur".....	4.09
"Legal Defeasance".....	8.02
"Note Guarantee".....	4.17
"Offer Amount".....	3.09
"Offer Period".....	3.09
"Original Notes".....	2.02
"Paying Agent".....	2.03
"Payment Default".....	6.01
"Permitted Debt".....	4.09
"Purchase Date".....	3.09
"Registrar".....	2.03
"Restricted Payments".....	4.07
"Suspended Covenants".....	4.18

#### Section 1.03. Incorporation by Reference of Trust Indenture Act.

Whenever this Indenture refers to a provision of the TIA, the provision is incorporated by reference in and made a part of this Indenture.

The following TIA terms used in this Indenture have the following meanings:

"indenture securities" means the Notes;  
"indenture security Holder" means a Holder of a Note;  
"indenture to be qualified" means this Indenture;  
"indenture trustee" or "institutional trustee" means the Trustee; and  
"obligor" on the Notes means the Company and any successor obligor upon the Notes.

All other terms used in this Indenture that are defined by the TIA, defined by the TIA's reference to another statute or defined by SEC rule under the TIA have the meanings so assigned to them.

#### Section 1.04. Rules of Construction.

Unless the context otherwise requires:

(a) a term has the meaning assigned to it;

(b) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP;

(c) "or" is not exclusive;

(d) words in the singular include the plural, and in the plural include the singular;

(e) provisions apply to successive events and transactions; and

(f) references to sections of or rules under the Securities Act shall be deemed to include substitute, replacement or successor sections or rules adopted by the SEC from time to time.

### ARTICLE 2

#### THE NOTES

##### Section 2.01. Form and Dating.

(a) General. The Notes and the Trustee's certificate of authentication shall be substantially in the form of Exhibit A hereto. The Notes may have notations, legends or endorsements required by law, stock exchange rule or usage. Each Note shall be dated the date of its authentication. The Notes shall be in denominations of \$1,000 and integral multiples thereof.

The Notes may consist of Original Notes and/or Exchange Notes, which shall rank pari passu in right of payment with each other and with all other existing and future senior unsecured obligations of the Company. Unless the context otherwise requires, Original Notes and Exchange Notes shall be considered collectively to be a single class for all purposes of this Indenture, including without limitation waivers, amendments, redemptions and Asset Sale Offers.

The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Indenture and the Company and the Trustee, by their execution and delivery of this Indenture, expressly agree to such terms and provisions and to be bound thereby. However, to the extent any provision of any Note conflicts with the express provisions of this Indenture, the provisions of this Indenture shall govern and be controlling.

(b) Global Notes. Notes issued in global form shall be substantially in the form of Exhibit A attached hereto (including the Global Note Legend thereon and the "Schedule of Exchanges of Interests in the Global Note" attached thereto). Notes issued in definitive form shall be substantially in the form of Exhibit A attached hereto (but without the Global Note Legend thereon and without the "Schedule of Exchanges of Interests in the Global Note" attached thereto).

Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges, redemptions, repurchases and transfers of interests. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by Section 2.06 hereof.

(c) Euroclear and Clearstream Procedures Applicable. The provisions of the "Operating Procedures of the Euroclear System" and "Terms and Conditions Governing Use of Euroclear" and the "General Terms and Conditions of Clearstream" and "Customer Handbook" of Clearstream shall be applicable to transfers of beneficial interests in Global Notes that are held by Participants through Euroclear or Clearstream.

(d) Restricted and Regulation S Global Notes. Upon their original issuance, Rule 144A Notes shall be issued in the form of one or more Global Notes registered in the name of the Depositary or its nominee and deposited with the Trustee, as Custodian for the Depositary, for credit by the Depositary to the respective accounts of beneficial owners of the Notes represented thereby (or such other accounts as they may direct). Such Global Notes, together with their Successor Notes which are Global Notes other than the Regulation S Global Notes, are collectively herein called the "Restricted Global Note".

Upon their original issuance, Regulation S Notes shall be issued in the form of one or more Global Notes registered in the name of the Depositary, or its nominee and deposited with the Trustee, as Custodian for the Depositary, for credit to the respective accounts of the beneficial owners of the Notes represented thereby (or such other accounts as they may direct), provided that upon such deposit all such Notes shall be credited to or through accounts maintained at the Depositary by or on behalf of Euroclear or Clearstream. Such Global Notes, together with their Successor Notes which are Global Notes other than the Restricted Global Note, are collectively herein called the "Regulation S Global Note".

#### Section 2.02. Execution and Authentication.

Two Officers shall sign the Notes for the Company by manual or facsimile signature.

If an Officer whose signature is on a Note no longer holds that office at the time a Note is authenticated, the Note shall nevertheless be valid.

A Note shall not be valid until authenticated by the manual signature of the Trustee. The signature shall be conclusive evidence that the Note has been authenticated under this Indenture.

The Trustee shall, upon a written order of the Company signed by two Officers (an "Authentication Order"), authenticate Notes for original issue on the Issue Date in an aggregate principal amount not to exceed \$1.0 billion (the "Original Notes"). The aggregate principal amount of Notes (including Exchange Notes) outstanding at any time may not exceed the aggregate principal amount stated in paragraph 4 of the Notes except as provided in Section 2.08 hereof. Notes shall be dated the date of their authentication.

At any time and from time to time after the execution and delivery of this Indenture and after the effectiveness of a Registration Statement under the Securities Act with respect thereto, the Company may deliver Exchange Notes executed by the Company to the Trustee for authentication, together with a Company Order for the authentication and delivery of such Exchange Notes and a like principal amount of Original Notes for cancellation in accordance with Section 2.11 of this Indenture, and the Trustee in accordance with the Company Order shall authenticate and deliver such Notes. In authenticating such Exchange Notes, and accepting the additional responsibilities under this Indenture in relation to such Notes, the Trustee shall be entitled to receive, and (subject to Section 7.01) shall be fully protected in relying upon, an Opinion of Counsel stating,

- (i) that such Exchange Notes have been duly and validly issued in accordance with the terms of this Indenture, and are entitled to all the rights and benefits set forth herein; and
- (ii) that the issuance of the Exchange Notes in exchange for the Original Notes has been effected in compliance with the Securities Act.



The Trustee may appoint an authenticating agent acceptable to the Company to authenticate Notes. An authenticating agent may authenticate Notes whenever the Trustee may do so. Each reference in this Indenture to authentication by the Trustee includes authentication by such agent. An authenticating agent has the same rights as an Agent to deal with Holders or an Affiliate of the Company.

#### Section 2.03. Registrar and Paying Agent.

The Company shall maintain an office or agency where Notes may be presented for registration of transfer or for exchange ("Registrar") and an office or agency where Notes may be presented for payment ("Paying Agent"). The Registrar shall keep a register of the Notes and of their transfer and exchange. The Company may appoint one or more co-registrars and one or more additional paying agents. The term "Registrar" includes any co-registrar and the term "Paying Agent" includes any additional paying agent. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company shall promptly notify the Trustee in writing of the name and address of any Agent not a party to this Indenture. If the Company fails to appoint or maintain another entity as Registrar or Paying Agent, the Trustee shall act as such. The Company or any of its Subsidiaries may act as Paying Agent or Registrar.

The Company initially appoints The Depository Trust Company ("DTC") to act as Depositary with respect to the Global Notes.

The Company initially appoints the Trustee to act as the Registrar and Paying Agent and to act as Custodian with respect to the Global Notes.

#### Section 2.04. Paying Agent to Hold Money in Trust.

The Company shall require each Paying Agent other than the Trustee to agree in writing that the Paying Agent will hold in trust for the benefit of the Holders or the Trustee all money held by the Paying Agent for the payment of principal of, or premium, if any, or interest on the Notes, and will notify the Trustee of any default by the Company in making any such payment. While any such default continues, the Trustee may require a Paying Agent to pay all money held by it to the Trustee. The Company at any time may require a Paying Agent to pay all money held by it to the Trustee. Upon payment over to the Trustee, the Paying Agent (if other than the Company or a Subsidiary) shall have no further liability for the money. If the Company or a Subsidiary acts as Paying Agent, it shall segregate and hold in a separate trust fund for the benefit of the Holders all money held by it as Paying Agent. Upon any bankruptcy or reorganization proceedings relating to the Company, the Trustee shall serve as Paying Agent for the Notes.

#### Section 2.05. Holder Lists.

The Trustee shall preserve in as current a form as is reasonably practicable the most recent list available to it of the names and addresses of all Holders and shall otherwise comply with TIA ss. 312(a). If the Trustee is not the Registrar, the Company shall furnish to the Trustee at least seven Business Days before each interest payment date and at such other times as the

Trustee may request in writing, a list in such form and as of such date as the Trustee may reasonably require of the names and addresses of the Holders of Notes, and the Company shall otherwise comply with TIA ss. 312(a).

Section 2.06. Transfer and Exchange.

(a) Transfer and Exchange of Global Notes. A Global Note may not be transferred as a whole except by the Depositary to a nominee of the Depositary, by a nominee of the Depositary to the Depositary or to another nominee of the Depositary, or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary. All Global Notes will be exchanged by the Company for Definitive Notes if (i) the Company delivers to the Trustee notice from the Depositary that it is unwilling or unable to continue to act as Depositary or that it is no longer a clearing agency registered under the Exchange Act and, in either case, a successor Depositary is not appointed by the Company within 120 days after the date of such notice from the Depositary, (ii) the Company in its sole discretion determines that the Global Notes (in whole but not in part) should be exchanged for Definitive Notes and delivers a written notice to such effect to the Trustee, or (iii) upon request of a Holder if there shall have occurred and be continuing an Event of Default. Upon the occurrence of any of the preceding events in (i), (ii) or (iii) above, Definitive Notes shall be issued in such names as the Depositary shall instruct the Trustee. Global Notes also may be exchanged or replaced, in whole or in part, as provided in Sections 2.07 and 2.10 hereof. Every Note authenticated and delivered in exchange for, or in lieu of, a Global Note or any portion thereof, pursuant to this Section 2.06, or Section 2.07 or 2.10 hereof, shall be authenticated and delivered in the form of, and shall be, a Global Note. A Global Note may not be exchanged for another Note other than as provided in this Section 2.06(a); however, beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.06(b), (c) or (f) hereof.

(b) Transfer and Exchange of Beneficial Interests in the Global Notes. The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depositary, in accordance with the provisions of this Indenture and the Applicable Procedures. Transfers of beneficial interests in the Global Notes also shall require compliance with either subparagraph (i) or (ii) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

- (i) Transfer of Beneficial Interests in the Same Global Note. Beneficial interests in any Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Global Note. No written orders or instructions shall be required to be delivered to the Registrar to effect the transfers described in this Section 2.06(b)(i).
- (ii) All Other Transfers and Exchanges of Beneficial Interests in Global Notes. In connection with all transfers and exchanges of beneficial interests that are not subject to Section 2.06(b)(i) above, the transferor of such beneficial interest must deliver to the Registrar either (A) (1) a written order from a Participant or an Indirect Participant given to the

Depository in accordance with the Applicable Procedures directing the Depository to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase or (B) (1) a written order from a Participant or an Indirect Participant given to the Depository in accordance with the Applicable Procedures directing the Depository to cause to be issued a Definitive Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given by the Depository to the Registrar containing information regarding the Person in whose name such Definitive Note shall be registered to effect the transfer or exchange referred to in (1) above. Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Notes contained in this Indenture and the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of the relevant Global Note(s) pursuant to Section 2.06(g) hereof.

- (iii) Restricted Global Note to Regulation S Global Note. If the owner of a beneficial interest in the Restricted Global Note wishes at any time to transfer such interest to a Person who wishes to acquire the same in the form of a beneficial interest in the Regulation S Global Note, such transfer may be effected only in accordance with the provisions of this clause (iii) and clause (v) below and subject to the Applicable Procedures. Upon receipt by the Trustee, as Registrar, of (A) an order given by the Depository or its authorized representative directing that a beneficial interest in the Regulation S Global Note in a specified principal amount be credited to a specified Participant's account and that a beneficial interest in the Restricted Global Note in an equal principal amount be debited from another specified Participant's account and (B) a Regulation S Certificate, satisfactory to the Trustee and duly executed by the owner of such beneficial interest in the Restricted Global Note or his attorney duly authorized in writing, then the Trustee, as Registrar but subject to clause (v) below, shall reduce the principal amount of the Restricted Global Note and increase the principal amount of the Regulation S Global Note by such specified principal amount.
- (iv) Regulation S Global Note to Restricted Global Note. If the owner of a beneficial interest in the Regulation S Global Note wishes at any time to transfer such interest to a Person who wishes to acquire the same in the form of a beneficial interest in the Restricted Global Note, such transfer may be effected only in accordance with this clause (iv) and subject to the Applicable Procedures. Upon receipt by the Trustee, as Registrar, of (A) an order given by the Depository or its authorized representative directing that a beneficial interest in the Restricted Global Note in a specified

principal amount be credited to a specified Participant's account and that a beneficial interest in the Regulation S Global Note in an equal principal amount be debited from another specified Participant's account and (B) if such transfer is to occur during the Restricted Period, a Restricted Notes Certificate, satisfactory to the Trustee and duly executed by the owner of such beneficial interest in the Regulation S Global Note or his attorney duly authorized in writing, then the Trustee, as Registrar, shall reduce the principal amount of the Regulation S Global Note and increase the principal amount of the Restricted Global Note by such specified principal amount.

- (v) Regulation S Global Note to be Held Through Euroclear or Clearstream during Restricted Period. The Company shall use its best efforts to cause the Depositary to ensure that, until the expiration of the Restricted Period, beneficial interests in the Regulation S Global Note may be held only in or through accounts maintained at the Depositary by Euroclear or Clearstream (or by Participants acting for the account thereof), and no person shall be entitled to effect any transfer or exchange that would result in any such interest being held otherwise than in or through such an account; provided that this clause (v) shall not prohibit any transfer or exchange of such an interest in accordance with clause (iv) above.

(c) Transfer or Exchange of Beneficial Interests for Definitive Notes. If any Holder of a beneficial interest in a Global Note proposes to exchange such beneficial interest for a Definitive Note or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Definitive Note, then, upon satisfaction of the conditions set forth in Sections 2.06(a) and 2.06(b)(ii) hereof, the Trustee shall cause the aggregate principal amount of the applicable Global Note to be reduced accordingly pursuant to Section 2.06(g) hereof, and the Company shall execute and the Trustee shall authenticate and deliver to the Person designated in the instructions a Definitive Note in the appropriate principal amount. Any Definitive Note issued in exchange for a beneficial interest pursuant to this Section 2.06(c) shall bear the legend restricting transfers that is borne by such Global Note and shall be registered in such name or names and in such authorized denomination or denominations as the holder of such beneficial interest shall instruct the Registrar through instructions from the Depositary and the Participant or Indirect Participant.

- (d) [Intentionally omitted]

(e) Transfer and Exchange of Definitive Notes for Definitive Notes. Upon request by a Holder of Definitive Notes and such requesting Holder's presenting or surrendering to the Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in form satisfactory to the Registrar duly executed by such Holder or by its attorney, duly authorized in writing, the Registrar shall register the transfer or exchange of Definitive Notes; provided that, if the Note to be transferred in whole or in part is a Restricted Note, or is a Regulation S Note and the transfer is to occur during the Restricted Period, then the Trustee shall

have received (A) a Restricted Notes Certificate, satisfactory to the Trustee and duly executed by the transferor Holder or his attorney duly authorized in writing, in which case the transferee Holder shall take delivery in the form of a Restricted Note, or (B) a Regulation S Certificate, satisfactory to the Trustee and duly executed by the transferor Holder or his attorney duly authorized in writing, in which case the transferee Holder shall take delivery in the form of a Regulation S Note (subject in every case to Section 2.06(f)).

(f) Legends.

- (i) Global Notes Legends. Each Global Note shall bear a legend in substantially the following form:

"THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS NOTE) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE TRUSTEE MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO SECTION 2.06 OF THE INDENTURE, (II) THIS GLOBAL NOTE MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 2.06(a) OF THE INDENTURE, (III) THIS GLOBAL NOTE MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 2.11 OF THE INDENTURE AND (IV) THIS GLOBAL NOTE MAY BE TRANSFERRED TO A SUCCESSOR DEPOSITARY WITH THE PRIOR WRITTEN CONSENT OF AMERICAN TOWER CORPORATION."

- (ii) Securities Act Legends. Rule 144A Notes and their Successor Notes shall bear a Restricted Notes Legend, and the Regulation S Notes and their Successor Notes shall bear a Regulation S Legend, subject to the following:

- (1) subject to the following sub-clauses of this clause (ii), a Note or any portion thereof which is exchanged, upon transfer or otherwise, for a Global Note or any portion thereof shall bear the Securities Act Legend borne by such Global Note while represented thereby;
- (2) subject to the following sub-clauses of this clause (ii), a new Note which is not a Global Note and is issued in exchange for another Note (including a Global Note) or any portion thereof, upon transfer or otherwise, shall bear the Securities Act Legend borne by such other Note, provided that, if such new Note is required pursuant to Section 2.06(a) to be issued in the form of a Restricted Note, it shall bear a Restricted Note Legend and, if such new Note is so required to be issued in the form of a Regulation S Note, it shall bear a Regulation S Legend;

- (3) Registered Notes shall not bear a Securities Act Legend;
- (4) at any time after the Notes may be freely transferred without registration under the Securities Act or without being subject to transfer restrictions pursuant to the Securities Act, a new Note which does not bear a Securities Act Legend may be issued in exchange for or in lieu of a Note (other than a Global Note) or any portion thereof which bears such a legend if the Trustee has received an Unrestricted Notes Certificate, satisfactory to the Trustee and duly executed by the Holder of such legended Note or his attorney duly authorized in writing, and after such date and receipt of such certificate, the Trustee shall authenticate and deliver such a new Note in exchange for or in lieu of such other Note as provided in this Article 2;
- (5) a new Note which does not bear a Securities Act Legend may be issued in exchange for or in lieu of a Note (other than a Global Note) or any portion thereof which bears such a legend if, in the Company's judgment, placing such a legend upon such new Note is not necessary to ensure compliance with the registration requirements of the Securities Act, and the Trustee, at the written direction of the Company, shall authenticate and deliver such new Note as provided in this Article 2; and
- (6) notwithstanding the foregoing provisions of this clause (ii) of Section 2.06(f), a Successor Note of a Note that does not bear a particular form of Securities Act Legend shall not bear such form of legend unless the Company has reasonable cause to believe that such Successor Note is a "restricted security" within the meaning of Rule 144, in which case the Trustee, at the direction of the Company, shall authenticate and deliver a new Note bearing a Restricted Notes Legend in exchange for such Successor Note as provided in this Article 2.

(g) Cancellation and/or Adjustment of Global Notes. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or retained and canceled by the Trustee in accordance with Section 2.11 hereof. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note, such

other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Trustee or by the Depositary at the direction of the Trustee to reflect such increase.

(h) General Provisions Relating to Transfers and Exchanges.

- (i) To permit registrations of transfers and exchanges, the Company shall execute and the Trustee shall authenticate Global Notes and Definitive Notes upon the Company's order or at the Registrar's request.
- (ii) No service charge shall be made to a holder of a beneficial interest in a Global Note or to a Holder of a Definitive Note for any registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any transfer tax or similar governmental charge payable in connection therewith (other than any such transfer taxes or similar governmental charge payable upon exchange or transfer pursuant to Sections 2.10, 3.06, 3.09, 4.10, 4.14 and 9.05 hereof).
- (iii) The Registrar shall not be required to register the transfer of or exchange any Note selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part.
- (iv) All Global Notes and Definitive Notes issued upon any registration of transfer or exchange of Global Notes or Definitive Notes shall be the valid obligations of the Company, evidencing the same debt, and entitled to the same benefits under this Indenture, as the Global Notes or Definitive Notes surrendered upon such registration of transfer or exchange.
- (v) The Company shall not be required (A) to issue, to register the transfer of or to exchange any Notes during a period beginning at the opening of business 15 days before the day of any selection of Notes for redemption under Section 3.02 hereof and ending at the close of business on the day of selection, (B) to register the transfer of or to exchange any Note so selected for redemption in whole or in part, except the unredeemed portion of any Note being redeemed in part or (C) to register the transfer of or to exchange a Note between a record date and the next succeeding Interest Payment Date.
- (vi) Prior to due presentment for the registration of a transfer of any Note, the Trustee, any Agent and the Company may deem and treat the Person in whose name any Note is registered as the absolute owner of such Note for the purpose of receiving payment of principal of and premium, if any, and interest on such Notes and for all other purposes, and none of the Trustee, any Agent or the Company shall be affected by notice to the contrary.

- (vii) The Trustee shall authenticate Global Notes and Definitive Notes in accordance with the provisions of Section 2.02 hereof.
- (viii) All certifications, certificates and Opinions of Counsel required to be submitted to the Registrar pursuant to this Section 2.06 to effect a registration of transfer or exchange may be submitted by facsimile.

#### Section 2.07. Replacement Notes.

If any mutilated Note is surrendered to the Trustee or the Company and the Trustee receives evidence to its satisfaction of the destruction, loss or theft of any Note, the Company shall issue and the Trustee, upon receipt of an Authentication Order, shall authenticate a replacement Note if the Trustee's requirements are met. If required by the Trustee or the Company, an indemnity bond must be supplied by the Holder that is sufficient in the judgment of the Trustee and the Company to protect the Company, the Trustee, any Agent and any authenticating agent from any loss that any of them may suffer if a Note is replaced. The Company may charge for its expenses in replacing a Note.

Every replacement Note is an additional obligation of the Company and shall be entitled to all of the benefits of this Indenture equally and proportionately with all other Notes duly issued hereunder.

#### Section 2.08. Outstanding Notes.

The Notes outstanding at any time are all the Notes authenticated by the Trustee except for those canceled by it, those delivered to it for cancellation, those reductions in the interest in a Global Note effected by the Trustee in accordance with the provisions hereof, and those described in this Section as not outstanding. Except as set forth in Section 2.09 hereof, a Note does not cease to be outstanding because the Company or an Affiliate of the Company holds the Note; however, Notes held by the Company or a Subsidiary of the Company shall not be deemed to be outstanding for purposes of Section 3.07(b) hereof.

If a Note is replaced pursuant to Section 2.07 hereof, it ceases to be outstanding unless the Trustee receives proof satisfactory to it that the replaced Note is held by a bona fide purchaser.

If the principal amount of any Note is considered paid under Section 4.01 hereof, it ceases to be outstanding and interest on it ceases to accrue.

If the Paying Agent (other than the Company, a Subsidiary or an Affiliate of any thereof) holds, on a redemption date or maturity date, money sufficient to pay Notes payable on that date, then on and after that date such Notes shall be deemed to be no longer outstanding and shall cease to accrue interest.



#### Section 2.09. Treasury Notes.

In determining whether the Holders of the required principal amount of Notes have concurred in any direction, waiver or consent, Notes owned by the Company, or by any Person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company, shall be considered as though not outstanding, except that for the purposes of determining whether the Trustee shall be protected in relying on any such direction, waiver or consent, only Notes that the Trustee knows are so owned shall be so disregarded.

#### Section 2.10. Temporary Notes.

Until certificates representing Notes are ready for delivery, the Company may prepare and the Trustee, upon receipt of an Authentication Order, shall authenticate temporary Notes. Temporary Notes shall be substantially in the form of certificated Notes but may have variations that the Company considers appropriate for temporary Notes and as shall be reasonably acceptable to the Trustee. Without unreasonable delay, the Company shall prepare and the Trustee shall authenticate definitive Notes in exchange for temporary Notes.

Holders of temporary Notes shall be entitled to all of the benefits of this Indenture.

#### Section 2.11. Cancellation.

The Company at any time may deliver Notes to the Trustee for cancellation. The Registrar and Paying Agent shall forward to the Trustee any Notes surrendered to them for registration of transfer, exchange or payment. The Trustee and no one else shall cancel all Notes surrendered for registration of transfer, exchange, payment, replacement or cancellation and shall dispose of such cancelled Notes in its customary manner in accordance with prudent business practices. The Company may not issue new Notes to replace Notes that it has paid or that have been delivered to the Trustee for cancellation except as expressly permitted pursuant to this Indenture.

#### Section 2.12. Defaulted Interest.

If the Company defaults in a payment of interest on the Notes, it shall pay the defaulted interest in any lawful manner, plus, to the extent lawful, interest payable on the defaulted interest, to the Persons who are Holders on a subsequent special record date, in each case at the rate provided in the Notes and in Section 4.01 hereof. The Company shall notify the Trustee in writing of the amount of defaulted interest proposed to be paid on each Note and the date of the proposed payment. The Company shall fix or cause to be fixed each such special record date and payment date, provided that no such special record date shall be less than 10 days prior to the related payment date for such defaulted interest. At least 15 days before the special record date, the Company (or, upon the written request of the Company, the Trustee in the name and at the expense of the Company) shall mail or cause to be mailed to Holders a notice that states the special record date, the related payment date and the amount of such interest to be paid.

### Section 2.13. CUSIP Numbers.

The Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders if the Company uses "CUSIP" numbers in issuing the Notes; provided that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Notes or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Notes, and any such redemption shall not be affected by any defect in or omission of such numbers. The Company will promptly notify the Trustee of any change in the "CUSIP" numbers.

## ARTICLE 3

### REDEMPTION AND PREPAYMENT

#### Section 3.01. Notices to Trustee.

If the Company elects to redeem Notes pursuant to the optional redemption provisions of Section 3.07 hereof, it shall furnish to the Trustee, at least 30 days but not more than 60 days before a redemption date, an Officers' Certificate setting forth (1) the clause of this Indenture pursuant to which the redemption shall occur, (2) the redemption date, (3) the principal amount of Notes to be redeemed and (4) the redemption price (expressed as a percentage of the principal amount).

#### Section 3.02. Selection of Notes to Be Redeemed.

If less than all of the Notes are to be redeemed or purchased in an offer to purchase at any time, the Trustee shall select the Notes to be redeemed as follows:

- (1) if the Notes are listed on any national securities exchange, in compliance with the requirements of the principal national securities exchange, if any, on which the Notes are listed; or
- (2) if the Notes are not listed on any national securities exchange, on a pro rata basis.

No Notes of \$1,000 of principal amount or less will be redeemed in part. Except as provided in the preceding sentence, provisions of this Indenture that apply to Notes called for redemption also apply to portions of Notes called for redemption.

Notes called for redemption become due on the date fixed for redemption.

#### Section 3.03. Notice of Redemption.

Subject to the provisions of Section 3.09 hereof, at least 30 days but not more than 60 days before a redemption date, the Company shall mail or cause to be mailed, by first class mail,

a notice of redemption to each Holder whose Notes are to be redeemed at its registered address. Notices of redemption may not be conditional.

The notice shall identify the Notes to be redeemed and shall state:

- (1) the redemption date;
- (2) the redemption price;
- (3) if any Note is being redeemed in part, the portion of the principal amount of such Note to be redeemed and that, after the redemption date upon surrender of such Note, a new Note or Notes in principal amount equal to the unredeemed portion shall be issued upon cancellation of the original Note;
- (4) the name and address of the Paying Agent;
- (5) that Notes called for redemption must be surrendered to the Paying Agent to collect the redemption price;
- (6) that, unless the Company defaults in making such redemption payment, interest on Notes called for redemption ceases to accrue on and after the redemption date;
- (7) the paragraph of the Notes and/or Section of this Indenture pursuant to which the Notes called for redemption are being redeemed; and
- (8) that no representation is made as to the correctness or accuracy of the CUSIP number, if any, listed in such notice or printed on the Notes.

At the Company's request, the Trustee shall give the notice of redemption in the Company's name and at its expense; provided, however, that the Company shall have delivered to the Trustee, at least 45 days prior to the redemption date, an Officers' Certificate requesting that the Trustee give such notice and setting forth the information to be stated in such notice as provided in the preceding paragraph.

#### Section 3.04. Effect of Notice of Redemption.

Once notice of redemption is mailed in accordance with Section 3.03 hereof, Notes called for redemption become irrevocably due and payable on the redemption date at the redemption price.

Section 3.05. Deposit of Redemption Price.

One Business Day prior to the redemption date, the Company shall deposit with the Trustee or with the Paying Agent money sufficient to pay the redemption price of and accrued interest on all Notes to be redeemed on that date. The Trustee or the Paying Agent shall promptly return to the Company any money deposited with the Trustee or the Paying Agent by the Company in excess of the amounts necessary to pay the redemption price of, and accrued interest on, all Notes to be redeemed.

If the Company complies with the provisions of the preceding paragraph, on and after the redemption date, interest shall cease to accrue on the Notes or the portions of the Notes called for redemption. If a Note is redeemed on or after an interest record date but on or prior to the related interest payment date, then any accrued and unpaid interest shall be paid to the Person in whose name such Note was registered at the close of business on such record date. If any Note called for redemption shall not be so paid upon surrender for redemption because of the failure of the Company to comply with the preceding paragraph, interest shall be paid on the unpaid principal, from the redemption date until such principal is paid, and, to the extent lawful, on any interest not paid on such unpaid principal, in each case at the rate provided in the Notes and in Section 4.01 hereof.

Section 3.06. Notes Redeemed in Part.

Upon surrender of a Note that is redeemed in part, the Company shall issue and, upon the Company's written request, the Trustee shall authenticate for the Holder at the expense of the Company a new Note equal in principal amount to the unredeemed portion of the Note surrendered. If a Global Note is so surrendered, such new Note shall also be a Global Note.

Section 3.07. Optional Redemption.

(a) Except as provided in clauses (b) and (c) of this Section 3.07, the Notes will not be redeemable at the Company's option prior to February 1, 2005. On or after February 1, 2005, the Company may redeem all or a part of the Notes upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest, if any, on the Notes redeemed to the applicable redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the twelve-month period beginning on February 1 of the years indicated below:

Year	Percentage
----	-----
2005.....	104.688 %
2006.....	103.125
2007.....	101.562
2008 and thereafter.....	100.000

(b) Notwithstanding the provisions of clause (a) of this Section 3.07, at any time until February 1, 2004, the Company may on any one or more occasions redeem Notes (including Exchange Notes) representing up to 35% of the aggregate principal amount of the Notes originally issued under the Indenture (excluding any Exchange Notes) at a redemption price equal to 109.375% of the aggregate principal amount of the Notes to be redeemed on the redemption date with the net cash proceeds of one or more Public Equity Offerings and/or Strategic Equity Investments provided that:

- (1) Notes (including Exchange Notes) representing at least 65% of the aggregate principal amount of the Notes originally issued under the Indenture (excluding any Exchange Notes) remain outstanding immediately after the occurrence of such redemption (excluding Notes held by the Company or any of its Subsidiaries); and
- (2) the redemption occurs within 60 days of the date of the closing of such Public Equity Offering or Strategic Equity Investment.

(c) Notwithstanding the provisions of clause (a) of this Section 3.07, at any time prior to February 1, 2005, the Company may redeem all or a part of the Notes upon not less than 30 nor more than 60 days' notice at a redemption price equal to 100% of the principal amount thereof plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, the date of redemption.

(d) Any redemption pursuant to this Section 3.07 shall be made pursuant to the provisions of Section 3.01 through 3.06 hereof.

#### Section 3.08. Mandatory Redemption.

The Company shall not be required to make mandatory redemption or sinking fund payments with respect to the Notes.

#### Section 3.09. Offer to Purchase by Application of Excess Proceeds.

In the event that, pursuant to Section 4.10 hereof, the Company shall be required to commence an offer to all Holders to purchase Notes (an "Asset Sale Offer"), it shall follow the procedures specified below.

The Asset Sale Offer shall remain open for a period of 20 Business Days following its commencement and no longer, except to the extent that a longer period is required by applicable law (the "Offer Period"). No later than five Business Days after the termination of the Offer Period (the "Purchase Date"), the Company shall purchase the aggregate principal amount (or accreted value, as applicable) of Notes and other unsubordinated Indebtedness of the Company required to be purchased pursuant to Section 4.10 hereof (on a pro rata basis if Notes and other unsubordinated Indebtedness of the Company tendered are in excess of the Excess Proceeds) (which maximum amount shall be the "Offer Amount") or, if less than the Offer Amount has been tendered, all Notes and other unsubordinated Indebtedness tendered in response to the Asset

Sale Offer. Payment for any Notes so purchased shall be made in the same manner as interest payments are made.

If the Purchase Date is on or after an interest record date and on or before the related interest payment date, any accrued and unpaid interest shall be paid to the Person in whose name a Note is registered at the close of business on such record date, and no additional interest shall be payable to Holders who tender Notes pursuant to the Asset Sale Offer.

Upon the commencement of an Asset Sale Offer, the Company shall send, by first class mail, a notice to the Trustee and each of the Holders, with a copy to the Trustee. The notice shall contain all instructions and materials necessary to enable such Holders to tender Notes pursuant to the Asset Sale Offer. The Asset Sale Offer shall be made to all Holders. The notice, which shall govern the terms of the Asset Sale Offer, shall state:

- (i) that the Asset Sale Offer is being made pursuant to this Section 3.09 and Section 4.10 hereof and the length of time the Asset Sale Offer shall remain open;
- (ii) the Offer Amount, the purchase price and the Purchase Date;
- (iii) that any Note not tendered or accepted for payment shall continue to accrue interest;
- (iv) that, unless the Company defaults in making such payment, any Note accepted for payment pursuant to the Asset Sale Offer shall cease to accrue interest after the Purchase Date;
- (v) that Holders electing to have a Note purchased pursuant to an Asset Sale Offer may elect to have Notes purchased in integral multiples of \$1,000 only;
- (vi) that Holders electing to have a Note purchased pursuant to any Asset Sale Offer shall be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, or transfer by book-entry transfer, to the Company, a Depositary, if appointed by the Company, or a Paying Agent at the address specified in the notice at least three days before the Purchase Date;
- (vii) that Holders shall be entitled to withdraw their election if the Company, the Depositary or the Paying Agent, as the case may be, receives, not later than the expiration of the Offer Period, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of the Note the Holder delivered for purchase and a statement that such Holder is withdrawing his election to have such Note purchased;

- (viii) that, if the aggregate principal amount (or accreted value, as applicable) of Notes and other unsubordinated Indebtedness of the Company surrendered by Holders exceeds the Offer Amount, the Company shall select the Notes to be purchased on a pro rata basis (with such adjustments as may be deemed appropriate by the Company so that only Notes in denominations of \$1,000, or integral multiples thereof, shall be purchased); and
- (ix) that Holders whose Notes were purchased only in part shall be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered (or transferred by book-entry transfer).

