UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

(Mark One):
[X]Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. For the quarterly period ended June 30, 1999.

[_]Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934.

Commission File Number: 001-14195

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

Delaware	65-0723837
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

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

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

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 X No

Class of Common Stock	Outstanding at August 10, 1999
Class A Common Stock	144,358,299 shares
Class B Common Stock	8,841,088 shares
Class C Common Stock	2,422,804 shares
Total	155,622,191 shares

AMERICAN TOWER CORPORATION

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PART I. FINANCIAL INFORMATION

ITEM 1. UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS--UNAUDITED
(In thousands, except share data)

	June 30, 1999	December 31, 1998
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 353,221	$ 186,175
Accounts receivable, net of allowance for doubtful accounts of $1,702 and $1,230, respectively	38,454	15,506
Prepaid and other current assets	8,573	4,065
Inventories	3,634	
Cost in excess of billings on uncompleted contracts	9,140	1,344
Deferred income taxes	495	495
Due from CBS Corporation	3,659	
Total current assets	417,176	207,585
PROPERTY AND EQUIPMENT, net	725,846	449,476
GOODWILL AND OTHER INTANGIBLE ASSETS, net	1,213,374	718,575
NOTES RECEIVABLE	13,624	7,585
DEPOSITS AND OTHER LONG-TERM ASSETS	17,526	9,406
INVESTMENTS	14,951	298
DEFERRED INCOME TAXES	116,079	109,418
TOTAL	$2,518,576	$1,502,343
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt	$ 2,316	$ 1,652
Accounts payable	8,075	6,696
Accrued expenses	19,200	11,347
Accrued tower construction costs	23,107	16,099
Accrued interest	1,209	1,132
Billings in excess of costs on uncompleted contracts	8,943	6,610
Accrued separation expenses		5,058
Due to CBS Corporation		45,127
Accrued acquisition purchase price	3,794	21,914
Total current liabilities	66,644	115,635
LONG-TERM DEBT	281,805	279,477
OTHER LONG-TERM LIABILITIES	2,545	1,429
Total liabilities	350,994	396,541
MINORITY INTEREST IN SUBSIDIARIES	5,649	4,116
COMMITMENTS AND CONTINGENCIES		
REDEEMABLE CLASS A COMMON STOCK:		
$.01 par value, -0- and 336,250 shares issued and outstanding; at estimated redemption values of -0- and $29.56 per share, respectively		9,940
STOCKHOLDERS' EQUITY:		
Preferred Stock; $0.01 par value; 20,000,000 shares authorized; no shares issued or outstanding		
Class A Common Stock; $.01 par value; 500,000,000 shares authorized; 144,398,415 and 96,291,111 shares issued and outstanding, respectively	1,444	963
Class B Common Stock; $.01 par value; 50,000,000 shares authorized; 8,878,573 and 9,001,060 shares issued and outstanding, respectively	89	90
Class C Common Stock; $.01 par value; 10,000,000 shares authorized; 2,422,804 and 3,002,008 shares issued and outstanding, respectively	24	30

Additional paid-in capital	2,230,989	1,140,365
Accumulated deficit	(69,085)	(49,702)
Total	2,163,461	1,091,746
Less: Treasury stock (76,403 shares at cost)	(1,528)	
Total stockholders' equity	2,161,933	1,091,746
TOTAL	$2,518,576	$1,502,343

See notes to condensed consolidated financial statements

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS--UNAUDITED
(In thousands, except per share data)

	Three Months Ended June 30,		Six Months Ended June 30,	
	1999	1998	1999	1998
REVENUES:				
Rental and management	$31,356	$ 12,078	$ 56,872	$ 21,587
Services	21,412	7,000	32,238	12,275
Video, voice, data and Internet transmission	6,385	4,004	12,451	7,146
Total revenues	59,153	23,082	101,561	41,008
OPERATING EXPENSES:				
Operating expenses excluding depreciation and amortization, tower separation and corporate general and administrative expenses:				
Rental and management	13,899	5,430	25,571	10,330
Services	15,432	6,191	24,685	10,734
Video, voice, data and Internet transmission	4,519	2,717	8,764	4,769
Depreciation and amortization	33,139	9,953	57,808	15,755
Tower separation expense		12,457		12,457
Corporate general and administrative expense	2,300	1,084	4,140	1,626
Total operating expenses	69,289	37,832	120,968	55,671
LOSS FROM OPERATIONS	(10,136)	(14,750)	(19,407)	(14,663)
OTHER INCOME (EXPENSE):				
Interest expense	(5,538)	(7,472)	(11,539)	(9,902)
Interest income and other, net	5,788	966	10,737	1,831
Minority interest in net (earnings) losses of subsidiaries	82	(110)	79	(189)
TOTAL OTHER INCOME (EXPENSE)	332	(6,616)	(723)	(8,260)
LOSS BEFORE INCOME TAXES AND EXTRAORDINARY LOSS	(9,804)	(21,366)	(20,130)	(22,923)
INCOME TAX (EXPENSE) BENEFIT	(79)	2,949	747	2,979
LOSS BEFORE EXTRAORDINARY LOSS	(9,883)	(18,417)	(19,383)	(19,944)
EXTRAORDINARY LOSS ON EXTINGUISHMENT OF DEBT, NET OF INCOME TAX BENEFIT OF $921		(1,382)		(1,382)
NET LOSS	$(9,883)	$(19,799)	$(19,383)	$(21,326)
BASIC AND DILUTED NET LOSS PER COMMON SHARE AMOUNTS--				
Loss Before Extraordinary Loss	$ (.06)	$ (.33)	$ (.14)	$ (.39)
Extraordinary Loss		(.02)		(.03)
NET LOSS	$ (.06)	$ (.35)	$ (.14)	$ (.42)
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING	155,604	56,034	143,503	51,409

See notes to condensed consolidated financial statements.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS--UNAUDITED
(In thousands)

	Six Months Ended June 30,	
	1999	1998
CASH FLOWS PROVIDED BY (USED FOR) OPERATING ACTIVITIES...	$ 25,844	$ (8,734)
CASH FLOWS USED FOR INVESTING ACTIVITIES:		
Payments for purchase of property and equipment and construction in progress.....	(111,943)	(34,910)
Payments for acquisitions, net of cash acquired.....	(162,151)	(121,627)
Advances of notes receivable.....	(5,421)	(9,100)
Proceeds from notes receivable.....	24	2,000
Deposits, investments and other long-term assets.....	(21,296)	(897)
Cash used for investing activities.....	(300,787)	(164,534)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings under credit facilities.....		205,500
Repayment of notes payable and credit facilities.....	(142,185)	(117,924)
Net proceeds from equity offerings and stock options...	634,336	380,340
Cash transfers to CBS Corporation.....	(50,000)	(221,665)
Contributions from ARS.....		56,954
Cash transfers to ARS.....		(51,856)
Distributions to minority interest.....	(162)	(210)
Deferred financing costs.....		(18,751)
Cash provided by financing activities.....	441,989	232,388
NET INCREASE IN CASH AND CASH EQUIVALENTS.....	167,046	59,120
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD.....	186,175	4,596
CASH AND CASH EQUIVALENTS, END OF PERIOD.....	$ 353,221	$ 63,716
CASH PAID FOR INCOME TAXES.....	$ 574	$ 119
CASH PAID FOR INTEREST.....	$ 12,493	$ 10,448
NON-CASH TRANSACTIONS:		
Contribution of property and equipment and other assets from ARS.....		$ 6,488
Issuance of common stock and assumption of options for acquisitions.....	$ 448,037	$ 363,100
Increase in deferred tax assets from corporate restructuring.....		$ 135,000
Increase in due to CBS Corporation from estimated remaining tax liabilities.....	$ 1,121	$ 54,700
Escrow return -- treasury stock.....	$ 1,528	
Adjustment to equity for CBS tax liability.....		$ 76,960

See notes to condensed consolidated financial statements.

1. Basis of Presentation and Accounting Policies

The accompanying condensed consolidated financial statements have been prepared by American Tower Corporation (the Company or American Tower) (formerly American Tower Systems Corporation), without audit, pursuant to the rules and regulations of the Securities and Exchange Commission (SEC). The financial information included herein is unaudited; however, the Company believes such information and the disclosures are adequate to make the information presented not misleading. In addition, the Company believes such information reflects all adjustments (consisting of normal recurring adjustments) that are necessary for a fair presentation of financial position and results of operations for such periods. Results of interim periods may not be indicative of results for the full year. These condensed consolidated financial statements and related notes should be read in conjunction with the Company's 1998 Annual Report on Form 10-K and interim report on Form 10Q for the three month period ended March 31, 1999 filed with the SEC on March 19, 1999 and on May 17, 1999, respectively.

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 condensed consolidated financial statements and accompanying notes. Actual results may differ from those estimates, and such differences could be material to the accompanying condensed consolidated financial statements.

Loss Per Common Share--Basic and diluted income or loss per common share have been determined in accordance with Statement of Financial Accounting Standards (FAS) No. 128, "Earnings Per Share," whereby basic income or loss per common share is computed by dividing net income or 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 outstanding during the period, if any. In computing diluted per share amounts, the Company uses the treasury stock method, whereby unexercised options 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. Shares outstanding upon the consummation of the ATC Separation (as defined below) are assumed to be outstanding for all periods prior to June 4, 1998. Shares issuable upon exercise of options have been excluded from the computation of diluted income or loss per common share as the effect is anti-dilutive. Had options been included in the computation, shares for the diluted computation would have increased by approximately 5.4 and 5.2 million and 4.3 and 4.4 million for the three and six month periods ended June 30, 1999 and 1998, respectively.

Investments--Investments in entities which the Company owns less than 20% are accounted for using the cost method. Investments in entities which the Company owns 20% but less than 50% are accounted for using the equity method. Under the equity method the investment is stated at cost plus the Company's equity in undistributed net income of the entity since acquisition. The change in the equity in net income of these entities is recorded in "interest income and other, net" in the accompanying condensed consolidated statements of operations.

Tower Separation Expense--Tower separation expense consists of costs incurred in connection with the separation of the Company from its former parent and includes legal, accounting, financial advisory and consent solicitation fees. See note 2 of the condensed consolidated financial statements.

Recent Accounting Pronouncement--In June 1998, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards (FAS) No. 133, Accounting for Derivative Instruments and Hedging Activities. This Statement establishes accounting and reporting standards for derivative instruments. It requires that an entity recognize all derivatives as either assets or liabilities in the statement of financial position, and measure those instruments at fair value. The accounting for changes in the fair value of a derivative (that is,

gains and losses) will depend on the entity's intended use of the derivative and its resulting designation (as defined in the Statement). FAS No. 133 is effective for all fiscal quarters of all fiscal years beginning after June 15, 2000. The Company is currently in the process of evaluating the impact FAS No. 133 will have on the Company and its consolidated financial statements.

Reclassifications--Certain reclassifications have been made to the 1998 condensed consolidated financial statements to conform to the 1999 presentation.

2. ATC Separation

As disclosed in the Company's 1998 Annual Report on Form 10-K, the Company was formerly a wholly-owned subsidiary of American Radio Systems Corporation (ARS) until its spin-off from ARS on June 4, 1998 (the ATC Separation). As part of the ATC Separation, the Company is required to reimburse CBS Corporation (CBS) for certain tax liabilities incurred by ARS related to the transaction. As of December 31, 1998 the Company had paid approximately $212.0 million to CBS. The Company is required to make additional payments to CBS upon the conversion of ARS 7% Convertible Debentures (the ARS Convertible Debentures) by the holders thereof. The Company estimates that its remaining reimbursement obligation to CBS with respect to taxes on known conversions is approximately $6.1 million as of June 30, 1999. The Company estimates that its reimbursement obligation to CBS with respect to taxes on remaining conversions at June 30, 1999 would be approximately $14.0 million. Such estimate is based on an estimated fair market value of the Class A common stock, on July 15, 1999, of $25.00 per share. The Company's obligation for such conversions would change by approximately $1.0 million for each $1.00 change in such fair market value. The Company has provided CBS with security of $9.8 million in cash (which may be replaced at the Company's option with a letter of credit) to offset against future tax reimbursement. Such deposit, along with the estimated liability on known ARS Convertible Debenture conversions, is recorded as "Due from CBS" in the accompanying June 30, 1999 condensed consolidated balance sheet.

The ATC Separation also provided for closing balance sheet adjustments based on the working capital, as defined, and debt levels of ARS as of June 4, 1998. The Company's preliminary estimate was that such adjustments would not exceed $50.0 million. In February 1999, the Company paid $50.0 million to CBS in settlement of all amounts due with respect to such adjustments, including interest. As part of such settlement, the Company also agreed to indemnify CBS and ARS with respect to certain tax matters affecting ARS prior to the ATC Separation. See the Company's 1998 Annual Report on Form 10-K for more detailed discussion related to the ATC Separation.

3. Significant Customers

For the three and six month periods ended June 30, 1999, one customer accounted for approximately 18% and 16%, respectively, of the Company's consolidated revenues.

4. Income Taxes

The Company provides for income taxes at the end of each interim period based on the estimated effective tax rate for the full fiscal year. Cumulative adjustments to the Company's estimate are recorded in the interim period in which a change in the estimated annual effective rate is determined.

5. Stockholders' Equity

Redeemable Common Stock: 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. In addition, under a put agreement that was consummated 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

Class A common stock issued in connection with the merger expired. Accordingly all unsold shares as of that date (383,750) were reclassified from Redeemable Class A common stock to common stock and additional paid in capital.

Secondary Public Offering: In February 1999, the Company completed a secondary public offering of 25,700,000 shares of Class A common stock, $.01 par value per share (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. Certain selling stockholders sold an additional 1,300,000 shares in the offering. The Company's net proceeds of the offering (after deduction of the underwriting discount and offering expenses) was approximately $618.0 million. The Company invested the proceeds in short-term investment grade securities. The Company has and will use such proceeds, together with borrowings under its existing credit facilities, to fund future acquisitions and construction activities.

Private Placement: In February 1999, the Company consummated the sale of 500,000 shares of Class A common stock to Credit Suisse First Boston Corporation at $26.31 per share. In connection with such sale, Credit Suisse First Boston Corporation was granted certain registration rights. The Company invested the proceeds of approximately $13.1 million in short-term investment grade securities. The Company has and will use such proceeds, together with borrowings under its exisiting credit facilities, to fund future acquisitions and construction activities.

Other Changes to Stockholders' Equity: See note 6 of the condensed consolidated financial statements for issuances of common stock in connection with the Company's acquisitions consummated during the six month period ended June 30, 1999.

6. Acquisitions

General--The acquisitions consummated during the six month period ended June 30, 1999 have been accounted for using the purchase method of accounting. The purchase prices related to these acquisitions have been allocated to the net assets acquired based on their estimated fair value at the date of acquisition. The excess of purchase price over the estimated fair value of the net assets acquired has been recorded as goodwill and other intangible assets. For certain acquisitions, the condensed consolidated financial statements reflect the preliminary allocation of purchase prices as the appraisals related to the net assets acquired have not been finalized. The Company does not expect any changes in depreciation and amortization, as a result of such appraisals, to be material to the consolidated results of operations.

Consummated Transactions

The following provides a general description of the significant transactions consummated during the six-month period ended June 30, 1999:

Omni Merger--In February 1999, the Company consummated the Agreement and Plan of Merger, dated as of November 16, 1998 (the Omni Merger) with OmniAmerica, Inc. (Omni). Omni owned, managed and constructed multi-use telecommunications sites for radio and television broadcasting, paging, cellular, PCS and other wireless technologies and offered nationwide, turn-key tower construction and installation services. Pursuant to the Omni Merger agreement, Omni stockholders received 1.1 shares of the Company's Class A common stock for each share of Omni common stock. In the aggregate, the Company exchanged approximately 16.8 million shares of Class A common stock for approximately 15.2 million shares of Omni common stock. In addition, the Company assumed $96.6 million of debt, of which $94.3 million (inclusive of interest and fees) was paid at closing. The Company also assumed certain Omni employee stock options which were converted into options to purchase approximately 1.0 million shares of the Company's Class A common stock. Total merger consideration was approximately $365.4 million.

TeleCom Merger--In February 1999, the Company consummated the Agreement and Plan of Merger, dated as of November 16, 1998 (the TeleCom Merger) with TeleCom Towers, L.L.C. (TeleCom). Total merger consideration of approximately $146.2 million included the issuance of 3.9 million shares of Class A common stock and $63.1 million of cash, which included a $5.2 million working capital adjustment, $3.0 million of which was paid in June of 1999. As part of the TeleCom Merger, the Company also assumed approximately $48.4 million of debt, of which $44.2 million (inclusive of interest) was paid at closing and $3.9 million was paid in April 1999.

Comm Site Merger--In June of 1999, the Company consummated the Agreement and Plan of Merger, dated as of May 13, 1999 (the Comm Site Merger) with Comm Site International, Inc. (Comm Site). The merger with Comm Site, a company which specialized in antenna site development and site management, is expected to expand the Company's presence in the Midwest and Southeast regions of the United States. Total cash consideration paid by the Company in connection with the Comm Site Merger was approximately $25.5 million, subject to a closing balance sheet working capital adjustment which is expected to occur in the third quarter of 1999.

In addition to the above, the Company also consummated a number of other tower related asset purchases during the six month period ended June 30, 1999. Total consideration paid in connection with these transactions was approximately $71.4 million.

The following unaudited pro forma summary for the six months ended June 30, 1999 and 1998 presents the condensed consolidated results of operations as if the 1999 acquisitions discussed above had occurred as of January 1, 1998 after giving effect to certain adjustments, including depreciation and amortization of assets and interest expense on any debt incurred to fund the acquisitions. These unaudited pro forma results have been prepared for comparative purposes only and do not purport to be indicative of what would have occurred had the acquisitions been made as of January 1, 1998 or of results which may occur in the future.

In thousands, except per share data:

	Six Months Ended June 30, 1999	Six Months Ended June 30, 1998
Revenues	$120,029	$ 84,282
Loss before extraordinary item	$(23,998)	$(32,087)
Net loss	$(23,998)	$(33,469)
Basic and diluted net loss per common share	$ (0.16)	$ (0.47)

Since July 1, 1999, the Company has acquired and made investments in several communication sites and businesses for an aggregate preliminary purchase price of approximately $104.3 million.

Pending Transactions

The following provides a general description of significant transactions that are expected to be consummated in the fourth quarter of 1999 and into the year 2000.

AirTouch Communications Inc.--In August of 1999, the Company signed a definitive agreement with AirTouch Communications, Inc. (AirTouch), a unit of Vodafone AirTouch PLC, to acquire the rights to approximately 2,100 communications towers through a master sublease agreement. In addition, the Company will enter into an exclusive three-year Build-to-Suit agreement that is expected to produce approximately 400- 500 new communications towers. Total consideration to be paid by the Company in connection with this transaction includes approximately $800.0 million in cash, plus a five year warrant to purchase 3 million shares of the Company's Class A common stock at $22 per share. The cash portion of the consideration to be paid in connection with this transaction is expected to come from a combination of current available funds, additional borrowings under its credit facilities or proceeds from the sale of the Company's securities. The transaction is expected to close

incrementally, beginning in the first quarter of 2000, subject to certain conditions.

ICG Satellite Services Merger--In August of 1999, the Company entered into a Stock Purchase Agreement with ICG Satellite Services, Inc. (ICGSS) to acquire a teleport facility and global maritime telecommunications network. Presently, ICGSS services voice, data Internet and compressed video via satellite to major cruise lines, the U.S. Military, internet-related companies, and international telecommunication customers. Total cash consideration to be paid by the Company in connection with this merger is approximately $100.0 million. The transaction is expected to close in the fourth quarter of 1999.

UniSite Merger--In June of 1999, the Company entered into an Agreement and Plan of Merger (the UniSite Merger) with UniSite, Inc. (UniSite). UniSite, whose primary focus has been tower site management, has recently expanded its scope of services to include site ownership and development. Presently, UniSite owns approximately 400 towers and has an exclusive Build-to-Suit agreement with a major wireless communications carrier. Pursuant to the UniSite Merger agreement, UniSite preferred and common stockholders will receive an aggregate of approximately $165.0 million in cash, subject to working capital and completed tower closing adjustments. In addition, the Company will also assume approximately $40.0 million in debt. Consummation of the merger is expected to occur on the earlier of (a) January 31, 2000, or (b) UniSite owning and operating 600 wireless communication towers, subject to certain conditions including, the expiration or early termination of the waiting period under the Hart-Scot-Rodino Antitrust Improvement Act of 1976, as amended.