On or before the Purchase Date, the Company shall, to the extent lawful, accept for payment, on a pro rata basis to the extent necessary, the Offer Amount of Notes or portions thereof tendered pursuant to the Asset Sale Offer, or if less than the Offer Amount has been tendered, all Notes and other unsubordinated Indebtedness tendered, and shall deliver to the Trustee an Officers' Certificate stating that the Notes or portions thereof were accepted for payment by the Company in accordance with the terms of this Section 3.09. The Company, the Depositary or the Paying Agent, as the case may be, shall promptly (but in any case not later than five days after the Purchase Date) mail or deliver to each tendering Holder an amount equal to the purchase price of the Notes tendered by such Holder and accepted by the Company for purchase, and the Company shall promptly issue a new Note, and the Trustee, upon written request from the Company shall authenticate and mail or deliver such new Note to such Holder, in a principal amount equal to any unpurchased portion of the Note surrendered. Any Note not so accepted shall be promptly mailed or delivered by the Company to the Holder thereof. The Company shall publicly announce the results of the Asset Sale Offer on the Purchase Date.

Other than as specifically provided in this Section 3.09, any purchase pursuant to this Section 3.09 shall be made pursuant to the provisions of Sections 3.01 through 3.06 hereof.

The provisions under this Indenture relating to the Company's obligation to make an Asset Sale Offer may be waived or modified with the written consent of the Holders of a at least a majority in principal amount of the Notes then outstanding.

#### ARTICLE 4

#### COVENANTS

##### Section 4.01. Payment of Notes.

The Company shall pay or cause to be paid the principal of, premium, if any, and interest on the Notes on the dates and in the manner provided in the Notes. Principal, premium, if any, and interest shall be considered paid on the date due if the Paying Agent, if other than the Company or a Subsidiary thereof, holds as of 10:00 a.m., Eastern Time, on the due date money deposited by the Company in immediately available funds and designated for and sufficient to pay all principal, premium, if any, and interest then due.

The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal at the rate equal to 1% per annum in excess of the then applicable interest rate on the Notes to the extent lawful; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace period) at the same rate to the extent lawful.

#### Section 4.02. Maintenance of Office or Agency.

The Company shall maintain in the Borough of Manhattan, The City of New York, an office or agency (which may be an office of the Trustee or an affiliate of the Trustee, Registrar or co-registrar) where Notes may be surrendered for registration of transfer or for exchange and where notices and demands to or upon the Company in respect of the Notes and this Indenture may be served. The Company shall give prompt written notice to the Trustee of the location, and any change in the location, of such office or agency. If at any time the Company shall fail to maintain any such required office or agency or shall fail to furnish the Trustee with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of the Trustee.

The Company may also from time to time designate one or more other offices or agencies where the Notes may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Company of its obligation to maintain an office or agency in the Borough of Manhattan, The City of New York, for such purposes. The Company shall give prompt written notice to the Trustee of any such designation or rescission and of any change in the location of any such other office or agency.

The Company hereby designates the Corporate Trust Office of the Trustee as one such office or agency of the Company in accordance with Section 2.03 hereof.

#### Section 4.03. Reports.

Whether or not required by the SEC, so long as any Notes are outstanding, the Company shall furnish to the Holders of Notes:

- (1) all quarterly and annual financial information that would be required to be contained in a filing with the SEC on Forms 10-Q and 10-K if the Company were required to file such Forms, including a "Management's Discussion and Analysis of Financial Condition and Results of Operations" that describes the financial condition and results of operations of the Company and its consolidated Subsidiaries (showing in reasonable detail, in the footnotes to the financial statements and in the "Management's Discussion and Analysis of Financial Condition and Results of Operations" (in each case to the extent not prohibited by the SEC's rules and regulations):



- (a) the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company; and
  - (b) the Tower Cash Flow for the most recently completed fiscal quarter and the Adjusted Consolidated Cash Flow and Non-Tower Cash Flow for the most recently completed four-quarter period) and, with respect to the annual information only, a report thereon by the Company's certified independent accountants; and
- (2) all current reports that would be required to be filed with the SEC on Form 8-K if the Company were required to file such reports,

in each case within the time periods specified in the SEC's rules and regulations.

In addition, whether or not required by the rules and regulations of the SEC, the Company shall file a copy of all such information and reports with the SEC for public availability within the time periods specified in the SEC's rules and regulations (unless the SEC will not accept such a filing) and make such information available to securities analysts and prospective investors upon request. The Company shall at all times comply with TIA (S). 314(a).

#### Section 4.04. Compliance Certificate.

- (1) The Company shall deliver to the Trustee, within 90 days after the end of each fiscal year, an Officers' Certificate stating that a review of the activities of the Company and its Subsidiaries during the preceding fiscal year has been made under the supervision of the signing Officers with a view to determining whether the Company has kept, observed, performed and fulfilled its obligations under this Indenture, and further stating, as to each such Officer signing such certificate, that to the best of his or her knowledge the Company has kept, observed, performed and fulfilled each and every covenant contained in this Indenture and is not in default in the performance or observance of any of the terms, provisions and conditions of this Indenture (or, if a Default or Event of Default shall have occurred, describing all such Defaults or Events of Default of which he or she may have knowledge and what action the Company is taking or proposes to take with respect thereto).
- (2) The Company shall, so long as any of the Notes are outstanding, deliver to the Trustee, forthwith upon any Officer becoming aware of any Default or Event of Default, an Officers' Certificate specifying such Default or Event of Default and what action the Company is taking or proposes to take with respect thereto.

#### Section 4.05. Taxes.

The Company shall pay, and shall cause each of its Subsidiaries to pay, prior to delinquency, all material taxes, assessments, and governmental levies except such as are contested in good faith and by appropriate proceedings or where the failure to effect such payment is not adverse in any material respect to the Holders of the Notes.

#### Section 4.06. Stay, Extension and Usury Laws.

The Company covenants (to the extent that it may lawfully do so) that it shall not at any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereafter in force, that may affect the covenants or the performance of this Indenture; and the Company (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law, and covenants that it shall not, by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Trustee, but shall suffer and permit the execution of every such power as though no such law has been enacted.

#### Section 4.07. Restricted Payments.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly:

- (1) declare or pay any dividend or make any other payment or distribution on account of the Company's or any of its Restricted Subsidiaries' Equity Interests (including, without limitation, any payment in connection with any merger or consolidation involving the Company or any of its Restricted Subsidiaries) or to the direct or indirect holders of the Company's or any of its Restricted Subsidiaries' Equity Interests in their capacity as such (other than dividends or distributions payable (i) in Equity Interests (other than Disqualified Stock) of the Company or (ii) to the Company or a Restricted Subsidiary of the Company);
- (2) purchase, redeem or otherwise acquire or retire for value (including without limitation, in connection with any merger or consolidation involving the Company) any Equity Interests of the Company or of any Person of which the Company is a Subsidiary (other than any such Equity Interests owned by the Company or any of its Restricted Subsidiaries);
- (3) make any payment on or with respect to, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness that is subordinated to the Notes, except a payment of interest or principal at Stated Maturity (other than payments to the Company or payments by a Restricted Subsidiary of the Company to the Company or another Restricted Subsidiary of the Company); or

- (4) make any Restricted Investment, (all such payments and other actions restricted by these clauses (1) through (4), being collectively referred to as "Restricted Payments"),

unless, at the time of and after giving effect to such Restricted Payment:

- (1) no Default has occurred and is continuing or would occur as a consequence of the Restricted Payment; and
- (2) the Company would have been permitted to incur at least \$1.00 of additional Indebtedness pursuant to the Debt to Adjusted Consolidated Cash Flow Ratio test set forth in the first paragraph of Section 4.09 hereof; provided that the Company and its Restricted Subsidiaries shall not be required to comply with this clause (2) in order to make any Restricted Investment or to declare or pay any Excepted Verestar Dividend; and
- (3) such Restricted Payment, together with the aggregate amount of all other Restricted Payments made by the Company and its Restricted Subsidiaries after the Issue Date (excluding Restricted Payments permitted by clauses (2), (3) and (4) of the paragraph of exceptions below), is less than the sum, without duplication, of:
- (a) 100% of the Consolidated Cash Flow of the Company for the period (taken as one accounting period) from the beginning of the fiscal quarter during which the Issue Date falls to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, if the Consolidated Cash Flow for such period is a deficit, less 100% of the deficit), less 1.40 times the Consolidated Interest Expense of the Company since the beginning of the fiscal quarter during which the Issue Date falls to the end of the Company's most recently ended fiscal quarter for which internal financial statements are available at the time of such Restricted Payment; plus
- (b) (i) 100% of the aggregate net cash proceeds plus  
(ii) 70% of the aggregate value, as reflected on the Company's balance sheet in accordance with GAAP using purchase accounting, of any Qualified Proceeds, in each case as of the date the Company's Equity Interests were issued, sold or exchanged therefor, received by the Company since the Issue Date as a contribution to its common equity capital or from the issue, sale or exchange of Equity Interests of the Company (other than Disqualified Stock and except to the extent such net cash proceeds are used to support the incurrence of new Indebtedness pursuant to clause (9) of the second paragraph of Section 4.09 hereof) or from the issue or sale

(whether before or after the Issue Date) of Disqualified Stock or debt securities of the Company (including the Convertible Notes) that have been converted after the Issue Date into Equity Interests (other than Equity Interests (or Disqualified Stock or convertible debt securities) sold to or held by a Subsidiary of the Company and other than Disqualified Stock or convertible debt securities that have been converted into Disqualified Stock); plus

- (c) to the extent that any Restricted Investment that was made after the Issue Date is sold for cash or otherwise liquidated or repaid for cash, the lesser of:
  - (A) the cash return of capital with respect to the Restricted Investment (less the cost of disposition, if any), and
  - (B) the initial amount of the Restricted Investment; plus
- (d) to the extent that any Unrestricted Subsidiary of the Company and all of its Subsidiaries are designated as or become Restricted Subsidiaries after the Issue Date, the lesser of:
  - (A) the fair market value of the Company's Investments in such Subsidiaries as of the date they are designated or become Restricted Subsidiaries; or
  - (B) the sum of:
    - (x) except in the case of Verestar and its Subsidiaries becoming Restricted Subsidiaries from Unrestricted Subsidiaries at a time when they have not previously been Restricted Subsidiaries of the Issuer, the fair market value of the Company's Investments in such Subsidiaries as of the date on which such Subsidiaries were most recently designated as Unrestricted Subsidiaries, and
    - (y) the amount of any Investments made in such Subsidiaries subsequent to such designation as Unrestricted Subsidiaries (and treated as Restricted Payments or excluded from clause (3)(b) pursuant to the second proviso of clause (2) of the next paragraph) by the Company or any Restricted Subsidiary; plus
- (e) 100% of any dividends or other distributions received by the Company or a Restricted Subsidiary after the Issue Date from an

Unrestricted Subsidiary of the Company, to the extent that such dividends were not otherwise included in Consolidated Net Income of the Company for such period.

The preceding provisions shall not prohibit:

- (1) the payment of any dividend or the making of any distribution within 60 days after the date of declaration of that dividend or distribution, if at said date of declaration such payment or distribution would have complied with the provisions of this Indenture;
- (2) (a) the making of any Investment (including pursuant to clause (a) or (b) in the first sentence of the definition of Verestar Net Investment) or (b) the redemption, repurchase, retirement, defeasance or other acquisition of any subordinated Indebtedness or Equity Interests of the Company, in the case of (a) or (b), in exchange for, or out of the net cash proceeds (or in the case of an Investment in Verestar or its Subsidiaries, other assets) substantially concurrent sale after the Issue Date (other than to a Subsidiary of the Company) of Equity Interests of the Company (other than any Disqualified Stock); provided that the net cash proceeds (or other assets, as applicable) are not used to incur new Indebtedness pursuant to clause (9) of the second paragraph of Section 4.09 hereof; and provided further that, in each case, the amount of any net cash proceeds (or other assets, as applicable) that are so utilized will be excluded from clause (3)(b) of the preceding paragraph;
- (3) the defeasance, redemption, repurchase or other acquisition of subordinated Indebtedness with the net cash proceeds from an incurrence of Permitted Refinancing Indebtedness;
- (4) the payment of any dividend by a Restricted Subsidiary of the Company to the holders of its Equity Interests on a pro rata basis; or
- (5) the repurchase, redemption or other acquisition or retirement for value of any Equity Interests of the Company or any Restricted Subsidiary of the Company held by any member of the Company's (or any of its Restricted Subsidiaries') management pursuant to any management equity subscription agreement, stockholder agreement, stock option agreement or restricted stock agreement in effect as of the Issue Date; provided that the aggregate price paid for all of the repurchased, redeemed, acquired or retired Equity Interests may not exceed
  - (a) \$500,000 in any twelve-month period, and
  - (b) \$5.0 million in the aggregate since the Issue Date.

The Board of Directors may designate any Restricted Subsidiary to be an Unrestricted Subsidiary if such designation would not cause a Default. For purposes of making such determination, all outstanding Investments by the Company and its Restricted Subsidiaries (except to the extent repaid in cash) in the Subsidiary so designated will be deemed to be Restricted Payments at the time of the designation and will reduce the amount available for Restricted Payments under the first paragraph in this Section 4.07. All of those outstanding Investments will be deemed to constitute Investments in an amount equal to the fair market value of the Investments at the time of such designation. Such designation will only be permitted if the Restricted Payment would be permitted at the time and if the Restricted Subsidiary otherwise meets the definition of an Unrestricted Subsidiary. The Board of Directors may designate any Unrestricted Subsidiary to be a Restricted Subsidiary if the designation would not cause a Default.

The amount of all Restricted Payments (other than cash) will be the fair market value on the date of the Restricted Payment of the assets or securities proposed to be transferred or issued by the Company or the applicable Restricted Subsidiary, as the case may be, pursuant to the Restricted Payment, except as described in the next sentence. In the event the Company declares or pays an Excepted Verestar Dividend, the amount of the Restricted Payment will be the product of (a)(i) the Verestar Net Investment then outstanding that has been made in reliance on clause (10) of the definition of "Permitted Investment", reduced by (ii) the amount of Restricted Payments previously made in reliance on this sentence, and (b) the percentage of the outstanding common stock or similar Capital Stock of Verestar owned by the Company that is the subject of such dividend or distribution. The fair market value of any property, assets or Investments required by this covenant to be valued will be valued by the Board of Directors whose resolution with respect to the determination will be delivered to the Trustee.

#### Section 4.08. Dividend and Other Payment Restrictions Affecting Subsidiaries.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create or otherwise cause or suffer to exist or become effective any encumbrance or restriction on the ability of any Restricted Subsidiary to:

- (1) pay dividends or make any other distributions to the Company or any of its Restricted Subsidiaries on its Capital Stock or with respect to any other interest or participation in, or measured by, its profits;
- (2) pay any Indebtedness owed to the Company or any of its Restricted Subsidiaries;
- (3) make loans or advances to the Company or any of its Restricted Subsidiaries; or
- (4) transfer any of its properties or assets to the Company or any of its Restricted Subsidiaries.

The preceding restrictions shall not apply to encumbrances or restrictions existing under or by reason of:

- (1) Existing Indebtedness as in effect on the Issue Date, and any amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings thereof; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacements or refinancings are no more restrictive, taken as a whole, with respect to such dividend and other payment restrictions than those contained in the applicable series of Existing Indebtedness as in effect on the Issue Date;
- (2) Indebtedness of any Restricted Subsidiary under any Credit Facility that is permitted to be incurred pursuant to Section 4.09 hereof; provided that such Credit Facility and Indebtedness contain only such encumbrances and restrictions on such Restricted Subsidiary's ability to engage in the activities set forth in clauses (1) through (4) of the preceding paragraph as are, at the time such Credit Facility is entered into or amended, modified, restated, renewed, increased, supplemented, refunded, replaced or refinanced, ordinary and customary for a Credit Facility of that type as determined in the good faith judgment of the Board of Directors (and evidenced in a board resolution), which determination shall be conclusively binding;
- (3) encumbrances and restrictions applicable to any Unrestricted Subsidiary, as the same are in effect as of the date on which the Subsidiary becomes a Restricted Subsidiary, and as the same may be amended, modified, restated, renewed, increased, supplemented, refunded, replaced or refinanced; provided that such amendments, modifications, restatements, renewals, increases, supplements, refundings, replacement or refinancings are no more restrictive, taken as a whole, with respect to the dividend and other payment restrictions than those contained in the applicable series of Indebtedness of such Subsidiary as in effect on the date on which such Subsidiary becomes a Restricted Subsidiary;
- (4) any Indebtedness incurred in compliance with Section 4.09 hereof or any agreement pursuant to which such Indebtedness is issued if the encumbrance or restriction applies only in the event of a payment default or default with respect to a financial covenant contained in the Indebtedness or agreement and the encumbrance or restriction is not materially more disadvantageous to the Holders of the Notes than is customary in comparable financings (as determined by the Company) and the Company determines that any such encumbrance or restriction will not materially affect the Company's ability to pay interest or principal on the Notes;

- (5) this Indenture;
- (6) applicable law;
- (7) any instrument governing Indebtedness or Capital Stock of a Person acquired by the Company or any of its Restricted Subsidiaries as in effect at the time that Person is acquired by the Company (except to the extent the Indebtedness was incurred in connection with or in contemplation of the acquisition), which encumbrance or restriction is not applicable to any Person, or the properties or assets of any Person, other than the Person, or the property or assets of the Person, so acquired, and as such instrument may be amended, modified, restated, renewed, increased, supplemented, refunded, replaced or refinanced, provided that, in the case of Indebtedness, the Indebtedness was permitted by the terms hereof to be incurred and, provided further, that any such amendment, modification, restatement, renewal, increase, supplement, refunding, replacement or refinancing is no more restrictive, taken as a whole, with respect to the dividend and other payment restrictions than those contained in the instrument as in effect on the date on which the Person was acquired by the Company;
- (8) customary non-assignment provisions in leases or licenses entered into in the ordinary course of business;
- (9) purchase money obligations for property acquired in the ordinary course of business that impose restrictions of the nature described in clause (3) in the second paragraph of Section 4.09 hereof on the property so acquired;
- (10) any agreement for the sale of a Restricted Subsidiary that restricts that Restricted Subsidiary pending its sale;
- (11) Permitted Refinancing Indebtedness, provided that the restrictions contained in the agreements governing the Permitted Refinancing Indebtedness are no more restrictive, taken as a whole, than those contained in the agreements governing the Indebtedness being refinanced;
- (12) Liens permitted to be incurred pursuant to the provisions of Section 4.12 hereof that limit the right of the debtor to transfer the assets subject to such Liens;
- (13) provisions with respect to the disposition or distribution of assets or property in joint venture agreements and other similar agreements; and
- (14) restrictions on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business.



Section 4.09. Incurrence of Indebtedness and Issuance of Preferred Stock.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, issue, assume, guarantee or otherwise become directly or indirectly liable, contingently or otherwise, with respect to (collectively, "incur") any Indebtedness (including Acquired Debt) and the Company will not issue any Disqualified Stock and will not permit any of its Restricted Subsidiaries to issue any shares of preferred stock; provided that the Company may incur Indebtedness (including Acquired Debt) or issue shares of Disqualified Stock and the Company's Restricted Subsidiaries may incur Indebtedness (including Acquired Debt) or issue preferred stock if, in each case, the Company's Debt to Adjusted Consolidated Cash Flow Ratio at the time of incurrence of the Indebtedness or the issuance of the preferred stock, after giving pro forma effect to such incurrence or issuance as of such date and to the use of proceeds from such incurrence or issuance as if the same had occurred at the beginning of the most recently ended four full fiscal quarter period of the Company for which internal financial statements are available, would have been no greater than 7.5 to 1.

The provisions of the first paragraph of this Section 4.09 shall not prohibit the incurrence of any of the following items of Indebtedness or to the issuance of any of the following items of Disqualified Stock or preferred stock (collectively, "Permitted Debt"):

- (1) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness under the Credit Facilities (including Credit Facilities also constituting Excepted Verestar Debt) since the Issue Date in an aggregate principal amount (with letters of credit being deemed to have a principal amount equal to the maximum potential liability of the Company and its Restricted Subsidiaries thereunder) at any one time outstanding not to exceed the greater of
  - (a) \$2.65 billion less any amount applied to reduce Indebtedness under a Credit Facility pursuant to clause (1) of the third paragraph of Section 4.10, and
  - (b) the sum of
    - (x) product of \$150,000 times the number of Completed Towers on the date of such incurrence; plus
    - (y) the product of \$1,000,000 times the number of Completed Broadcast Towers on the date of such incurrence; provided that the amount of Indebtedness permitted by this clause (y) does not exceed 25% of the cost of acquiring or constructing such Completed Broadcast Towers; plus
    - (z) the product of 6.0 times Non-Tower Cash Flow on the date of such incurrence;

- (2) the incurrence by the Company and its Restricted Subsidiaries of the Existing Indebtedness;
- (3) the incurrence by the Company or any of its Restricted Subsidiaries of Indebtedness since the Issue Date
  - (a) represented by Capital Lease Obligations incurred (i) in connection with the lease or other use of space or time on satellites or (ii) for the purpose of financing all or any part of the purchase price or cost of construction or improvement of property, plant or equipment, in each case used in the Teleports Business of the Company or such Restricted Subsidiary, or
  - (b) represented by Capital Lease Obligations, mortgage financings or purchase money obligations, in each case incurred for the purpose of financing all or any part of the purchase price or cost of construction or improvement of property, plant or equipment used in any business of the Company or such Restricted Subsidiary, in an aggregate principal amount for purposes of this clause (3)(b), including all Permitted Refinancing Indebtedness incurred to refund, refinance or replace any other Indebtedness incurred pursuant to this clause (3)(b), not to exceed \$50.0 million at any one time outstanding;
- (4) the incurrence by the Company or any of its Restricted Subsidiaries of Permitted Refinancing Indebtedness in exchange for, or the net proceeds of which are used to extend, refinance, renew, replace, defease or refund Indebtedness of the Company or any of its Restricted Subsidiaries or Disqualified Stock of the Company (other than intercompany Indebtedness) that was permitted by this Indenture to be incurred under the first paragraph of this Section 4.09 or clause (2) or (3) or this clause (4) of this paragraph;
- (5) the incurrence by the Company or any of its Restricted Subsidiaries of intercompany Indebtedness between or among the Company and any of its Restricted Subsidiaries and the issuance by any Restricted Subsidiary of the Company of shares of preferred stock to the Company or another Restricted Subsidiary of the Company; provided, however, that if the Company is the obligor on such Indebtedness, such Indebtedness is expressly subordinated to the prior payment in full in cash of all obligations with respect to the Notes of such series and that:
  - (a) any subsequent issuance or transfer of Equity Interests that results in any such Indebtedness or preferred stock being held by a Person other than the Company or a Restricted Subsidiary, and

- (b) any sale or other transfer of any such Indebtedness or preferred stock to a Person that is not either the Company or a Restricted Subsidiary,

shall be deemed, in each case, to constitute an incurrence of the Indebtedness by the Company or the Restricted Subsidiary or the issuance of the shares of preferred stock by the Restricted Subsidiary, as the case may be;

- (6) the incurrence by the Company or any of its Restricted Subsidiaries of Hedging Obligations that are incurred for the purpose of fixing or hedging interest rate risk with respect to any floating rate Indebtedness that is permitted by the terms of this Indenture to be outstanding or currency exchange risk;
- (7) the guarantee by the Company or any of its Restricted Subsidiaries of Indebtedness of the Company or a Restricted Subsidiary of the Company that was permitted to be incurred by another provision of this Indenture;
- (8) the incurrence by the Company or any of its Restricted Subsidiaries of Acquired Debt in connection with a merger with or into a Restricted Subsidiary, the acquisition of assets or a new Subsidiary and the incurrence by the Company's Restricted Subsidiaries of Indebtedness as a result of the designation of an Unrestricted Subsidiary as a Restricted Subsidiary; provided that, in the case of any such incurrence of Acquired Debt, such Acquired Debt was incurred by the prior owner of such assets or such Restricted Subsidiary prior to such acquisition by the Company or one of its Restricted Subsidiaries and was not incurred in connection with, or in contemplation of, the acquisition by the Company or one of its Restricted Subsidiaries; and provided further that, in the case of any incurrence pursuant to this clause (8), as a result of such acquisition by the Company or one of its Restricted Subsidiaries, the Company's Debt to Adjusted Consolidated Cash Flow Ratio at the time of incurrence of such Acquired Debt, after giving pro forma effect to such acquisition and incurrence as if the same had occurred at the beginning of the most recently ended four full fiscal quarter period of the Company for which internal financial statements are available, would have been less than the Company's Debt to Adjusted Consolidated Cash Flow Ratio for the same period without giving pro forma effect to such incurrence;
- (9) the incurrence by the Company of Indebtedness or Disqualified Stock not to exceed, at any one time outstanding, the sum of:
  - (i) 2.0 times the aggregate net cash proceeds, plus

- (ii) 1.0 times the fair market value of non-cash proceeds (evidenced by a resolution of the Board of Directors set forth in an Officers' Certificate delivered to the Trustee),

in each case, from the issuance and sale, other than to a Subsidiary, of Equity Interests (other than Disqualified Stock and excluding conversion of the Convertible Notes) of the Company since the Issue Date (less the amount of such proceeds used to make Restricted Payments as provided in clause (3)(b) of the first paragraph or clause (2) of the second paragraph of Section 4.07 hereof);

- (10) the incurrence by the Company or any of its Restricted Subsidiaries since the Issue Date of additional Indebtedness and/or the issuance by the Company of Disqualified Stock in an aggregate principal amount, accreted value or liquidation preference, as applicable, at any time outstanding, not to exceed \$25.0 million; and
- (11) the incurrence by the Company's Restricted Subsidiaries of Excepted Verestar Debt as a result of Verestar's and its Subsidiaries' becoming Restricted Subsidiaries of the Company, but only to the extent such Indebtedness could not have been incurred under any other provision of this Section 4.09.

In addition, the Company shall not:

- (1) incur any Indebtedness that is contractually subordinated in right of payment to any other Indebtedness of the Company unless such Indebtedness is also contractually subordinated in right of payment to the Notes on substantially identical terms; provided, however, that no Indebtedness of the Company will be deemed to be contractually subordinated in right of payment to any other Indebtedness of the Company solely by virtue of being unsecured;
- (2) permit Verestar and its Subsidiaries, at any time when they have Special Verestar Status, to incur any Indebtedness other than Excepted Verestar Debt; and
- (3) permit any of its Unrestricted Subsidiaries (including Verestar and its Subsidiaries at a time when they are Unrestricted Subsidiaries but to not have Special Verestar Status) to incur any Indebtedness other than Non-Recourse Debt or Indebtedness owed to the Company or its Restricted Subsidiaries.

For purposes of determining compliance with this Section 4.09, in the event that an item of Indebtedness meets the criteria of more than one of the categories of Permitted Debt described

in clauses (1) through (11) above or is entitled to be incurred pursuant to the first paragraph of this Section 4.09, the Company shall, except as otherwise provided in clause (11) above, in its sole discretion classify (or later reclassify in whole or in part) such item of Indebtedness in any manner that complies with this Section 4.09. Accrual of interest, accretion or amortization of original issue discount and the payment of interest in the form of additional Indebtedness shall not be deemed to be an incurrence of Indebtedness for purposes of this Section 4.09.

#### Section 4.10. Asset Sales.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, consummate an Asset Sale unless:

- (1) the Company (or the Restricted Subsidiary, as the case may be) receives consideration at the time of the Asset Sale at least equal to the fair market value of the assets or Equity Interests issued or sold or otherwise disposed of;
- (2) fair market value is determined by the Board of Directors and evidenced by a resolution of the Board of Directors set forth in an Officers' Certificate delivered to the Trustee; and
- (3) except in the case of a Tower Asset Exchange, a Surplus Asset Sale, an Excluded International Sale or an Excepted Verestar Sale, at least 75% of the consideration received in such Asset Sale by the Company or such Restricted Subsidiary is in the form of cash or Cash Equivalents.

For purposes of this provision, each of the following shall be deemed to be cash:

- (a) any liabilities, as shown on the Company's or such Restricted Subsidiary's most recent balance sheet, of the Company's or any Restricted Subsidiary (other than contingent liabilities and liabilities that are by their terms subordinated to the Notes or any guarantee of the Notes) that are assumed by the transferee of any assets pursuant to a customary novation agreement that releases the Company or the Restricted Subsidiary from further liability; and
- (b) any securities, notes or other obligations received by the Company or any Restricted Subsidiary from the transferee that are converted by the Company or the Restricted Subsidiary into cash within 20 days of the applicable Asset Sale, to the extent of the cash received in that conversion.

Within 365 days after the receipt of any Net Proceeds from an Asset Sale by the Company or a Restricted Subsidiary of the Company, the Company or the Restricted Subsidiary may apply those Net Proceeds to:

- (1) reduce Indebtedness under a Credit Facility;

- (2) reduce other Indebtedness of any of the Restricted Subsidiaries;
- (3) acquire assets other than Voting Stock;
- (4) acquire Voting Stock or other Equity Interests of a Person that is not a Subsidiary of the Company; provided that, after giving effect to the acquisition, such Person becomes a Subsidiary of the Company or its Restricted Subsidiary; or
- (5) make a capital expenditure.

Pending the final application of any Net Proceeds, the Company may temporarily reduce revolving credit borrowings or otherwise invest the Net Proceeds in any manner that is not prohibited by this Indenture.

Any Net Proceeds from Asset Sales that are not applied or invested as provided in the preceding paragraph shall be deemed to constitute "Excess Proceeds". When the aggregate amount of Excess Proceeds exceeds \$10.0 million, the Company shall make an Asset Sale Offer to all Holders of Notes, and all holders of other unsubordinated Indebtedness of the Company containing provisions similar to those set forth in this Indenture with respect to offers to purchase or redeem with the proceeds of sales of assets, to purchase the maximum principal amount of Notes and such other unsubordinated Indebtedness of the Company that may be purchased out of the Excess Proceeds. The offer price in any Asset Sale Offer will be payable in cash and will be 100% of the principal amount of the Notes, plus accrued and unpaid interest to the date of purchase, if any. In the case of any other unsubordinated Indebtedness, the offer price shall be 100% of the principal amount (or accreted value, as applicable) of the Indebtedness plus accrued and unpaid interest thereon, if any, to the date of purchase. Each Asset Sale Offer shall be made in accordance with the procedures set forth herein and the other unsubordinated Indebtedness of the Company. If any Excess Proceeds remain after consummation of an Asset Sale Offer, the Company may use the remaining Excess Proceeds for any purpose not otherwise prohibited by this Indenture. If the aggregate principal amount, as applicable, of Notes and the other senior Indebtedness of the Company tendered into the Asset Sale Offer exceeds the amount of Excess Proceeds, the Trustee shall select the Notes and such other unsubordinated Indebtedness to be purchased on a pro rata basis. Upon completion of the Asset Sale Offer, the amount of Excess Proceeds shall be reset at zero.

The provisions under this Indenture relating to the Company's obligation to make an offer to repurchase the Notes as a result of an Asset Sale may be waived or modified with the written consent of the Holders of at least a majority in principal amount of the Notes then outstanding.

#### Section 4.11. Transactions with Affiliates.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, make any payment to, or sell, lease, transfer or otherwise dispose of any of its properties or assets to, or purchase any property or assets from, or enter into or make or amend any transaction, contract,

agreement, understanding, loan, advance or guarantee with, or for the benefit of, any Affiliate (each of the foregoing, an "Affiliate Transaction"), unless:

- (1) such Affiliate Transaction is on terms that, in the aggregate, are no less favorable to the Company or the relevant Restricted Subsidiary than those that would have been obtained in a comparable transaction by the Company or such Restricted Subsidiary with an unrelated Person; and
- (2) the Company delivers to the Trustee:
  - (a) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$5.0 million, an Officers' Certificate certifying that the Affiliate Transaction complies with clause (1) above;
  - (b) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving aggregate consideration in excess of \$10.0 million, a resolution of the Board of Directors set forth in an Officers' Certificate certifying that the Affiliate Transaction complies with clause (1) above and that the Affiliate Transaction has been approved by a majority of the members of the full Board of Directors (not only a committee thereof) having no personal stake in such Affiliate Transaction (or, if there are no such members, by all of the members of the full Board of Directors and by the procedure described in clause (c) below);
  - (c) with respect to any Affiliate Transaction or series of related Affiliate Transactions involving an aggregate consideration in excess of \$25.0 million, other than a Permitted Investment, an opinion to the Holders of the Notes as to the fairness of the Affiliate Transaction from a financial point of view issued by an accounting, appraisal or investment banking firm of national standing.

Notwithstanding the foregoing, the following items shall not be deemed Affiliate Transactions:

- (1) any employment arrangements with any executive officer of the Company or a Restricted Subsidiary that is entered into by the Company or any of its Restricted Subsidiaries in the ordinary course of business and substantially consistent with compensation arrangements of similarly situated executive officers at comparable companies engaged in Permitted Businesses;
- (2) transactions between or among the Company and/or its Restricted Subsidiaries;

- (3) payment of directors' fees (in cash or other property) in an aggregate annual amount per Person that is substantially consistent with directors' fees at comparable companies engaged in Permitted Businesses;
- (4) Restricted Payments that are permitted under Section 4.07 hereof;
- (5) the issuance or sale of Equity Interests (other than Disqualified Stock) of the Company; and
- (6) transactions pursuant to the Tax Sharing Agreement.

#### Section 4.12. Liens.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, directly or indirectly, create, incur, assume or suffer to exist any Lien securing Indebtedness or trade payables on any asset now owned or hereafter acquired, or any income or profits therefrom or assign or convey as security any right to receive income therefrom, except Permitted Liens.

#### Section 4.13. Corporate Existence.

Subject to Article 5 hereof, the Company shall do or cause to be done all things necessary to preserve and keep in full force and effect:

- (1) its corporate existence, and the corporate, partnership or other existence of each of its Subsidiaries, in accordance with the respective organizational documents (as the same may be amended from time to time) of the Company or any such Subsidiary and
- (2) the rights (charter and statutory), licenses and franchises of the Company and its Subsidiaries;

provided, however, that the Company shall not be required to preserve any such right, license or franchise, or the corporate, partnership or other existence of any of its Subsidiaries, if the Board of Directors shall determine that the preservation thereof is no longer desirable in the conduct of the business of the Company and its Subsidiaries, taken as a whole, and that the loss thereof is not adverse in any material respect to the Holders of the Notes.