In addition to AirTouch, ICGSS and UniSite, the Company is party to various agreements relating to the acquisition of assets from third parties for an estimated aggregate cost of approximately $213.0 million. Such transactions are subject to the satisfaction of customary closing conditions, which are expected to be met in the last two quarters of 1999 or the first quarter of 2000.

7. Business Segments

The Company operates in three business segments; rental and management (RM), services (Services), and video, voice, data and Internet transmission (VVDI). The RM segment primarily provides for leasing and subleasing of antennae sites on multi-tenant towers for a diverse range of wireless communication industries, including personal communication services, paging, cellular, enhanced specialized mobile radio, specialized mobile radio and fixed microwave, as well as radio and television broadcasters. The Services segment offers a broad range of network development services, including network design, site acquisition and construction, zoning and other regulatory approvals, component part sales, tower construction and antennae installation. The VVDI segment offers transmission services in the New York City to Washington, D.C. corridor and in Texas.

The accounting policies applied in compiling segment information below are similar to those described in the Company's 1998 Annual Report filed on Form 10-K and interim report for the three months ended March 31, 1999 filed on Form 10-Q. In evaluating financial performance, management focuses on Operating Profit (Loss), which excludes depreciation and amortization, tower separation and corporate general and administrative expenses. This measure of Operating Profit (Loss) is also before interest income and other, net, interest expense, minority interest in net (earnings) losses of subsidiaries and income taxes.

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. All segments operate exclusively in the United States. In addition, all reported segment revenues are generated from external customers, as intersegment revenues are insignificant.

Summarized financial information concerning the Company's reportable segments as of and for the three and six months ended June 30, 1999 and 1998, are shown in the following table. The "Other" column below represents amounts excluded from specific segments such as extraordinary losses, income taxes, corporate general and administrative expense, tower separation expense, depreciation and amortization and interest. In addition, "Other" 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 (in thousands).

Three Months Ended June 30,	RM	Services	VVDI	Other	Total
1999					
Revenues	$ 31,356	$ 21,412	$ 6,385	$	$ 59,153
Operating Profit (Loss)	$ 17,457	$ 5,980	$ 1,866	$(35,186)	$ (9,883)
Assets	$1,383,770	$497,429	$77,733	$559,644	$2,518,576
1998					
Revenues	$ 12,078	$ 7,000	$ 4,004	$	$ 23,082
Operating Profit (Loss)	$ 6,648	$ 809	$ 1,287	$(28,543)	$ (19,799)
Assets	$ 754,649	$104,833	$46,025	$232,194	$1,137,701

Six Months Ended June 30,	RM	Services	VVDI	Other	Total
1999					
Revenues	$ 56,872	$ 32,238	$12,451	$	$ 101,561
Operating Profit (Loss)	$ 31,301	$ 7,553	$ 3,687	$(61,924)	$ (19,383)
Assets	$1,383,770	$497,429	$77,733	$559,644	$2,518,576
1998					
Revenues	$ 21,587	$ 12,275	$ 7,146	$	$ 41,008
Operating Profit (Loss)	$ 11,257	$ 1,541	$ 2,377	$(36,501)	$ (21,326)
Assets	$ 754,649	$104,833	$46,025	$232,194	$1,137,701

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

General

This discussion contains forward-looking statements, including statements concerning projections, plans, objectives, future events or performance and underlying assumptions and other statements which are other than statements of historical fact. Various factors affect the Company's results and could cause the Company's actual results to differ materially from those expressed in any forward-looking statement. Such factors include:

- the outcome of our growth strategy,
- future results of operations,
- liquidity and capital expenditures,
- construction and acquisition activities,
- debt levels and the ability to obtain financing and service debt,
- competitive conditions and regulatory developments in the communications site and wireless carrier industries,
- projected growth of the wireless communications and wireless carrier industries, and
- general economic conditions.

As the Company was a wholly-owned subsidiary of ARS through June 4, 1998, the condensed consolidated financial statements for the three and six months ended June 30, 1998 may not reflect the results of operations or financial position of the Company had it been an independent public company during such periods. Because of the Company's relatively brief operating history and the large number of recent acquisitions, the following discussion will not necessarily reveal all significant developing or continuing trends.

The Company is a leading independent owner, operator and developer of wireless communications towers in the United States. From January 1, 1999 through June 30, 1999, the Company acquired various communications sites and businesses for an aggregate estimated purchase price of approximately $608.5 million, including the issuance of approximately 20.7 million shares of Class A common stock. Management expects that acquisitions consummated to date will have a material impact on future revenues, expenses and results from operations.

Results of Operations

As of June 30, 1999, the Company owned and/or operated approximately 3,600 communications sites, as compared to approximately 1,800 communications sites as of June 30, 1998. The acquisitions consummated in 1999 and 1998 have significantly affected operations for the three and six months ended June 30, 1999, as compared to the three and six months ended June 30, 1998. See the notes to the condensed consolidated financial statements for a description of the acquisitions consummated in 1999 and the Company's Annual Report on Form 10-K for acquisitions consummated in 1998 and prior.

Three months ended June 30, 1999 and 1998 (Dollars in thousands)--Unaudited

	Three Months Ended June 30,		Amount of Increase (Decrease)	Percentage Increase (Decrease)
	1999	1998		
Revenues:				
Rental and management	$ 31,356	$ 12,078	$19,278	160 %
Services	21,412	7,000	14,412	206 %
Video, voice, data and Internet transmission	6,385	4,004	2,381	59 %
Total revenues	59,153	23,082	36,071	156 %
Operating Expenses:				
Rental and management	13,899	5,430	8,469	156 %
Services	15,432	6,191	9,241	149 %
Video, voice, data and Internet transmission	4,519	2,717	1,802	66 %
Total operating expenses excluding depreciation and amortization, tower separation, and corporate general and administrative expenses	33,850	14,338	19,512	136 %
Depreciation and amortization	33,139	9,953	23,186	233 %
Tower separation expense		12,457	(12,457)	(100)%
Corporate general and adminis-trative expense	2,300	1,084	1,216	112 %
Interest expense	(5,538)	(7,472)	(1,934)	(26)%
Interest income and other, net	5,788	966	4,822	499 %
Minority interest in net losses (earnings) of subsidiaries	82	(110)	(192)	(175)%
Income tax (expense) benefit	(79)	2,949	(3,028)	(103)%
Extraordinary loss on extinguishment of debt		(1,382)	(1,382)	(100)%
Net loss	$ (9,883)	$ (19,799)	$(9,916)	(50)%

Rental and Management Revenue

Rental and management revenue for the three months ended June 30, 1999, was $31.4 million, an increase of $19.3 million from the three months ended June 30, 1998. The majority of the increase, $15.0 million, is attributable to revenue generated from acquisitions consummated and/or towers constructed subsequent to June 30, 1998. The remaining factor contributing to the additional revenue is an increase in comparable tower revenue of $4.3 million in the second quarter of 1999 for towers that existed in the second quarter of 1998.

Services Revenue

Services revenue for the three months ended June 30, 1999, was $21.4 million, an increase of $14.4 million from revenues for the three months ended June 30, 1998. The primary reason for the increase is due to the $16.6 million of revenue earned in the second quarter of 1999 as a result of the Omni Merger. The increase from the Omni Merger is offset by a decrease in revenues generated from the Company's existing services business of approximately $2.2 million. This decrease is a direct result of the Company's shift in focus on site acquisition, development and construction of towers for its own use ("Build-to-Suit") from its previous focus on development and construction of towers for sale to third parties. The Company expects to continue its focus on Build-to-Suit activity in the foreseeable future, thus resulting in a continuing decline in revenues applicable to this portion of the Services business.

Video, Voice, Data and Internet Transmission Revenue

Video, voice, data and Internet transmission (VVDI) revenue for the three months ended June 30, 1999, was $6.4 million, an increase of $2.4 million from revenues for the three months ended June 30, 1998. The primary

reason for the increase is attributed to approximately $1.8 million of revenues earned during the current period as a result of the acquisition of Washington International Teleport which closed in the second quarter of 1998. The remaining component of the increase, $0.6 million, is due to growth in the overall VVDI business which existed at June 30, 1998.

Rental and Management, Services and VVDI Expenses

Rental and management, Services and VVDI expenses for the three months ended June 30, 1999, were $13.9 million, $15.4 million and $4.5 million, respectively, an increase of $8.5 million, $9.2 million and $1.8 million, respectively, from the three months ended June 30, 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 three months ended June 30, 1999, was $33.1 million, an increase of $23.2 million from the three months ended June 30, 1998. A component of the increase is attributable to an increase in depreciation expense of $8.5 million. This is a direct result of the Company's purchase, construction and/or acquisition of approximately $416.2 million of property and equipment from July 1, 1998 to June 30, 1999. The remaining component of the increase is attributable to an increase in amortization of $14.7 million, resulting from the Company's recording and amortizing of approximately $601.5 million of goodwill and other intangible assets related to acquisitions consummated from July 1, 1998 to June 30, 1999.

Tower Separation Expense

The Company completed its separation from ARS in the second quarter of 1998, and no additional expenditures related to the separation were incurred in the three month period ended June 30, 1999. See note 1 of the condensed consolidated financial statements for a description of tower separation expense.

Corporate General and Administrative Expense

Corporate general and administrative expense for the three months ended June 30, 1999, was $2.3 million, an increase of $1.2 million from the three months ended June 30, 1998. The majority of the increase is a result of higher personnel and marketing costs associated with supporting the Company's expanding revenue base and growth strategy. Other factors contributing to the increase include higher costs associated with enhancing the Company's information technology infrastructure and overall increases in other administrative expenses.