#### Section 4.14. Offer to Repurchase Upon Change of Control.

If a Change of Control occurs, the Company shall make an offer (a "Change of Control Offer") to each Holder to repurchase all or any part (equal to \$1,000 or an integral multiple thereof) of each Holder's Notes at a purchase price, in cash, equal to 101% of the aggregate principal amount of the Notes repurchased, plus accrued and unpaid interest thereon, if any, (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date), to the date of purchase (the "Change of Control Payment").



Within 30 days following any Change of Control, the Company shall mail a notice to each Holder describing the transaction or transactions that constitute a Change of Control and stating:

- (1) that the Change of Control Offer is being made pursuant to this covenant and that all Notes tendered will be accepted for payment;
- (2) the purchase price and the purchase date, which shall be no earlier than 30 days and no later than 60 days from the date such notice is mailed (the "Change of Control Payment Date");
- (3) that any Note not tendered will continue to accrue interest;
- (4) that, unless the Company defaults in the payment of the Change of Control Payment, all Notes accepted for payment pursuant to the Change of Control Offer shall cease to accrue interest after the Change of Control Payment Date;
- (5) that Holders electing to have any Notes purchased pursuant to a Change of Control Offer will be required to surrender the Notes, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Notes completed, to the Paying Agent at the address specified in the notice prior to the close of business on the third Business Day preceding the Change of Control Payment Date;
- (6) that Holders will be entitled to withdraw their election if the Paying Agent receives, not later than the close of business on the second Business Day preceding the Change of Control Payment Date, a telegram, telex, facsimile transmission or letter setting forth the name of the Holder, the principal amount of Notes delivered for purchase, and a statement that such Holder is withdrawing his election to have the Notes purchased;
- (7) that Holders whose Notes are being purchased only in part will be issued new Notes equal in principal amount to the unpurchased portion of the Notes surrendered, which unpurchased portion must be equal to \$1,000 in principal amount or an integral multiple thereof; and
- (8) that Holders electing to have a Note purchased pursuant to a Change of Control Offer may elect to have Notes purchased in integral multiples of \$1,000 only.

On the Change of Control Payment Date, the Company shall, to the extent lawful,

- (1) accept for payment all Notes or portions of the Notes properly tendered pursuant to the Change of Control Offer;

- (2) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of the Notes so tendered; and
- (3) deliver or cause to be delivered to the Trustee the Notes so accepted together with an Officers' Certificate stating the aggregate principal amount of Notes or portions thereof being purchased by the Company.

The Paying Agent shall promptly mail to each Holder of Notes properly tendered payment in an amount equal to the Change of Control Payment with respect to the purchased Notes, and the Trustee shall promptly authenticate and mail (or cause to be transferred by book entry) to each Holder a new Note equal in principal amount to any unpurchased portion of the Notes surrendered by such Holder, if any; provided, however, that each such new Note shall be in a principal amount of \$1,000 or an integral multiple thereof. The Company shall publicly announce the results of the Change of Control Offer on or as soon as practicable after the Change of Control Payment Date.

The Change of Control provisions described above shall be applicable whether or not any other provisions of this Indenture are applicable. The Company shall comply with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations to the extent those laws and regulations are applicable to any Change of Control Offer. If the provisions of any of the applicable securities laws or securities regulations conflict with the provisions of this Section 4.14, the Company shall comply with the applicable securities laws and regulations and shall not be deemed to have breached its obligations under this Section 4.14 by virtue of the compliance.

The Company shall not be required to make a Change of Control Offer upon a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Indenture applicable to a Change of Control Offer made by the Company and purchases all Notes properly tendered and not withdrawn under such Change of Control Offer. The provisions under this Indenture relating to the Company's obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified with the written consent of the Holders of at least a majority in principal amount of the Notes then outstanding.

#### Section 4.15. Sale and Leaseback Transactions.

The Company shall not, and shall not permit any of its Restricted Subsidiaries to, enter into any sale and leaseback transaction; provided, however, that the Company or any of its Restricted Subsidiaries may enter into a sale and leaseback transaction if:

- (1) the Company or such Restricted Subsidiary, as applicable, could have:
  - (a) incurred Indebtedness in an amount equal to the Attributable Debt relating to such sale and leaseback transaction pursuant to the Debt

to Adjusted Consolidated Cash Flow Ratio test set forth in the first paragraph of Section 4.09 hereof; or

- (b) incurred a Lien to secure such Indebtedness pursuant to the provisions of Section 4.12 hereof;
- (2) the gross cash proceeds of such sale and leaseback transaction are at least equal to the fair market value (as determined in good faith by the Board of Directors) of the property that is the subject of the sale and leaseback transaction; and
- (3) the transfer of assets in the sale and leaseback transaction is permitted by, and the Company applies the proceeds of such transaction in compliance with, Section 4.10 hereof.

Section 4.16. Limitation on Issuances and Sales of Capital Stock of Restricted Subsidiaries.

The Company:

- (1) shall not, and shall not permit any of its Restricted Subsidiaries to, transfer, convey, sell, lease or otherwise dispose of any Equity Interests in any Restricted Subsidiary of the Company to any Person (other than the Company or a Wholly Owned Restricted Subsidiary of the Company); and
- (2) shall not permit any of its Restricted Subsidiaries to issue any of its Equity Interests (other than, if necessary, shares of its Capital Stock constituting directors' qualifying shares) to any Person other than to the Company or a Wholly Owned Restricted Subsidiary of the Company,

unless, in each such case:

- (a) as a result of such transfer, conveyance, sale, lease or other disposition or issuance, such Restricted Subsidiary no longer constitutes a Subsidiary; and
- (b) the cash Net Proceeds from such transfer, conveyance, sale, lease or other disposition or issuance are applied in accordance with Section 4.10 hereof.

Notwithstanding the foregoing, the issuance or sale of shares of Capital Stock of any Restricted Subsidiary of the Company will not violate the provisions of the immediately preceding sentence if such shares are issued or sold in connection with

- (w) an Excepted Verestar Sale or an Excluded International Sale,

- (x) the formation or capitalization of a Restricted Subsidiary,
- (y) a single transaction or a series of substantially contemporaneous transactions whereby such Restricted Subsidiary becomes a Restricted Subsidiary of the Company by reason of the acquisition of securities or assets from another Person, or
- (z) the issuance by a Restricted Subsidiary of the Company of Capital Stock to the holders of its Capital Stock pursuant to pre-emptive or similar rights (i) under applicable law or regulation, (ii) contained in the instrument governing such Capital Stock or (iii) pursuant to an agreement entered into in connection with a transaction exempted pursuant to clauses (x) or (y) above.

Section 4.17. Limitation on Issuances of Guarantees of Indebtedness.

The Company shall not permit any Restricted Subsidiary, directly or indirectly, to Guarantee or pledge any assets to secure the payment of any other Indebtedness of the Company (other than Indebtedness relating to a Credit Facility) unless such Subsidiary simultaneously executes and delivers a supplemental indenture to this Indenture governing the Notes providing for the Guarantee of the payment of the Notes by such Subsidiary (a "Note Guarantee"), which Note Guarantee shall be senior to or pari passu with such Subsidiary's Guarantee of or pledge to secure such other Indebtedness. Notwithstanding the foregoing, any Note Guarantee by a Subsidiary shall provide by its terms that it shall be automatically and unconditionally released and discharged upon any sale, exchange or transfer, to any Person other than a Subsidiary of the Company, of all of the Company's stock in, or all or substantially all the assets of, such Subsidiary, which sale, exchange or transfer is made in compliance with the applicable provisions of this Indenture. The form of such Note Guarantee is attached as Exhibit C hereto.

Section 4.18. Covenant Suspension.

During any period of time that:

- (a) the Notes have Investment Grade Ratings from both Rating Agencies and
- (b) no Default or Event of Default has occurred and is continuing under the Indenture,

the Company and the Restricted Subsidiaries will not be subject to the following Sections of the Indenture: Section 3.09, Section 4.07, Section 4.08, Section 4.09, Section 4.10, Section 4.16, Section 4.17, clause (1)(a) of Section 4.15, clause (1) of the proviso to the last paragraph of the definition of "Unrestricted Subsidiary" in Section 1.01, and clause (2)(d) of Section 5.01 (collectively, the "Suspended Covenants"). In the event that the Company and its Restricted Subsidiaries are not subject to the Suspended Covenants for any period of time as a result of the preceding sentence and, subsequently, one or both of the Rating Agencies withdraws its rating or downgrades the rating assigned to the Notes below the required Investment Grade Rating or a

Default or Event of Default occurs and is continuing, then the Company and its Restricted Subsidiaries will thereafter again be subject to the Suspended Covenants for all periods during the continuance of that withdrawal, downgrade, Default or Event of Default and, furthermore, compliance with the provisions of Section 4.07 with respect to Restricted Payments made after the time of the withdrawal, downgrade, Default or Event of Default will be calculated in accordance with the terms of that covenant as though that covenant had been in effect during the entire period of time from the Issue Date, provided, however, that there will not be deemed to have occurred a Default or Event of Default with respect to the Suspended Covenants during the time that the Company and its Restricted Subsidiaries were not subject to the Suspended Covenants (or after that time based solely on events that occurred during that time).

#### ARTICLE 5

#### SUCCESSORS

##### Section 5.01. Merger, Consolidation, or Sale of Assets.

The Company shall not:

- (1) consolidate or merge with or into (whether or not the Company is the surviving corporation); or
- (2) sell, assign, transfer, lease, convey or otherwise dispose of all or substantially all of its properties or assets in one or more related transactions, to another corporation, Person or entity, unless:
  - (a) either (A) the Company is the surviving corporation; or (B) the entity or the Person formed by or surviving any such consolidation or merger (if other than the Company) or to which the sale, assignment, transfer, lease, conveyance or other disposition shall have been made is a corporation organized or existing under the laws of the United States, any state thereof or the District of Columbia;
  - (b) the entity or Person formed by or surviving any such consolidation or merger (if other than the Company) or the entity or Person to which the sale, assignment, transfer, lease, conveyance or other disposition shall have been made assumes all the Obligations of the Company under the Notes and this Indenture pursuant to a supplemental indenture in a form reasonably satisfactory to the Trustee;
  - (c) immediately after such transaction no Default exists; and
  - (d) except in the case of (A) a merger of the Company with or into a Wholly Owned Restricted Subsidiary of the Company and (B) a

merger entered into solely for the purpose of reincorporating the Company in another jurisdiction:

- (x) in the case of a merger or consolidation in which the Company is the surviving corporation, the Company, at the time of the transaction, after giving pro forma effect to the transaction as of such date for balance sheet purposes and as if the transaction had occurred at the beginning of the most recently ended four full fiscal quarter period of the Company for which internal financial statements are available for income statement purposes, (i) would have been permitted to incur at least \$1.00 of additional Indebtedness pursuant to the first paragraph of Section 4.09 hereof or (ii) would have had a Debt to Adjusted Cash Flow Ratio that was not greater than the Company's Debt to Adjusted Consolidated Cash Flow Ratio for the same period without giving pro forma effect to such transaction, or
- (y) in the case of any other such transaction, the entity or Person formed by or surviving any such consolidation or merger (if other than the Company), or to which the sale, assignment, transfer, lease, conveyance or other disposition shall have been made, at the time of the transaction, after giving pro forma effect to the transaction as of such date for balance sheet purposes and as if such transaction had occurred at the beginning of the most recently ended four full fiscal quarter period of such entity or Person for which internal financial statements are available for income statement purposes, (i) would have been permitted to incur at least \$1.00 of additional Indebtedness pursuant to the first paragraph of Section 4.09 hereof or (ii) would have had a Debt to Adjusted Consolidated Cash Flow Ratio that was not greater than the Company's Debt to Adjusted Consolidated Cash Flow Ratio for the same period without giving pro forma effect to such transaction; provided, however, that for purposes of determining the amount of Indebtedness permitted to be incurred or the Debt to Adjusted Consolidated Cash Flow Ratio of any entity or Person for purposes of this clause (y) the entity or Person will be substituted for the Company in Section 4.09 hereof and in the definition of Debt to Adjusted Consolidated Cash Flow Ratio and the defined terms included therein under Section 1.01 hereof.

## Section 5.02. Successor Corporation Substituted.

Upon any consolidation or merger, or any sale, assignment, transfer, lease, conveyance or other disposition of all or substantially all of the assets of the Company in accordance with Section 5.01 hereof, the successor corporation formed by such consolidation or into or with which the Company is merged or to which such sale, assignment, transfer, lease, conveyance or other disposition is made shall succeed to, and be substituted for (so that from and after the date of such consolidation, merger, sale, lease, conveyance or other disposition, the provisions of this Indenture referring to the "Company" shall refer instead to the successor corporation and not to the Company), and may exercise every right and power of the Company under this Indenture with the same effect as if such successor Person had been named as the Company herein; provided, however, that the predecessor Company shall not be relieved from the obligation to pay the principal of and interest on the Notes except in the case of a sale of all of the Company's assets that meets the requirements of Section 5.01 hereof.

## ARTICLE 6

### DEFAULTS AND REMEDIES

#### Section 6.01. Events of Default.

Each of the following constitutes an Event of Default:

- (1) default for 30 days in the payment when due of interest on the Notes;
- (2) default in payment when due of the principal of or premium, if any, on the Notes;
- (3) failure by the Company or any of its Subsidiaries to comply with the provisions described under Article 5 hereof or failure by the Company to consummate a Change of Control Offer or Asset Sale Offer in accordance with the provisions of this Indenture;
- (4) failure by the Company or any of its Subsidiaries for 30 days after notice by the Trustee or the Holders of at least 25% in aggregate principal amount of the Notes then outstanding, to comply with any of its other agreements in this Indenture or the Notes;
- (5) default under any mortgage, indenture or instrument under which there may be issued or by which there may be secured or evidenced any Indebtedness for money borrowed by the Company or any of its Significant Subsidiaries (or the payment of which is Guaranteed by the Company or any of its Significant Subsidiaries) whether such Indebtedness or Guarantee now exists, or is created after the date of this Indenture, which default:

- (a) is caused by a failure to pay principal of or premium, if any, or interest on the Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of the default (a "Payment Default"); or
  - (b) results in the acceleration of the Indebtedness prior to its express maturity
- and, in each case referred to in clause (a) and (b) above, the principal amount of any such Indebtedness, together with the principal amount of any other such Indebtedness under which there has been a Payment Default or the maturity of which has been so accelerated, aggregates \$20.0 million or more;
- (6) failure by the Company or any of its Significant Subsidiaries to pay final judgments aggregating in excess of \$20.0 million, which judgments are not paid, discharged or stayed for a period of 60 days; or
  - (7) the Company or any of its Significant Subsidiaries pursuant to or within the meaning of Bankruptcy Law:
    - (a) commences a voluntary case,
    - (b) consents to the entry of an order for relief against it in an involuntary case,
    - (c) consents to the appointment of a custodian of it or for all or substantially all of its property,
    - (d) makes a general assignment for the benefit of its creditors, or
    - (e) generally is not paying its debts as they become due; or
  - (8) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that:
    - (a) is for relief against the Company or any of its Significant Subsidiaries in an involuntary case;
    - (b) appoints a custodian of the Company or any of its Significant Subsidiaries or for all or substantially all of the property of the Company or any of its Significant Subsidiaries; or
    - (c) orders the liquidation of the Company or any of its Significant Subsidiaries;



and the order or decree remains unstayed and in effect for 60 consecutive days.

#### Section 6.02. Acceleration.

If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare all the Notes to be due and payable immediately. Upon any such declaration, the principal of, and accrued and unpaid interest if any, on such Notes shall become due and payable immediately. Notwithstanding the foregoing, if an Event of Default specified in clause (7) or (8) of Section 6.01 hereof occurs with respect to the Company or any of its Significant Subsidiaries, all outstanding Notes shall be due and payable immediately without further action or notice. The Holders of a majority in aggregate principal amount of the then outstanding Notes by written notice to the Trustee may on behalf of all of the Holders rescind an acceleration and its consequences if the rescission would not conflict with any judgment or decree and if all existing Events of Default (except nonpayment of principal, interest or premium that has become due solely because of the acceleration) have been cured or waived.

#### Section 6.03. Other Remedies.

If an Event of Default occurs and is continuing, the Trustee may pursue any available remedy to collect the payment of principal of, premium, if any, and interest on the Notes or to enforce the performance of any provision of the Notes or this Indenture.

The Trustee may maintain a proceeding even if it does not possess any of the Notes or does not produce any of them in the proceeding. A delay or omission by the Trustee or any Holder of a Note in exercising any right or remedy accruing upon an Event of Default shall not impair the right or remedy or constitute a waiver of or acquiescence in the Event of Default. All remedies are cumulative to the extent permitted by law.

#### Section 6.04. Waiver of Past Defaults.

Holders of not less than a majority in aggregate principal amount of the then outstanding Notes by notice to the Trustee may on behalf of the Holders of all of the Notes waive an existing Default or Event of Default and its consequences hereunder, except a continuing Default or Event of Default in the payment of the principal of, premium, if any, or interest on, the Notes (including in connection with an offer to purchase) (provided, however, that the Holders of a majority in aggregate principal amount of the then outstanding Notes may rescind an acceleration and its consequences, including any related payment default that resulted from such acceleration). Upon any such waiver, such Default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon.

Section 6.05. Control by Majority.

Holders of a majority in principal amount of the then outstanding Notes may direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee or exercising any trust or power conferred on it. However, the Trustee may refuse to follow any direction that conflicts with law or this Indenture, that the Trustee determines may be unduly prejudicial to the rights of other Holders of Notes or that may involve the Trustee in personal liability.

Section 6.06. Limitation on Suits.

A Holder of a Note may pursue a remedy with respect to this Indenture or the Notes only if:

- (1) the Holder of a Note gives to the Trustee written notice of a continuing Event of Default;
- (2) the Holders of at least 25% in principal amount of the then outstanding Notes make a written request to the Trustee to pursue the remedy;
- (3) such Holder of a Note or Holders of Notes offer and, if requested, provide to the Trustee indemnity satisfactory to the Trustee against any loss, liability or expense;
- (4) the Trustee does not comply with the request within 60 days after receipt of the request and the offer and, if requested, the provision of indemnity; and
- (5) during such 60-day period the Holders of a majority in principal amount of the then outstanding Notes do not give the Trustee a direction inconsistent with the request.

A Holder of a Note may not use this Indenture to prejudice the rights of another Holder of a Note or to obtain a preference or priority over another Holder of a Note.

Section 6.07. Rights of Holders of Notes to Receive Payment.

Notwithstanding any other provision of this Indenture, the right of any Holder of a Note to receive payment of principal of, premium, if any, and interest on the Note, on or after the respective due dates expressed in the Note (including in connection with an offer to purchase), or to bring suit for the enforcement of any such payment on or after such respective dates, shall not be impaired or affected without the consent of such Holder.

Section 6.08. Collection Suit by Trustee.

If an Event of Default specified in Section 6.01(a) or (b) occurs and is continuing, the Trustee is authorized to recover judgment in its own name and as trustee of an express trust against the Company for the whole amount of principal of, premium, if any, and interest remaining unpaid on the Notes and interest on overdue principal and, to the extent lawful, interest and such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel.

Section 6.09. Trustee May File Proofs of Claim.

The Trustee is authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and the Holders of the Notes allowed in any judicial proceedings relative to the Company (or any other obligor upon the Notes), its creditors or its property and shall be entitled and empowered to collect, receive and distribute any money or other property payable or deliverable on any such claims and any custodian in any such judicial proceeding is hereby authorized by each Holder to make such payments to the Trustee, and in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof. To the extent that the payment of any such compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Section 7.07 hereof out of the estate in any such proceeding, shall be denied for any reason, payment of the same shall be secured by a Lien on, and shall be paid out of, any and all distributions, dividends, money, securities and other properties that the Holders may be entitled to receive in such proceeding whether in liquidation or under any plan of reorganization or arrangement or otherwise. Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Holder, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

Section 6.10. Priorities.

If the Trustee collects any money pursuant to this Article, it shall pay out the money in the following order:

First: to the Trustee, its agents and attorneys for amounts due under Section 7.07 hereof, including payment of all compensation, expense and liabilities incurred, and all advances made, by the Trustee and the costs and expenses of collection;

Second: to Holders of Notes for amounts due and unpaid on the Notes for principal, premium, if any, and interest, ratably, without preference or priority of any kind,

according to the amounts due and payable on the Notes for principal, premium, if any and interest, respectively; and

Third: to the Company or to such party as a court of competent jurisdiction shall direct.

The Trustee may fix a record date and payment date for any payment to Holders of Notes pursuant to this Section 6.10.

#### Section 6.11. Undertaking for Costs.

In any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as a Trustee, a court in its discretion may require the filing by any party litigant in the suit of an undertaking to pay the costs of the suit, and the court in its discretion may assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in the suit, having due regard to the merits and good faith of the claims or defenses made by the party litigant. This Section does not apply to a suit by the Trustee, a suit by a Holder of a Note pursuant to Section 6.07 hereof, or a suit by Holders of more than 10% in principal amount of the then outstanding Notes.

### ARTICLE 7

#### TRUSTEE

##### Section 7.01. Duties of Trustee.

(a) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) Except during the continuance of an Event of Default:

- (i) the duties of the Trustee shall be determined solely by the express provisions of this Indenture and the Trustee need perform only those duties that are specifically set forth in this Indenture and no others, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and
- (ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture. However, the Trustee shall examine the certificates and opinions required to be furnished to the Trustee hereunder to determine whether or not they conform to the requirements of this Indenture.

(c) The Trustee may not be relieved from liabilities for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

- (i) this paragraph does not limit the effect of paragraph (b) of this Section;
- (ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it is proved that the Trustee was negligent in ascertaining the pertinent facts; and
- (iii) the Trustee shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it pursuant to Section 6.05 hereof.

(d) Whether or not therein expressly so provided, every provision of this Indenture that in any way relates to the Trustee is subject to paragraphs (a), (b), and (c) of this Section.

(e) No provision of this Indenture shall require the Trustee to expend or risk its own funds or incur any liability. The Trustee shall be under no obligation to exercise any of its rights and powers under this Indenture at the request of any Holders, unless such Holder shall have offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense.

(f) The Trustee shall not be liable for interest on any money received by it except as the Trustee may agree in writing with the Company. Money held in trust by the Trustee need not be segregated from other funds except to the extent required by law.

#### Section 7.02. Rights of Trustee.

(a) The Trustee may conclusively rely upon any document (whether in its original or facsimile form) believed by it to be genuine and to have been signed or presented by the proper Person. The Trustee need not investigate any fact or matter stated in the document.

(b) Before the Trustee acts or refrains from acting, it may require an Officers' Certificate or an Opinion of Counsel or both. The Trustee shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate or Opinion of Counsel. The Trustee may consult with counsel of its own selection and the written and oral advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(c) The Trustee may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any agent appointed with due care.

(d) The Trustee shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Indenture.

(e) Unless otherwise specifically provided in this Indenture, any demand, request, direction or notice from the Company shall be sufficient if signed by an Officer of the Company.

(f) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders unless such Holders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

#### Section 7.03. Individual Rights of Trustee.

The Trustee in its individual or any other capacity may become the owner or pledgee of Notes and may otherwise deal with the Company or any Affiliate of the Company with the same rights it would have if it were not Trustee. However, in the event that the Trustee acquires any conflicting interest it must eliminate such conflict within 90 days, apply to the SEC for permission to continue as trustee or resign. Any Agent may do the same with like rights and duties. The Trustee is also subject to Sections 7.10 and 7.11 hereof.

#### Section 7.04. Trustee's Disclaimer.

The Trustee shall not be responsible for and makes no representation as to the validity or adequacy of this Indenture or the Notes, it shall not be accountable for the Company's use of the proceeds from the Notes or any money paid to the Company or upon the Company's direction under any provision of this Indenture, it shall not be responsible for the use or application of any money received by any Paying Agent other than the Trustee, and it shall not be responsible for any statement or recital herein or any statement in the Notes or any other document in connection with the sale of the Notes or pursuant to this Indenture other than its certificate of authentication.

#### Section 7.05. Notice of Defaults.

If a Default or Event of Default occurs and is continuing and if it is actually known to a Responsible Officer of the Trustee, the Trustee shall mail to Holders of Notes a notice of the Default or Event of Default within 90 days after it occurs. Except in the case of a Default or Event of Default in payment of principal of, premium, if any, or interest on any Note, the Trustee may withhold the notice if and so long as a committee of its Responsible Officers in good faith determines that withholding the notice is in the interests of the Holders of the Notes.

#### Section 7.06. Reports by Trustee to Holders of the Notes.

Within 60 days after each May 15 beginning with the May 15 following the date of this Indenture, and for so long as Notes remain outstanding, the Trustee shall mail to the Holders of the Notes a brief report dated as of such reporting date that complies with TIA ss. 313(a) (but if no event described in TIA ss. 313(a) has occurred within the twelve months preceding the reporting date, no report need be transmitted). The Trustee also shall comply with TIA ss. 313(b). The Trustee shall also transmit by mail all reports as required by TIA ss. 313(c).

A copy of each report at the time of its mailing to the Holders of Notes shall be mailed to the Company and filed with the SEC and each stock exchange on which the Notes are listed in accordance with TIA ss. 313(d). The Company shall promptly notify the Trustee when the Notes are listed on any stock exchange or delisted therefrom.

#### Section 7.07. Compensation and Indemnity.

The Company shall pay to the Trustee from time to time reasonable compensation for its acceptance of this Indenture and services hereunder. The Trustee's compensation shall not be limited by any law on compensation of a trustee of an express trust. The Company shall reimburse the Trustee promptly upon request for all reasonable disbursements, advances and expenses incurred or made by it in addition to the compensation for its services. Such expenses shall include the reasonable compensation, disbursements and expenses of the Trustee's agents and counsel.

The Company shall fully indemnify the Trustee against any and all losses, liabilities, claims, damages or expenses (including legal fees and expenses) incurred by it arising out of or in connection with the acceptance or administration of its duties under this Indenture, including the costs and expenses of enforcing this Indenture against the Company (including this Section 7.07) and defending itself against any claim (whether asserted by the Company or any Holder or any other person) or liability in connection with the exercise or performance of any of its powers or duties hereunder, except to the extent any such loss, liability or expense is caused by its own negligence or willful misconduct. The Trustee shall notify the Company promptly of any claim for which it may seek indemnity. Failure by the Trustee to so notify the Company shall not relieve the Company of its obligations hereunder. The Company shall defend the claim and the Trustee shall cooperate in the defense. The Trustee may have separate counsel and the Company shall pay the reasonable fees and expenses of such counsel. The Company need not pay for any settlement made without its consent, which consent shall not be unreasonably withheld.

The obligations of the Company under this Section 7.07 shall survive the satisfaction and discharge of this Indenture and the resignation or removal of the Trustee.

To secure the Company's payment obligations in this Section, the Trustee shall have a Lien prior to the Notes on all money or property held or collected by the Trustee, except that held in trust to pay principal and interest on particular Notes. Such Lien shall survive the satisfaction and discharge of this Indenture.

When the Trustee incurs expenses or renders services after an Event of Default specified in Section 6.01(g) or (h) hereof occurs, the expenses and the compensation for the services (including the fees and expenses of its agents and counsel) are intended to constitute expenses of administration under any Bankruptcy Law.

The Trustee shall comply with the provisions of TIA ss. 313(b)(2) to the extent applicable.

Section 7.08. Replacement of Trustee.

A resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon the successor Trustee's acceptance of appointment as provided in this Section.

The Trustee may resign in writing at any time and be discharged from the trust hereby created by so notifying the Company. The Holders of a majority in principal amount of the then outstanding Notes may remove the Trustee by so notifying the Trustee and the Company in writing. The Company may remove the Trustee if:

- (a) the Trustee fails to comply with Section 7.10 hereof;
- (b) the Trustee is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Trustee under any Bankruptcy Law;
- (c) a custodian or public officer takes charge of the Trustee or its property; or
- (d) the Trustee becomes incapable of acting.

If the Trustee resigns or is removed or if a vacancy exists in the office of Trustee for any reason, the Company shall promptly appoint a successor Trustee. Within one year after the successor Trustee takes office, the Holders of a majority in principal amount of the then outstanding Notes may appoint a successor Trustee to replace the successor Trustee appointed by the Company.

If a successor Trustee does not take office within 60 days after the retiring Trustee resigns or is removed, the retiring Trustee, the Company, or the Holders of at least 10% in principal amount of the then outstanding Notes may petition at the expense of the Company any court of competent jurisdiction for the appointment of a successor Trustee.

If the Trustee, after written request by any Holder who has been a Holder for at least six months, fails to comply with Section 7.10, such Holder may petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

A successor Trustee shall deliver a written acceptance of its appointment to the retiring Trustee and to the Company. Thereupon, the resignation or removal of the retiring Trustee shall become effective, and the successor Trustee shall have all the rights, powers and duties of the Trustee under this Indenture. The successor Trustee shall mail a notice of its succession to Holders. The retiring Trustee shall promptly transfer all property held by it as Trustee to the successor Trustee, provided all sums owing to the Trustee hereunder have been paid and subject to the Lien provided for in Section 7.07 hereof.



Section 7.09. Successor Trustee by Merger, etc.

If the Trustee consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another corporation, the successor corporation without any further act shall be the successor Trustee.

Section 7.10. Eligibility; Disqualification.

There shall at all times be a Trustee hereunder that is a corporation organized and doing business under the laws of the United States of America or of any state thereof that is authorized under such laws to exercise corporate trustee power, that is subject to supervision or examination by federal or state authorities and that has a combined capital and surplus of at least \$75.0 million as set forth in its most recent published annual report of condition.

This Indenture shall always have a Trustee who satisfies the requirements of TIA ss. 310(a)(1), (2) and (5). The Trustee is subject to TIA ss. 310(b). For purposes of TIA ss. 310(b)(1)(C)(i), the indentures relating to the Convertible Notes are hereby specifically described.

Section 7.11. Preferential Collection of Claims Against Company.

The Trustee is subject to TIA ss. 311(a), excluding any creditor relationship listed in TIA ss. 311(b). A Trustee who has resigned or been removed shall be subject to TIA ss. 311(a) to the extent indicated therein.

Section 7.12. Trustee's Application for Instructions from the Company.

Any application by the Trustee for written instructions from the Company may, at the option of the Trustee, set forth in writing any action proposed to be taken or omitted by the Trustee under this Indenture and the date on and/or after which such action shall be taken or such omission shall be effective. The Trustee shall not be liable for any action taken by, or omission of, the Trustee in accordance with a proposal included in such application on or after the date specified in such application (which date shall not be less than three Business Days after the date any officer of the Company actually receives such application, unless any such officer shall have consented in writing to any earlier date) unless prior to taking any such action (or the effective date in the case of an omission), the Trustee shall have received written instructions in response to such application specifying the action to be taken or omitted.

ARTICLE 8

LEGAL DEFEASANCE AND COVENANT DEFEASANCE

Section 8.01. Option to Effect Legal Defeasance or Covenant Defeasance.

The Company may, at the option of its Board of Directors evidenced by a resolution set forth in an Officers' Certificate, at any time, elect to have either Section 8.02 or 8.03 hereof be

applied to all outstanding Notes upon compliance with the conditions set forth below in this Article 8.

#### Section 8.02. Legal Defeasance and Discharge.

Upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.02, the Company shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be deemed to have been discharged from its obligations with respect to all outstanding Notes on the date the conditions set forth below are satisfied (hereinafter, "Legal Defeasance"). For this purpose, Legal Defeasance means that the Company shall be deemed to have paid and discharged the entire Indebtedness represented by the outstanding Notes, which shall thereafter be deemed to be "outstanding" only for the purposes of Section 8.05 hereof and the other Sections of this Indenture referred to in (1) and (2) below, and to have satisfied all its other obligations under such Notes and this Indenture (and the Trustee, on demand of and at the expense of the Company, shall execute proper instruments provided to it acknowledging the same), except for the following provisions which shall survive until otherwise terminated or discharged hereunder:

- (1) the rights of Holders of outstanding Notes to receive solely from the trust fund described in Section 8.04 hereof, and as more fully set forth in such Section, payments in respect of the principal of, premium, if any, and interest on such Notes when such payments are due;
- (2) the Company's obligations with respect to such Notes under Article 2 and Section 4.02 hereof;
- (3) the rights, powers, trusts, duties and immunities of the Trustee hereunder and the Company's obligations in connection therewith; and
- (4) this Article 8.

Subject to compliance with this Article 8, the Company may exercise its option under this Section 8.02 notwithstanding the prior exercise of its option under Section 8.03 hereof.

#### Section 8.03. Covenant Defeasance.

Upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.03, the Company shall, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, be released from its obligations under the covenants contained in Sections 4.07, 4.08, 4.09, 4.10, 4.11, 4.12, 4.14, 4.15, 4.16 and 4.17 hereof and clause 2(d) of Section 5.01 hereof with respect to the outstanding Notes on and after the date the conditions set forth in Section 8.04 are satisfied (hereinafter, "Covenant Defeasance"), and the Notes shall thereafter be deemed not "outstanding" for the purposes of any direction, waiver, consent or declaration or act of Holders (and the consequences of any thereof) in connection with such covenants, but shall continue to be deemed "outstanding" for all other purposes hereunder (it being understood that such Notes shall not be deemed outstanding for accounting purposes). For this purpose,

Covenant Defeasance means that, with respect to the outstanding Notes, the Company may omit to comply with and shall have no liability in respect of any term, condition or limitation set forth in any such covenant, whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant or by reason of any reference in any such covenant to any other provision herein or in any other document and such omission to comply shall not constitute a Default or an Event of Default under Section 6.01 hereof, but, except as specified above, the remainder of this Indenture and such Notes shall be unaffected thereby. In addition, upon the Company's exercise under Section 8.01 hereof of the option applicable to this Section 8.03 hereof, subject to the satisfaction of the conditions set forth in Section 8.04 hereof, Sections 6.01(3) through 6.01(6) hereof shall not constitute Events of Default.

Section 8.04. Conditions to Legal or Covenant Defeasance.