Interest Expense

Interest expense for the three months ended June 30, 1999, was $5.5 million, a decrease of $1.9 million from the three months ended June 30, 1998. The net decrease is attributable to approximately $3.1 million of interest incurred in 1998 on outstanding redeemable preferred stock which was redeemed prior to 1999, offset by an increase in the amount of interest incurred on the Company's outstanding debt obligations of approximately $1.2 million.

Interest Income and Other, Net

Interest income and other, net for the three months ended June 30, 1999, was $5.8 million, an increase of $4.8 million from the three months ended June 30, 1998. The increase is primarily related to interest earned on invested cash proceeds received from the issuance of the Company's common stock.

Income Tax (Expense) Benefit

The income tax expense for the three months ended June 30, 1999 was $0.08 million, a decrease of $3.0 million from the income tax benefit recorded for the three months ended June 30, 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 has occurred as a result of the consummation of several mergers and acquisitions in 1999 and the latter part of 1998.

Extraordinary Loss on Extinguishment of Debt

The Company incurred an extraordinary loss in 1998 due to the write-off of deferred financing costs in connection with the refinancing of its previous credit facility. There have been no transactions which qualify for treatment as extraordinary items during the three month period ended June 30, 1999.

Six months ended June 30, 1999 and 1998 (Dollars in thousands)--Unaudited

	Six Months Ended June 30,		Amount of Increase (Decrease)	Percentage Increase (Decrease)
	1999	1998		
Revenues:				
Rental and management	$ 56,872	$ 21,587	$35,285	163 %
Services	32,238	12,275	19,963	163 %
Video, voice, data and Internet transmission	12,451	7,146	5,305	74 %
Total revenues	101,561	41,008	60,553	148 %
Operating Expenses:				
Rental and management	25,571	10,330	15,241	148 %
Services	24,685	10,734	13,951	130 %
Video, voice, data and Internet transmission	8,764	4,769	3,995	84 %
Total operating expenses excluding depreciation and amortization, tower separation, and corporate general and administrative expenses	59,020	25,833	33,187	128 %
Depreciation and amortization	57,808	15,755	42,053	267 %
Tower separation expense		12,457	(12,457)	(100)%
Corporate general and administrative expense	4,140	1,626	2,514	155 %
Interest expense	(11,539)	(9,902)	1,637	17 %
Interest income and other, net	10,737	1,831	8,906	486 %
Minority interest in net losses (earnings) of subsidiaries	79	(189)	(268)	(142)%
Income tax benefit	747	2,979	(2,232)	(75)%
Extraordinary loss on extinguishment of debt		(1,382)	(1,382)	(100)%
Net loss	$(19,383)	$(21,326)	$(1,943)	(9) %

Rental and Management Revenue

Rental and management revenue for the six months ended June 30, 1999, was $56.9 million, an increase of $35.3 million from the six months ended June 30, 1998. The majority of the increase, $24.7 million, is attributable to revenue generated from acquisitions consummated and/or towers constructed subsequent to June 30, 1998. The remaining factor contributing to the additional revenue is an increase in comparable tower revenue of $10.6 million in the six month period ended June 30, 1999 for towers that existed in the six month period ended June 30, 1998.

Services Revenue

Services revenue for the six months ended June 30, 1999, was $32.2 million, an increase of $19.9 million from revenues for the six months ended June 30, 1998. The primary reason for the increase is due to the $23.1 million of revenue earned in 1999 as a result of the Omni Merger. The increase from the Omni Merger is offset by a decrease in revenues generated from the Company's existing services business of approximately $3.2 million. This decrease is a direct result of the Company's shift in focus on Build-to-Suit activities from its previous focus on development and construction of towers for sale to outside customers. The Company expects to continue its focus on Build-to-Suit activity in the foreseeable future, thus resulting in a continuing decline in revenues applicable to this portion of the Services business.

Video, Voice, Data and Internet Transmission Revenue

VVDI revenue for the six months ended June 30, 1999, was $12.5 million, an increase of $5.3 million from revenues for the six months ended June 30, 1998. The primary reason for the increase is attributed to approximately $4.2 million of revenues earned during the six month period June 30, 1999 as a result of the acquisition of Washington International Teleport which closed in the second quarter of 1998. The remaining component of the increase, $1.1 million, is due to growth in the overall VVDI business existing at June 30, 1998.

Rental and Management, Services and VVDI Expenses

Rental and management, Services and VVDI expenses for the six months ended June 30, 1999, were $25.6 million, $24.7 million and $8.8 million, respectively, an increase of $15.2 million, $14.0 million and $4.0 million, respectively, from the six months ended June 30, 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 six months ended June 30, 1999, was $57.8 million, an increase of $42.1 million from the six months ended June 30, 1998. A component of the increase is attributable to an increase in depreciation expense of $14.7 million. This is a direct result of the Company's purchase, construction and/or acquisition of approximately $416.2 million of property and equipment from July 1, 1998 to June 30, 1999. The remaining component of the increase is attributable to an increase in amortization of $27.4 million, resulting from the Company's recording and amortizing of approximately $601.5 millon of goodwill and other intangible assets related to acquisitions consummated from July 1, 1998 to June 30, 1999.

Tower Separation Expense

The Company completed its separation from ARS in the second quarter of 1998, and no additional expenditures related to the separation were incurred in the six month period ended June 30, 1999. See note 1 of the condensed consolidated financial statements for a description of tower separation expense.

Corporate General and Administrative Expense

Corporate general and administrative expense for the six months ended June 30, 1999, was $4.1 million, an increase of $2.5 million from the six months ended June 30, 1998. The majority of the increase is a result of higher personnel and marketing costs associated with supporting the Company's expanding revenue base and growth strategy. Other factors contributing to the increase include higher costs associated with enhancing the Company's information technology infrastructure and overall increases in other administrative expenses.

Interest Expense

Interest expense for the six months ended June 30, 1999, was $11.5 million, an increase of $1.6 million from the six months ended June 30, 1998. The net increase is attributable to an increase in the amount of interest incurred on the Company's outstanding debt obligations of approximately $4.7 million offset by a decrease of approximately $3.1 million related to interest incurred in 1998 on outstanding redeemable preferred stock which was redeemed prior to 1999.

Interest Income and Other, Net

Interest income and other, net for the six months ended June 30, 1999, was $10.7 million, an increase of $8.9 million from the six months ended June 30, 1998. The increase is primarily related to interest earned on invested cash proceeds received from the issuance of the Company's common stock.

Income Tax (Expense) Benefit

The income tax benefit for the six months ended June 30, 1999 was $0.7 million, a decrease of $2.2 million from the six months ended June 30, 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 has arisen as a result of the consummation of several mergers and acquisitions in 1999 and the latter part of 1998.

Extraordinary Loss on Extinguishment of Debt

The Company incurred an extraordinary loss in 1998 due to the write-off of deferred financing costs in connection with the refinancing of its previous credit facility. There have been no transactions which qualify for treatment as extraordinary items during the six month period ended June 30, 1999.

Liquidity and Capital Resources

The Company's liquidity needs arise from its acquisition-related activities, debt service, working capital and capital expenditures associated principally with its construction program. As of June 30, 1999, the Company maintained approximately $353.2 million in cash and cash equivalents, working capital of approximately $350.5 million, and had approximately $500.0 million available under its credit facilities. Historically, the Company has met its operational liquidity needs with internally generated funds and has financed the acquisition of tower related properties and its construction program with a combination of capital funds from sales of its equity securities and bank borrowings.

For the six months ended June 30, 1999, cash flows provided by operating activities were $25.8 million, as compared to cash flows used for operating activities of $8.7 million for the six months ended June 30, 1998. The change is primarily attributable to the favorable cash flow generated from consummated acquisitions in 1999 and the latter part of 1998.

For the six months ended June 30, 1999, cash flows used for investing activities were $300.8 million as compared to $164.5 million for the six months ended June 30, 1998. The increase in 1999 is primarily due to an increase in property and equipment expenditures of approximately $77.0 million coupled with the increase in cash expended for mergers and acquisitions (which includes escrow deposits and equity investments) of approximately $59.0 million.

For the six months ended June 30, 1999, cash flows provided by financing activities were $442.0 million as compared to $232.4 million for the six months ended June 30, 1998. The net increase in 1999 is due principally to cash flow provided from the sale of the Company's common stock in 1999, offset by decreases in borrowings under the Company's credit facilities. In addition, during the six month period ended June 30, 1999 the Company decreased the amounts transferred to ARS and CBS by approximately $224.0 million.

For the six months ended June 30, 1999, the Company had capital expenditures, exclusive of fixed assets acquired through acquisitions, of approximately $112.0 million primarily related to construction activities, including the completion of approximately 445 towers. The Company's 1999 business plan calls for construction of between 1,000 and 1,200 towers at a cost of between $180.0 million and $228.0 million (exclusive of broadcast towers). Assuming the increase of its credit facilities as described below, management believes that the Company will have sufficient funds available to finance current construction plans, pending acquisitions and several additional major acquisitions and/or construction projects. However, in the event that the Company were to negotiate any additional major transactions, it might require additional financing either through incurring additional debt or the sale of equity securities. Such financing or sale of securities may not be available on favorable terms.

Management expects that the consummated acquisitions and current and future construction activities will have a material impact on liquidity. Management believes that the acquisition activities, once integrated, will have a favorable impact on liquidity and will offset the initial effects of the funding requirements. Management also believes that the construction activities may initially have an adverse effect on the future liquidity of the Company as newly constructed towers will initially decrease overall liquidity. But, as such sites become fully operational and achieve higher utilization, they should generate positive cash flow, and, in the long-term, increase liquidity.

Credit Facilities: As of June 30, 1999, the Company had approximately $284.1 million of long-term debt, of which $275.0 million was outstanding in the form of term loans and revolving credit facilities. Debt service requires a substantial portion of the Company's cash flow from operations. Accordingly, the Company's leverage could make it vulnerable to a downturn in the operating performance of its tower properties or in economic conditions. The Company believes that its cash flows from operations will be sufficient to meet its debt service requirements for interest and scheduled payments of principal under its existing credit facilities. If such cash flow were not sufficient to meet such debt service requirements, the Company might sell equity securities, refinance its obligations or dispose of one or more of its properties in order to make such scheduled payments. The Company may not be able to effect any of such transactions on favorable terms. The Company believes that is has sufficient financial resources available to it, including borrowings under its credit facilities, to finance operations for the foreseeable future. The Company is in the process of negotiating an increase in the aggregate maximum borrowings under its credit facility from $925 million to $1.5 billion, subject, in either case, to compliance with certain financial ratios. While the Company believes such negotiations will be successful, the Company does not know what, if any, changes (including without limitations interest rate increases or other adverse provisions) the lenders may require in connection with such borrowing limit increase.