The following shall be the conditions to the application of either Section 8.02 or 8.03 hereof to the outstanding Notes:

In order to exercise either Legal Defeasance or Covenant Defeasance:

- (1) the Company must irrevocably deposit with the Trustee, in trust, for the benefit of the Holders, cash in United States dollars, non-callable Government Securities, or a combination thereof, in such amounts as will be sufficient, in the opinion of a nationally recognized firm of independent public accountants, to pay the principal of, premium, if any, and interest on the outstanding Notes on the stated date for payment thereof or on the applicable redemption date, as the case may be, and the Company shall specify whether the Notes are being defeased to maturity or to a particular redemption date;
- (2) in the case of an election under Section 8.02 hereof, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States reasonably acceptable to the Trustee confirming that:
  - (a) the Company has received from, or there has been published by, the Internal Revenue Service a ruling; or
  - (b) since the date of this Indenture, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such Opinion of Counsel shall confirm that, the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Legal Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Legal Defeasance had not occurred;
- (3) in the case of an election under Section 8.03 hereof, the Company shall have delivered to the Trustee an Opinion of Counsel in the United States

reasonably acceptable to the Trustee confirming that the Holders of the outstanding Notes will not recognize income, gain or loss for federal income tax purposes as a result of such Covenant Defeasance and will be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such Covenant Defeasance had not occurred;

- (4) no Default or Event of Default shall have occurred and be continuing either:
  - (a) on the date of such deposit (other than a Default or Event of Default resulting from the borrowing of funds to be applied to such deposit); or
  - (b) insofar as Sections 6.01(7) or 6.01(8) hereof are concerned, at any time in the period ending on the 91st day after the date of deposit;
- (5) such Legal Defeasance or Covenant Defeasance shall not result in a breach or violation of, or constitute a default under, any material agreement or instrument (other than this Indenture) to which the Company or any of its Restricted Subsidiaries is a party or by which the Company or any of its Restricted Subsidiaries is bound;
- (6) the Company shall have delivered to the Trustee an Opinion of Counsel to the effect that on the 91st day following the deposit, the trust funds will not be subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally;
- (7) the Company shall have delivered to the Trustee an Officers' Certificate stating that the deposit was not made by the Company with the intent of preferring the Holders over any other creditors of the Company or with the intent of defeating, hindering, delaying or defrauding any other creditors of the Company or others; and
- (8) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that all conditions precedent provided for or relating to the Legal Defeasance or the Covenant Defeasance have been complied with.

Section 8.05. Deposited Money and Government Securities to be Held in Trust; Other Miscellaneous Provisions.

Subject to Section 8.06 hereof, all money and non-callable Government Securities (including the proceeds thereof) deposited with the Trustee (or other qualifying trustee, collectively for purposes of this Section 8.05, the "Trustee") pursuant to Section 8.04 hereof in respect of the outstanding Notes shall be held in trust and applied by the Trustee, in accordance

with the provisions of such Notes and this Indenture, to the payment, either directly or through any Paying Agent (including the Company acting as Paying Agent) as the Trustee may determine, to the Holders of such Notes of all sums due and to become due thereon in respect of principal, premium, if any, and interest, but such money need not be segregated from other funds except to the extent required by law.

The Company shall pay and indemnify the Trustee against any tax, fee or other charge imposed on or assessed against the cash or non-callable Government Securities deposited pursuant to Section 8.04 hereof or the principal and interest received in respect thereof other than any such tax, fee or other charge which by law is for the account of the Holders of the outstanding Notes.

Anything in this Article 8 to the contrary notwithstanding, the Trustee shall deliver or pay to the Company from time to time upon the request of the Company any money or non-callable Government Securities held by it as provided in Section 8.04 hereof which, in the opinion of a nationally recognized firm of independent public accountants expressed in a written certification thereof delivered to the Trustee (which may be the opinion delivered under Section 8.04(a) hereof), are in excess of the amount thereof that would then be required to be deposited to effect an equivalent Legal Defeasance or Covenant Defeasance.

#### Section 8.06. Repayment to Company.

Any money deposited with the Trustee or any Paying Agent, or then held by the Company, in trust for the payment of the principal of, premium, if any, or interest on any Note and remaining unclaimed for two years after such principal, and premium, if any, or interest has become due and payable shall be paid to the Company on its request or (if then held by the Company) shall be discharged from such trust; and the Holder of such Note shall thereafter look only to the Company for payment thereof, and all liability of the Trustee or such Paying Agent with respect to such trust money, and all liability of the Company as trustee thereof, shall thereupon cease; provided, however, that the Trustee or such Paying Agent, before being required to make any such repayment, may at the expense of the Company cause to be published once, in The New York Times and The Wall Street Journal (national edition), notice that such money remains unclaimed and that, after a date specified therein, which shall not be less than 30 days from the date of such notification or publication, any unclaimed balance of such money then remaining will be repaid to the Company.

#### Section 8.07. Reinstatement.

If the Trustee or Paying Agent is unable to apply any United States dollars or non-callable Government Securities in accordance with Section 8.02 or 8.03 hereof, as the case may be, by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the Company's obligations under this Indenture and the Notes shall be revived and reinstated as though no deposit had occurred pursuant to Section 8.02 or 8.03 hereof until such time as the Trustee or Paying Agent is permitted to apply all such money in accordance with Section 8.02 or 8.03 hereof, as the case may be; provided, however, that, if the Company makes any payment of principal of, premium, if

any, or interest on any Note following the reinstatement of its obligations, the Company shall be subrogated to the rights of the Holders of such Notes to receive such payment from the money held by the Trustee or Paying Agent.

## ARTICLE 9

### AMENDMENT, SUPPLEMENT AND WAIVER

#### Section 9.01. Without Consent of Holders of Notes.

Notwithstanding Section 9.02 of this Indenture, the Company and the Trustee may amend or supplement this Indenture or the Notes without the consent of any Holder of Notes:

- (1) to cure any ambiguity, defect or inconsistency;
- (2) to provide for uncertificated Notes in addition to or in place of certificated Notes or to alter the provisions of Article 2 hereof (including the related definitions) in a manner that does not materially adversely affect any Holder;
- (3) to provide for the assumption of the Company's obligations to the Holders of the Notes by a successor to the Company pursuant to Article 5 hereof;
- (4) to secure the Notes or make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights hereunder of any Holder of Notes;
- (5) to comply with requirements of the SEC in order to effect or maintain the qualification of this Indenture under the TIA; or
- (6) to provide for Note Guarantees in accordance with Section 4.17 and Article 10 hereof.

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental Indenture, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee shall join with the Company in the execution of any amended or supplemental Indenture authorized or permitted by the terms of this Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to enter into such amended or supplemental Indenture that affects its own rights, duties or immunities under this Indenture or otherwise.

#### Section 9.02. With Consent of Holders of Notes.

Except as provided below in this Section 9.02, the Company and the Trustee may amend or supplement this Indenture (including Section 3.09, 4.10 and 4.14 hereof) and the Notes with

the consent of the Holders of at least a majority in principal amount of the Notes then outstanding, voting as a single class, (including, without limitation, consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes), and, subject to Sections 6.04 and 6.07 hereof, any existing Default or Event of Default (other than an uncured Default or Event of Default in the payment of the principal of, premium, if any, or interest on the Notes, except a payment default resulting from an acceleration that has been rescinded) or compliance with any provision of this Indenture or the Notes may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes, voting as a single class, (including consents obtained in connection with a tender offer or exchange offer for, or purchase of, the Notes). Section 2.08 hereof shall determine which Notes are considered to be "outstanding" for purposes of this Section 9.02.

Upon the request of the Company accompanied by a resolution of its Board of Directors authorizing the execution of any such amended or supplemental Indenture, and upon the filing with the Trustee of evidence satisfactory to the Trustee of the consent of the Holders of Notes as aforesaid, and upon receipt by the Trustee of the documents described in Section 7.02 hereof, the Trustee shall join with the Company in the execution of such amended or supplemental Indenture unless such amended or supplemental Indenture directly affects the Trustee's own rights, duties or immunities under this Indenture or otherwise, in which case the Trustee may in its discretion, but shall not be obligated to, enter into such amended or supplemental Indenture.

It shall not be necessary for the consent of the Holders of Notes under this Section 9.02 to approve the particular form of any proposed amendment or waiver, but it shall be sufficient if such consent approves the substance thereof.

After an amendment, supplement or waiver under this Section becomes effective, the Company shall mail to the Holders of Notes affected thereby a notice briefly describing the amendment, supplement or waiver. Any failure of the Company to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such amended or supplemental Indenture or waiver. Subject to Sections 6.04 and 6.07 hereof, the Holders of a majority in aggregate principal amount of the Notes then outstanding, voting as a single class, may waive compliance in a particular instance by the Company with any provision of this Indenture or the Notes. However, without the consent of each Holder affected, an amendment or waiver under this Section 9.02 may not (with respect to any Notes held by a non-consenting Holder):

- (1) reduce the principal amount of Notes whose Holders must consent to an amendment, supplement or waiver;
- (2) reduce the principal of or change the fixed maturity of any Note or alter or waive any of the provisions with respect to the redemption of the Notes, except as provided above with respect to Sections 3.09, 4.10 and 4.14 hereof;
- (3) reduce the rate of or change the time for payment of interest, including default interest, on any Note;

- (4) waive an uncured Default or Event of Default in the payment of principal of or premium, if any, or interest on the Notes (except a rescission of acceleration of the Notes by the Holders of at least a majority in aggregate principal amount of the then outstanding Notes and a waiver of the payment default that resulted from such acceleration);
- (5) make any Note payable in money other than that stated in the Notes;
- (6) make any change in the provisions of this Indenture relating to waivers of past Defaults or the rights of Holders of Notes to receive payments of principal of, or premium, if any, or interest on the Notes;
- (7) waive a redemption payment (but not any payment pursuant to Sections 3.09, 4.10 or 4.14 hereof) with respect to any Note;
- (8) except as provided under Article 8 hereof or in accordance with the terms of any Note Guarantee, release any Guarantor from any of its obligations under its Note Guarantee or make any change in a Note Guarantee that would adversely affect the Holders of the Notes; or
- (9) make any change in Section 6.04 or 6.07 hereof or in the foregoing amendment and waiver provisions.

Section 9.03. Compliance with Trust Indenture Act.

Every amendment or supplement to this Indenture or the Notes shall be set forth in a amended or supplemental Indenture that complies with the TIA as then in effect.

Section 9.04. Revocation and Effect of Consents.

Until an amendment, supplement or waiver becomes effective, a consent to it by a Holder of a Note is a continuing consent by the Holder of a Note and every subsequent Holder of a Note or portion of a Note that evidences the same debt as the consenting Holder's Note, even if notation of the consent is not made on any Note. However, any such Holder of a Note or subsequent Holder of a Note may revoke the consent as to its Note if the Trustee receives written notice of revocation before the date the waiver, supplement or amendment becomes effective. An amendment, supplement or waiver becomes effective in accordance with its terms and thereafter binds every Holder.

Section 9.05. Notation on or Exchange of Notes.

The Trustee may place an appropriate notation about an amendment, supplement or waiver on any Note thereafter authenticated. The Company in exchange for all Notes may issue and the Trustee shall, upon receipt of an Authentication Order, authenticate new Notes that reflect the amendment, supplement or waiver.



Failure to make the appropriate notation or issue a new Note shall not affect the validity and effect of such amendment, supplement or waiver.

#### Section 9.06. Trustee to Sign Amendments, etc.

The Trustee shall sign any amended or supplemental Indenture authorized pursuant to this Article 9 if the amendment or supplement does not adversely affect the rights, duties, liabilities or immunities of the Trustee. The Company may not sign an amendment or supplemental Indenture until the Board of Directors approves it. In executing any amended or supplemental indenture, the Trustee shall be entitled to receive and (subject to Section 7.01 hereof) shall be fully protected in relying upon, in addition to the documents required by Section 11.04 hereof, an Officer's Certificate and an Opinion of Counsel stating that the execution of such amended or supplemental indenture is authorized or permitted by this Indenture.

### ARTICLE 10

#### NOTE GUARANTEES

##### Section 10.01. Guarantee.

The provisions of this Article 10 shall apply only to those Subsidiaries ("Guarantors") of the Company, if any, that execute one or more supplemental indentures to this Indenture in the form of Exhibit C to this Indenture in compliance with the requirements of Section 4.17 of this Indenture.

Subject to this Article 10, each of the Guarantors hereby, jointly and severally, unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of this Indenture, the Notes or the Obligations of the Company hereunder or thereunder, that: (a) the principal of and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other Obligations of the Company to the Holders or the Trustee hereunder or thereunder will be promptly paid in full or performed, all in accordance with the terms hereof and thereof; and (b) in case of any extension of time of payment or renewal of any Notes or any of such other Obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

The Guarantors hereby agree that their obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or this Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or

equitable discharge or defense of a guarantor. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenant that this Note Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and this Indenture.

If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

Each Guarantor agrees that it shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 hereof for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 hereof, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee. The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Guarantee.

#### Section 10.02. Limitation on Guarantor Liability.

Each Guarantor, and by its acceptance of Notes, each Holder, hereby confirms that it is the intention of all such parties that the Note Guarantee of such Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Note Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantors hereby irrevocably agree that the obligations of such Guarantor will not exceed an amount that, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under this Article 10, would result in the obligations of such Guarantor under its Note Guarantee constituting a fraudulent transfer or conveyance.

#### Section 10.03. Execution and Delivery of Note Guarantee.

To evidence its Note Guarantee set forth in Section 10.01, each Guarantor hereby agrees that a notation of such Note Guarantee substantially in the form included in Exhibit C shall be endorsed by an Officer of such Guarantor on each Note authenticated and delivered by the

Trustee and that this Indenture shall be executed on behalf of such Guarantor by its President or one of its Vice Presidents.

Each Guarantor hereby agrees that its Note Guarantee set forth in Section 10.01 shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee.

If an Officer whose signature is on this Indenture or on the Note Guarantee no longer holds that office at the time the Trustee authenticates the Note on which a Note Guarantee is endorsed, the Note Guarantee shall be valid nevertheless.

The delivery of any Note by the Trustee, after the authentication thereof hereunder, shall constitute due delivery of the Note Guarantee set forth in this Indenture on behalf of the Guarantors.

In the event that the Company creates or acquires any new Subsidiaries subsequent to the date of this Indenture, if required by Section 4.17 hereof, the Company shall cause such Subsidiaries to execute supplemental indentures to this Indenture and Note Guarantees in accordance with Section 4.17 hereof and this Article 10, to the extent applicable.

Section 10.04. Guarantors May Consolidate, etc., on Certain Terms.

Except as otherwise provided in Section 10.05, no Guarantor may consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another Person whether or not affiliated with such Guarantor unless:

- (a) subject to Section 10.05 hereof, the Person formed by or surviving any such consolidation or merger (if other than a Guarantor or the Company) unconditionally assumes all the Obligations of such Guarantor, pursuant to a supplemental indenture in form and substance reasonably satisfactory to the Trustee, under the Notes, the Indenture and the Note Guarantee on the terms set forth herein or therein; and
- (b) immediately after giving effect to such transaction, no Default or Event of Default exists.

In case of any such consolidation or merger and upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Note Guarantee endorsed upon the Notes and the due and punctual performance of all of the covenants and conditions of this Indenture to be performed by the Guarantor, such successor Person shall succeed to and be substituted for the Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor Person thereupon may cause to be signed any or all of the Note Guarantees to be endorsed upon all of the Notes issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee. All the Note Guarantees so issued shall in all respects have the same legal rank

and benefit under this Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of this Indenture as though all of such Note Guarantees had been issued at the date of the execution hereof.

Except as set forth in Articles 4 and 5 hereof, and notwithstanding clauses (a) and (b) above, nothing contained in this Indenture or in any of the Notes shall prevent any consolidation or merger of a Guarantor with or into the Company or another Guarantor, or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Company or another Guarantor.

#### Section 10.05. Releases Following Sale of Assets.

In the event of a sale or other disposition of all or substantially all of the assets of any Guarantor, by way of merger, consolidation or otherwise, or a sale or other disposition of all of the Capital Stock of any Guarantor, in each case to a Person that is not (either before or after giving effect to such transactions) a Subsidiary of the Company, then such Guarantor (in the event of a sale or other disposition, by way of merger, consolidation or otherwise, of all of the Capital Stock of such Guarantor) or the Person acquiring the property (in the event of a sale or other disposition of all or substantially all of the assets of such Guarantor) will be released and relieved of any Obligations under its Note Guarantee; provided, however, that the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of this Indenture, including without limitation Section 4.10 hereof. Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such sale or other disposition was made by the Company in accordance with the provisions of this Indenture, including without limitation Section 4.10 hereof, the Trustee shall execute any documents reasonably required in order to evidence the release of any Guarantor from its obligations under its Note Guarantee.

Any Guarantor not released from its obligations under its Note Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under this Indenture as provided in this Article 10.

### ARTICLE 11

#### MISCELLANEOUS

##### Section 11.01. Trust Indenture Act Controls.

If any provision of this Indenture limits, qualifies or conflicts with the duties imposed by TIA ss. 318(c), the imposed duties shall control.

##### Section 11.02. Notices.

Any notice or communication by the Company or the Trustee to the others is duly given if in writing and delivered in Person or mailed by first class mail (registered or certified, return

receipt requested), telex, telecopier or overnight air courier guaranteeing next day delivery, to the others' address:

If to the Company:

American Tower Corporation  
116 Huntington Avenue  
Boston, MA 02116  
Telecopier No.: (617) 375-7575  
Attention: Chief Financial Officer and Secretary

If to the Trustee:

The Bank of New York  
101 Barclay Street, 21W  
New York, New York 10286  
Telecopier No.: (212) 815-5915  
Attention: Corporate Trustee Administration Department

The Company or the Trustee, by notice to the others, may designate additional or different addresses for subsequent notices or communications.

All notices and communications (other than those sent to Holders) shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five Business Days after being deposited in the mail, postage prepaid, if mailed; when receipt acknowledged, if telecopied; and the next Business Day after timely delivery to the courier, if sent by overnight air courier guaranteeing next day delivery.

Any notice or communication to a Holder shall be mailed by first class mail, certified or registered, return receipt requested, or by overnight air courier guaranteeing next day delivery to its address shown on the register kept by the Registrar. Any notice or communication shall also be so mailed to any Person described in TIA (S). 313(c), to the extent required by the TIA. Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders.

If a notice or communication is mailed in the manner provided above within the time prescribed, it is duly given, whether or not the addressee receives it.

If the Company mails a notice or communication to Holders, it shall mail a copy to the Trustee and each Agent at the same time.

Section 11.03. Communication by Holders of Notes with Other Holders of Notes.

Holders may communicate pursuant to TIA (S). 312(b) with other Holders with respect to their rights under this Indenture or the Notes. The Company, the Trustee, the Registrar and anyone else shall have the protection of TIA (S). 312(c).

Section 11.04. Certificate and Opinion as to Conditions Precedent.

Upon any request or application by the Company to the Trustee to take any action under this Indenture, the Company shall furnish to the Trustee:

(a) an Officers' Certificate in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 11.05 hereof) stating that, in the opinion of the signers, all conditions precedent and covenants, if any, provided for in this Indenture relating to the proposed action have been satisfied; and

(b) an Opinion of Counsel in form and substance reasonably satisfactory to the Trustee (which shall include the statements set forth in Section 11.05 hereof) stating that, in the opinion of such counsel, all such conditions precedent and covenants have been satisfied.

Section 11.05. Statements Required in Certificate or Opinion.

Each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture (other than a certificate provided pursuant to TIA ss. 314(a)(4)) shall comply with the provisions of TIA ss. 314(e) and shall include:

(a) a statement that the Person making such certificate or opinion has read such covenant or condition;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(c) a statement that, in the opinion of such Person, he, she or it has made such examination or investigation as is necessary to enable such Person to express an informed opinion as to whether or not such covenant or condition has been satisfied; and

(d) a statement as to whether or not, in the opinion of such Person, such condition or covenant has been satisfied.

Section 11.06. Rules by Trustee and Agents.

The Trustee may make reasonable rules for action by or at a meeting of Holders. The Registrar or Paying Agent may make reasonable rules and set reasonable requirements for its functions; provided that no such rule shall conflict with the terms of this Indenture or the TIA.

Section 11.07. No Personal Liability of Directors, Officers, Employees and Stockholders.

No past, present or future director, officer, employee, incorporator, stockholder or agent of the Company, as such, shall have any liability for any obligations of the Company under the Notes, this Indenture or for any claim based on, in respect of, or by reason of, such obligations or

their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

Section 11.08. Governing Law.

THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS INDENTURE AND THE NOTES WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

Section 11.09. No Adverse Interpretation of Other Agreements.

This Indenture may not be used to interpret any other indenture, loan or debt agreement of the Company or its Subsidiaries or of any other Person. Any such indenture, loan or debt agreement may not be used to interpret this Indenture.

Section 11.10. Successors.

All agreements of the Company in this Indenture and the Notes shall bind its successors. All agreements of the Trustee in this Indenture shall bind its successors.

Section 11.11. Severability.

In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11.12. Counterpart Originals.

The parties may sign any number of copies of this Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

Section 11.13. Table of Contents, Headings, etc.

The Table of Contents, Cross-Reference Table and Headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only, are not to be considered a part of this Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

[Signatures on following page]

SIGNATURES

Dated as of January 31, 2001

AMERICAN TOWER CORPORATION

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

Attest:

Name:

Title:

THE BANK OF NEW YORK

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



[Face of Note]

[Insert the Global Note Legend, if applicable pursuant to Section 2.06(f)(i) of the Indenture]

[If Restricted Notes, then insert - THE NOTES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (2) IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES.]

[If a Regulation S Note, then insert -- THIS NOTE HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE "SECURITIES ACT") AND MAY NOT BE OFFERED, SOLD OR DELIVERED IN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, ANY U.S. PERSON, UNLESS THIS NOTE IS REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS THEREOF IS AVAILABLE.]

CUSIP/CINS \_\_\_\_\_

9 3/8% Senior Notes Due 2009

No. \_\_\_\_\_

\$ \_\_\_\_\_

AMERICAN TOWER CORPORATION

promises to pay to CEDE & CO. or registered assigns,  
the principal sum of \_\_\_\_\_ DOLLARS on February 1,  
2009.

Interest Payment Dates: February 1 and August 1

Regular Record Dates: January 15 and July 15

Dated: \_\_\_\_\_

AMERICAN TOWER CORPORATION

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

Name:

Title:

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

Name:

Title:

This is one of the Notes referred to in the within-mentioned Indenture:

THE BANK OF NEW YORK,  
as Trustee

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

Authorized Signatory

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. Interest. American Tower Corporation, a Delaware corporation (the "Company"), promises to pay interest on the principal amount of this Note at 9% per annum from January 31, 2001 until maturity [If Original Notes then insert -- provided, however, that if (i) on or prior to the 90th day following the Issue Date, neither a registration statement (the "Exchange Registration Statement") under the Securities Act, registering a note substantially identical to this Note (except that such Note will not contain terms with respect to the Additional Interest payments described below or transfer restrictions) pursuant to an exchange offer (the "Exchange Offer") nor a registration statement registering this Note for resale (a "Shelf Registration Statement") has been filed with the Securities and Exchange Commission, (ii) on or prior to the 180th day following the Issue Date, neither the Exchange Registration Statement nor the Shelf Registration Statement has become or been declared effective, (iii) on or prior to the 225th day following the Issue Date, neither the Exchange Offer has been consummated nor the Shelf Registration Statement has been declared effective, or (iv) either the Exchange Registration Statement or, if applicable, the Shelf Registration Statement is declared effective but (A) thereafter ceases to be effective or (B) ceases to be usable in connection with certain resales, in each case (i) through (iv) upon the terms and conditions set forth in the Registration Rights Agreement (each such event referred to in clauses (i) through (iv), a "Registration Default"), then interest will accrue (in addition to any stated interest on the Securities) (the "Step-Up") at a rate of 0.25% per annum, determined daily, on the principal amount of the Notes, for the 90-day period immediately following the occurrence of the Registration Default, which rate shall be increased by 0.25% per annum at the beginning of each subsequent 90-day period (provided that the rate at which such additional interest accrues shall not exceed 1.0% per annum in the aggregate) and interest shall be payable at such increased rate until such time (the "Step-Down Date") as no Registration Default is in effect (after which such interest rate will be restored to its initial rate). In no event shall the Company be required to pay Step-Up interest for more than one Registration Default at any given time. Interest accruing as a result of the Step-Up (which shall be computed on the basis of a 365-day year) is referred to herein as "Additional Interest." Accrued Additional Interest, if any, shall be paid semi-annually on February 1 and August 1 in each year; and the amount of accrued Additional Interest shall be determined on the basis of the number of days actually elapsed. Any accrued and unpaid interest (including Additional Interest) on this Note upon the issuance of an Exchange Note (as defined in the Indenture) in exchange for this Note shall cease to be payable to the Holder hereof but such accrued and unpaid interest (including Additional Interest) shall be payable on the next Interest Payment Date for such Exchange Note to the Holder thereof on the related Regular Record Date. The Company will pay interest semi-annually in arrears on February 1 and August 1 of each year, or if any such day is not a Business Day, on the next succeeding Business Day (each, an "Interest Payment Date"). Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from the date of issuance; provided that if there is no

existing Default in the payment of interest, and if this Note is authenticated between a record date referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such next succeeding Interest Payment Date; provided, further, that the first Interest Payment Date shall be August 1, 2001. The Company shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium [If Original Notes then insert -- and Additional Interest], if any, from time to time on demand at a rate that is 1% per annum in excess of the rate then in effect; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods) from time to time on demand at the same rate to the extent lawful. Interest [If Original Notes then insert -- (other than Additional Interest)] will be computed on the basis of a 360-day year of twelve 30-day months.

2. Method of Payment. The Company will pay interest on the Notes (except defaulted interest) to the Persons who are registered Holders of Notes at the close of business on the January 15 or July 15 next preceding the Interest Payment Date (each, a "Regular Record Date"), even if such Notes are canceled after such record date and on or before such Interest Payment Date, except as provided in Section 2.12 of the Indenture with respect to defaulted interest. The Notes will be payable as to principal, premium, if any, and interest at the office or agency of the Company maintained for such purpose within or without the City and State of New York, or, at the option of the Company, payment of interest may be made by check mailed to the Holders at their addresses set forth in the register of Holders, and provided that payment by wire transfer of immediately available funds will be required with respect to principal of, premium, if any, and interest on, all Global Notes and all other Notes the Holders of which shall have provided wire transfer instructions to the Company or the Paying Agent. Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

3. Paying Agent and Registrar. Initially, The Bank of New York, the Trustee under the Indenture, will act as Paying Agent and Registrar. The Company may change any Paying Agent or Registrar without notice to any Holder. The Company or any of its Subsidiaries may act in any such capacity.

4. Indenture. The Company issued the Notes under an Indenture dated as January 31, 2001 ("Indenture") between the Company and the Trustee. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S. Code ss.ss. 77aaa-77bbb) (the "Trust Indenture Act"). The Notes are subject to all such terms, and Holders are referred to the Indenture and such Act for a statement of such terms. To the extent any provision of this Note conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling. The Notes are obligations of the Company. The Original Notes are limited to \$1.0 billion in aggregate principal amount. Unless the context otherwise requires, the Original Notes and the Exchange Notes shall constitute one series for all purposes under the Indenture, including without limitation, amendments, waivers, redemptions and Asset Sale Offers.

5. Optional Redemption.

(a) Except as provided in clauses (b) and (c) of this Paragraph 5, the Notes will not be redeemable at the Company's option prior to February 1, 2005. On or after February 1, 2005, the Company may redeem all or a part of the Notes upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed as percentages of principal amount) set forth below plus accrued and unpaid interest, if any, on the Notes redeemed to the applicable redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the twelve-month period beginning on February 1 of the years indicated below:

Year ----	Percentage -----
2005.....	104.688%
2006.....	103.125
2007.....	101.562
2008 and thereafter.....	100.000

(b) Notwithstanding the provisions of clause (a) of this Paragraph 5, at any time until February 1, 2004, the Company may on any one or more occasions redeem up to 35% of the aggregate principal amount of the Notes originally issued under the Indenture (excluding any Exchange Notes) at a redemption price equal to 109.375% of the aggregate principal amount of the Notes to be redeemed on the redemption date with the net cash proceeds of one or more Public Equity Offerings and/or Strategic Equity Investments provided that:

(1) Notes (including Exchange Notes) representing at least 65% of the aggregate principal amount of the Notes originally issued under the Indenture (excluding any Exchange Notes) remain outstanding immediately after the occurrence of such redemption (excluding Notes held by the Company or any of its Subsidiaries); and

(2) the redemption occurs within 60 days of the date of the closing of such Public Equity Offering or Strategic Equity Investment.

(c) Notwithstanding the provisions of clause (a) of this Paragraph 5, at any time prior to February 1, 2005, the Company may redeem all or a part of the Notes upon not less than 30 nor more than 60 days' notice at a redemption price equal to 100% of the principal amount thereof plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, the date of redemption.

6. Mandatory Redemption.

Except as set forth in paragraph 7 below, the Company shall not be required to make mandatory redemption payments with respect to the Notes.

7. Repurchase at Option of Holder.

(a) If there is a Change of Control, the Company shall be required to make an offer (a "Change of Control Offer") to repurchase all or any part (equal to \$1,000 or an integral multiple thereof) of each Holder's Notes at a purchase price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest thereon, if any, to the date of purchase (the "Change of Control Payment"). Within 30 days following any Change of Control, the Company shall mail a notice to each Holder setting forth the procedures governing the Change of Control Offer as required by the Indenture.

(b) When the aggregate amount of Excess Proceeds exceeds \$10.0 million, the Company shall commence an offer to all Holders of Notes (an "Asset Sale Offer") pursuant to Section 3.09 of the Indenture to purchase the maximum principal amount of Notes that may be purchased out of the Excess Proceeds at an offer price in cash in an amount equal to 100% of the principal amount thereof, plus accrued and unpaid interest thereon, if any, to the date fixed for the closing of such offer, in accordance with the procedures set forth in the Indenture. To the extent that the aggregate amount of Notes tendered pursuant to an Asset Sale Offer is less than the Excess Proceeds, the Company (or such Restricted Subsidiary) may use such deficiency for any purpose not otherwise prohibited by the Indenture. If the aggregate principal amount of Notes surrendered by Holders thereof, and the holders of any other debt of the Company entitled to receive a comparable asset sales offer, exceeds the amount of Excess Proceeds, the Trustee shall select the Notes and such other debt to be purchased on a pro rata basis. Holders of Notes that are the subject of an offer to purchase will receive an Asset Sale Offer from the Company prior to any related purchase date and may elect to have such Notes purchased by completing the form entitled "Option of Holder to Elect Purchase" on the reverse of the Notes. [If not a Global Note, insert -- In the event of redemption or purchase pursuant to an Asset Sale Offer of this Note in part only, a new Note or Notes of like tenor for the unredeemed or unpurchased portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.]

8. Notice of Redemption. Notice of redemption will be mailed at least 30 days but not more than 60 days before the redemption date to each Holder whose Notes are to be redeemed at its registered address. Notes in denominations larger than \$1,000 may be redeemed in part but only in whole multiples of \$1,000, unless all of the Notes held by a Holder are to be redeemed. On and after the redemption date interest ceases to accrue on Notes or portions thereof called for redemption.

9. Denominations, Transfer, Exchange. The Notes are in registered form without coupons in denominations of \$1,000 and integral multiples of \$1,000. The transfer of Notes may be registered and Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Company may require a Holder to pay any taxes and fees required by law or permitted by the Indenture. The Company need not exchange or register the transfer of any Note or portion of a Note selected for redemption, except for the unredeemed portion of any

Note being redeemed in part. Also, the Company need not exchange or register the transfer of any Notes for a period of 15 days before a selection of Notes to be redeemed or during the period between a record date and the corresponding Interest Payment Date.

10. Persons Deemed Owners. The registered Holder of a Note may be treated as its owner for all purposes.

11. Amendment, Supplement and Waiver. Subject to certain exceptions, the Indenture or the Notes may be amended or supplemented with the consent of the Holders of at least a majority in principal amount of the then outstanding Notes and any existing default or compliance with any provision of the Indenture or the Notes may be waived with the consent of the Holders of a majority in principal amount of the then outstanding Notes. Without the consent of any Holder of Notes, the Indenture or the Notes may be amended or supplemented to cure any ambiguity, defect or inconsistency, to provide for uncertificated Notes in addition to or in place of certificated Notes, to provide for the assumption of the Company's obligations to Holders of the Notes in case of a merger or consolidation, to make any change that would provide any additional rights or benefits to the Holders of the Notes or that does not adversely affect the legal rights under the Indenture of any such Holder, or to comply with the requirements of the Securities and Exchange Commission in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act.

12. Defaults and Remedies. Events of Default include: (i) default for 30 days in the payment when due of interest on the Notes; (ii) default in payment when due of principal of or premium, if any, on the Notes, (iii) failure by the Company or any of its Subsidiaries to comply with Section 3.09, 4.10, 4.14 or 5.01 of the Indenture; (iv) failure by the Company or any of its Subsidiaries for 30 days after notice to the Company by the Trustee or the Holders of at least 25% in principal amount of the Notes then outstanding to comply with certain other agreements in the Indenture or the Notes; (v) default under certain other agreements relating to Indebtedness of the Company or any Significant Subsidiary which default (a) is caused by a failure to pay principal of or premium, if any, or interest on such Indebtedness prior to the expiration of the grace period provided in such Indebtedness on the date of such default or (b) results in the acceleration of such Indebtedness prior to its express maturity; (vi) certain final judgments for the payment of money that remain undischarged for a period of 60 days; and (vii) certain events of bankruptcy or insolvency with respect to the Company or any of its Significant Subsidiaries. If any Event of Default occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding Notes may declare all the Notes to be due and payable. Notwithstanding the foregoing, in the case of an Event of Default arising from certain events of bankruptcy or insolvency, all outstanding Notes will become due and payable without further action or notice. Holders may not enforce the Indenture or the Notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in principal amount of the then outstanding Notes may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders of the Notes notice of any continuing Default or Event of Default (except a Default or Event of Default relating to the payment of principal or interest) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the Notes then outstanding by notice to the Trustee may on behalf of the Holders of all of the

Notes waive any existing Default or Event of Default and its consequences under the Indenture except a continuing Default or Event of Default in the payment of interest on, or the principal of, the Notes. The Company is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Company is required upon becoming aware of any Default or Event of Default, to deliver to the Trustee a statement specifying such Default or Event of Default.

13. Trustee Dealings with Company. The Trustee, in its individual or any other capacity, may make loans to, accept deposits from, and perform services for the Company or its Affiliates, and may otherwise deal with the Company or its Affiliates, as if it were not the Trustee.

14. No Recourse Against Others. A director, officer, employee, incorporator or stockholder, of the Company, as such, shall not have any liability for any obligations of the Company under the Notes or the Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for the issuance of the Notes.

15. Authentication. This Note shall not be valid until authenticated by the manual signature of the Trustee or an authenticating agent.

16. Abbreviations. Customary abbreviations may be used in the name of a Holder or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

17. CUSIP Numbers. Pursuant to a recommendation promulgated by the Committee on Uniform Security Identification Procedures, the Company has caused CUSIP numbers to be printed on the Notes and the Trustee may use CUSIP numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Company will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to: American Tower Corporation, 116 Huntington Avenue, Boston, MA 02116, Attention: Chief Financial Officer and Secretary.



Assignment Form

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to: \_\_\_\_\_  
(Insert assignee's legal name)

(Insert assignee's soc. sec. or tax I.D. no.)

(Print or type assignee's name, address and zip code)

and irrevocably appoint \_\_\_\_\_ to transfer  
this Note on the books of the Company. The agent may substitute another to act  
for him.

Date: \_\_\_\_\_

Your Signature: \_\_\_\_\_

(Sign exactly as your name appears on  
the face of this Note)

Signature Guarantee\*: \_\_\_\_\_

\* Participant in a recognized Signature Guarantee Medallion Program (or other  
signature guarantor acceptable to the Trustee).

Option of Holder to Elect Purchase

If you want to elect to have this Note purchased by the Company pursuant to Section 4.10 or 4.14 of the Indenture, check the appropriate box below:

☐ Section 4.10\_\_

☐ Section 4.14

If you want to elect to have only part of the Note purchased by the Company pursuant to Section 4.10 or Section 4.14 of the Indenture, state the amount you elect to have purchased:

\$\_\_\_\_\_

Date:\_\_\_\_\_

Your Signature:\_\_\_\_\_  
(Sign exactly as your name appears on  
the face of this Note)

Tax Identification No.:\_\_\_\_\_

Signature Guarantee\*:\_\_\_\_\_

\* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE\*

The following exchanges of a part of this Global Note for an interest in another Global Note or for a Definitive Note, or exchanges of a part of another Global Note or Definitive Note for an interest in this Global Note, have been made:

Date of Exchange -----	Amount of decrease in Principal Amount of this Global Note -----	Amount of decrease in Principal Amount of this Global Note -----	Principal Amount of this Global Note following such decrease (or increase) -----	Signature of authorized officer of Trustee or Custodian -----
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\* This schedule should be included only if the Note is issued in global form.

## FORM OF SUPPLEMENTAL INDENTURE

## TO BE DELIVERED BY SUBSEQUENT GUARANTORS

Supplemental Indenture (this "Supplemental Indenture"), dated as of \_\_\_\_\_, among \_\_\_\_\_ (the "Guaranteeing Subsidiary"), a subsidiary of AMERICAN TOWER CORPORATION (or its permitted successor), a Delaware corporation (the "Company"), the Company, the other Guarantors (as defined in the Indenture referred to herein) and THE BANK OF NEW YORK, as trustee under the Indenture referred to below (the "Trustee").

## WITNESSETH

WHEREAS, the Company has heretofore executed and delivered to the Trustee an indenture (the "Indenture"), dated as of January 31, 2001 providing for the issuance of an aggregate principal amount of \$1.0 billion of 9% Senior Notes due 2009 (the "Notes");

WHEREAS, the Indenture provides that under certain circumstances the Guaranteeing Subsidiary shall execute and deliver to the Trustee a supplemental indenture pursuant to which the Guaranteeing Subsidiary shall unconditionally guarantee all of the Company's Obligations under the Notes and the Indenture on the terms and conditions set forth herein (the "Note Guarantee"); and

WHEREAS, pursuant to Section 9.1 of the Indenture, the Trustee is authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Guaranteeing Subsidiary and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Notes as follows:

1. Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.
2. Agreement to Guarantee. The Guaranteeing Subsidiary hereby agrees as follows:

(a) Along with all Guarantors named in the Indenture, to jointly and severally Guarantee to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, irrespective of the validity and enforceability of the Indenture, the Notes or the obligations of the Company hereunder or thereunder, that:

(i) the principal of and interest on the Notes will be promptly paid in full when due, whether at maturity, by acceleration, redemption or otherwise, and interest on the overdue principal of and interest on the Notes, if any, if lawful, and all other obligations of the Company to the Holders or the Trustee hereunder or thereunder will be

promptly paid in full or performed, all in accordance with the terms hereof and thereof; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantors shall be jointly and severally obligated to pay the same immediately.

(b) The obligations hereunder shall be unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder of the Notes with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor.

(c) The following is hereby waived to the extent permitted by applicable law: diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever.

(d) This Note Guarantee shall not be discharged except by complete performance of the obligations contained in the Notes and the Indenture.

(e) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantors, or any custodian, Trustee, liquidator or other similar official acting in relation to either the Company or the Guarantors, any amount paid by either to the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(f) The Guaranteeing Subsidiary shall not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed hereby until payment in full of all obligations guaranteed hereby.

(g) As between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (x) the maturity of the obligations guaranteed hereby may be accelerated as provided in Article 6 of the Indenture for the purposes of this Note Guarantee, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the obligations guaranteed hereby, and (y) in the event of any declaration of acceleration of such obligations as provided in Article 6 of the Indenture, such obligations (whether or not due and payable) shall forthwith become due and payable by the Guarantors for the purpose of this Note Guarantee.

(h) The Guarantors shall have the right to seek contribution from any non-paying Guarantor so long as the exercise of such right does not impair the rights of the Holders under the Guarantee.

(i) Pursuant to Section 10.02 of the Indenture, after giving effect to any maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under any applicable Bankruptcy or fraudulent conveyance laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under Article 10 of the Indenture would result in the obligations of such Guarantor under its Note Guarantee not constituting a fraudulent transfer or conveyance.

3. Execution and Delivery. Each Guaranteeing Subsidiary agrees that the Note Guarantees shall remain in full force and effect notwithstanding any failure to endorse on each Note a notation of such Note Guarantee.

4. Guaranteeing Subsidiary May Consolidate, Etc. on Certain Terms.

(a) The Guaranteeing Subsidiary may not consolidate with or merge with or into (whether or not such Guarantor is the surviving Person) another corporation, Person or entity whether or not affiliated with such Guarantor unless:

(i) subject to Section 10.05 of the Indenture, the Person formed by or surviving any such consolidation or merger (if other than a Guarantor or the Company) unconditionally assumes all the obligations of such Guarantor, pursuant to a supplemental indenture in form and substance reasonably satisfactory to the Trustee, under the Notes, the Indenture and the Note Guarantee on the terms set forth herein or therein; and

(ii) immediately after giving effect to such transaction, no Default or Event of Default exists.

(b) In case of any such consolidation or merger upon the assumption by the successor Person, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the Note Guarantee endorsed upon the Notes and the due and punctual performance of all of the covenants and conditions of the Indenture to be performed by the Guarantor, such successor Person shall succeed to and be substituted for the Guarantor with the same effect as if it had been named herein as a Guarantor. Such successor Person thereupon may cause to be signed any or all of the Note Guarantees to be endorsed upon all of the Notes issuable hereunder which theretofore shall not have been signed by the Company and delivered to the Trustee. All the Note Guarantees so issued shall in all respects have the same legal rank and benefit under the Indenture as the Note Guarantees theretofore and thereafter issued in accordance with the terms of the Indenture as though all of such Note Guarantees had been issued at the date of the execution hereof.

(c) Except as set forth in Articles 4 and 5 of the Indenture, and notwithstanding clauses (a) and (b) above, nothing contained in the Indenture or in any of the Notes shall prevent any consolidation or merger of a Guarantor with or into the Company or another Guarantor, or shall prevent any sale or conveyance of the property of a Guarantor as an entirety or substantially as an entirety to the Company or another Guarantor.

5. Releases.

(a) In the event of a sale or other disposition of all or substantially all of the assets of any Guarantor, by way of merger, consolidation or otherwise, or a sale or other disposition of all of the Capital Stock of any Guarantor, in each case to a Person that is not (either before or after giving effect to such transactions) a Subsidiary of the Company, then such Guarantor (in the event of a sale or other disposition, by way of merger, consolidation or otherwise, of all of the capital stock of such Guarantor) or the Person acquiring the property (in the event of a sale or other disposition of all or substantially all of the assets of such Guarantor) will be released and relieved of any obligations under its Note Guarantee; provided, however, that the Net Proceeds of such sale or other disposition are applied in accordance with the applicable provisions of the Indenture, including without limitation Section 4.10 of the Indenture. Upon delivery by the Company to the Trustee of an Officers' Certificate and an Opinion of Counsel to the effect that such sale or other disposition was made by the Company in accordance with the provisions of the Indenture, including without limitation Section 4.10 of the Indenture, the Trustee shall execute any documents reasonably required in order to evidence the release of any Guarantor from its obligations under its Note Guarantee.

(b) Any Guarantor not released from its obligations under its Note Guarantee shall remain liable for the full amount of principal of and interest on the Notes and for the other obligations of any Guarantor under the Indenture as provided in Article 10 of the Indenture.

6. No Recourse Against Others. No past, present or future director, officer, employee, incorporator, stockholder or agent of the Guaranteeing Subsidiary, as such, shall have any liability for any obligations of the Company or any Guaranteeing Subsidiary under the Notes, any Note Guarantees, the Indenture or this Supplemental Indenture or for any claim based on, in respect of, or by reason of, such obligations or their creation. Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes.

7. NEW YORK LAW TO GOVERN. THE INTERNAL LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUCE THIS SUPPLEMENTAL INDENTURE BUT WITHOUT GIVING EFFECT TO APPLICABLE PRINCIPLES OF CONFLICTS OF LAW TO THE EXTENT THAT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION WOULD BE REQUIRED THEREBY.

8. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

9. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

10. The Trustee. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the Guaranteeing Subsidiary and the Company.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and attested, all as of the date first above written.

Dated:\_\_\_\_\_

[Guaranteeing Subsidiary]

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

Name:

Title:

American Tower Corporation

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

Name:

Title:

[Other Guarantors]

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

Name:

Title

The Bank of New York

as Trustee

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

Name:

Title:

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## FORM OF NOTATION OF GUARANTEE

For value received, each Guarantor (which term includes any successor Person under the Indenture) has, jointly and severally, unconditionally guaranteed, to the extent set forth in the Indenture and subject to the provisions in the Indenture dated as of January 31, 2001 (the "Indenture") between AMERICAN TOWER CORPORATION and THE BANK OF NEW YORK, as trustee (the "Trustee"), (a) the due and punctual payment of the principal of, premium, if any, and interest on the Notes (as defined in the Indenture), whether at maturity, by acceleration, redemption or otherwise, the due and punctual payment of interest on overdue principal and premium, and, to the extent permitted by law, interest, and the due and punctual performance of all other obligations of the Company to the Holders or the Trustee all in accordance with the terms of the Indenture and (b) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration or otherwise. The obligations of the Guarantors to the Holders of Notes and to the Trustee pursuant to the Note Guarantee and the Indenture are expressly set forth in Article 10 of the Indenture and reference is hereby made to the Indenture for the precise terms of the Note Guarantee. Each Holder of a Note, by accepting the same, agrees to and shall be bound by such provisions.

[Name of Guarantor(s)]

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

Name:

Title:

## FORM OF REGULATION S CERTIFICATE

(For transfers pursuant to Section 2.06(a), (b)(iii) and (e) of the Indenture)

The Bank of New York,  
as Trustee  
101 Barclay St., 21W  
New York, NY 10286  
Attention: Corporate Trust Administration

Re: 9 3/8% Senior Notes due 2009 of  
American Tower Corporation  
(the "Notes")

Reference is made to the Indenture, dated as of January 31, 2001 (the "Indenture"), between American Tower Corporation (the "Company") and The Bank of New York, as Trustee. Terms used herein and defined in the Indenture or in Regulation S or Rule 144 under the U.S. Securities Act of 1933, as amended (the "Securities Act") are used herein as so defined.

This certificate relates to U.S. \$\_\_\_\_\_ principal amount of Notes, which are evidenced by the following certificate(s) (the "Specified Notes"):

CUSIP No(s). \_\_\_\_\_

CERTIFICATE No(s). \_\_\_\_\_

The person in whose name this certificate is executed below (the "Undersigned") hereby certifies that either (i) it is the sole beneficial owner of the Specified Notes or (ii) it is acting on behalf of all the beneficial owners of the Specified Notes and is duly authorized by them to do so. Such beneficial owner or owners are referred to herein collectively as the "Owner". If the Specified Notes are represented by a Global Notes, they are held through the Depositary or a Participant in the name of the Undersigned, as or on behalf of the Owner. If the Specified Notes are not represented by a Global Note, they are registered in the name of the Undersigned, as or on behalf of the Owner.

The Owner has requested that the Specified Notes be transferred to a person (the "Transferee") who will take delivery in the form of a Regulation S Note. In connection with such transfer, the Owner hereby certifies that, unless such transfer is being effected pursuant to an effective registration statement under the Securities Act, it is being effected in accordance with Rule 904 or Rule 144 under the Securities Act and with all applicable securities laws of the states of the United States and other jurisdictions. Accordingly, the Owner hereby further certifies as follows:

(a) Rule 904 Transfers. If the transfer is being effected in accordance with Rule 904:

- (i) the Owner is not a distributor of the Notes, an affiliate of the Company or any such distributor or a person acting on behalf of any of the foregoing;
- (ii) the offer of the Specified Notes was not made to a person in the United States;
- (iii) either:
  - (1) at the time the buy order was originated, the Transferee was outside the United States or the Owner and any person acting on its behalf reasonably believed that the Transferee was outside the United States, or
  - (2) the transaction is being executed in, on or through the facilities of the Eurobond market, as regulated by the Association of International Bond Dealers, or another designated offshore securities market and neither the Owner nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States;
- (iv) no directed selling efforts have been made in the United States by or on behalf of the Owner or any affiliate thereof;
- (v) if the Owner is a dealer in securities or has received a selling concession, fee or other remuneration in respect of the Specified Notes, and the transfer is to occur during the Restricted Period, then the requirements of Rule 904(c)(1) have been satisfied; and
- (vi) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act.

(b) Rule 144 Transfers. If the transfer is being effected pursuant to Rule 144:

- (i) the transfer is occurring after a holding period of at least one year (computed in accordance with paragraph (d) of Rule 144) has elapsed since the Specified Notes were last acquired from the Company or from an affiliate of the Company, whichever is later, and is being effected in accordance with the applicable amount, manner of sale and notice requirements of Rule 144; or
- (ii) the transfer is occurring after a holding period of at least two years has elapsed since the Specified Notes were last acquired from the Company or from an affiliate of the Company, whichever is later, and the Owner is not,

and during the preceding three months has not been, an  
affiliate of the Company.

This certificate and the statements contained herein are made for your  
benefit and the benefit of the Company and the Purchasers.

Dated:

-----  
(Print the name of the Undersigned, as such  
term is defined in the second paragraph of this  
certificate.)

By: \_\_\_\_\_  
Name:  
Title:  
(If the Undersigned is a corporation,  
partnership or fiduciary, the title of the  
person signing on behalf of the Undersigned  
must be stated.)

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FORM OF RESTRICTED NOTES CERTIFICATE

(For transfers pursuant to Section 2.06(a), (b)(iv) and (e) of the Indenture)

The Bank of New York,  
as Trustee  
101 Barclay St., 21W  
New York, NY 10286  
Attention: Corporate Trust Administration

Re: 9 3/8% Senior Notes due 2009 of  
American Tower Corporation  
(the "Notes")

Reference is made to the Indenture, dated as of January 31, 2001 (the "Indenture"), between American Tower Corporation (the "Company") and The Bank of New York, as Trustee. Terms used herein and defined in the Indenture or in Regulation S or Rule 144 under the U.S. Securities Act of 1933, as amended (the "Securities Act") are used herein as so defined.

This certificate relates to U.S. \$\_\_\_\_\_ principal amount of Notes, which are evidenced by the following certificate(s) (the "Specified Notes"):

CUSIP No(s). \_\_\_\_\_

CERTIFICATE No(s). \_\_\_\_\_

The person in whose name this certificate is executed below (the "Undersigned") hereby certifies that either (i) it is the sole beneficial owner of the Specified Notes or (ii) it is acting on behalf of all the beneficial owners of the Specified Notes and is duly authorized by them to do so. Such beneficial owner or owners are referred to herein collectively as the "Owner". If the Specified Notes are represented by a Global Note, they are held through the Depository or a Participant in the name of the Undersigned, as or on behalf of the Owner. If the Specified Notes are not represented by a Global Note, they are registered in the name of the Undersigned, as or on behalf of the Owner.

The Owner has requested that the Specified Notes be transferred to a person (the "Transferee") who will take delivery in the form of a Restricted Note. In connection with such transfer, the Owner hereby certifies that, unless such transfer is being effected pursuant to an effective registration statement under the Securities Act, it is being effected in accordance with Rule 144A or Rule 144 under the Securities Act and all applicable securities laws of the states of the United States and other jurisdictions. Accordingly, the Owner hereby further certifies as follows:

(a) Rule 144A Transfers. If the transfer is being effected in accordance with Rule 144A:

- (i) the Specified Notes are being transferred to a person that the Owner and any person acting on its behalf reasonably believe is a "qualified institutional buyer" within the meaning of Rule 144A, acquiring for its own account or for the account of a qualified institutional buyer; and
- (ii) the Owner and any person acting on its behalf have taken reasonable steps to ensure that the Transferee is aware that the Owner may be relying on Rule 144A in connection with the transfer.

(b) Rule 144 Transfers. If the transfer is being effected pursuant to Rule 144:

- (i) the transfer is occurring after a holding period of at least one year (computed in accordance with paragraph (d) of Rule 144) has elapsed since the Specified Notes were last acquired from the Company or from an affiliate of the Company, whichever is later, and is being effected in accordance with the applicable amount, manner of sale and notice requirements of Rule 144; or
- (ii) the transfer is occurring after a holding period of at least two years has elapsed since the Specified Notes were last acquired from the Company or from an affiliate of the Company, whichever is later, and the Owner is not, and during the preceding three months has not been, an affiliate of the Company.

This certificate and the statements contained herein are made for your benefit and the benefit of the Company and the Purchasers.

Dated:

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(Print the name of the Undersigned, as such term is defined in the second paragraph of this certificate.)

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

Name:

Title:

(If the Undersigned is a corporation, partnership or fiduciary, the title of the person signing on behalf of the Undersigned must be stated.)

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## FORM OF UNRESTRICTED NOTES CERTIFICATE

(For removal of Securities Act Legends pursuant to Section 2.06(f)(ii) of the Indenture)

The Bank of New York,  
as Trustee  
101 Barclay St., 21W  
New York, NY 10286  
Attention: Corporate Trust Administration

Re: 9 3/8% Senior Notes due 2009 of  
American Tower Corporation  
(the "Notes")

Reference is made to the Indenture, dated as of January 31, 2001 (the "Indenture"), between American Tower Corporation (the "Company") and The Bank of New York, as Trustee. Terms used herein and defined in the Indenture or in Regulation S or Rule 144 under the U.S. Securities Act of 1933, as amended (the "Securities Act") are used herein as so defined.

This certificate relates to U.S. \$\_\_\_\_\_ principal amount of Notes, which are evidenced by the following certificate(s) (the "Specified Notes"):

CUSIP No(s). \_\_\_\_\_

CERTIFICATE No(s). \_\_\_\_\_

The person in whose name this certificate is executed below (the "Undersigned") hereby certifies that either (i) it is the sole beneficial owner of the Specified Notes or (ii) it is acting on behalf of all the beneficial owners of the Specified Notes and is duly authorized by them to do so. Such beneficial owner or owners are referred to herein collectively as the "Owner". If the Specified Notes are represented by a Global Note, they are held through the Depositary or a Participant in the name of the Undersigned, as or on behalf of the Owner. If the Specified Notes are not represented by a Global Note, they are registered in the name of the Undersigned, as or on behalf of the Owner.

The Owner has requested that the Specified Notes be exchanged for Notes bearing no Securities Act Legend pursuant to Section 305(c) of the Indenture. In connection with such exchange, the Owner hereby certifies that the exchange is occurring after a holding period of at least two years (computed in accordance with paragraph (d) of Rule 144) has elapsed since the Specified Notes were last acquired from the Company or from an affiliate of the Company, whichever is later, and the Owner is not, and during the preceding three months has not been, an affiliate of the Company. The Owner also acknowledges that any future transfers of the Specified Notes must comply with all applicable securities laws of the states of the United States and other jurisdictions.



This certificate and the statements contained herein are made for your benefit and the benefit of the Company and the Purchasers.

Dated:

-----  
(Print the name of the Undersigned, as such term is defined in the second paragraph of this certificate.)

By: \_\_\_\_\_  
Name:  
Title:  
(If the Undersigned is a corporation, partnership or fiduciary, the title of the person signing on behalf of the Undersigned must be stated.)

AMERICAN TOWER CORPORATION  
9 3/8% Senior Notes Due 2009

REGISTRATION RIGHTS AGREEMENT

New York, New York  
January 31, 2001

Donaldson, Lufkin & Jenrette Securities Corporation  
(an affiliate of Credit Suisse First Boston Corporation)  
Salomon Smith Barney Inc.  
Deutsche Banc Alex. Brown Inc.  
Goldman, Sachs & Co.  
Lehman Brothers Inc.  
TD Securities (USA) Inc.  
BNY Capital Markets, Inc.  
Chase Securities Inc.  
RBC Dominion Securities Corporation  
Scotia Capital (USA) Inc.  
Banc of America Securities LLC  
BMO Nesbitt Burns Inc.  
Credit Lyonnais Securities (USA) Inc.  
McDonald Investments Inc.  
Thomas Weisel Partners LLC

c/o Donaldson, Lufkin & Jenrette Securities Corporation  
11 Madison Avenue  
New York, New York 10010

-and-

Salomon Smith Barney Inc.  
388 Greenwich Street  
New York, New York 10013

Ladies and Gentlemen:

American Tower Corporation, a corporation organized under the laws of Delaware (the "Company"), proposes to issue and sell to certain initial purchasers (the "Purchasers") upon the terms set forth in a purchase agreement dated January 24, 2001 (the "Purchase Agreement"), its 9 3/8% Senior Notes Due 2009 (the "Securities"), relating to the initial placement of the Securities (the "Initial Placement"). To induce the Purchasers to enter into the Purchase Agreement and to satisfy a condition of your obligations thereunder, the Company

agrees with you for your benefit and the benefit of the holders from time to time of the Securities (including the Purchasers) (each a "Holder" and, together, the "Holders"), as follows:

1. Definitions. Capitalized terms used herein without definition shall have

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their respective meanings set forth in the Purchase Agreement. As used in this Agreement, the following capitalized defined terms shall have the following meanings:

"Act" shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Advice" shall have the meaning set forth in Section 4(c).

"Affiliate" of any specified Person shall mean any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such specified Person. For purposes of this definition, control of a Person shall mean the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; and the terms "controlling" and "controlled" shall have meanings correlative to the foregoing.

"Broker-Dealer" shall mean any broker or dealer registered as such under the Exchange Act.

"Business Day" shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

"Commission" shall mean the Securities and Exchange Commission.

"Effective Time", in the case of (i) an Exchange Offer Registration Statement, shall mean the time and date as of which the Commission declares the Exchange Offer Registration Statement effective or as of which the Exchange Offer Registration Statement otherwise becomes effective and (ii) a Shelf Registration Statement shall mean the time and date as of which the Commission declares the Shelf Registration Statement effective or as of which the Shelf Registration Statement otherwise becomes effective.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Exchange Offer Registration Period" shall mean the 180 day period following the consummation of the Registered Exchange Offer (exclusive of any period during which any stop order shall be in effect suspending the effectiveness of the Exchange Offer Registration Statement).

"Exchange Offer Registration Statement" shall mean a registration statement of the Company on an appropriate form under the Act with respect to the Registered Exchange Offer, all amendments and supplements to such registration statement, including post-effective amendments thereto, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"Exchanging Dealer" shall mean any Holder (which may include any Purchaser) that is a Broker-Dealer and elects to exchange for New Securities any Securities that it acquired for its own account as a result of market-making activities or other trading activities (but not directly from the Company or any Affiliate of the Company) for New Securities.

"Final Memorandum" shall mean the offering circular related to the Securities, as amended or supplemented as of the date hereof, including any and all exhibits thereto and any information incorporated by reference therein.

"Holder" shall have the meaning set forth in the preamble hereto.

"Indenture" shall mean the Indenture relating to the Securities, dated as of January 31, 2001, between the Company and The Bank of New York, as trustee, as the same may be amended from time to time in accordance with the terms thereof.

"Initial Placement" shall have the meaning set forth in the preamble hereto.

"Issue Date" shall mean the date of the original issuance of the Securities.

"Losses" shall have the meaning set forth in Section 7(d) hereof.

"Letter Agreement" shall mean the Letter, dated January 25, 2001, from the Company to the Purchasers relating to the Reallocation Purchases and the Reallocation Amounts.

"Majority Holders" shall mean, when no Registration Statement is filed under this Agreement, the Holders of a majority of the aggregate principal amount of Securities outstanding and shall mean, when a Registration Statement is filed under this Agreement, the Holders of a majority of the aggregate principal amount of Securities registered under the Registration Statement.

"Managing Underwriters" shall mean the investment banker or investment bankers and manager or managers that shall administer an underwritten offering.

"New Securities" shall mean debt securities of the Company identical in all material respects to the Securities (except that the special interest provisions and the transfer restriction provisions shall be modified or eliminated, as appropriate) and to be issued under the Indenture or the New Securities Indenture.

"New Securities Indenture" shall mean an indenture between the Company and the New Securities Trustee, identical in all material respects to the Indenture (except that the special interest provisions and the transfer restriction provisions will be modified or eliminated, as appropriate).

"New Securities Trustee" shall mean a bank or trust company reasonably satisfactory to the Purchasers, as trustee with respect to the New Securities under the New Securities Indenture.

"Notice and Questionnaire" shall have the meaning set forth in Section 3(c) hereof.

"Prospectus" shall mean the prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A under the Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Securities or the New Securities covered by such Registration Statement, and all amendments and supplements thereto and all material incorporated by reference therein.

"Purchase Agreement" shall have the meaning set forth in the preamble hereto.

"Purchaser" shall have the meaning set forth in the preamble hereto.

"Registered Exchange Offer" shall mean the proposed offer of the Company to issue and deliver to the Holders of the Securities that are not prohibited by any law or policy of the Commission from participating in such offer, in exchange for the Securities, a like aggregate principal amount of the New Securities.

"Registration Default" shall have the meaning set forth in Section 6(a) hereof.

"Registration Statement" shall mean any Exchange Offer Registration Statement or Shelf Registration Statement that covers any of the Securities or the New Securities pursuant to the provisions of this Agreement, any amendments and supplements to such registration statement, including post-effective amendments (in each case including the Prospectus contained therein), all exhibits thereto and all material incorporated by reference therein.

"Securities" shall have the meaning set forth in the preamble hereto.

"Shelf Registration" shall mean a registration effected pursuant to Section 3 hereof.

"Shelf Registration Period" has the meaning set forth in Section 3(b) hereof.

"Shelf Registration Statement" shall mean a "shelf" registration statement of the Company pursuant to the provisions of Section 3 hereof which covers some or all of the Securities or New Securities, as applicable, on an appropriate form under Rule 415 under the Act, or any similar rule that may be adopted by the Commission, amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"Special Interest" shall have the meaning set forth in Section 6(a) hereof.

"Special Interest Rate" shall have the meaning set forth in Section 6(a) hereof.

"Transfer Restricted Securities" shall mean each Security and New Security until, (i) in the case of any Security exchanged by a person other than a Broker-Dealer for a freely transferable New Security in the Registered Exchange Offer, the date on which such Security is exchanged, (ii) in the case of any New Security held by a Broker-Dealer, following the exchange by such Broker-Dealer in the Registered Exchange Offer of a Security for such New Security, the date on which such New Security is sold to a purchaser who receives from such Broker-Dealer on or prior to the date of such sale a copy of the prospectus contained in the Exchange Offer Registration Statement, (iii) in the case of any Security or New Security that has been effectively registered under the Act and disposed of in accordance with the Shelf Registration Statement, the date of such disposition, or (iv) in the case of any Security or New Security that is distributed to the public pursuant to Rule 144 under the Act or is saleable pursuant to Rule 144(k) under the Act, the date on which such Security or New Security is distributed or is saleable, as the case may be.

"Trustee" shall mean the trustee with respect to the Securities under the Indenture.

"underwriter" shall mean any underwriter of Securities in connection with an offering thereof under a Shelf Registration Statement.

2. Registered Exchange Offer. The Company shall prepare and, not later than

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90 days following the Issue Date (or if such 90th day is not a Business Day, the next succeeding Business Day), shall file with the Commission the Exchange Offer Registration Statement with respect to the Registered Exchange Offer. The Company shall use its reasonable best efforts to cause the Exchange Offer Registration Statement to become effective under the Act within 180 days of the Issue Date (or if such 180th day is not a Business Day, the next succeeding Business Day).

(a) Upon the effectiveness of the Exchange Offer Registration Statement, the Company shall promptly commence the Registered Exchange Offer, it being the objective of such Registered Exchange Offer to enable each Holder electing to exchange Securities for New Securities (assuming that such Holder is not an Affiliate of the Company, acquires the New Securities in the ordinary course of such Holder's business, has no arrangements with any Person to participate in the distribution of the New Securities and is not prohibited by any law or policy of the Commission from participating in the Registered Exchange Offer) to trade such New Securities from and after their receipt without any limitations or restrictions under the Act and without material restrictions under the securities laws of a substantial proportion of the several states of the United States.

(b) In connection with the Registered Exchange Offer, the Company shall:

(i) mail to each Holder a copy of the Prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(ii) keep the Registered Exchange Offer open for not less than 30 Business Days and not more than 45 Business Days after the date notice thereof is mailed to the Holders (or, in each case, longer if required by applicable law);

(iii) use its reasonable best efforts to keep the Exchange Offer Registration Statement continuously effective under the Act, supplemented and amended as required, under the Act to ensure that it is available for sales of New Securities by Exchanging Dealers during the Exchange Offer Registration Period;

(iv) utilize the services of a depositary for the Registered Exchange Offer with an address in the Borough of Manhattan in New York City, which may be the Trustee, the New Securities Trustee or an Affiliate of either of them;

(v) permit Holders to withdraw tendered Securities at any time prior to the close of business, New York time, on the last Business Day on which the Registered Exchange Offer is open;

(vi) prior to effectiveness of the Exchange Offer Registration Statement, provide a supplemental letter to the Commission (A) stating that the Company is conducting the Registered Exchange Offer in reliance on the position of the Commission in Exxon Capital Holdings Corporation (pub.

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avail. May 13, 1988), Morgan Stanley and Co., Inc. (pub. avail. June 5,  
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1991) and Shearman & Sterling (pub. avail. July 2, 1993); and (B) including  
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a representation that the Company has not entered into any arrangement or understanding with any Person to distribute the New Securities to be received in the Registered Exchange Offer and that, to the best of the Company's information and belief, each Holder participating in the Registered Exchange Offer is acquiring the New Securities in the ordinary course of business and has no arrangement or understanding with any Person to participate in the distribution of the New Securities; and

(vii) comply in all material respects with all applicable laws.

(c) As soon as practicable after the close of the Registered Exchange Offer, the Company shall:

(i) accept for exchange all Securities tendered and not validly withdrawn pursuant to the Registered Exchange Offer;

(ii) deliver to the Trustee for cancellation in accordance with Section 4(s) all Securities so accepted for exchange; and

(iii) cause the New Securities Trustee promptly to authenticate and deliver to each Holder of Securities a principal amount of New Securities equal to the principal amount of the Securities of such Holder so accepted for exchange.

(d) Each Holder hereby acknowledges and agrees that any Broker-Dealer and any such Holder using the Registered Exchange Offer to participate in a distribution of the New Securities (x) could not under Commission policy as in effect on the date of this Agreement rely on the position of the Commission in Morgan Stanley and Co., Inc. (pub. avail. June 5, 1991) and Exxon Capital  
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Holdings Corporation (pub. avail. May 13, 1988) and Shearman & Sterling (July 2,  
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1993) and similar no-action letters; and (y) must comply with the registration and prospectus delivery requirements of the Act in connection with any secondary resale transaction

which must be covered by an effective registration statement containing the selling security holder information required by Item 507 or 508, as applicable, of Regulation S-K under the Act if the resales are of New Securities obtained by such Holder in exchange for Securities acquired by such Holder directly from the Company or one of its Affiliates. Accordingly, as a condition to its participation in the Registered Exchange offer, each Holder participating in the Registered Exchange Offer shall be required to represent to the Company in the Letter of Transmittal in the Registered Exchange Offer or by other means that, at the time of the consummation of the Registered Exchange Offer:

(i) any New Securities received by such Holder will be acquired in the ordinary course of business;

(ii) such Holder will have no arrangement or understanding with any Person to participate in the distribution of the Securities or the New Securities within the meaning of the Act; and

(iii) such Holder is not an Affiliate of the Company.

(e) If any Purchaser determines that it is not eligible to participate in the Registered Exchange Offer with respect to the exchange of Securities constituting any portion of an unsold allotment, at the request of such Purchaser, the Company shall issue and deliver to such Purchaser or the Person purchasing New Securities registered under a Shelf Registration Statement as contemplated by Section 3 hereof from such Purchaser, in exchange for such Securities, a like principal amount of New Securities. The Company shall use its best efforts to cause the CUSIP Service Bureau to issue the same CUSIP number for such New Securities as for New Securities issued pursuant to the Registered Exchange Offer.