Secondary Public Offering: In February 1999, the Company completed a secondary public offering of 25,700,000 shares of Class A common stock, $.01 par value per share (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. Certain selling stockholders sold an additional 1,300,000 shares in the offering. The Company's net proceeds of the offering (after deduction of the underwriting discount and estimated offering expenses) were approximately $618.0 million. The Company invested the proceeds in short-term investment grade securities. The Company has and will use such investments together with borrowings under its credit facilities to fund future acquisitions and construction activities.

Private Placement: In February 1999, the Company consummated the sale of 500,000 shares of Class A common stock to Credit Suisse First Boston Corporation at $26.31 per share. In connection with such sale, Credit Suisse First Boston Corporation was granted certain registration rights. The Company invested the proceeds of approximately $13.1 million in short-term investment grade securities. The Company has and will use such investments, together with borrowings under its credit facilities, to fund future acquisitions and construction activities.

ATC Separation: As of June 30, 1999, the Company is still obligated under the ATC Separation agreement for certain tax liabilities to CBS Corporation. See note 2 of the condensed consolidated financial statements.

Year 2000

The Company is aware of the issues associated with the year 2000 as it relates to information systems and is currently working to resolve the potential impact to the Company's operations. The year 2000 issue results from the fact that many computer programs use only two digits to identify a year in the date field. These programs were designed and developed without consideration of the impact of the upcoming change in century.

In December 1998, the Company engaged outside consultants to help it conduct an extensive review and implement a comprehensive plan to reduce the probability of operational difficulties due to year 2000 issues. The comprehensive plan consists of the following phases: (1) awareness phase--identification of the problem and designing a structure to support the year 2000 efforts; (2) definition of critical processes and systems--a process to identify those activities critical to the Company and focus the efforts of year 2000 activities; (3) assessment phase--inventory the Company's systems, software and equipment, assessing whether they are year 2000 compliant, prioritizing those systems, software and equipment not compliant and developing action plans for remediation and or replacement of non-complaint systems, software and equipment; (4) renovation phase--converting, replacing or retiring non-compliant systems, software and equipment; (5) validation phase--testing converted or replaced systems; (6) implementation phase--place converted or replaced systems into operations; and (7) contingency planning phase--building a backup plan to be used in the event that the renovation plan cannot be accomplished. This phase will also include business continuity and disaster recovery planning for possible year 2000 induced failures on core business processes. The Company's plan considers both its primary information systems (financial systems software, network software and equipment, personal computers, etc.) and other technology and software dependent upon embedded systems (tower equipment, telephone systems, security systems, etc.).

The Company has completed phases 1, 2 and 3 and is in the process of completing the remaining four phases for both its primary information systems and its other systems and equipment with embedded software. These phases are expected to be completed in the fourth quarter of 1999.

Through June 30, 1999, the Company has not incurred significant costs related to developing and implementing its year 2000 comprehensive plan. The remaining costs necessary to complete full implementation of the plan is estimated to be between $0.3 million and $1.3 million.

Although there can be no assurance that the Company will successfully complete implementation of its year 2000 comprehensive plan, the project is currently progressing in accordance with timetables established by the Company. Although failure to complete implementation on a timely basis may have material adverse financial and operational impacts on the Company, the Company believes such failure is not reasonably likely. The possible effects of unsuccessful implementation of the comprehensive plan include the following: (i) a temporary inability to process transactions, (ii) a temporary inability to order supplies or materials, (iii) a temporary inability to timely process orders and billings, and (iv) a temporary inability to deliver quality products and services to customers.

The Company's business is dependent upon the systems of various third parties. With regard to these vendors, the Company is in the process of assessing their year 2000 readiness based upon communications with each such vendor. The assessment is expected to be ongoing throughout the third and fourth quarters of 1999. The Company believes that a material financial or business risk could occur if the financial institutions serving the Company or the Company's utility providers have year 2000 induced failures. The Company understands that these institutions and providers are cognizant of the year 2000 issues and are actively working to solve any problems that may arise.

The Company believes that its most reasonably likely worst case result relating to year 2000 would be the failure of certain of its systems with embedded software, or failure of third party systems on which the Company's systems rely. Failure of systems or equipment with embedded software within the Company's VVDI

segment could result in temporary disruption to that aspect of the Company's operations. Although there can be no assurance that these failures would not have an adverse effect on the Company's business, the Company believes the effect of such failure would not be material to its business. If the VVDI operations were inoperable for a one week period due to year 2000 failures, the estimated lost revenue would be approximately $0.5 million.

Within its rental and management business segment, computer-controlled devices, such as those found in automatic monitoring and control systems used for antenna structure lighting, are vulnerable to year 2000 related malfunctions and may fail, which would create a hazard to air navigation. Tower owners, such as the Company, are responsible for tower lighting in compliance with Federal Communications Commission and the Federal Aviation Administration requirements and the Company intends to take the necessary steps to address the year 2000 issues; however, the Company may not be entirely successful.

Currently there are no contingency plans for the potential problems noted above with the third party vendors, embedded software and lighting systems; however, the Company has implemented a contingency planning phase for those or other matters as part of its year 2000 plan. The contingency planning phase is estimated to be completed in the fourth quarter of 1999.

Recent Accounting Pronouncement

In June 1998, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards (FAS) No. 133, Accounting for Derivative Instruments and Hedging Activities. This Statement establishes accounting and reporting standards for derivative instruments. It requires that an entity recognize all derivatives as either assets or liabilities in the statement of financial position, and measure those instruments at fair value. The accounting for changes in the fair value of a derivative (that is, gains and losses) will depend on the entity's intended use of the derivative and its resulting designation (as defined in the Statement). FAS No. 133 is effective for all fiscal quarters of all fiscal years beginning after June 15, 2000. The Company is currently in the process of evaluating the impact FAS No. 133 will have on the Company and its consolidated financial statements.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company maintains a portion of its 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, fluctuations in interest rates should not materially affect the Company's financial condition or results of operations.

The Company is exposed to market risk from changes in interest rates on long-term debt obligations that impact the fair value of these obligations. The Company attempts to reduce these risks by utilizing derivative financial instruments, namely interest rate caps and swaps, pursuant to Company policies. All derivative financial instruments are for purposes other than trading.

During June of 1999, the Company sold two interest rate swaps with aggregate notional amounts of $24.9 million (expiring in January 2001 and June 2003) and received total proceeds of $0.3 million which included a net gain of approximately $0.2 million. Such gain will be recognized as income on a straight line basis over the remaining life of each respective instrument.

The Company's potential loss in future earnings over the next twelve months as a result of a 10% increase in interest rates related to its long term debt obligations (using a weighted average interest rate of 8% at June 30, 1999) would be approximately $2.2 million.

Except as discussed above, for the six months ended June 30, 1999, the Company has not incurred any material changes with respect to the interest rates, long-term debt and interest rate caps and swaps disclosed under this section in its Annual Report on Form 10-K. Accordingly, refer to Item 7A in the Company's Annual Report on Form 10-K for a more detailed discussion.

PART II. OTHER INFORMATION

Item 1.--Legal Proceedings.

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.

Item 2.--Changes in Securities and Use of Proceeds.

Changes in Securities--The Board of Directors and the stockholders of the Company approved an amendment (the "Second Charter Amendment") to the Restated Certificate of Incorporation (the "Restated Certificate") to amend the provision of the Restated Certificate that requires an automatic conversion of the Class B common stock to Class A common stock at such time as the aggregate voting power of Mr. Dodge and his Controlled Entities (as defined in the Restated Certificate) falls below either (a) 50% of their initial aggregate voting power on June 8, 1998, which was approximately 42.6%, or (b) 20% of the aggregate voting power of all shares of common stock at the time outstanding. As a consequence of the Second Charter Amendment, the automatic conversion will occur only if the aggregate voting power of Mr. Dodge and his Controlled Entities and Mr. Thomas Stoner and his Controlled Entities falls below the applicable threshold. The amended provision was added to the Restated Certificate in connection with the merger of the Company with Old ATC in June 1998 (the "Old ATC Merger"). At the time of approval of the Second Charter Amendment, Mr. Dodge and his Controlled Entities owned "beneficially" within the meaning of the Restated Certificate approximately 28.5% (34.7% with Mr. Stoner and his Controlled Entities) of the aggregate voting power of all shares of common stock outstanding. Substantially all of the decline in Mr. Dodge's voting percentage was due to issuances of additional shares of Class A common stock by the Company and not sales by Mr. Dodge. Since the adoption of the original provision, the Company has issued more than 78.1 million shares of Class A common stock. During that period, Mr. Dodge did not sell any shares, although he did make certain charitable gifts of Class B common stock.

Recent Sales of Unregistered Securities--Pursuant to the Stock Purchase Agreement, dated as of February 4, 1999, by and between the Company and Credit Suisse First Boston Corporation (CSFB), the Company consummated an equity financing involving the issuance of 500,000 shares of Class A common stock, at $26.31 per share, the closing price of the Class A common stock on the New York Stock Exchange on February 4, 1999.

Such shares referred to in the foregoing paragraph were issued by the Company in reliance on the exemption from registration provided by Section 4(2) of the Securities Act. CSFB represented that it was acquiring the shares for investment purposes and not with a view to distribution within the meaning of the Securities Act. The stock certificate issued to CSFB bore a restrictive legend. No underwriting discounts or commissions were paid by the Company in connection with the foregoing transaction.

Item 4.--Submission of Matters to a Vote of Security Holders.