### 3. Shelf Registration. If (i) due to any change in law or applicable

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interpretations thereof by the Commission's staff, the Company determines upon advice of its outside counsel that it is not permitted to effect the Registered Exchange Offer as contemplated by Section 2 hereof, or (ii) for any other reason the Registered Exchange Offer is not consummated within 225 days of the Issue Date (or, if such 225th day is not a Business Day, the next succeeding Business Day) or the Exchange Offer Registration Statement is not declared effective within 180 days of the Issue Date (or if such 180th day is not a Business Day, the next succeeding Business Day); (iii) any Purchaser so requests with respect to Securities that are not eligible to be exchanged for New Securities in the Registered Exchange Offer and that are held by it following consummation of the Registered Exchange Offer; (iv) any Holder (other than a Purchaser) is not eligible to participate in the Registered Exchange Offer or does not receive freely tradeable New Securities in the Registered Exchange Offer other than by reason of such Holder being an Affiliate of the Company; or (v) in the case of any Purchaser that participates in the Registered Exchange Offer or acquires New Securities pursuant to Section 2(f) hereof, such Purchaser does not receive freely tradeable New Securities in exchange for Securities constituting any portion of an unsold allotment (it being understood that (x) the requirement that a Purchaser deliver a Prospectus containing the information required by Item 507 or 508 of Regulation S-K under the Act in connection with sales of New Securities acquired in exchange for such Securities shall result in such New Securities being not "freely tradeable"; and (y) the requirement that an Exchanging Dealer deliver a Prospectus in connection with sales of New Securities acquired in



the Registered Exchange Offer in exchange for Securities acquired as a result of market-making activities or other trading activities shall not result in such New Securities being not "freely tradeable"), the Company shall effect a Shelf Registration Statement in accordance with subsection (b) below.

(a) (i) The Company shall as promptly as practicable (but in no event more than 90 days after so required or requested pursuant to this Section 3 (or, if such 90th day is not a Business Day, the next succeeding Business Day)), file with the Commission and thereafter (but in no event more than 180 days after the date the Company was required or requested to make such filing pursuant to this Section 3 (or, if such 180th day is not a Business Day, the next succeeding Business Day)) use its reasonable best efforts to cause to be declared effective under the Act a Shelf Registration Statement relating to the offer and sale of the Securities or the New Securities, as applicable, by the Holders thereof from time to time in accordance with the methods of distribution elected by such Holders and set forth in such Shelf Registration Statement; provided, however,

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that no Holder (other than a Purchaser) shall be entitled to have the Securities held by it covered by such Shelf Registration Statement unless such Holder agrees in writing to be bound by all of the provisions of this Agreement applicable to such Holder; and provided further, that with respect to New

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Securities received by a Purchaser in exchange for Securities constituting any portion of an unsold allotment, the Company may, if permitted by current interpretations by the Commission's staff, file a post-effective amendment to the Exchange Offer Registration Statement containing the information required by Item 507 or 508 of Regulation S-K, as applicable, in satisfaction of its obligations under this subsection with respect thereto, and any such Exchange Offer Registration Statement, as so amended, shall be referred to herein as, and governed by the provisions herein applicable to, a Shelf Registration Statement. Notwithstanding anything in this Section 3, Special Interest shall accrue only in accordance with the provisions of Section 6 hereof.

(ii) The Company shall use its best efforts to keep the Shelf Registration Statement continuously effective, supplemented and amended as required by the Act, in order to permit the Prospectus forming part thereof to be usable by Holders from the date the Shelf Registration Statement is declared effective by the Commission until the earlier of: (i) such date as all the Securities covered by the Shelf Registration Statement have been sold, or (ii) the date on which all of the Securities held by persons that are not Affiliates of the Company may be resold without registration pursuant to Rule 144(k) under the Act (such period being called the "Shelf Registration Period"). The Company shall be deemed not to have used its best efforts to keep the Shelf Registration Statement effective during the requisite period if it voluntarily takes any action that would result in Holders of Securities covered thereby not being able to offer and sell such Securities during that period, unless (A) such action is required by applicable law; or (B) such action is taken by the Company in good faith and for valid business reasons (not including avoidance of the Company's obligations hereunder), including the acquisition or divestiture of assets, so long as the Company promptly thereafter complies with the requirements of Section 4(k) hereof, if applicable.

(b) Not less than 30 calendar days prior to the Effective Time of any Shelf Registration Statement required under this Agreement, the Company shall mail the Notice and Questionnaire (the "Notice and Questionnaire") attached as Annex E hereto to the Holders of Transfer Restricted Securities; no Holder shall be entitled to be named as a selling securityholder

in the Shelf Registration Statement as of the Effective Time, and no Holder shall be entitled to use the prospectus forming a part thereof for resales of Securities at any time, unless such Holder has returned a completed and signed Notice and Questionnaire to the Company by the deadline for response set forth therein; provided, however, that holders of Transfer Restricted Securities shall have at least 28 calendar days from the date on which the Notice and Questionnaire is first mailed to such Holders to return a completed and signed Notice and Questionnaire to the Company.

(c) After the Effective Time of any Shelf Registration Statement required to be filed under this Agreement, Holders of Transfer Restricted Securities who did not timely return a Notice and Questionnaire to the Company may return a Notice and Questionnaire at any time and may request to be included in such Shelf Registration Statement. If:

(i) the Company can include such Holder with respect to its Transfer Restricted Securities by means of a prospectus supplement filed pursuant to Rule 424(b) of the Act or by means a registration statement filed pursuant to Rule 462(b) of the Act, then the Company shall file such Rule 424(b) supplement or Rule 462(b) registration statement with the Commission within 10 Business Days of its receipt of the Notice and Questionnaire;

(ii) the Company, in the opinion of its counsel, cannot include such Holder with respect to its Transfer Restricted Securities by means of a prospectus supplement to the prospectus contained as part of such effective Shelf Registration Statement or by means a related registration statement filed pursuant to Rule 462(b) of the Act, the Company shall promptly take any action reasonably necessary to enable such a Holder to use a registration statement for resale of Transfer Restricted Securities, including, without limitation, any action necessary to identify such Holders or selling securityholder in a new Shelf Registration Statement which the Company shall promptly file and cause to be declared effective to cover the resale of the Transfer Restricted Securities that are the subject of such request.

(d) In the event of a Shelf Registration Statement, in addition to the information required to be provided in the Notice and Questionnaire, the Company may require Holders to furnish to the Company additional information regarding such Holder and such Holder's intended method of distribution of Securities as may be required in order to comply with the Securities Act. Each Holder agrees to notify the Company as promptly as practicable of any inaccuracy or change in information previously furnished by such Holder to the Company or of the occurrence of any event in either case as a result of which any prospectus relating to the Shelf Registration Statement contains or would contain an untrue statement of a material fact regarding such Holder or such Holder's intended method of disposition of such Securities or omits to state any material fact regarding such Holder or such Holder's intended method of disposition of such Securities required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and promptly to furnish to the Company any additional information or required so that such prospectus shall not contain, with respect to such Holder or the disposition of such Securities, an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing.

4. Additional Registration Procedures. In connection with any Shelf

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Registration Statement and, to the extent applicable, any Exchange Offer  
Registration Statement, the following provisions shall apply.

(a) The Company shall:

(i) furnish to you, not less than five Business Days prior to the filing thereof with the Commission, a copy of any Exchange Offer Registration Statement and any Shelf Registration Statement, and each amendment thereof and each amendment or supplement, if any, to the Prospectus included therein (including all documents incorporated by reference therein after the initial filing) and shall use its reasonable best efforts to reflect in each such document, when so filed with the Commission, such comments as you reasonably propose;

(ii) include the information set forth in Annex A hereto on the facing page of the Exchange Offer Registration Statement, in Annex B hereto in the forepart of the Exchange Offer Registration Statement in a section setting forth details of the Exchange Offer, in Annex C hereto in the underwriting or plan of distribution section of the Prospectus contained in the Exchange Offer Registration Statement, and in Annex D hereto in the letter of transmittal delivered pursuant to the Registered Exchange Offer;

(iii) if requested by a Purchaser, include the information required by Item 507 or 508 of Regulation S-K, as applicable, in the Prospectus contained in the Exchange Offer Registration Statement; and

(iv) in the case of a Shelf Registration Statement, include the names of the Holders that propose to sell Securities pursuant to the Shelf Registration Statement as selling security holders.

(b) The Company shall ensure that:

(i) any Registration Statement and any amendment thereto and any Prospectus forming part thereof and any amendment or supplement thereto complies in all material respects with the Act and the rules and regulations thereunder; and

(ii) any Registration Statement and any amendment thereto does not, when it becomes effective, contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(c) The Company shall advise you, the Holders of Securities covered by any Shelf Registration Statement and any Exchanging Dealer under any Exchange Offer Registration Statement that has provided in writing to the Company a telephone or facsimile number and address for notices, and, if requested by you or any such Holder or Exchanging Dealer, shall confirm such advice in writing (which notice pursuant to clauses (ii)-(v) hereof shall be accompanied by an instruction to suspend the use of the Prospectus until the Company shall have remedied the basis for such suspension):

(i) when a Registration Statement and any amendment thereto has been filed with the Commission and when the Registration Statement or any post-effective amendment thereto has become effective;

(ii) of any request by the Commission for any amendment or supplement to the Registration Statement or the Prospectus or for additional information;

(iii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose;

(iv) of the receipt by the Company of any notification with respect to the suspension of the qualification of the securities included therein for sale in any jurisdiction or the initiation of any proceeding for such purpose;

(v) of the happening of any event that requires any change in the Registration Statement or the Prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in the light of the circumstances under which they were made) not misleading; and

(vi) each Holder of Securities agrees by acquisition of such Securities that, upon actual receipt of any notice from the Company of the happening of any event of the kind described in Section 4(c)(ii), (iii), (iv), and (v) hereof, such Holder will forthwith discontinue any and all dispositions of such Securities by means of the Registration Statement or Prospectus until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 4(b), or until it is advised in writing (the "Advice") by the Company that the use of the applicable Prospectus may be resumed, and has received copies of any amendments or supplements thereto provided, however, that this paragraph shall not prohibit any Holder from engaging in dispositions of the Securities through means other than pursuant to the Registration Statement or Prospectus, as long as such dispositions comply with applicable laws.

(d) The Company shall use its best efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement or the qualification of the securities therein for sale in any jurisdiction at the earliest possible time.

(e) The Company shall furnish to each Holder of Securities covered by any Shelf Registration Statement, without charge, at least one copy of such Shelf Registration Statement and any post-effective amendment thereto, including all material incorporated therein by reference, and, if the Holder so requests in writing, all exhibits thereto (including exhibits incorporated by reference therein).

(f) The Company shall, during the Shelf Registration Period, deliver to each Holder of Securities covered by any Shelf Registration Statement, without charge, as many copies of the Prospectus (including each preliminary Prospectus) included in such Shelf Registration Statement and any amendment or supplement thereto as such Holder may reasonably request. The Company consents to the use of the Prospectus or any amendment or

supplement thereto by each of the selling Holders of securities in connection with the offering and sale of the securities covered by the Prospectus, or any amendment or supplement thereto, included in the Shelf Registration Statement.

(g) The Company shall furnish to each Exchanging Dealer which so requests, without charge, at least one copy of the Exchange Offer Registration Statement and any post-effective amendment thereto, including all material incorporated by reference therein, and, if the Exchanging Dealer so requests in writing, all exhibits thereto (including exhibits incorporated by reference therein).

(h) The Company shall promptly deliver to each Purchaser, each Exchanging Dealer and each other Person required to deliver a Prospectus during the Exchange Offer Registration Period, without charge, as many copies of the Prospectus included in such Exchange Offer Registration Statement and any amendment or supplement thereto as any such Person may reasonably request. The Company consents to the use of the Prospectus or any amendment or supplement thereto by any Purchaser, any Exchanging Dealer and any such other Person that may be required to deliver a Prospectus following the Registered Exchange Offer in connection with the offering and sale of the New Securities covered by the Prospectus, or any amendment or supplement thereto, included in the Exchange Offer Registration Statement.

(i) Prior to the Registered Exchange Offer or any other offering of Securities pursuant to any Registration Statement, the Company shall arrange, if necessary, for the qualification of the Securities or the New Securities for sale under the laws of such jurisdictions as any Holder shall reasonably request and will maintain such qualification in effect so long as required; provided that in no event shall the Company be obligated to qualify to do business in any jurisdiction where it is not then so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the Initial Placement, the Registered Exchange Offer or any offering pursuant to a Shelf Registration Statement, in any such jurisdiction where it is not then so subject or otherwise subject itself to taxation in any such jurisdiction.

(j) The Company shall cooperate with the Holders of Securities to facilitate the timely preparation and delivery of certificates representing New Securities or Securities to be issued or sold pursuant to any Registration Statement free of any restrictive legends and in such denominations and registered in such names as Holders may request.

(k) Upon the occurrence of any event contemplated by subsections (c)(ii) through (v) above, the Company shall promptly prepare a post-effective amendment to the applicable Registration Statement or an amendment or supplement to the related Prospectus or file any other required document so that, as thereafter delivered to Purchasers of the securities included therein, the Prospectus will not include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company

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may delay preparing, filing and distributing any such supplements or amendments (and continue the suspension of the use of the prospectus) if the Company determines in good faith that such supplement or amendment would, in the reasonable judgment of the Company, (i) interfere with or affect the negotiation or completion of a transaction that is being contemplated by the

Company (whether or not a final decision has been made to undertake such transaction) or (ii) involve initial or continuing disclosure obligations that are not in the best interests of the Company's shareholders at such time; provided, further, that neither such delay nor such suspension with respect to

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all matters in clause (i) or (ii) shall extend for a period of more than 30 days in any three-month period or more than 90 days for all such periods in any twelve-month period and shall not affect the Company's obligations to pay Special Interest as contemplated by Section 6 hereof.

(l) In such circumstances, the period of effectiveness of the Exchange Offer Registration Statement provided for in Section 2 and the Shelf Registration Statement provided for in Section 3(b) shall each be extended by the number of days from and including the date of the giving of a notice of suspension pursuant to Section 4(c) to and including the date when the Purchasers, the Holders of the Securities and any known Exchanging Dealer shall have received such amended or supplemented Prospectus pursuant to this Section.

(m) Not later than the effective date of any Registration Statement, the Company shall provide CUSIP numbers for the Securities or the New Securities, as the case may be, registered under such Registration Statement and provide the Trustee with printed certificates for such Securities or New Securities, in a form eligible for deposit with The Depository Trust Company.

(n) The Company shall comply with all applicable rules and regulations of the Commission and shall make generally available to its security holders no later than 45 days after the end of any 12-month period (or 90 days after the end of any 12-month period if such period is a fiscal year), an earnings statement satisfying the provisions of Section 11(a) of the Act and Rule 158 thereunder (or any similar rule under the Act) for a period of at least 12 months beginning on the first day of the first fiscal quarter after the effective date of the applicable Registration Statement.

(o) The Company shall cause the Indenture or the New Securities Indenture, as the case may be, to be qualified under the Trust Indenture Act in a timely manner.

(p) The Company may require each Holder of securities to be sold pursuant to any Shelf Registration Statement to furnish to the Company such information regarding the Holder and the distribution of such securities as the Company may from time to time reasonably require for inclusion in such Registration Statement. The Company may exclude from such Shelf Registration Statement the Securities of any Holder that fails to furnish such information within a reasonable time after receiving such request.

(q) In the case of any Shelf Registration Statement, the Company shall enter into such agreement and take all other appropriate actions (including if requested an underwriting agreement in customary form) in order to expedite or facilitate the registration or the disposition of the Securities, and in connection therewith, if an underwriting agreement is entered into, cause the same to contain indemnification provisions and procedures no less favorable than those set forth in Section 7 (or such other provisions and procedures acceptable to the Majority Holders and the Managing Underwriters, if any, with respect to all parties to be indemnified pursuant to Section 7).

(r) In the case of any Shelf Registration Statement, the Company shall:

(i) make reasonably available for inspection by the Holders of Securities to be registered thereunder, any underwriter participating in any disposition pursuant to such Registration Statement, and any attorney, accountant or other agent retained by the Holders or any such underwriter all relevant and reasonably requested financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries;

(ii) cause the Company's officers, directors and employees to supply all relevant information reasonably requested by the Holders or any such underwriter, attorney, accountant or agent in connection with any such Registration Statement as is customary for similar due diligence examinations; provided, however, that any information that is designated in

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writing by the Company, in good faith, as confidential at the time of delivery of such information shall be kept confidential by the Holders or any such underwriter, attorney, accountant or agent, unless such disclosure is made in connection with a court proceeding or required by law, or such information becomes available to the public generally or through a third party without an accompanying obligation of confidentiality;

(iii) make such representations and warranties to the Holders of Securities registered thereunder and the underwriters, if any, in form, substance and scope as are customarily made by issuers to underwriters in primary underwritten offerings and covering matters including, but not limited to, those set forth in the Purchase Agreement;

(iv) obtain opinions of counsel to the Company and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the Managing Underwriters, if any) addressed to each selling Holder and the underwriters, if any, covering such matters as are customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such Holders and underwriters;

(v) obtain "cold comfort" letters and updates thereof from the independent certified public accountants of the Company (and, if necessary, any other independent certified public accountants of any subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data are, or are required to be, included in the Registration Statement), addressed to each selling Holder of Securities registered thereunder and the underwriters, if any, who have provided such accountants with a representation letter if required to do so under Statement on Auditing Standards No. 72 in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with primary underwritten offerings;

(vi) deliver such documents and certificates as may be reasonably requested by the Majority Holders and the Managing Underwriters, if any, including those to evidence compliance with Section 4(k) and with any customary conditions

contained in the underwriting agreement or other agreement entered into by the Company; and

(vii) after the Effective Time of the Shelf Registration Statement, upon the request of any Holder, promptly send a Notice and Questionnaire to such Holder; provided that the Company shall not be required to take any action to name such Holder as a selling securityholder in the Shelf Registration Statement or to enable such holder to use the prospectus forming a part thereof for resales of Securities except in accordance with Section 3(c) hereof.

The actions set forth in clauses (iii), (iv), (v) and (vi) of this Section shall be performed at (A) the effectiveness of such Registration Statement and each post-effective amendment thereto; and (B) each closing under any underwriting or similar agreement as and to the extent required thereunder.

(s) In the case of any Exchange Offer Registration Statement, the Company shall:

(i) make reasonably available for inspection by each Purchaser, and any attorney, accountant or other agent retained by such Purchaser, all relevant financial and other records, pertinent corporate documents and properties of the Company and its subsidiaries;

(ii) cause the Company's officers, directors and employees to supply all relevant information reasonably requested by such Purchaser or any such attorney, accountant or agent in connection with any such Registration Statement as is customary for similar due diligence examinations; provided,

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however, that any information that is designated in writing by the Company,  
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in good faith, as confidential at the time of delivery of such information shall be kept confidential by such Purchaser or any such attorney, accountant or agent, unless such disclosure is made in connection with a court proceeding or required by law, or such information becomes available to the public generally or through a third party without an accompanying obligation of confidentiality;

(iii) make such representations and warranties to such Purchaser, in form, substance and scope as are customarily made by issuers to underwriters in primary underwritten offerings and covering matters including, but not limited to, those set forth in the Purchase Agreement;

(iv) obtain opinions of counsel to the Company and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to such Purchaser and its counsel, addressed to such Purchaser, covering such matters as are customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such Purchaser or its counsel;

(v) obtain "cold comfort" letters and updates thereof from the independent certified public accountants of the Company (and, if necessary, any other independent certified public accountants of any subsidiary of the Company or of any business acquired by the Company for which financial statements and financial data are,



or are required to be, included in the Registration Statement), addressed to such Purchaser, in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with primary underwritten offerings as permitted by Statement on Auditing Standards No. 72, or if requested by such Purchaser or its counsel in lieu of a "cold comfort" letter, an agreed-upon procedures letter under Statement on Auditing Standards No. 35, covering matters requested by such Purchaser or its counsel; and

(vi) deliver such documents and certificates as may be reasonably requested by such Purchaser or its counsel, including those to evidence compliance with Section 4(k) and with conditions customarily contained in underwriting agreements.

The foregoing actions set forth in clauses (iii), (iv), (v), and (vi) of this Section shall be performed at the close of the Registered Exchange Offer and the effective date of any post-effective amendment to the Exchange Offer Registration Statement.

(t) If a Registered Exchange Offer is to be consummated, upon delivery of the Securities by Holders to the Company (or to such other Person as directed by the Company) in exchange for the New Securities, the Company shall mark, or caused to be marked, on the Securities so exchanged that such Securities are being canceled in exchange for the New Securities. In no event shall the Securities be marked as paid or otherwise satisfied.

(u) The Company will use its reasonable best efforts (i) if the Securities have been rated prior to the initial sale of such Securities, to confirm such ratings will apply to the Securities or the New Securities, as the case may be, covered by a Registration Statement; or (ii) if the Securities were not previously rated, to cause the Securities covered by a Registration Statement to be rated with at least one nationally recognized statistical rating agency, if so requested by Majority Holders with respect to the related Registration Statement or by any Managing Underwriters.

(v) In the event that any Broker-Dealer shall underwrite any Securities or participate as a member of an underwriting syndicate or selling group or "assist in the distribution" (within the meaning of the Rules of Fair Practice and the By-Laws of the National Association of Securities Dealers, Inc.) thereof, whether as a Holder of such Securities or as an underwriter, a placement or sales agent or a broker or dealer in respect thereof, or otherwise, assist such Broker-Dealer in complying with the requirements of such Rules and By-Laws, including, without limitation, by:

(i) if such Rules or By-Laws shall so require, engaging a "qualified independent underwriter" (as defined in such Rules) to participate in the preparation of the Registration Statement, to exercise usual standards of due diligence with respect thereto and, if any portion of the offering contemplated by such Registration Statement is an underwritten offering or is made through a placement or sales agent, to recommend the yield of such Securities;

(ii) indemnifying any such qualified independent underwriter to the extent of the indemnification of underwriters provided in Section 7 hereof; and

(iii) providing such information to such Broker-Dealer as may be required in order for such Broker-Dealer to comply with the requirements of such Rules.

(w) The Company shall use its reasonable best efforts to take all other steps necessary to effect the registration of the Securities or the New Securities, as the case may be, covered by a Registration Statement.

5. Registration Expenses. The Company shall bear all expenses incurred in

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connection with the performance of its obligations under Sections 2, 3 and 4 hereof and, in the event of any Shelf Registration Statement, will reimburse the Holders for the reasonable fees and disbursements of one firm or counsel designated by the Majority Holders to act as counsel for the Holders in connection therewith, and, in the case of any Exchange Offer Registration Statement, will reimburse the Purchasers for the reasonable fees and disbursements of one firm or counsel acting in connection therewith. Notwithstanding the foregoing, the Holders shall pay all agency fees and commissions and underwriting discounts and commissions and the fees and disbursements of any counsel or other advisors or experts retained by such Holders (severally or jointly), other than the counsel specifically referred to above.

6. Special Interest Under Certain Circumstances. The Company, the

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Purchasers and each Holder of Transfer Restricted Securities agree by acquisition of such Securities that the Holders of Transfer Restricted Securities will suffer damages if a Registration Default (as defined below) occurs and that it would not be feasible to ascertain the extent of such damages with precision. Accordingly, the Company, the Purchasers and each Holder of Transfer Restricted Securities agree that the following "Special Interest" (as defined below) provisions shall constitute liquidated damages in the event of a "Registration Default" (as defined below) and shall constitute the sole remedy of the Purchasers and each Holder of Transfer Restricted Securities for any Registration Defaults.

(a) In accordance with the terms of the Securities, additional interest ("Special Interest") with respect to the Securities and New Securities shall be assessed as follows if any of the following events occur (each such event in clauses (i) through (iv) below being herein called a "Registration Default"):

(i) on or prior to the 90th day following the Issue Date, neither the Exchange Offer Registration Statement nor the Shelf Registration Statement has been filed with the Commission;

(ii) on or prior to the 180th day following the Issue Date, neither the Exchange Offer Registration Statement nor the Shelf Registration Statement has been declared effective;

(iii) on or prior to the 225th day following the Issue Date, neither the Registered Exchange Offer has been consummated nor the Shelf Registration Statement has been declared effective; or

(iv) any Registration Statement required by this Agreement has been declared effective by the Commission but (A) such Registration Statement thereafter ceases to be effective or (B) such Registration Statement or the related prospectus ceases

to be usable in connection with resales of Transfer Restricted Securities during the periods specified herein because either (1) any event occurs as a result of which the related prospectus forming part of such Registration Statement would include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or (2) it shall be necessary to amend such Registration Statement or supplement the related prospectus, to comply with the Act or the Exchange Act or the respective rules thereunder;

Each of the foregoing shall constitute a Registration Default whatever the reason for any such event and whether it is voluntary or involuntary or is beyond the control of the Company or pursuant to operation of law or as a result of any action or inaction by the Commission; provided, however, that the Company

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shall in no event be required to pay liquidated damages for more than one Registration Default at any given time.

Special Interest shall accrue on the Securities or New Securities, as the case may be, over and above the interest set forth in the title of the Securities from and including the date on which any such Registration Default shall occur to but excluding the date on which all such Registration Defaults shall have been cured, at a rate of 0.25% per annum (the "Special Interest Rate") for the first 90-day period immediately following the occurrence of such Registration Default. The Special Interest Rate shall increase by an additional 0.25% per annum with respect to each subsequent 90-day period until all Registration Defaults have been cured, up to a maximum Special Interest Rate of 1.0% per annum.

(b) Any amounts of Special Interest due pursuant to Section 6(a) will be payable in cash on the regular interest payment dates with respect to the Securities. The amount of Special Interest will be determined by multiplying the applicable Special Interest Rate by the principal amount of the Securities and further multiplied by a fraction, the numerator of which is the number of days such Special Interest Rate was applicable during such period (determined on the basis of a 360-day year comprised of twelve 30-day months), and the denominator of which is 360.

7. Indemnification and Contribution. (a) The Company agrees to indemnify

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and hold harmless each Holder of Securities or New Securities, as the case may be, covered by any Registration Statement (including each Purchaser and, with respect to any Prospectus delivery as contemplated in Section 4(h) hereof, each Exchanging Dealer), the directors, officers, employees and agents of each such Holder and each Person who controls any such Holder within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement as originally filed or in any amendment thereof, or in any preliminary Prospectus or the Prospectus, or in any amendment thereof or supplement thereto, 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 not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably

incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company will not

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be liable in any case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company by or on behalf of any such Holder specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Company may otherwise have.

The Company also agrees to indemnify or contribute as provided in Section 7(d) to Losses of any underwriter of Securities or New Securities, as the case may be, registered under a Shelf Registration Statement, their directors, officers, employees or agents and each Person who controls such underwriter on substantially the same basis as that of the indemnification of the Purchasers and the selling Holders provided in this Section 7(a) and shall, if requested by any Holder, enter into an underwriting agreement reflecting such agreement, as provided in Section 4(p) hereof.

(b) Each Holder of securities covered by a Registration Statement (including each Purchaser and, with respect to any Prospectus delivery as contemplated in Section 4(h) hereof, each Exchanging Dealer) severally agrees to indemnify and hold harmless the Company each of its directors each of its officers who signs such Registration Statement and each Person who controls the Company within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company to each such Holder, but only with reference to written information relating to such Holder furnished to the Company by or on behalf of such Holder specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any such Holder may otherwise have.

(c) Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and is prejudiced thereby; and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party's choice at the indemnifying party's expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such

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counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably

concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent includes (i) an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and (ii) does not include a statement as to or an admission of fault or failure to act by or on behalf of any indemnified party. No indemnifying party shall be liable under subsections (a), (b) or (c) of this Section for any settlement of any claim or action effected without its consent, which consent will not be unreasonably withheld; provided, however, that such

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indemnifying party has notified in writing the indemnified party of its refusal to accept such settlement within 30 days of its receipt of a notice from the indemnified party outlining the terms of such settlement.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section is unavailable to or insufficient to hold harmless an indemnified party for any reason, then each applicable indemnifying party shall have a joint and several obligation to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively "Losses") to which such indemnified party may be subject in such proportion as is appropriate to reflect the relative benefits received by such indemnifying party, on the one hand, and such indemnified party, on the other hand, from the Initial Placement and the Registration Statement which resulted in such Losses; provided, however,

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that in no case shall any Purchaser of any Security or New Security be responsible, in the aggregate, for any amount in excess of the purchase discount or commission applicable to such Security, or in the case of a New Security, applicable to the Security that was exchangeable into such New Security, as set forth in the Final Memorandum, nor shall any underwriter be responsible for any amount in excess of the underwriting discount or commission applicable to the securities purchased by such underwriter under the Registration Statement which resulted in such Losses, nor shall any subsequent Holder of any Security or New Security be responsible, in the aggregate, for any amount in excess of the net proceeds received by such Holder from the resale of such securities under the Registration Statement which resulted in such Losses. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the indemnifying party and the indemnified party shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of such indemnifying party, on the one hand, and such indemnified party, on the other hand, in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company shall be deemed to be equal to the sum of (x) the total net proceeds from the Initial Placement (before deducting expenses) as set forth in the Final Memorandum and (y) the total amount of additional interest which the Company was not required to pay as a result of registering the securities covered by the Registration Statement which resulted in such Losses. Benefits received by the Purchasers shall be deemed to be equal to the total purchase discounts and commissions as set forth in the

Final Memorandum, and benefits received by any other Holders shall be deemed to be equal to the value of receiving Securities or New Securities, as applicable, registered under the Act. Benefits received by any underwriter shall be deemed to be equal to the total underwriting discounts and commissions, as set forth on the cover page of the Prospectus forming a part of the Registration Statement which resulted in such Losses. Relative fault shall be determined by reference to, among other things, whether any alleged untrue statement or omission relates to information provided by the indemnifying party, on the one hand, or by the indemnified party, on the other hand, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The parties agree that it would not be just and equitable if contribution were determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. For purposes of this Section, each Person who controls a Holder within the meaning of either the Act or the Exchange Act and each director, officer, employee and agent of such Holder shall have the same rights to contribution as such Holder, and each Person who controls the Company within the meaning of either the Act or the Exchange Act, each officer of the Company who shall have signed the Registration Statement and each director of the Company shall have the same rights to contribution as the Company, subject in each case to the applicable terms and conditions of this paragraph (d).

(e) The provisions of this Section will remain in full force and effect, regardless of any investigation made by or on behalf of any Holder or the Company or any of the officers, directors or controlling Persons referred to in this Section hereof, and will survive the sale by a Holder of securities covered by a Registration Statement.

#### 8. Underwritten Registrations. In connection with any Shelf Registration

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Statement required under this Agreement, the Company may enter into one or more underwriting agreements, engagement letters, agency agreements, "best efforts" underwriting agreements or similar agreements, as appropriate, including customary provisions relating to indemnification and contribution, and take such other actions in connection therewith as the Majority Holders shall request in order to expedite or facilitate the disposition of such Securities.

(a) If any of the Securities or New Securities, as the case may be, covered by any Shelf Registration Statement are to be sold in an underwritten offering, the Managing Underwriters shall be selected by the Majority Holders provided that such Managing Underwriters shall be reasonably satisfactory to the Company.

(b) No Person may participate in any underwritten offering pursuant to any Shelf Registration Statement, unless such Person (i) agrees to sell such Person's Securities or New Securities, as the case may be, on the basis reasonably provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements; and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

9. No Inconsistent Agreements. The Company has not, as of the date hereof,  
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entered into, nor shall it, on or after the date hereof, enter into, any  
agreement with respect to its securities that is inconsistent with the rights  
granted to the Holders herein or otherwise conflicts with the provisions hereof.

10. Amendments and Waivers. The provisions of this Agreement, including the  
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provisions of this sentence, may not be amended, qualified, modified or  
supplemented, and waivers or consents to departures from the provisions hereof  
may not be given, unless the Company has obtained the written consent of the  
Majority Holders (or, after the consummation of any Registered Exchange Offer in  
accordance with Section 2 hereof, of New Securities); provided that, with  
respect to any matter that directly or indirectly affects the rights of any  
Purchaser hereunder, the Company shall obtain the written consent of each such  
Purchaser against which such amendment, qualification, supplement, waiver or  
consent is to be effective. Notwithstanding the foregoing (except the foregoing  
proviso), a waiver or consent to departure from the provisions hereof with  
respect to a matter that relates exclusively to the rights of Holders whose  
Securities or New Securities, as the case may be, are being sold pursuant to a  
Registration Statement and that does not directly or indirectly affect the  
rights of other Holders may be given by the Majority Holders, determined on the  
basis of Securities or New Securities, as the case may be, being sold rather  
than registered under such Registration Statement.

11. Notices. All notices and other communications provided for or permitted  
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hereunder shall be made in writing by hand-delivery, first-class mail, telex,  
telecopier or air courier guaranteeing overnight delivery:

(a) if to a Holder, at the most current address given by such holder to  
the Company in accordance with the provisions of this Section, which address  
initially is, with respect to each Holder, the address of such Holder maintained  
by the Registrar under the Indenture, with copies in like manner to each of  
Salomon Smith Barney Inc. and Donaldson, Lufkin, Jenrette Securities  
Corporation.

(b) if to you, initially at the respective addresses set forth in the  
Purchase Agreement; and

(c) if to the Company, initially at its address set forth in the Purchase  
Agreement with a copy to Company counsel at the following address:

Hale and Dorr LLP  
60 State Street  
Boston, MA 02109-1803  
Attn: David E. Redlick  
Tel: (617) 526-6000  
Facsimile: (617) 526-5000

All such notices and communications shall be deemed to have been duly given  
when received.

The Purchasers or the Company by notice to the other parties may designate  
additional or different addresses for subsequent notices or communications.

12. Successors. This Agreement shall inure to the benefit of and be binding

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upon the successors and assigns of each of the parties, including, without the need for an express assignment or any consent by the Company thereto, subsequent Holders of Securities and the New Securities. The Company hereby agrees to extend the benefits of this Agreement to any Holder of Securities and the New Securities, and any such Holder may specifically enforce the provisions of this Agreement as if an original party hereto. At such time as Credit Suisse First Boston Corporation succeeds to the business of Donaldson, Lufkin, Jenrette Securities Corporation, whether by merger, sale of assets or otherwise, Credit Suisse First Boston shall be considered a successor of Donaldson, Lufkin, Jenrette Securities Corporation.

13. Counterparts. This agreement may be in signed counterparts, each of

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which shall an original and all of which together shall constitute one and the same agreement.

14. Headings. The headings used herein are for convenience only and shall

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not affect the construction hereof.

15. Applicable Law. This Agreement shall be governed by and construed in

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accordance with the laws of the State of New York applicable to contracts made and to be performed in the State of New York.

16. Severability. In the event that any one of more of the provisions

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contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected thereby, it being intended that all of the rights and privileges of the parties shall be enforceable to the fullest extent permitted by law.

17. Securities Held by the Company, Etc. Whenever the consent or approval

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of Holders of a specified percentage of principal amount of Securities or New Securities is required hereunder, Securities or New Securities, as applicable, held by the Company or its Affiliates (other than subsequent Holders of Securities or New Securities if such subsequent Holders are deemed to be Affiliates solely by reason of their holdings of such Securities or New Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage.



If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company and the several Purchasers.

Very truly yours,

AMERICAN TOWER CORPORATION

By:

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Name:

Title:

The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

Donaldson, Lufkin & Jenrette Securities Corporation  
Salomon Smith Barney Inc.  
Deutsche Banc Alex. Brown Inc.  
Goldman, Sachs & Co.  
Lehman Brothers Inc.  
TD Securities (USA) Inc.  
BNY Capital Markets, Inc.  
Chase Securities Inc.  
RBC Dominion Securities Corporation  
Scotia Capital (USA) Inc.  
Banc of America Securities LLC  
BMO Nesbitt Burns Inc.  
Credit Lyonnais Securities (USA) Inc.  
McDonald Investments Inc.  
Thomas Weisel Partners LLC

By: Donaldson, Lufkin, Jenrette Securities Corporation

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

- - and-

By: Salomon Smith Barney Inc.

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

For themselves and the other several Purchasers named in Schedule I to the Purchase Agreement and the Reallocation Purchasers named in and Annex I of the Letter Agreement.

Each Broker-Dealer that receives New Securities for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Securities. The Letter of Transmittal states that by so acknowledging and by delivering a prospectus, a Broker-Dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Act. This Prospectus, as it may be amended or supplemented from time to time, may be used by a Broker-Dealer in connection with resales of New Securities received in exchange for Securities where such Securities were acquired by such Broker-Dealer as a result of market-making activities or other trading activities. The Company has agreed that, starting on the Expiration Date (as defined herein) and ending on the close of business 180 days after the Expiration Date, it will make this Prospectus available to any Broker-Dealer for use in connection with any such resale. See "Plan of Distribution".

Each Broker-Dealer that receives New Securities for its own account in exchange for Securities, where such Securities were acquired by such Broker-Dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such New Securities. See "Plan of Distribution".

## PLAN OF DISTRIBUTION

Each Broker-Dealer that receives New Securities for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Securities. This Prospectus, as it may be amended or supplemented from time to time, may be used by a Broker-Dealer in connection with resales of New Securities received in exchange for Securities where such Securities were acquired as a result of market-making activities or other trading activities. The Company has agreed that, starting on the Expiration Date and ending on the close of business 180 days after the Expiration Date, it will make this Prospectus, as amended or supplemented, available to any Broker-Dealer for use in connection with any such resale. In addition, until date that 180 days from Issue Date, 2001 all dealers effecting transactions in the New Securities may be required to deliver a prospectus.

The Company will not receive any proceeds from any sale of New Securities by brokers-dealers. New Securities received by Broker-Dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the New Securities or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such Broker-Dealer and/or the purchasers of any such New Securities. Any Broker-Dealer that resells New Securities that were received by it for its own account pursuant to the Exchange Offer and any broker or dealer that participates in a distribution of such New Securities may be deemed to be an "underwriter" within the meaning of the Act and any profit of any such resale of New Securities and any commissions or concessions received by any such Persons may be deemed to be underwriting compensation under the Act. The Letter of Transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a Broker-Dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Act.

For a period of 180 days after the Expiration Date, the Company will promptly send additional copies of this Prospectus and any amendment or supplement to this Prospectus to any Broker-Dealer that requests such documents in the Letter of Transmittal. The Company has agreed to pay all expenses incident to the Exchange Offer (including the expenses of one counsel for the holder of the Securities) other than commissions or concessions of any brokers or dealers and will indemnify the holders of the Securities (including any Broker-Dealers) against certain liabilities, including liabilities under the Act.

## Rider A

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CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10  
ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR  
SUPPLEMENTS THERETO.

Name:

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Address:

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## Rider B

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If the undersigned is not a Broker-Dealer, the undersigned represents that it  
acquired the New Securities in the ordinary course of its business, it is not  
engaged in, and does not intend to engage in, a distribution of New Securities  
and it has not made arrangements or understandings with any Person to  
participate in a distribution of the New Securities. If the undersigned is a  
Broker-Dealer that will receive New Securities for its own account in exchange  
for Securities, it represents that the Securities to be exchanged for New  
Securities were acquired by it as a result of market-making activities or other  
trading activities and acknowledges that it will deliver a prospectus in  
connection with any resale of such New Securities; however, by so acknowledging  
and by delivering a prospectus, the undersigned will not be deemed to admit that  
it is an "underwriter" within the meaning of the Act.

AMERICAN TOWER CORPORATION

INSTRUCTION TO DTC PARTICIPANTS

(Date of Mailing)

URGENT -- IMMEDIATE ATTENTION REQUESTED

DEADLINE FOR RESPONSE: [DATE]

The Depositary Trust Company ("DTC") has identified you as a DTC Participant through which beneficial interests in the American Tower Corporation (the "Company") 9% Senior Notes due 2009 (the "Securities") are held.

The Company is in the process of registering the Securities under the Securities Act of 1933 for resale by the beneficial owners thereof. In order to have their Securities included in the registration statement, beneficial owners must complete and return the enclosed Notice of Registration Statement and Selling Securityholder Questionnaire.

It is important that beneficial owners of the Securities receive a copy of the enclosed materials as soon as possible as their rights to have the Securities included in the registration statement depend upon their returning the Notice and Questionnaire by [DEADLINE FOR RESPONSE]. Please forward a copy of the enclosed documents to each beneficial owner that holds interest in the Securities through you. If you require more copies of the enclosed materials or have any questions pertaining to this matter, please contact American Tower Corporation, 116 Huntington Avenue, 11th Floor, Boston, MA 02116, Attention: General Counsel.

AMERICAN TOWER CORPORATION

(Notice of Registration Statement and Selling  
Securityholder Questionnaire  
(Date)

Reference is hereby made to the Registration Rights Agreement (the "Registration Rights Agreement") between American Tower Corporation (the "Company") and the Purchasers named therein. Pursuant to the American Tower Corporation Registration Rights Agreement, the Company has filed with the United States Securities and Exchange Commission (the "Commission") a registration statement on Form \_\_\_\_ (the "Shelf Registration Statement") for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the "Securities Act"), of the Company's 9% Senior Notes due 2009, (the "Securities"). A copy of the Registration Rights Agreement is attached hereto. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

Each beneficial owner of Transfer Restricted Securities (as defined below) is entitled to have the Transfer Restricted Securities beneficially owned by it included in the Shelf Registration Statement. In order to have Transfer Restricted Securities included in the Shelf Registration Statement, this Notice of Registration Statement and Selling Securityholder Questionnaire ("Notice and Questionnaire") must be completed, executed and delivered to the Company's counsel of the address set forth herein for receipt ON OR BEFORE [DEADLINE FOR RESPONSE]. Beneficial owners of Transfer Restricted Securities who do not complete, execute and return this Notice and Questionnaire by such date (i) will not be named as selling securityholders in the Shelf and Registration Statement and (ii) may not use the Prospectus forming a part thereof for resales of Transfer Securities.

Certain legal consequences arise from being named as a selling securityholder in the Shelf Registration Statement and related Prospectus. Accordingly, holders and beneficial owners of Transfer Restricted Securities are advised to consult their own securities law counsel regarding the consequence of being named or not being named as a selling securityholder in the Shelf Registration Statement and related Prospectus.

The term "TRANSFER RESTRICTED SECURITIES" is defined in the Registration Rights Agreement.



#### ELECTION

The undersigned holder (the "Selling Securityholder") of Transfer Restricted Securities hereby elects to include in the Shelf Registration Statement the Transfer Restricted Securities beneficially owned by it and listed below in Item (3). The undersigned, by signing and returning this Notice and Questionnaire, agrees to be bound with respect to such Transfer Restricted Securities by the terms and conditions of this Notice and Questionnaire and the Registration Rights Agreement, as if the undersigned Selling Securityholder were an original party thereto.

Upon any sale of Transfer Restricted Securities pursuant to the Shelf Registration Statement, the Selling Securityholder will be required to deliver to the Company and Trustee the Notice of Transfer set forth as Annex F to the Registration Rights Agreement. The Selling Securityholder hereby provides the following information to the Company and represents and warrants that such information is accurate and complete:

QUESTIONNAIRE

(1) (a) Full Legal Name of Selling Securityholder:

(b) Full Legal Name of Holder (if not the same as in (a) above) of Transfer Restricted Securities Listed in Item (3) below:

(c) Full Legal Name of DTC Participant (if applicable and if not the same as (b) above) Through Which Transfer Restricted Securities Listed in Item (3) below are Held:

(2) Address for Notices to Selling Securityholder:

Telephone:

Fax:

Contact Person:

(3) Beneficial Ownership of Securities:

Except as set forth below in this Item (3), the undersigned does not beneficially own any Securities.

(a) Principal amount of Transfer Restricted Securities beneficially owned: \_\_\_\_\_ CUSIP No(s) of such Transfer Restricted Securities\_\_\_\_\_

(b) Principal amount of Securities other than Transfer Restricted Securities beneficially owned: \_\_\_\_\_ CUSIP No(s). of such other Securities\_\_\_\_\_

(c) Principal amount of Transfer Restricted Securities which the undersigned wishes to be included in the Shelf Registration Statement: \_\_\_\_\_ CUSIP No(s). of such Transfer Restricted Securities to be included in the Shelf Registration Statement\_\_\_\_\_

(4) Beneficial Ownership of other Securities of the Company:

Except as set forth below in this Item (4), the undersigned Selling Securityholder is not the beneficial or registered owner of any other securities of the Company, other than the Securities listed above in Item (3).

State any exceptions here:

(5) Relationships with the Company:

Except as set forth below, neither the Selling Securityholder nor any of its affiliates, officers, directors or principal equity holders (5% or more) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

(6) Plan of Distribution:

State any exceptions here:

Except as set forth below, the undersigned Selling Securityholder intends to distribute the Transfer Restricted Securities listed above in Item (3) only as follows (if at all): Such Transfer

Restricted Securities may be sold from time to time directly by the undersigned Selling Securityholder or, alternatively, through underwriters, broker-dealers or agents. Such Transfer Restricted Securities may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of sale, at varying prices determined at the time of sale, or at negotiated prices. Such sales may be effected in transactions (which may involve crosses or block transactions) (i) on any national securities exchange or quotation service on which the Registered Securities may be listed or quoted at the time of sale, (ii) in the over-the-counter market, (iii) in transactions otherwise than on such exchanges or services or in the over-the-counter market, or (iv) through the writing of options. In connection with sales of the Transfer Restricted Securities or otherwise, the Selling Securityholder may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the Transfer Restricted Securities in the course of hedging the positions they assume. The Selling Securityholder may also sell Transfer Restricted Securities short and deliver Transfer Restricted Securities to close out such short positions, or loan or pledge Transfer Restricted Securities to broker-dealers that in turn may sell such securities

State any exceptions here:

By signing below, the Selling Securityholder acknowledges that it understands its obligation to comply, and agrees that it will comply, with the provisions of the Exchange Act and the rules and regulations thereunder, particularly Regulation M.

In the event that the Selling Securityholder transfers all or any portion of the Transfer Restricted Securities listed in Item (3) above after the date on which such information is provided to the Company, the Selling Securityholder agrees to notify the transferee(s) at the time of the transfer of its rights and obligations under this Notice and Questionnaire and the Exchange and Registration Rights Agreement.

By signing below, the Selling Securityholder consents to the disclosure of the information contained herein in its answers to Items (1) through (6) above and the inclusion of such information in the Shelf Registration Statement and related Prospectus. The Selling Securityholder understands that such information will be relied upon by the Company in connection with the preparation of the Shelf Registration Statement and related Prospectus. In accordance with the Selling Securityholder's obligation under Section 3(e) of the Exchange and Registration Rights Agreement to provide such information as may be required by law for inclusion in the Shelf Registration Statement, the Selling Securityholder agrees to promptly notify the Company of any inaccuracies or changes in the information provided herein which may occur subsequent to the date hereof at any time while the Shelf Registration Statement remains in effect. All notices hereunder and pursuant to the Registration Rights Agreement shall be made in writing, by hand-delivery, or air courier guaranteeing overnight delivery as follows:

(i) To the Company:

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(ii) With a copy to:

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Once this Notice and Questionnaire is executed by the Selling Securityholder and received by the Company's counsel, the terms of this Notice and Questionnaire, and the representations and warranties contained herein, shall be binding on, shall inure to the benefit of and shall be enforceable by the respective successors, heirs, personal representatives, and assigns of the Company and the Selling Securityholder (with respect to the Transfer Restricted Securities beneficially owned by such Selling Securityholder and listed in Item (3) above. This Agreement shall be governed in all respects by the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Dated:

Selling Securityholder  
(Print/type full legal name of beneficial owner of Transfer Restricted Securities)

By:  
Name:  
Title:

PLEASE RETURN THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE FOR RECEIPT ON OR BEFORE [DEADLINE FOR RESPONSE] TO THE COMPANY'S COUNSEL AT:

- -----  
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- -----  
- -----  
- -----

Notice of Transfer Pursuant to Registration Statement

America Tower Corporation  
The Bank of New York  
[Address]

Attention: Trust Officer

Re: 9 3/8% Senior Notes Due 2009

Dear Sirs:

Please be advised that \_\_\_\_\_ has transferred  
\$ \_\_\_\_\_ aggregate principal amount of the above-referenced Notes  
pursuant to an effective Registration Statement on Form [ ] (File No. 333- )  
filed by the Company.

We hereby certify that the prospectus delivery requirements, if any, of  
the Securities Act of 1933, as amended, have been satisfied and that the  
above-named beneficial owner of the Notes is named as a "Selling Holder" in the  
Prospectus dated [DATE] or in supplements thereto, and that the aggregate  
principal amount of the Notes transferred are the Notes listed in such  
Prospectus opposite such owner's name.

Dated:

Very truly yours,

-----  
(Name)

By: (Authorized Signature)

AMERICAN TOWER CORPORATION

\$1,000,000,000  
9 3/8% Notes Due 2009

PURCHASE AGREEMENT  
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January 24, 2001

DONALDSON, LUFKIN, JENRETTE SECURITIES CORPORATION  
(an affiliate Credit Suisse First Boston Corporation),  
SALOMON SMITH BARNEY INC.,  
BNY CAPITAL MARKETS, INC.,  
DEUTSCHE BANC ALEX. BROWN,  
GOLDMAN, SACHS & CO.,  
LEHMAN BROTHERS INC.,  
CHASE SECURITIES INC.,  
RBC DOMINION SECURITIES CORPORATION,  
SCOTIA CAPITAL (USA) INC.,  
TD SECURITIES (USA) INC.

c/o Donaldson, Lufkin, Jenrette Securities Corporation,  
Eleven Madison Avenue,  
New York, New York 10010

Salomon Smith Barney Inc.  
338 Greenwich Street  
New York, New York 10013

Dear Sirs:

1. Introductory. American Tower Corporation, a Delaware corporation (the "Company"), proposes, subject to the terms and conditions stated herein, to issue and sell to the several initial purchasers named in Schedule A hereto (the "Purchasers") \$1,000,000,000 aggregate principal amount (the "Offered Securities") of its 9 3/8% Notes Due 2009 (the "Notes"). The Notes are to be issued under an indenture (the

"Indenture") between the Company and The Bank of New York, as Trustee on a private placement basis pursuant to exemptions under Section 4(2) and Regulation S of the United States Securities Act of 1933 (the "Securities Act").

Subsidiaries of the Company have entered into a Credit Agreement, dated as of January 6, 2000, among Verestar, Inc., American Towers, Inc. and American Tower L.P., respectively, and Toronto Dominion (Texas) Inc. as Administrative Agent, and the other lenders under such agreement (as heretofore amended, the "Credit Agreement"). The Company is seeking to enter into the Credit Agreement Amendment (as hereinafter defined) to permit the issuance of the Offered Securities.

The Company hereby agrees with the several Purchasers as follows:

2. Representations and Warranties of the Company. The Company represents and warrants to, and agrees with, the several Purchasers that:

(1) A preliminary offering circular and an offering circular relating to the Offered Securities to be offered by the Purchasers have been prepared by the Company. Such preliminary offering circular and offering circular, as supplemented as of the date of this Agreement, including the documents incorporated by reference therein and any other document approved by the Company for use in connection with the contemplated resale of the Offered Securities, are hereinafter collectively referred to as the "Offering Document". On the date of this Agreement, the Offering Document does not include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Offering Document based upon written information furnished to the Company by any Purchaser through Donaldson, Lufkin, Jenrette Securities Corporation ("DLJ") and Salomon Smith Barney Inc. ("SSB") specifically for use therein, it being understood and agreed that the only such information is that described as such in Section 7(b). On the date filed with the Commission, the Company's Annual Report on Form 10-K most recently filed with the Commission and all subsequent reports (collectively, the "Exchange Act Reports") that have been filed by the Company with the Commission or sent to stockholders pursuant to the



Securities Exchange Act of 1934 (the "Exchange Act") do not include any 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 the light of the circumstances under which they were made, not misleading. Such documents, when they were filed with the Commission, conformed in all material respects to the requirements of the Exchange Act and the rules and regulations of the Commission thereunder.

(2) The Company has been duly incorporated and is an existing corporation in good standing under the laws of the State of Delaware, with power and authority (corporate and other) to own its properties and conduct its business as described in the Offering Document; and the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification.

(3) Each subsidiary of the Company has been duly incorporated (or formed, as the case may be) and is an existing corporation (or limited partnership or limited liability company, as the case may be) in good standing under the laws of the jurisdiction of its incorporation (or formation), with power and authority (corporate and other) to own its properties and conduct its business as described in the Offering Document; and each subsidiary of the Company is duly qualified to do business as a foreign corporation in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where failure so to qualify and be in good standing would not, individually or in the aggregate, have a material adverse effect on the Company and its subsidiaries taken as a whole; all of the issued and outstanding capital stock (or partnership or other equity interests) of each subsidiary of the Company has been duly authorized and validly issued and is fully paid and (except for any general partnership interest) nonassessable; and, except for the pledge pursuant to the Credit Agreement, the capital stock (or partnership or other equity interests) of each subsidiary owned by the Company, directly or through subsidiaries, is owned free from liens, encumbrances and defects.

(4) No consent, approval, authorization, or order of, or filing with, any governmental agency or body or any court is required for the consummation of

the transactions contemplated by this Agreement and the Registration Rights Agreement dated the date hereof, between the Company and the Purchasers (the "Registration Rights Agreement") in connection with the issuance and sale of the Offered Securities by the Company, except for the order of the Commission declaring the Exchange Offer Registration or the Shelf Registration Statement (each as defined in the Registration Rights Agreement) effective, except as may be required by the Blue Sky laws of the several states of the United States or, in the case of the Registration Rights Agreement, the Securities Act.

(5) All outstanding shares of capital stock of the Company have been duly authorized are validly issued, fully paid and nonassessable; and there are no restrictions on transfers of the Offered Securities except as required by (A) Rule 144A under the Securities Act, Regulation S under the Securities Act or otherwise described under "Transfer Restrictions" in the Offering Document and (B) the Indenture, all as described in the Offering Document under "The Offering", "Description of the Notes -- Form, Denomination, Transfer, Exchange and Book-Entry Procedures", "Plan of Distribution" and "Transfer Restrictions".

(6) The Registration Rights Agreement has been duly authorized and, when executed and delivered by the Company and the other parties thereto, will constitute a valid and legally binding obligation of the Company enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles; the Registration Rights Agreement will conform in all material respects with the description thereof contained in the Offering Document.

(7) The Indenture has been duly authorized by the Company; the Offered Securities have been duly authorized; when the Offered Securities are delivered and paid for in accordance with this Agreement on the Closing Date (as hereinafter defined), the Indenture will have been duly executed and delivered by the Company, the Offered Securities will have been duly executed, authenticated, issued and delivered and will conform to the descriptions thereof contained in the Offering Document and the Indenture, and the Offered Securities will constitute valid and legally binding

obligations of the Company, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles.

(8) Except as disclosed in the Offering Document, there are no contracts, agreements or understandings between the Company and any person that would give rise to a valid claim against the Company or any Purchaser for a brokerage commission, finder's fee or other like payment in connection with the offering of the Offered Securities.

(9) Except as disclosed in the Offering Document, the execution, delivery and performance by the Company of the Indenture, this Agreement and the Registration Rights Agreement, the issuance and sale of the Offered Securities and compliance with the respective terms and provisions thereof will not result in a breach or violation of any of the terms and provisions of, or constitute a default under, any statute, any rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or any subsidiary of the Company or any of their properties, the Credit Agreement, any other agreement or instrument to which the Company or any such subsidiary is a party or by which the Company or any such subsidiary is bound or to which any of the properties of the Company or any such subsidiary is subject, or the charter or by-laws of the Company or any such subsidiary, and the Company has full power and authority to authorize, issue and sell the Offered Securities as contemplated by this Agreement.

(10) This Agreement has been duly authorized, executed and delivered by the Company.

(11) Except as disclosed in the Offering Document or as would not, individually or in the aggregate, have a material adverse effect on the Company and its subsidiaries taken as a whole, the Company and its subsidiaries have good and marketable title to all real properties and all other properties and assets owned by them, in each case free from liens, encumbrances and defects that would materially affect the value thereof or materially interfere with the use made or to be made thereof by them; and except as disclosed in the Offering Document, the Company and its

subsidiaries hold any leased real or personal property under valid and enforceable leases with no exceptions that would materially interfere with the use made or to be made thereof by them.

(12) No labor dispute with the employees of the Company or any subsidiary exists or, to the knowledge of the Company, is imminent that might have a material adverse effect on the Company and its subsidiaries taken as a whole.

(13) The Company and its subsidiaries own, possess or can acquire on reasonable terms, adequate trademarks, trade names and other rights to inventions, know-how, patents, copyrights, confidential information and other intellectual property (collectively, "intellectual property rights") necessary to conduct the business now operated by them, or presently employed by them, and have not received any notice of infringement of or conflict with asserted rights of others with respect to any intellectual property rights that, if determined adversely to the Company or any of its subsidiaries, would individually or in the aggregate have a material adverse effect on the Company and its subsidiaries taken as a whole.

(14) Except as disclosed in the Offering Document, neither the Company nor any of its subsidiaries is in violation of any statute, any rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively, "environmental laws"), owns or operates any real property contaminated with any substance that is subject to any environmental laws, is liable for any off-site disposal or contamination pursuant to any environmental laws, or is subject to any claim relating to any environmental laws, which violation, contamination, liability or claim would individually or in the aggregate have a material adverse effect on the Company and its subsidiaries taken as a whole; and the Company is not aware of any pending investigation which might lead to such a claim.

(15) Except as disclosed in the Offering Document, there are no pending actions, suits or proceedings against or affecting the Company, any of its subsidiaries or any of their respective properties

that would reasonably be expected to individually or in the aggregate have a material adverse effect on the condition (financial or other), business, properties or results of operations of the Company and its subsidiaries taken as a whole, or would reasonably be expected to materially and adversely affect the ability of the Company to perform its obligations under the Indenture, the Registration Rights Agreement or this Agreement, or which are otherwise material in the context of the sale of the Offered Securities; and no such actions, suits or proceedings are threatened or, to the Company's knowledge, contemplated.

(16) The financial statements included in the Offering Document present fairly the consolidated financial position of the Company and its subsidiaries as of the dates shown and their results of operations and cash flows for the periods shown, and such financial statements have been prepared in conformity with the generally accepted accounting principles in the United States applied on a consistent basis; and the assumptions used in preparing the pro forma financial information included in the Offering Document provide a reasonable basis for presenting the significant effects directly attributable to the transactions or events described therein, the related pro forma adjustments give appropriate effect to those assumptions, and the pro forma columns therein reflect the proper application of those adjustments to the corresponding historical financial statement amounts.

(17) Except as disclosed in the Offering Document, and except as disclosed in the Current Report on Form 8-K, dated January 17, 2001, since the date of the latest audited financial statements included in the Offering Document (i) there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the condition (financial or other), business, properties or results of operations of the Company and its subsidiaries taken as a whole, and (ii) there has been no dividend or distribution of any kind declared, paid or made by the Company on any class of its capital stock.

(18) The Company is not an open-end investment company, unit investment trust or face-amount certificate company that is or is required to be registered under Section 8 of the United States Investment Company Act of 1940 (the "Investment Company Act"), nor is it a closed-end investment company required to be registered, but not registered,

thereunder; and the Company is not and, after giving effect to the offering and sale of the Offered Securities and the application of the proceeds thereof as described in the Offering Document, will not be an "investment company" as defined in the Investment Company Act.

(19) No securities of the same class (within the meaning of Rule 144A(d)(3) under the Securities Act) as the Offered Securities are listed on any national securities exchange registered under Section 6 of the Exchange Act or quoted in a U.S. automated inter-dealer quotation system.

(20) The offer and sale of the Offered Securities in the manner contemplated by this Agreement will be exempt from the registration requirements of the Securities Act by reason of Section 4(2) thereof; and it is not necessary to qualify an indenture in respect of the Offered Securities under the United States Trust Indenture Act of 1939 (the "Trust Indenture Act") until the filing of the Exchange Offer Registration Statement or the Shelf Registration Statement, as such terms are defined in the Registration Rights Agreement.

(21) Neither the Company, nor any of its affiliates, nor any person acting on its or their behalf (i) has, within the six-month period prior to the date hereof, offered or sold in the United States or to any US person (as such terms are defined in Regulation S under the Securities Act) the Offered Securities or any security of the same class or series as any of the foregoing, any instruments representing interests therein or any depository shares representing the right to receive any such securities or (ii) has offered or will offer or sell the Offered Securities (A) in the United States by means of any form of general solicitation or general advertising within the meaning of Rule 502(c) under the Securities Act or (B) with respect to any securities sold in reliance on Rule 903 of Regulation S by means of any directed selling efforts within the meaning of Rule 902(c) of Regulation S. The Company has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Securities except for this Agreement.

(22) The Company is subject to Section 13 or 15(d) of the Exchange Act.

3. Purchase, Sale and Delivery of Offered Securities. On the basis of the representations, warranties and agreements herein contained, but subject to the terms and conditions herein set forth, the Company agrees to sell to the Purchasers, and the Purchasers agree, severally and not jointly, to purchase from the Company, at a purchase price of 97% of the principal amount plus accrued interest, if any, from January 31, 2001 the respective principal amounts of Offered Securities set forth opposite the names of the several Purchasers in Schedule A hereto; provided, however that, notwithstanding anything to the contrary herein, the obligations of the several Purchasers to purchase and pay for the Offered Securities, and the obligations of the Company to sell to the Purchasers the Offered Securities pursuant to this Agreement shall be subject to American Tower L.P., American Towers Inc. and Verestar, Inc. (collectively, the "Borrowers") having entered into an amendment to the Credit Agreement (the "Credit Agreement Amendment") which Credit Agreement Amendment shall permit the issuance of the Offered Securities without violating the terms of the Credit Agreement.

The Company will deliver against payment of the purchase price the Offered Securities in the form of one or more permanent global Securities in definitive form (the "Offered Global Securities") deposited with The Bank of New York as custodian for The Depository Trust Company ("DTC") and registered in the name of Cede & Co., as nominee for DTC. Interests in any permanent global Securities will be held only in book-entry form through DTC, except in the limited circumstances described in the Offering Document. Payment for the Offered Securities shall be made by the Purchasers in Federal (same day) funds by official check or checks or wire transfer to an account previously designated to each of DLJ and SSB by the Company at a bank acceptable to each of DLJ and SSB drawn to the order of the Company at the office of Hale and Dorr LLP, 60 State Street, Boston, Massachusetts at 9:30 A.M. (Eastern Standard Time) on January 31, 2001, or at such other time not later than seven full business days thereafter as DLJ, SSB and the Company determine, such time being herein referred to as the "Closing Date", against delivery to The Bank of New York as custodian for DTC of the Offered Global Securities representing all of the Offered Securities. The Offered Global Securities will be made available for checking at the New York office of The Bank of New York at least 24 hours prior to the Closing Date.

4. Representations by Purchasers; Resale by Purchasers.

(1) Each Purchaser severally represents and warrants to the Company that it is an "accredited investor" within the meaning of Regulation D under the Securities Act.

(2) Each Purchaser severally acknowledges that the Offered Securities have not been registered under the Securities Act and may not be offered or sold except pursuant to an exemption from the registration requirements of the Securities Act or as contemplated in the Registration Rights Agreement. Each Purchaser severally represents to and agrees with the Company and the other Purchasers that it has offered and sold the

Offered Securities, and will offer and sell the Offered Securities only in accordance with Rule 144A or Rule 903 under the Securities Act or as contemplated in the Registration Rights Agreement. Accordingly, neither such Purchaser nor its affiliates, nor any persons acting on its or their behalf, have engaged or will engage in any directed selling efforts with respect to the Offered Securities, and such Purchaser, its affiliates and all persons acting on its or their behalf have complied and will comply with the offering restrictions requirement of Regulation S. Each Purchaser severally agrees that, at or prior to confirmation of sale of the Offered Securities, other than a sale pursuant to Rule 144A, such Purchaser will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases the Offered Securities from it during the restricted period a confirmation or notice to substantially the following effect:

"The Securities covered hereby have not been registered under the U.S. Securities Act of 1933 (the "Securities Act") and may not be offered or sold within the United States or to, or for the account or benefit of U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the date of the commencement of the offering and the closing date, except in either case in accordance with Regulation S (or Rule 144A if available) under the Securities Act. Terms used above have the meanings given to them by Regulation S."

Terms used in this subsection (b) have the meanings given to them by Regulation S.

(3) Each Purchaser severally agrees that it and each of its affiliates has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Securities except for any such arrangements with the other Purchasers or affiliates of the other Purchasers, or with the prior written consent of the Company.

(4) Each Purchaser severally agrees with the Company and the other Purchasers that it and each of its affiliates will not offer or sell the Offered Securities by means of any form of general solicitation or general advertising, within the meaning of Rule



502(c) under the Securities Act, including, but not limited to (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television or radio, or (ii) any seminar or meeting whose attendees have been invited by any general solicitation or general advertising. Each Purchaser severally agrees, with respect to resales by it of Offered Securities purchased from the Company made in reliance on Rule 144A, other than through the National Association of Securities Dealers, Private Offerings, Resale and Trading through Automated Linkages ("PORTAL") market, to deliver either with the confirmation of such resale or otherwise prior to settlement of such resale a notice to the effect that the resale of such Offered Securities has been made in reliance upon the exemption from the registration requirements of the Securities Act provided by Rule 144A.

5. Certain Agreements of the Company. The Company agrees with the several Purchasers that:

(1) The Company will advise DLJ and SSB promptly of any proposal to amend or supplement the Offering Document and will not effect such amendment or supplementation without each of DLJ's and SSB's consent. If, at any time prior to the completion of the resale of the Offered Securities by the Purchasers, any event occurs as a result of which the Offering Document as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Company promptly will notify DLJ and SSB of such event and promptly will prepare, at its own expense, an amendment or supplement which will correct such statement or omission. Neither DLJ's nor SSB's consent to, nor the Purchasers' delivery to offerees or investors of, any such amendment or supplement shall constitute a waiver of any of the conditions set forth in Section 6.

(2) The Company will furnish to each of DLJ and SSB copies of any preliminary offering circular, the Offering Document and all amendments and supplements to such documents, in each case as soon as available and in such quantities as DLJ or SSB requests, and the Company will furnish to each of DLJ and SSB on the date hereof two copies of the Offering Document signed by a duly authorized officer of the

Company, one of which will include the independent accountants' reports therein manually signed by such independent accountants. At any time when the Company is not subject to Section 13 or 15(d) of the Exchange Act, the Company will promptly furnish or cause to be furnished to DLJ (and, upon request, to each of the other Purchasers) and, upon request of holders and prospective purchasers of the Offered Securities, to such holders and purchasers, copies of the information required to be delivered to holders and prospective purchasers of such securities pursuant to Rule 144A(d)(4) under the Securities Act (or any successor provision thereto) in order to permit compliance with Rule 144A in connection with resales by such holders of such securities. The Company will pay the expenses of printing and distributing to the Purchasers (and such holders and prospective purchasers) all such documents.

(3) The Company will arrange for the qualification of the Offered Securities for sale and the determination of their eligibility for investment under the laws of such jurisdictions in the United States and Canada as DLJ or SSB designates and will continue such qualifications in effect so long as required for the resale of the Offered Securities by the Purchasers, provided that the Company will not be required to qualify as a foreign corporation or to file a general consent to service of process in any such state or subject itself to taxation generally in any jurisdiction.

(4) During the period of five years hereafter, the Company will furnish to each of DLJ and SSB and, upon request, to each of the other Purchasers, as soon as practicable after the end of each fiscal year, a copy of its annual report to stockholders for such year; and the Company will furnish to each of DLJ and SSB and, upon request, to each of the other Purchasers (i) as soon as available, a copy of each report and any definitive proxy statement of the Company filed with the Commission under the Exchange Act or mailed to stockholders; and (ii) from time to time, such other information concerning the Company as DLJ or SSB may reasonably request.

(5) During the period of two years after the Closing Date, the Company will, upon request, furnish to DLJ, SSB, each of the other Purchasers and any holder of Offered Securities a copy of the restrictions on transfer applicable to the Offered Securities.

(6) During the period of two years after the Closing Date, the Company will not, and will not permit any of its affiliates (as defined in Rule 144 under the Securities Act) to, resell any of the Offered Securities that have been reacquired by any of them.

(7) During the period of two years after the Closing Date, the Company will not be or become, an open-end investment company, unit investment trust or face-amount certificate company that is or is required to be registered under Section 8 of the Investment Company Act, and is not, and will not be or become, a closed-end investment company required to be registered, but not registered, under the Investment Company Act.