The 1999 Annual Meeting of Stockholders was held on Wednesday, May 26, 1999, to consider and act upon the following matters. The results of the stockholder voting were as follows:

1. To elect ten Directors, including two independent directors to be elected by the holders of Class A common stock, voting separately as a class, for the ensuing year or until their successors are elected and qualified;

	Votes Cast For	Votes Withheld
Steven B. Dodge	215,642,325	121,925
Alan L. Box	215,589,434	174,816
Arnold L. Chavkin	215,643,875	120,375
Dean H. Eisner	215,641,519	122,731
Jack D. Furst	215,721,275	42,975
J. Michael Gearon, Jr.	215,644,075	120,175
Fred R. Lummis*	131,838,145	120,175
Randall Mays	215,644,075	120,175
Thomas H. Stoner	215,643,075	121,175
Maggie Wilderotter*	131,899,568	58,752

*In accordance with the Company's Restated Certificate of Incorporation, the holders of Class A common stock, exclusive of all other stockholders, are entitled to elect two of the Company's independent directors. Mr. Lummus and Ms. Wilderotter were nominated as the independent directors and elected by the holders of the Class A common stock.

2. To approve the Company's 1997 Stock Option Plan, as amended, pursuant to which options to purchase Class A common stock of the Company may be granted up to an aggregate of 15,000,000 shares;

Votes For	Votes Against	Votes Withheld
198,025,794	16,739,179	999,277

3. To approve and adopt an amendment to the Company's Restated Certificate of Incorporation, that increased the authorized number of shares of common stock, par value $.01 per share;

Votes For	Votes Against	Votes Withheld
205,991,346	9,587,078	185,826

4. To approve and adopt an amendment to the Company's Restated Certificate of Incorporation, that amended the provision that requires an automatic conversion of the Class B common stock to Class A common stock if the aggregate voting power of Mr. Dodge and his Controlled Entities (as defined in the Restated Certificate) falls below a certain percentage;

	Votes For	Votes Against	Votes Withheld	Broker Non-Votes
Class A	72,135,082	45,428,864	816,597	13,577,777
Class B	83,805,930			

5. To ratify the selection by the Board of Directors of the Company's independent auditors for 1999;

Votes For	Votes Against	Votes Withheld
215,712,498	22,169	29,583

Item 6.--Exhibits and Reports on Form 8-K.

(a) Exhibits.

Listed below are the exhibits that are filed as part of this Form 10-Q (according to the number assigned to them in Item 601 of Regulation S-K).

Exhibit No.	Description of Document	Exhibit File No.
2.1	Agreement and Plan of Merger, dated as of June 28, 1999, by and among American Tower Corporation, ATI Merger Corporation, and UniSite, Inc., a Delaware corporation.....	Incorporated by reference to Exhibit 2.1 to from ATC's Current Report on Form 8-K July 16, 1999
3(i)	Restated Certificate of Incorporation, as amended, as filed with the Secretary of State of the State of Delaware on June 4, 1999.....	Filed herewith as Exhibit 3(i)
10.1	Agreement to Sublease, dated as of August 6, 1999, by and between AirTouch Communications, Inc., the other parties named therein as Sublessors, American Tower Corporation and American Tower, L.P.....	Filed herewith as Exhibit 10.1
10.2	Stock Purchase Agreement between ATC Teleports, Inc. and ICG Holdings, Inc. and ICG Satellite Services, Inc., dated as of August 11, 1999.....	Filed herewith as Exhibit 10.2
27	Financial Data Schedule.....	Filed herewith as Exhibit 27
99.1	Press Release dated as of August 8, 1999.....	Filed herewith as Exhibit 99.1

(b) Reports on Form 8-K.

None.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

American Tower Corporation

By: /s/ Joseph L. Winn

Date: August 16, 1999

Joseph L. Winn
Treasurer & Chief Financial Officer
(Duly Authorized Officer)

By: /s/ Justin D. Benincasa

Date: August 16, 1999

Justin D. Benincasa
Vice President & Corporate Controller
(Duly Authorized Officer)

EXHIBIT 3(i)

RESTATED CERTIFICATE OF INCORPORATION

OF

AMERICAN TOWER SYSTEMS CORPORATION

FIRST: The name of the corporation (hereinafter the "Corporation") is AMERICAN TOWER CORPORATION.

SECOND: The respective names of the County and of the City within the County in which the registered office of the Corporation is located in the State of Delaware are the County of New Castle and the City of Wilmington. The name of the registered agent of the Corporation is Corporation Service Company. The street and number of said registered office and the address by street and number of said registered agent is 1013 Centre Road, Wilmington, New Castle County, Delaware 19805-1297.

THIRD: The nature of the business of the Corporation and the objects or purposes to be transacted, promoted or carried on by it are as follows: To engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law.

FOURTH: The aggregate number of shares of all classes of stock which the Corporation is authorized to issue is 380,000,000 shares, of which 20,000,000 shall be shares of Preferred Stock, $.01 par value per share (the "Preferred Stock"), and 360,000,000 shall be shares of Common Stock, $.01 par value per share (the "Common Stock"), of which 200,000,000 shall be shares of Class A Common Stock, $.01 par value per share (the "Class A Common Stock"), and 50,000,000 shall be shares of Class B Common Stock, $.01 par value per share (the "Class B Common Stock"), and 10,000,000 shall be shares of Class C Common Stock, $.01 par value per share (the "Class C Common Stock").

A. GENERAL

No holder of any of the shares of stock of this Corporation, whether now or hereafter authorized or issued, shall be entitled as of right to purchase or subscribe for (i) any unissued stock of any class, or (ii) any additional share of any class to be issued by reason of any increase of the authorized stock of the Corporation of any class, or (iii) bonds, certificates of indebtedness, debentures or other securities convertible into or exchangeable, or carrying any right to purchase or otherwise acquire, stock of any class of the Corporation. Subject to the other terms of this Restated Certificate of Incorporation, the Board of Directors of the Corporation may from time to time authorize by resolution the issuance of any or all shares of the Common Stock and the Preferred Stock herein authorized, together with any additional shares of any class to be issued by reason of any increase of the authorized stock of the Corporation of any class, or bonds, certificates of indebtedness, debentures or other securities convertible into or exchangeable, or carrying any right to purchase or otherwise acquire, stock of any class of the Corporation, for such purposes, in such amounts, to such Persons, for such consideration and, in the case of the Preferred Stock, in one or more series or classes, all as the Board of Directors in its sole and absolute discretion may from time to time determine and without any vote, approval, consent or other action by the stockholders, except as otherwise required by applicable law.

Every reference in this Restated Certificate of Incorporation to a majority or other portion of shares of stock, including without limitation the provisions set forth in Articles EIGHTH and TENTH, shall refer to such majority or other portion of the votes of such shares of stock.

The designations and the powers, preferences and rights, of the capital stock of the Corporation and the qualifications, limitations and restrictions thereof, shall be as set forth in Sections B, C, D and E below.

B. PREFERRED STOCK

The Board of Directors is expressly authorized to provide for the issuance of all or any shares of the Preferred Stock in one or more classes or series, and to fix for each such class or series such voting powers, full or limited, or no voting powers, and such distinctive designations, preferences and relative, participating, optional or other special rights and such qualifications, limitations or restrictions thereof, as shall be stated and expressed in the resolution or resolutions adopted by the Board of Directors, in its sole and absolute discretion, providing for the issuance of such class or series and as may be permitted by the Delaware General Corporation Law, including, without limitation, the authority to determine with respect to the shares of any such class or series (i) whether such shares shall be redeemable, and, if so, the terms and conditions of such redemption, including the date or dates upon or after which they shall be redeemable, and the amount per share payable in case of redemption, which amount may vary under different conditions and at different redemption dates; (ii) whether such shares shall be entitled to receive dividends (which may be cumulative or noncumulative) and, if so, the rates and conditions of such dividends, including the times at which such dividends are payable, the preferences in relation to the dividends payable on any other class or classes or any other series of the same or any other class or classes of stock, and whether such dividends are payable, in whole or in part, in cash, in additional shares of such class or series, or in any other series of the same or any other class or classes of stock, or in other securities of the Corporation, or in any combination of the foregoing; (iii) the rights of such shares in the event of voluntary or involuntary liquidation, dissolution or winding up of the Corporation, and the relative rights of priority, if any, of payment of such shares; (iv) whether such shares shall be convertible into, or exchangeable for, shares of any other class or classes of stock, or of any other series of the same or any other class or classes of stock, or any other securities of the Corporation, and, if so, the terms and conditions of such conversion or exchange, including provision for adjustment of the conversion or exchange rate in such events as the Board of Directors shall determine; (v) whether the class or series shall have a sinking fund for the redemption or purchase of such shares, and, if so, the terms and amount of such sinking fund; and (vi) any other relative rights, preferences or limitations.

C. COMMON STOCK

Except as otherwise provided in this Section or as otherwise required by the Delaware General Corporation Law, all shares of Class A Common Stock, Class B Common Stock and Class C Common Stock shall be identical and shall entitle the holders thereof to the same powers, preferences and rights, and shall be subject to the same qualifications, limitations and restrictions thereof.

1. Voting Rights and Powers. (a) Except as otherwise provided in this Restated Certificate of Incorporation, with respect to all matters upon which stockholders are entitled to vote, the holders of the outstanding shares of Class A Common Stock shall be entitled to one (1) vote in person or by proxy for each share of Class A Common Stock standing in the name of such stockholders on the record of stockholders, and the holders of the outstanding shares of Class B Common Stock shall be entitled to ten (10) votes in person or by proxy for each share of Class B Common Stock standing in the name of such stockholders on the record of stockholders. Except as otherwise required by Applicable Law or paragraph (b), (c) (d), (e) or (f) of this Section (C)(1), holders of Class A Common Stock and Class B Common Stock shall vote together as a single class on all matters submitted to the stockholders for a vote, including, notwithstanding the first sentence of Section 242(b)(2) of the Delaware General Corporation Law, any amendment to this Restated Certificate of Incorporation which would increase or decrease the number of authorized shares of Class A Common Stock, Class B Common Stock and Class C Common Stock, subject to any voting rights which may be granted to

holders of Preferred Stock. Except as otherwise provided by Applicable Law, holders of Class C Common Stock shall not be entitled to vote on any matters to be voted on by the Corporation's stockholders nor to take any action in meetings with respect to any such matters.

(b) In the election of directors, the holders of Class A Common Stock shall be entitled, voting as a single class and exclusive of all other stockholders, to elect two (2) directors of the Corporation (the "Class A Directors"), with each share of Class A Common Stock entitled to one vote. Any one or more of the Class A Directors may be removed with or without cause only by a vote of the holders of Class A Common Stock, voting separately as a single class and holding not less than a majority of the issued and outstanding shares of Class A Common Stock.