(8) The Company will pay all expenses incidental to the performance of its obligations under this Agreement, the Indenture and the Registration Rights Agreement, including (i) the fees and expenses of the Trustee and its professional advisers; (ii) all expenses in connection with the execution, issue, authentication, packaging and initial delivery of the Offered Securities, the preparation and printing of this Agreement, the Offered Securities, the Indenture, the Registration Rights Agreement, the Offering Document and amendments and supplements thereto, and any other document relating to the issuance, offer, sale and delivery of the Offered Securities; (iii) the cost of qualifying the Offered Securities for trading in the PORTAL market and any expenses incidental thereto; and (iv) the cost of any advertising approved by the Company in connection with the issue of the Offered Securities. The Company will also pay or reimburse the Purchasers (to the extent incurred by them) for any expenses (including fees and disbursements of counsel) incurred in connection with qualification of the Offered Securities for sale under the laws of such jurisdictions in the United States and Canada as DLJ or SSB designates and the printing of memoranda relating thereto, for any fees charged by investment rating agencies for the rating of the Offered Securities, for any travel expenses of the Company's officers and employees and any other expenses of the Company in connection with attending or hosting meetings with prospective purchasers of the Offered Securities and for expenses incurred in distributing preliminary offering circulars and the Offering Document (including any amendments and supplements thereto) to the Purchasers.

(9) In connection with the offering, until both DLJ and SSB shall have notified the Company and the other Purchasers of the completion of the resale of the Offered Securities, neither the Company nor any of its affiliates has or will, either alone or with one or more other persons, bid for or purchase for any account in which it or any of its affiliates has a beneficial interest any Offered Securities or any securities which would be considered "reference securities" (as defined in Rule 100 of Regulation M under the Exchange Act) or attempt to induce any person to purchase any Offered Securities or "reference securities".

(10) For a period of 45 days after the date of the initial offering of the Offered Securities by the Purchasers, the Company will not offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, or (except as contemplated in the Registration Rights Agreement) file with the Commission a registration statement under the Securities Act relating to any indebtedness or any other debt securities issued or guaranteed by the Company which, in either case, are substantially similar to any of the Offered Securities or have a maturity of more than one year from the date of issue, or (b) any other securities convertible into or exchangeable or exercisable for substantially similar securities of the Company, or publicly disclose the intention to make any such offer, sale, pledge or disposal, without the prior written consent of each of DLJ and SSB, except pursuant to the Registration Rights Agreement and except for any such offer, sale, contract to sell, pledge or other disposition of any of the Offered Securities, and except for the filing of any shelf registration statement relating to the potential primary offering, among other securities, of debt securities or warrants to purchase such securities on a delayed basis pursuant to Rule 415 that does not disclose the terms of any specific proposed sale thereof or the terms of any specific series of securities so registered. The Company will not at any time offer, sell, contract to sell, pledge or otherwise dispose of, directly or indirectly, any securities under circumstances where such offer, sale, pledge, contract or disposition would cause the exemption afforded by Section 4(2) of the Securities Act to cease to be applicable to the offer and sale of the Offered Securities to the Purchasers.

6. Conditions of the Obligations of the Purchasers. The obligations of the several Purchasers to purchase and pay for the Offered Securities on the Closing Date will be subject to the accuracy of the representations and warranties on the part of the Company herein, to the accuracy of the statements of officers of the Company made pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions precedent:

(1) The Purchasers shall have received a letter, dated the date of this Agreement, of Deloitte & Touche LLP confirming that they are independent public accountants with respect to the Company within the meaning of the Securities Act and the applicable rules and regulations thereunder adopted by the Securities and Exchange Commission, and to the effect set forth in Schedule B hereto.

(2) The Purchasers shall have received letters, dated the date of this Agreement, of KPMG LLP in Denver, Colorado and KPMG LLP in St. Petersburg and Tampa, Florida confirming that they are independent public accountants under rule 101 of the American Institute of Certified Public Accountants Code of Professional Conduct, and its interpretation and rulings, and to the effect set forth in Schedule C hereto.

(3) Subsequent to the execution and delivery of this Agreement, there shall not have occurred (i) any change, or any development or event involving a prospective change, in the condition (financial or other), business, properties or results of operations of the Company or its subsidiaries which, in the judgment of DLJ and SSB, is material and adverse and makes it impractical or inadvisable to proceed with completion of the offering or the sale of and payment for the Offered Securities; (ii) any downgrading in the rating of any debt securities of the Company by any "nationally recognized statistical rating organization" (as defined for purposes of Rule 436(g) under the Securities Act), or any public announcement that any such organization has under surveillance or review its rating of any debt securities of the Company (other than an announcement with positive implications of a possible upgrading, and no implication of a possible downgrading, of such rating); (iii) any suspension or limitation of trading in securities generally on the New York Stock Exchange, or any setting of minimum prices for trading on such exchange or on the Nasdaq

National Market, or any suspension of trading of any securities of the Company on any exchange or in the over-the-counter market; (iv) any banking moratorium declared by U.S. Federal or New York authorities; or (v) any outbreak or escalation of hostilities in which the United States is involved, any declaration of war by Congress or any other substantial national or international calamity or emergency if, in the judgment of DLJ and SSB, the effect of any such outbreak, escalation, declaration, calamity or emergency makes it impractical or inadvisable to proceed with completion of the offering or sale of and payment for the Offered Securities.

(4) The Purchasers shall have received opinions, dated the Closing Date, of Sullivan & Worcester LLP and Hale and Dorr LLP, counsel for the Company, to the effect set forth in Schedules D-1 and D-2 hereto, respectively.

(5) The Purchasers shall have received from Sullivan & Cromwell, counsel for the Purchasers, such opinion or opinions, dated the Closing Date, with respect to the incorporation of the Company, the validity of the Offered Securities, the Offering Document, the exemption from registration for the offer and sale of the Offered Securities by the Company to the several Purchasers and the resales by the several Purchasers as contemplated hereby and other related matters as DLJ or SSB may require, and the Company shall have furnished to such counsel such documents as they may request for the purpose of enabling them to pass upon such matters.

(6) The Purchasers shall have received a certificate, dated the Closing Date, of the Chief Executive Officer of the Company and the Chief Financial Officer of the Company in which such officers, to the best of their knowledge after reasonable investigation, shall state on behalf of the Company that the representations and warranties of the Company in this Agreement are true and correct, that the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date, and that, subsequent to the date of the most recent financial statements in the Offering Document there has been no material adverse change, nor any development or event involving a prospective material adverse change, in the condition (financial or other), business, properties or results of operations of the Company and

its subsidiaries taken as a whole except as set forth in or contemplated by the Offering Document or as described in such certificate.

(7) The Purchasers shall have received letters, dated the Closing Date, of Deloitte & Touche LLP, KPMG LLP in Denver, Colorado and KPMG LLP in St. Petersburg and Tampa, Florida which meets the requirements of subsections (a) and (b) of this Section, respectively, except that the specified date referred to in such subsections will be a date not more than five days prior to the Closing Date for the purposes of this subsection.

(8) On the Closing Date, the Registration Rights Agreement, in form and substance reasonably satisfactory to the Purchasers, shall have been duly executed and delivered by the Company and in full force and effect.

(9) The Purchasers shall have received an opinion, dated the Closing Date, of Michael Milsom, Esq., Vice President of the Company and Vice President and General Counsel of Verestar Inc. to the effect set forth in Schedule E hereto.

The Company will furnish the Purchasers with such conformed copies of such opinions, certificates, letters and documents as the Purchasers reasonably request. DLJ and SSB jointly may in their sole discretion waive on behalf of the Purchasers compliance with any conditions to the obligations of the Purchasers hereunder.

7. Indemnification and Contribution. (a) The Company will indemnify and hold harmless each Purchaser against any losses, claims, damages or liabilities, joint or several, to which such Purchaser may become subject, under the Securities Act or the Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Offering Document, or any amendment or supplement thereto, or any related preliminary offering circular or the Exchange Act Reports, or arise out of or are based upon the omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and will reimburse each Purchaser for any legal or other expenses reasonably incurred by such Purchaser in connection with investigating or defending any such loss, claim, damage, liability or action as such

expenses are incurred; provided, however, that the Company will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement in or omission or alleged omission from any of such documents in reliance upon and in conformity with written information furnished to the Company by any Purchaser through DLJ and SSB specifically for use therein, it being understood and agreed that the only such information consists of the information described as such in subsection (b) below.

(1) Each Purchaser will severally and not jointly indemnify and hold harmless the Company against any losses, claims, damages or liabilities to which the Company may become subject, under the Securities Act or the Exchange Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Offering Document, or any amendment or supplement thereto, or any related preliminary offering circular, or arise out of or are based upon the omission or the alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information furnished to the Company by such Purchaser through DLJ and SSB specifically for use therein, and will reimburse any legal or other expenses reasonably incurred by the Company in connection with investigating or defending any such loss, claim, damage, liability or action as such expenses are incurred, it being understood and agreed that the only such information furnished by any Purchaser consists of the following information in the Offering Document furnished on behalf of each Purchaser: the third to last paragraph at the bottom of the cover page concerning the terms of the offering by the Purchasers, the disclosure concerning market-making appearing in the tenth paragraph under the caption "Plan of Distribution," the disclosure concerning over-allotment, stabilizing, covering transactions and penalty bids appearing in the eleventh paragraph under the caption "Plan of Distribution," and the material relationship disclosure appearing in the twelfth paragraph under the caption "Plan of Distribution".

(2) Promptly after receipt by an indemnified party under this Section of notice of the commencement of any action, such indemnified party will, if a claim in



respect thereof is to be made against the indemnifying party under subsection (a) or (b) above, notify the 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 under subsection (a) or (b) above. In case any such action is brought against any indemnified party and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein and, to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Section for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened action in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party unless such settlement includes (i) an unconditional release of such indemnified party from all liability on any claims that are the subject matter of such action and (ii) does not include a statement as to or an admission of fault or failure to act by or on behalf of any indemnified party. No indemnifying party shall be liable under subsections (a), (b) or (c) of this Section for any settlement of any claim or action effected without its consent, which consent will not be unreasonably withheld; provided, however, that such

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indemnifying party has notified in writing the indemnified party of its refusal to accept such settlement within 30 days of its receipt of a notice from the indemnified party outlining the terms of such settlement.

(3) If the indemnification provided for in this Section is unavailable or insufficient to hold harmless an indemnified party under subsection (a) or (b) above, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of the losses, claims, damages or liabilities referred to in subsection (a) or (b) above (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Purchasers on the other from the offering of the Offered Securities or (ii) if the

allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Company on the one hand and the Purchasers on the other in connection with the statements or omissions which resulted in such losses, claims, damages or liabilities as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Purchasers on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total discounts and commissions received by the Purchasers from the Company under this Agreement. 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 Company or the Purchasers and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The amount paid by an indemnified party as a result of the losses, claims, damages or liabilities referred to in the first sentence of this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any action or claim which is the subject of this subsection (d). Notwithstanding the provisions of this subsection (d), no Purchaser shall be required to contribute any amount in excess of the amount by which the total price at which the Offered Securities purchased by it were resold exceeds the amount of any damages which such Purchaser has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. The Purchasers' obligations in this subsection (d) to contribute are several in proportion to their respective purchase obligations and not joint.

(4) The obligations of the Company under this Section shall be in addition to any liability which the Company may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls any Purchaser within the meaning of the Securities Act or the Exchange Act; and the obligations of the Purchasers under this Section shall be in addition to any liability which the respective Purchasers may otherwise have and shall extend, upon the same terms and conditions, to each person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act.

8. Default of Purchasers. If any Purchaser or Purchasers default in their obligations to purchase Offered Securities hereunder on the Closing Date and the aggregate

principal amount of Offered Securities that such defaulting Purchaser or Purchasers agreed but failed to purchase does not exceed 10% of the total principal amount of Offered Securities that the Purchasers are obligated to purchase on the Closing Date, DLJ or SSB may make arrangements satisfactory to the Company for the purchase of such Offered Securities by other persons, including any of the Purchasers, but if no such arrangements are made by the Closing Date, the non-defaulting Purchasers shall be obligated severally, in proportion to their respective commitments hereunder, to purchase the Offered Securities that such defaulting Purchasers agreed but failed to purchase on the Closing Date. If any Purchaser or Purchasers so default and the aggregate principal amount of Offered Securities with respect to which such default or defaults occur exceeds 10% of the total principal amount of Offered Securities that the Purchasers are obligated to purchase on the Closing Date and arrangements satisfactory to DLJ, SSB and the Company for the purchase of such Offered Securities by other persons are not made within 36 hours after such default, this Agreement will terminate without liability on the part of any non-defaulting Purchaser or the Company, except as provided in Section 9. As used in this Agreement, the term "Purchaser" includes any person substituted for a Purchaser under this Section. Nothing herein will relieve a defaulting Purchaser from liability for its default.

9. Survival of Certain Representations and Obligations. The respective indemnities, agreements, representations, warranties and other statements of the Company or its officers and of the several Purchasers set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation, or statement as to the results thereof, made by or on behalf of any Purchaser, the Company or any of their respective representatives, officers or directors or any controlling person, and will survive delivery of and payment for the Offered Securities. If this Agreement is terminated pursuant to Section 8 or if for any reason the purchase of the Offered Securities by the Purchasers is not consummated, the Company shall remain responsible for the expenses to be paid or reimbursed by it pursuant to Section 5 and the respective obligations of the Company and the Purchasers pursuant to Section 7 shall remain in effect and if any Offered Securities have been purchased hereunder the representations and warranties in Section 2 and all obligations under Section 5 shall also remain in effect. If the purchase of the Offered Securities by the Purchasers is not consummated for any reason other than solely because of the termination of this Agreement pursuant to Section 8, the Company will reimburse the Purchasers for all out-of-pocket expenses (including fees and disbursements of counsel) reasonably

incurred by them in connection with the offering of the Offered Securities.

10. Notices. All communications hereunder will be in writing and, if sent to the Purchasers, will be mailed, delivered or telegraphed and confirmed to the Purchasers, c/o Credit Suisse First Boston Corporation, Eleven Madison Avenue, New York, N.Y. 10010-3629, Attention: Transactions Advisory Group and c/o Salomon Smith Barney Inc., 338 Greenwich Street, New York, N.Y. 10013, Attention: General Counsel, or, if sent to the Company, will be mailed, delivered or telegraphed and confirmed to it at 116 Huntington Avenue, Boston, MA 02116, Attention: Steven B. Dodge; provided, however, that any notice to a Purchaser pursuant to Section 7 will be mailed, delivered or telegraphed and confirmed to such Purchaser.

11. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the controlling persons referred to in Section 7, and no other person will have any right or obligation hereunder, except that holders and prospective purchasers of Offered Securities shall be entitled to enforce the agreements for their benefit contained in the second and third sentences of Section 5(b) hereof against the Company as if such holders were parties hereto. In this Agreement, "DLJ" means Donaldson, Lufkin, Jenrette Securities Corporation until such time as Credit Suisse First Boston Corporation succeeds to DLJ's business, whether by merger, sale of assets or otherwise, at which time "DLJ" will mean Credit Suisse First Boston Corporation, which shall be considered a successor of DLJ hereunder and shall be treated as having assumed DLJ's obligations hereunder, including those under Section 3.

12. Representation of Purchasers. DLJ and SSB will act for the several Purchasers in connection with this purchase, and any action under this Agreement taken by DLJ and SSB jointly, or severally when herein so authorized, will be binding upon all the Purchasers.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same Agreement.

14. Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

The Company hereby submits to the non-exclusive jurisdiction of the Federal and state courts in the Borough

of Manhattan in The City of New York in any suit or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

15. Reallocations. The Company may elect, by written notice to DLJ and SSB received by them by 5:00pm, New York time, on January 25, 2001, to reallocate underwriting commitments for up to \$50 million aggregate principal amount of Offered Securities from DLJ and SSB to up to six Purchasers or other persons reasonably satisfactory to DLJ and SSB (the "Reallocation Purchasers"). The Company's notice must specify the names of the Reallocation Purchasers and the respective principal amounts (the "Reallocation Amounts") of Offered Securities to be reallocated to and underwritten by them. If (i) the Company makes such a reallocation election and (ii) any Reallocation Purchasers that are not Purchasers (x) are reasonably satisfactory to DLJ and SSB and (y) authorize DLJ and SSB to act for them to commit to this Section and otherwise under this Agreement, then the underwriting commitments of DLJ and SSB hereunder to purchase Offered Securities shall be reduced by the aggregate Reallocation Amounts (such reduction to be applied approximately evenly between DLJ and SSB, or as they may agree) and the Reallocation Purchasers shall be obligated severally to purchase their respective Reallocation Amounts of such Offered Securities. As used in this Agreement, the term "Purchaser" includes any Reallocation Purchaser under this Section.

If the foregoing is in accordance with the Purchasers' understanding of our agreement, kindly sign and return to us one of the counterparts hereof, whereupon it will become a binding agreement between the Company and the several Purchasers in accordance with its terms.

Very truly yours,  
AMERICAN TOWER CORPORATION

By \_\_\_\_\_  
Joseph L. Winn  
Chief Financial Officer

The foregoing Purchase Agreement is hereby confirmed and accepted as of the date first above written.

DONALDSON, LUFKIN, JENRETTE  
SECURITIES CORPORATION,  
SALOMON SMITH BARNEY INC.,  
BNY CAPITAL MARKETS, INC.,  
DEUTSCHE BANC ALEX. BROWN,  
GOLDMAN, SACHS & CO.,  
LEHMAN BROTHERS INC.,  
CHASE SECURITIES INC.,  
RBC DOMINION SECURITIES CORPORATION,  
SCOTIA CAPITAL (USA) INC.,  
TD SECURITIES (USA) INC.

By DONALDSON, LUFKIN, JENRETTE  
SECURITIES CORPORATION

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

By SALOMON SMITH BARNEY INC.

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

For themselves and the other several Purchasers named in Schedule A to the foregoing Agreement.

SCHEDULE A

Purchasers - - - - -	Principal Amount Offered Securities - - - - -
Donaldson, Lufkin, Jenrette Securities Corporation....	\$ 290,002,000
Salomon Smith Barney Inc. ....	290,002,000
BNY Capital Markets, Inc.....	83,333,000
Deutsche Banc. Alex Brown, Inc. ....	83,333,000
Goldman, Sachs & Co.....	83,333,000
Lehman Brothers Inc.....	83,333,000
Chase Securities Inc.....	21,666,000
RBC Dominion Securities Corporation .....	21,666,000
Scotia Capital (USA) Inc.....	21,666,000
	- - - - -
TD Securities (USA) Inc.....	21,666,000
	- - - - -
Total.....	\$ 1 ,000,000,000
	- - - - -

SCHEDULE B

Letter of Independent Public Accountants  
Referred to in Section 6(a)

(i) they have performed the procedures specified by the American Institute of Certified Public Accountants for a review of interim financial information as described in Statement of Auditing Standards No. 71, Interim Financial Information, on the unaudited financial statements incorporated by reference or included in the Offering Document and in the Exchange Act Reports;

(ii) on the basis of the review referred to in clause (i) above, a reading of the latest available interim financial statements of the Company, inquiries of officials of the Company who have responsibility for financial and accounting matters and other specified procedures, nothing came to their attention that caused them to believe that:

(A) the unaudited financial statements incorporated by reference in the Offering Document or in the Exchange Act Reports do not comply as to form in all material respects with the applicable accounting requirements of the Exchange Act and the related published rules and regulations thereunder or any material modifications should be made to such unaudited financial statements for them to be in conformity with generally accepted accounting principles; or

(B) at the date of the latest available balance sheet read by such accountants, or at a subsequent specified date not more than five days prior to the date of this Agreement, there was any change in the capital stock or any increase in short-term debt or long-term debt of the Company and its consolidated subsidiaries or, at the date of the latest available balance sheet read by such accountants, as compared with amounts shown on the latest balance sheet incorporated by reference in the Offering Document; and



(iii) they have compared specified dollar amounts (or percentages derived from such dollar amounts) and other financial information contained or incorporated by reference in the Offering Document and the Exchange Act Reports (in each case to the extent that such dollar amounts, percentages and other financial information are derived from the general accounting records of the Company and its subsidiaries subject to the internal controls of the Company's accounting system or are derived directly from such records by analysis or computation) with the results obtained from inquiries, a reading of such general accounting records and other procedures specified in such letter and have found such dollar amounts, percentages and other financial information to be in agreement with such results, except as otherwise specified in such letter.

SCHEDULE C

Letter of Independent Public Accountants  
Referred to in Section 6(b)

(i) in their opinion the financial statements and schedules examined by them and incorporated by reference in the Offering Document comply in form in all material respects with the applicable accounting requirements of the Act and the related published rules and regulations thereunder;

(ii) on the basis of the review referred to in clause (i) above and to the extent applicable, a reading of the latest available interim financial statements of the company for which they performed the procedures specified in this Schedule C (each an "Audited Company"), inquiries of officials of the Audited Company who have responsibility for financial and accounting matters and other specified procedures, nothing came to their attention that caused them to believe that:

(A) the unaudited financial statements incorporated by reference in the Offering Document or in the Exchange Act Reports do not comply as to form in all material respects with the applicable accounting requirements of the Exchange Act and the related published rules and regulations thereunder or any material modifications should be made to such unaudited financial statements for them to be in conformity with generally accepted accounting principles;

(B) at the date of the latest available balance sheet read by such accountants, or at a subsequent specified date not more than five days prior to the date of this Agreement, there was any change in the capital stock or any increase in short-term debt or long-term debt of the Audited Company and its consolidated subsidiaries or, at the date of the latest available balance sheet read by such accountants, there was any decrease in consolidated net current assets or net assets, as compared with amounts shown on the latest balance sheet incorporated by reference in the Offering Document; or

(C) for the period from the closing date of the latest income statement included in the Offering Document to the closing date of the latest available income statement read by such accountants there were any decreases, as compared with the corresponding period of the previous year and with the period of corresponding length ended the date of the latest income statement incorporated by reference in the Offering Document, in consolidated net revenues, operating income (defined as net revenues less operating expenses, excluding depreciation, amortization and corporate expenses) or in other income and expense, net, or in the total amounts of consolidated income (loss) before extraordinary items or net income (loss);

except in all cases set forth in clauses (B) and (C) above for changes, increases or decreases which the Offering Document discloses have occurred or may occur or which are described in such letter; and

(iii) they have compared specified dollar amounts (or percentages derived from such dollar amounts) and other financial information contained or incorporated by reference in the Offering Document (in each case to the extent that such dollar amounts, percentages and other financial information are derived from the general accounting records of the entity whose financial statements they have audited subject to the internal controls of such entity's accounting system or are derived directly from such records by analysis or computation) with the results obtained from inquiries, a reading of such general accounting records and other procedures specified in such letter and have found such dollar amounts, percentages and other financial information to be in agreement with such results, except as otherwise specified in such letter.

SCHEDULE D-1

Opinion of Sullivan & Worcester, Counsel for the Company  
Referred to in Section 6(d)

(i) Each of the Company and its subsidiaries listed on Annex I hereto has been duly incorporated (or formed, as the case may be) and each of the Company and its subsidiaries is an existing corporation (or limited partnership or limited liability company, as the case may be) in good standing under the laws of the jurisdiction of its incorporation, with corporate, partnership or limited liability company power and authority to own its properties and conduct its business as described in the Offering Document; and is duly qualified to do business as a foreign corporation (or other entity) in good standing in all other jurisdictions in which its ownership or lease of property or the conduct of its business requires such qualification, except where the failure to be so qualified would not individually have a material adverse effect on the Company and its subsidiaries taken as a whole;

(ii) All outstanding shares of capital stock of the Company have been duly authorized and validly issued, are fully paid and nonassessable;

(iii) No consent, approval, authorization or order of, or filing with, any governmental agency or body or any court is required for the consummation of the transactions contemplated by this Agreement, the Indenture or the Registration Rights Agreement in connection with the issuance or sale of the Offered Securities by the Company, except that such counsel need not express any opinion as to (x) such as may be required by the Communications Act, or the rules, regulations and orders of the FCC promulgated thereunder, (y) such as may be required by the Blue Sky laws of the several states of the United States and (z) in the case of the Registration Rights Agreement, such as may be required under the Securities Act;

(iv) The execution, delivery and performance by the Company of the Indenture, the Registration Rights Agreement and this Agreement, the issuance and sale of the Offered Securities and compliance with the respective terms and provisions thereof will not result in a breach or violation of any of the terms and provisions of, or constitute a

default under, any statute, any rule, regulation or order of any governmental agency or body or any court having jurisdiction over the Company or any subsidiary of the Company or any of their properties, or, to such counsel's knowledge, any agreement or instrument to which the Company or any such subsidiary is a party or by which the Company or any such subsidiary is bound including, but not limited to, the Credit Agreement, or to which any of the properties of the Company or any such subsidiary is subject, or the charter or by-laws of the Company or any such subsidiary, except that such counsel need not express any opinion with respect to the Communications Act, or the rules, regulations and orders of the FCC promulgated thereunder, and the Company has full power and authority to authorize, issue and sell the Offered Securities as contemplated by this Agreement;

(v) Such counsel have no reason to believe that the Offering Document, or any amendment or supplement thereto, or any Exchange Act Report as of the date hereof and as of the Closing Date, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading; the descriptions in the Offering Document and the Exchange Act Reports of statutes, legal and governmental proceedings and contracts and other documents are accurate in all material respects and fairly present the information required to be shown; it being understood that such counsel need express no opinion as to the financial statements or schedules or other financial data contained or incorporated by reference in the Offering Document and the Exchange Act Reports;

SCHEDULE D-2

Opinion of Hale & Dorr, Counsel for the Company  
Referred to in Section 6(d)

(i) The Registration Rights Agreement has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company enforceable in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles and conforms in all material respects to the description thereof in the Offering Document; except that such counsel need not express any opinion concerning the validity or enforceability of Section 6 thereof;

(ii) The Indenture and the Offered Securities have been duly authorized by the Company; the Indenture and the Offered Securities constitute valid and legally binding obligations of the Company enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles; and the Indenture and the Offered Securities conform to the descriptions thereof contained in the Offering Document;

(iii) This Agreement has been duly authorized, executed and delivered by the Company; and

(iv) It is not necessary in connection with (i) the offer, sale and delivery of the Offered Securities by the Company to the several Purchasers pursuant to this Agreement or (ii) the resales of the Offered Securities by the several Purchasers in the manner contemplated by this Agreement to register the Offered Securities under the Securities Act or to qualify an indenture in respect of the Offered Securities under the Trust Indenture Act.

SCHEDULE E

Opinion of Counsel of the Company  
Referred to in Section 6(i)

(i) No consent, approval, authorization, order or waiver of, or filing with, the Federal Communications Commission (the "FCC") under the Communications Act of 1934, as amended (the "Communications Act"), and the published policies, rules and regulations of the FCC is required to be obtained or made for the consummation of the transactions contemplated by this Agreement in connection with the sale of the Offered Securities where the failure to obtain such consent, approval, authorization, order or waiver or to make such filing would have a material adverse effect on the Company and its subsidiaries taken as a whole;

(ii) The execution, delivery and performance of this Agreement and the consummation of the transactions herein contemplated will not result in a breach or violation of any of the terms or provisions of, or constitute a default under the Communications Act or any FCC regulation, rule, published policy or order that would have a material adverse effect on the Company and its subsidiaries taken as a whole; and

(iii) To the knowledge of such counsel, except as disclosed in the Offering Circular, there are no administrative or judicial proceedings pending before, or threatened by, the FCC with respect to the Company or any subsidiary of the Company, or any towers owned or operated by the Company or any subsidiary of the Company that, if determined adversely, could reasonably be expected to have a material adverse effect upon the Company and its subsidiaries taken as a whole.

ANNEX I

American Towers, Inc.  
ATC Holding, Inc.  
ATC Operating, Inc.  
ATC GP Inc.  
ATC LP, Inc.  
American Tower, L.P.  
Towersites Monitoring, Inc.  
Verestar Inc.  
ATC Realty, Inc.  
ATI Merger Corporation  
ATC Financing LLC  
ATC Broadcast GP, Inc.  
American Tower Delaware Corporation



ANNEX II

[Form of Amendment to Loan Agreement]

Ratio of Earnings to Fixed Charges  
American Tower Corporation

The following table reflects the computation of the ratio of earnings to fixed charges for the periods presented.

Computation of Earnings:	Year Ended December 31,				
	1996	1997	1998	1999	2000
	----	----	----	----	----
Loss Before Income Taxes and Extraordinary Losses.....	\$(434)	\$(2,049)	\$(42,441)	\$(49,141)	\$(249,946)
Add:					
Interest Expense.....	--	3,040	23,229	27,492	157,886
Operating Leases.....	126	633	3,245	6,963	14,434
	-----	-----	-----	-----	-----
Earnings as Adjusted.....	(308)	1,624	(15,967)	(14,686)	(77,626)
Computation of Fixed Charges:					
Interest Expense.....	--	3,040	23,229	27,492	157,886
Interest Capitalized.....	--	458	1,403	3,379	11,365
Operating Leases.....	126	633	3,245	6,963	14,434
	-----	-----	-----	-----	-----
Fixed Charges.....	126	4,131	27,877	37,834	183,685
Ratio of Earnings to Fixed Charges	--	.39	--	--	--
Deficiency in Earnings Required to Cover Fixed Charges.....	\$434	\$2,507	\$43,844	\$52,520	\$261,311

- (1) Interest expense includes amortization of deferred financing costs for the years ended December 31, 1997, 1998, 1999 and 2000. Interest expense also includes an amount related to our note receivable from TV Azteca for the year ended December 31, 2000 and redeemable preferred stock dividends for the year ended December 31, 1998.
- (2) For purposes of this calculation, "earnings" consist of loss before income taxes, extraordinary losses and fixed charges (excluding interest capitalized). "Fixed Charges" consist of interest expensed and capitalized, amortization of debt discount and related issuance costs and the component of rental expense associated with operating leases believed by management to be representative of the interest factor thereon (30%).

Subsidiaries of American Tower Corporation

Information is as of March 9, 2001.

Subsidiary	Jurisdiction of Incorporation or Organization
10 Presidential Way Associates, LLC (1)	Delaware
American Tower (Canada) Corporation	Delaware
American Tower Canadian Holding Company	Canada
American Tower Corporation De Mexico S. de R.L. de C.V.	Mexico
American Tower Delaware Corporation	Delaware
American Tower International, Inc. (2)	Delaware
American Tower Management Inc.	Delaware
American Tower Texas LLC (3)	Delaware
American Tower Trust #1	Massachusetts Business Trust
American Tower Trust #2	Massachusetts Business Trust
American Tower, L.P.	Delaware
American Towers, Inc.	Delaware
ATC Connecticut, Inc.	Delaware
ATC GP, Inc.	Delaware
ATC Holding, Inc.	Delaware
ATC LP Inc.	Delaware
ATC Midwest, LLC	Massachusetts
ATC Operating Inc.	Delaware
ATC Presidential Way, Inc.	Delaware
ATC Realty Holding, Inc.	Delaware
ATC Tower Services, Inc. (4)	New Mexico
ATC Westwood, Inc.	Delaware
ATC Needham LLC (5)	Massachusetts
ATS/PCS, LLC	Delaware
Canadian Towers, Limited Partnership	Canada
Carolina Towers, Inc.	South Carolina
Comm Site International, Inc.	Delaware
Comm Site Towers, Inc.	Delaware
CTA Canadian Towers, Inc. (6)	Canada
Digital Seas International, Inc.	Alabama
Digital Television Towers, Ltd.	Pennsylvania
Flash Technology International, Inc.	U.S. Virgin Islands
Flash Technology Corporation of America	Tennessee
General Telecom, Inc.	Massachusetts
Haysville Towers, LLC (7)	Kansas
Interpacket Networks, Inc.	Delaware
Kline Iron & Steel Co.	Delaware
Maritime Telecommunications Network, Inc.	Delaware
MATC Cellular, S.de R.L. de C.V.	Mexico
MATC Digital, S. de R.L. de C.V.	Mexico
MATC Holdings Mexico, S. de R.L. de C.V.	Mexico
MATC Servicios, S. de R.L. de C.V.	Mexico
MATC TV, S. de R.L. de C.V.	Mexico

## Subsidiary

Jurisdiction of Incorporation or  
Organization

Modern Technical Service, Inc.	Tennessee
National Wireless Infrastructure, L.P.	Delaware
New Loma Communications (8)	California
OmniAmerica Holdings Corporation	Delaware
OmniAmerica Towers, Inc.	Delaware
OmniTower, Ltd.	Florida
Prime Telecom Communications Co.	California
RFM Facilities Management, L.P.	Delaware
Shreveport Tower Company (9)	Louisiana
South Atlantic Tower Corp.	Delaware
Telecom Towers, LLC	Delaware
Tower Ventures, Inc.	Massachusetts
Tower Ventures, L.L.C.	Massachusetts
Towers of America LLLP	Delaware
Towersites Monitoring, Inc.	Delaware
Unisite Alpha, Inc.	Delaware
UniSite Omni Point NE Tower Venture, L.L.C. (10)	Delaware
UniSite OmniPoint FL Tower Venture, L.L.C. (11)	Delaware
UniSite OmniPoint PA Tower Venture L.L.C. (12)	Delaware
Unisite, Inc.	Delaware
Unistar Technologies, Inc.	Texas
US Sitelease, Inc.	Kansas
Verestar International, Inc.	Delaware
Verestar, Inc.	Delaware

(1) 83.4105% owned by ATC Presidential Way, Inc.

(2) Formerly known as ATC Broadcast GP, Inc.

(3) Formerly known as ATC Financing LLC.

(4) Formerly known as Specialty Constructors, Inc.

(5) 45.23% owned by American Tower, LP and 34.77% owned by American Tower, Inc.

(6) 45% owned by American Tower Canadian Holding Company.

(7) 67% owned by Telecom Towers, LLC.

(8) 50% owned by American Tower, LP.

(9) 50% owned by Telecom Towers, LLC.

(10) 95% owned by Unisite, Inc.

(11) 95% owned by Unisite, Inc.

(12) 95% owned by Unisite, Inc.

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## INDEPENDENT AUDITORS' CONSENT

We consent to the incorporation by reference in Registration Statement Nos. 333-41226, 333-41224, 333-72927, 333-56331, and 333-51959 each on Form S-8 and Registration Statement Nos. 333-54648, 333-50098, 333-43130, 333-37988, 333-35412, 333-89345 and 333-35412 each on Form S-3 of American Tower Corporation of our report dated February 27, 2001 (March 26, 2001 as to the first full paragraph in note 6), appearing in this Annual Report on Form 10-K of American Tower Corporation for the year ended December 31, 2000.

/s/ Deloitte & Touche LLP  
Boston, Massachusetts  
March 30, 2001