(c) Except as set forth in paragraph (b) above, the holders of the Class A Common Stock and the Class B Common Stock, voting as a single class, shall have the right to vote on the election of all directors of the Corporation, with each share of Class A Common Stock being entitled to one (1) vote and each share of Class B Common Stock being entitled to ten (10) votes. Any one or more of the directors (other than the Class A Directors) may be removed with or without cause by a vote of the holders of Class A Common Stock and Class B Common Stock, voting as a single class, holding not less than a majority of the votes entitled to be cast for the election of directors (other than Class A Directors) of the Corporation.

(d) From and after the Final Class B Date, except as otherwise required by Applicable Law and subject to the rights, if any, of any class or series of Preferred Stock from time to time outstanding, with respect to each matter submitted to the vote of the stockholders (including without limitation the election of directors of the Corporation), the holders of the Class A Common Stock voting as a class shall be entitled to determine such matter, with each issued and outstanding share of Class A Common Stock entitled to one (1) vote.

(e) In addition to such other vote, if any, as may be required by the Delaware General Corporation Law or this Restated Certificate of Incorporation, the vote or consent of the holders of a majority of the Class A Common Stock voting separately as a single class shall be required to amend or restate this Restated Certificate of Incorporation in a manner that would alter or change the powers, preferences or special rights of the shares of Class A Common Stock so as to affect them adversely; provided, however, that notwithstanding the foregoing, no such amendment or restatement that (i) increases or decreases the number of authorized shares of, or which increases or decreases the par value of, the Class A Common Stock, the Class B Common Stock or the Class C Common Stock, or (ii) creates a new class of Common Stock or increases or decreases the authorized number of shares thereof so long as such shares are not entitled to more than one (1) vote per share, shall be deemed to affect adversely the powers, preferences or special rights of the shares of Class A Common Stock, and the holders of the Class A Common Stock shall not be entitled to vote as a class with respect to any of the matters referred to in clause (i) or (ii) immediately preceding.

(f) In addition to the vote, if any, as may be required by the Delaware Corporation Law or this Restated Certificate of Incorporation, the vote or consent of the holders or a majority of the Class A Common Stock, voting separately as a single class, shall be required to amend or restate this Restated Certificate of Incorporation in a manner that creates any class of Common Stock having more than one vote per share, unless such class is to be issued in exchange for the Class B Common Stock and does not have more than ten votes per share and the terms of this Section (C) apply to it to the same extent as to the Class B Common Stock.

2. Stock Splits, Dividends and Distributions. The Corporation shall not in any manner subdivide (by stock split or otherwise) or combine (by reverse stock split or otherwise), or pay or declare any stock dividend on, the outstanding shares of the Common Stock of any class or series unless the outstanding Common Stock of all the other classes and series shall be proportionately subdivided or combined or the holders thereof shall have received a proportionate dividend. All such subdivisions, combinations and dividends shall be payable only in shares of the respective classes or series to the holders of such classes or series. At any time shares of more than one class of Common Stock are outstanding, as and when dividends or other distributions payable in either cash, capital stock of the Corporation (other than in shares of Class A Common Stock, Class B Common Stock or Class C Common Stock) or other property of the Corporation may be declared by the Board of Directors, the amount of any such dividend or other distribution payable on each share of each class of Common Stock shall in all cases be equal, except that in the event of any such dividend or distribution in which shares (or other securities) of any company (including of any direct or indirect Subsidiary of the Corporation) are distributed, such shares (or other securities) may differ as to voting rights up to the extent that the voting rights of the Class A Common Stock, the Class B Common Stock and the Class C Common Stock differ immediately prior to such dividend or distribution; provided, however, that any shares (or other securities) that differ as to voting rights and are permitted by the exception immediately preceding this proviso shall be subject to the same transfer restrictions and conversion events as the Class B Common Stock to the same extent as if such shares (or other securities) were shares of Class B Common Stock.

3. Consideration on Merger, Consolidation, etc.; Distribution of Assets Upon Liquidation. In any merger, consolidation or business combination, the consideration to be received per share by the holders of shares of Class A Common Stock, shares of Class B Common Stock and shares of Class C Common Stock shall be identical for each class of stock, except that in any such transaction in which shares of capital stock and/or other securities (including debt securities) (including without limitation those of a surviving entity, or the direct or indirect parent entity thereof, whether or not such surviving entity is the Corporation) are to be distributed, such shares (or other securities) may differ as to voting rights up to the extent that the voting rights of the Class A Common Stock, the Class B Common Stock and the Class C Common Stock differ immediately prior to such merger, consolidation or business combination; provided, however, that any shares (or other securities) that differ as to voting rights and are permitted by the exception immediately preceding this proviso shall be subject to the same transfer restrictions and conversion events as the Class B Common Stock to the same extent as if such shares (or other securities) were shares of Class B Common Stock.

In the event the Corporation shall be liquidated, dissolved or wound up, whether voluntarily or involuntarily, after there shall have been paid or set aside for the holders of all shares of the Preferred Stock then outstanding the full preferential amounts to which they may be entitled, if any, under the resolutions authorizing the issuance of such Preferred Stock, the net assets of the Corporation remaining thereafter shall be distributed ratably to each share of Class A Common Stock, Class B Common Stock and Class C Common Stock in accordance with the number of shares thereof and without regard to class, except that in the event of any such liquidation, dissolution or winding up in which shares (or other securities) of any company (including of any direct or indirect Subsidiary of the Corporation) are distributed, such shares (or other securities) may differ as to voting rights up to the extent that the voting rights of the Class A Common Stock, the Class B Common Stock and the Class C Common Stock differ immediately prior to such liquidation, dissolution or winding up; provided, however, that any shares (or other securities) that differ as to voting rights and are permitted by the exception immediately preceding this proviso shall be subject to the same transfer restrictions and conversion events as the Class B Common Stock to the same extent as if such shares (or other securities) were shares of Class B Common Stock. For the purposes of this paragraph, neither the merger, consolidation or business combination of the Corporation with or into any other entity in which the stockholders of the Corporation receive capital stock and/or other securities (including debt securities) of the surviving entity (or of the direct or indirect parent entity thereof), nor the sale, lease or transfer by the Corporation of all or any part

of its business and assets, nor the reduction of the capital stock of the Corporation, shall be deemed to be a voluntary or involuntary liquidation, dissolution or winding up of the Corporation.

4. Automatic Conversion of Class B Common Stock Upon Non-Permitted Transfer of Class B Common Stock. No Person may Transfer, and the Corporation shall not register the Transfer of, any share of Class B Common Stock, unless such Transfer constitutes a Permitted Transfer. Any purported Transfer of economic, record or beneficial ownership of shares of Class B Common Stock other than in accordance with the terms of this Subsection shall, without any act on the part of the Corporation, the Class B Holder, the transferee or any other Person, result in the conversion of each share of the purportedly transferred shares of Class B Common Stock into one share of Class A Common Stock effective on the date of such purported transfer, and the stock certificates formerly representing such shares of Class B Common Stock shall thereupon and thereafter be deemed to represent such number of shares of Class A Common Stock. Notwithstanding the foregoing, any Class B Holder may pledge its shares of Class B Common Stock to a pledgee pursuant to a bona fide pledge of such shares as collateral security for indebtedness due to the pledgee, provided that such shares shall not be registered in the name of the pledgee and shall remain subject to the provisions of this Subsection. In the event of foreclosure or other similar action with respect to such shares by the pledgee, such pledged shares of Class B Common Stock may only be Transferred to a Permitted Transferee or converted into shares of Class A Common Stock, as the pledgee may elect.

Shares of Class B Common Stock issued upon Transfer to a Permitted Transferee shall be issued to or registered in the names of the beneficial owners thereof and not in "street" or "nominee" names. If there is more than one beneficial owner of such transferred shares of Class B Common Stock, the shares may be registered in the name of one such beneficial owner, provided such registered owner files a certificate with the Corporation identifying the names of all beneficial owners of such shares. The Corporation may, in connection with preparing a list of stockholders entitled to vote at any meeting of stockholders, or as a condition to the transfer or the registration of shares of Class B Common Stock on the Corporation's books, require the furnishing of such affidavits or other proof as it deems necessary to establish that the registered owner of such shares is in fact the beneficial owner of such shares, or to establish the identity of the Economic Owner, as the case may be, of such shares or to establish that any transferee of such shares is a Permitted Transferee.

The Corporation shall note on all certificates for shares of Class B Common Stock that the shares represented by such certificates are subject to the restrictions on transfer and registration of transfer imposed by this Subsection.

5. Automatic Conversion of all Class B Common Stock. Upon the occurrence of a Dodge Conversion Event:

(a) all shares of Class B Common Stock at the time outstanding shall, without any act on the part of the Corporation, any Class B Holder or any other Person, result in the conversion of each share of Class B Common Stock into one share of Class A Common Stock effective as of the close of business on the date of the occurrence of the Dodge Conversion Event, the stock certificates formerly representing shares of Class B Common Stock shall thereupon and thereafter be deemed to represent such number of shares of Class A Common Stock, and no further transfers of shares of Class B Common Stock shall be effected on the stock record books of the Corporation; and

(b) all options to purchase shares of Class B Common Stock at the time outstanding shall, without any act on the part of the Corporation, the holder of any such option or any other Person, become an option to purchase a number of shares of Class A Common Stock equal to the number of shares of Class B Common Stock theretofore purchasable under such option.

6. Optional Conversion of Common Stock. Each fully paid share of Class B Common Stock and each fully paid share of Class C Common Stock shall be convertible at the election of the holder thereof into one share of Class A Common Stock in accordance with and subject to the provisions of this Subsection as follows:

(a) Class B Common Stock into Class A Common Stock. Any holder of shares of Class B Common Stock may, in its sole and absolute discretion, elect to convert any or all of such shares into shares of Class A Common Stock at one time or from time to time by surrendering the certificate representing each share of Class B Common Stock to be converted to the Corporation at its principal executive offices, accompanied by a written notice of the election by the holder thereof to convert and (if so required by the Corporation) by instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by such holder or his duly authorized attorney, with signature guaranteed (if so required by the Corporation).

(b) Class C Common Stock into Class A Common Stock.

(i) Any holder of shares of Class C Common Stock, other than Chase Equity Associates ("CEA") or any of its Affiliates (individually, a "CEA Holder" and collectively, the "CEA Holders"), may, in its sole and absolute discretion, elect to convert any or all of such shares into shares of Class A Common Stock at one time or from time to time by surrendering the certificate representing each share of Class C Common Stock to be converted to the Corporation at its principal executive offices, accompanied by a written notice of the election by the holder thereof to convert and (if so required by the Corporation) by instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by such holder or his duly authorized attorney, with signature guaranteed (if so required by the Corporation).

(ii) Upon the occurrence or expected occurrence of a Conversion Event, any CEA Holder may, in its sole and absolute discretion, elect to convert any or all of such shares into shares of Class A Common Stock at one time or from time to time by surrendering the certificate representing each share of Class C Common Stock to be converted to the Corporation at its principal executive offices, accompanied by a written notice of the election by the holder thereof to convert and (if so required by the Corporation) by instruments of transfer, in form reasonably satisfactory to the Corporation, duly executed by such holder or his duly authorized attorney, with signature guaranteed (if so required by the Corporation). Each CEA Holder shall be entitled to convert shares of Class C Common Stock into shares of Class A Common Stock in connection with any Conversion Event if such CEA Holder reasonably believes that such Conversion Event will be consummated, and a written request for conversion from any CEA Holder stating such CEA Holder's reasonable belief that a Conversion Event shall occur shall be conclusive and shall obligate the Corporation to effect such conversion in a timely manner so as to enable each such CEA Holder to participate in such Conversion Event. The Corporation will not cancel the shares of Class C Common Stock so converted before the tenth day following such Conversion Event and will reserve such shares until such tenth day for reissuance in compliance with the next sentence. If any shares of Class C Common Stock are converted into shares of Class A Common Stock in connection with a Conversion Event and such shares of Class A Common Stock are not actually distributed, disposed of or sold pursuant to such Conversion Event, such shares of Class A Common Stock shall be promptly converted back into the same number of shares of Class C Common Stock. Notwithstanding the foregoing, any CEA Holder may convert shares of Class C Common Stock into Class A Common Stock upon approval by the Board of Directors of the Corporation in accordance with applicable law.

(iii) Notwithstanding the provisions of paragraphs (i) and (ii) immediately preceding, no such conversion of Class C Common Stock shall be permitted if the Corporation determines, in its reasonable business judgment, that the ownership, or proposed ownership, of shares of stock or other securities of the Corporation (A) would cause the holder or CEA Holder of the shares of Class C Common Stock proposed to be converted to become a Disqualified Person or (B) may be inconsistent with, or in violation of, any Applicable Law or Governmental Authorization.

7. Non-Permitted Dodge Transfers. The Corporation shall not issue, or permit the Transfer on the books of the Corporation or otherwise, to Dodge or any of his Controlled Entities, Family Members or Dodge Charitable Foundations, of any shares of any class or series of capital stock (or other voting securities) if, after giving effect to such issue or Transfer, Dodge, together with his Controlled Entities, Family Members and Dodge Charitable Foundations, would own beneficially shares of capital stock of the Corporation entitled to vote generally for the election of directors which, on a combined basis, would represent more than the Designated Voting Percentage of the aggregate voting power of all classes of capital stock of the Corporation entitled to vote generally for the election of directors (it being understood that the right of the holders of one or more classes of Preferred Stock to elect a specific number of directors, either generally or upon the occurrence of events specified in the terms of the Preferred Stock, shall not be deemed to mean that any of those holders are entitled to vote generally for the election of directors). For purposes of this Subsection 7, beneficially ownership shall be determined in accordance with Rule 13d-3 promulgated under the Exchange Act or any successor rule. For purposes of illustrating the preceding provision of this Subsection 7 if, based on the present composition of the Corporation's capital stock, 100 shares of Class A Common Stock were outstanding (having one vote per share) and 200 shares of Class B Common Stock were outstanding (having ten votes per share), the Corporation would be deemed to have capital stock having total voting power of 2,100 votes (i.e., 100 votes attributable to the Class A Common Stock and 2,000 votes attributable to the Class B Common Stock) and Dodge, together with his Controlled Entities, Family Members and Dodge Charitable Foundations, would be prohibited from owning capital stock of the Corporation (of whatever series or class) having the right to cast more than 1,049 votes (i.e., 49.99% of 2,100). The foregoing illustration assumes the Designated Voting Percentage equals 49.99%.

8. Reservation of Common Stock upon Conversion of Common Stock. The Corporation shall, at all times, reserve and keep available, solely for the purpose of issuance upon conversion of outstanding shares of Class B Common Stock and Class C Common Stock, such number of shares of Class A Common Stock as may be issuable upon the conversion of all such outstanding shares of Class B Common Stock and Class C Common Stock; provided, however, that the Corporation may deliver shares of Class A Common Stock which are held in the treasury of the Corporation for shares of Class B Common Stock and Class C Common Stock converted. All shares of Class A Common Stock which may be issued upon conversion of shares of Class B Common Stock and Class C Common Stock will, upon issuance, be fully paid and nonassessable. The aggregate amount of stated capital represented by shares of Class A Common Stock issued upon conversion of shares of Class B Common Stock and shares of Class C Common Stock shall be the same as the aggregate amount of stated capital represented by the shares of Class B Common Stock and Class C Common Stock so converted.

9. Issuance of Certificates. The issuance of a certificate or certificates for shares of Class A Common Stock upon conversion of shares of Class B Common Stock or Class C Common Stock shall be made without charge for any stamp or other similar tax in respect of such issuance. However, if any such certificate or certificates are to be issued in a name other than that of the holder of the shares of Class B Common Stock or Class C Common Stock to be converted, the Person requesting the issuance thereof shall pay to the Corporation the amount of any tax which may be payable in respect of any such transfer, or shall establish to the reasonable satisfaction of the Corporation that such tax has been paid or is not so payable. As promptly

as practicable after the surrender for conversion of a certificate or certificates representing shares of Class B Common Stock or, except as provided in paragraph (b)(ii) of Subsection 6, Class C Common Stock and, if required, payment of any tax as hereinabove provided, the Corporation will deliver to, or upon the written order of, the holder of such certificate or certificates, a certificate or certificates representing the number of shares of Class A Common Stock issuable upon such conversion. Such conversion shall be deemed to have been made immediately prior to the close of business on the earlier of (a) the occurrence of a Dodge Conversion Event or (b) the date of the surrender of the certificate or certificates representing shares of Class B Common Stock or Class C Common Stock (or, if the transfer books of the Corporation shall be closed on such date, then immediately prior to the close of business on the first date thereafter that said books shall be open), and all rights of such holder arising from ownership of shares of Class B Common Stock or Class C Common Stock shall cease at such time and the Person in whose name the certificate or certificates representing shares of Class A Common Stock are to be issued shall be treated for all purposes as having become the record holder of such shares of Class A Common Stock at such time and shall have and may exercise all the rights and powers appertaining thereto.

10. Restriction on Issuance of Shares of Class B Common Stock. The Corporation shall not issue any additional shares of Class B Common Stock or any new class of common stock entitled to cast more than one (1) vote per share, unless such issuance is pursuant to Section C(1)(f) or C(2) or is pursuant to Option Securities that exist, or are required to be issued, as of the effective time of the ATC Merger to acquire shares of Class B Common Stock. The Corporation shall not, except pursuant to the provisions of Section C(1)(f), issue any Convertible Securities, convertible or exchangeable into, or Option Securities to purchase, any shares of Class B Common Stock or any new class of Common Stock entitled to cast more than one (1) vote per share.

11. Automatic Conversion of Certain Class B Common Stock. At any time a Controlled Entity of any Original Class B Holder fails to remain a Controlled Entity of such Original Class B Holder, any shares of Class B Common Stock then standing in the name of such Controlled Entity on the stock records of the Corporation shall, without any act on the part of the Corporation, result in the conversion of such shares of Class B Common Stock into shares of Class A Common Stock effective as of the close of business on the date such Controlled Entity fails to remain a Controlled Entity of any one or more Original Class B Holders.

12. No Circumvention. Without the consent of the holders of a majority of the shares of Class A Common Stock, voting separately as a class, except as otherwise specifically provided in this Restated Certificate of Incorporation (including without limitation paragraph (e) of Section C(1) and Sections C(2) and (3)), the Corporation shall not, by amendment of this Restated Certificate of Incorporation, by amendment of the Corporation's bylaws or through any reorganization, transfer of assets, consolidation, merger, dissolution, or any other voluntary action, avoid or seek to avoid the protections afforded the holders of shares of Class A Common Stock with respect to the Class B Common Stock or the issue of shares of Common Stock entitled to cast more than one (1) vote set forth in this Section C, as presently constituted; provided, however, that notwitstanding the foregoing, the Corporation may issue and sell debt or shares of Preferred Stock, including without limitation pursuant to a public offering, private placement, consolidation, merger or acquisition of assets, that have special voting rights.

D. COMMUNICATIONS ACT RESTRICTIONS

1. Foreign Ownership Limitations. The Corporation shall not issue, or permit the transfer on the books of the Corporation, to any Alien or Aliens, either individually or in the aggregate, of any shares of any class or series of capital stock (or other voting securities) if, after giving effect to such issue or transfer, the foreign ownership or voting levels of the Corporation or any of its Subsidiaries would exceed the Foreign Ownership Limitations. No Alien shall be entitled to vote or direct or control the vote of shares of any class

or series of capital stock (or other voting securities) of the Corporation in excess of the Foreign Ownership Limitations. The voting rights with respect to any such shares (or other securities) held by Aliens which exceed the Foreign Ownership Limitations shall be forfeited and such shares (or other securities) shall be deemed for all purposes (including without limitation for purposes of determining quorums and whether the requisite percentage of the issued and outstanding shares of any class or series of capital stock (or other voting securities) has voted or consented to a particular action) of this Restated Certificate of Incorporation not to be issued and outstanding.

2. Disqualified Person Determinations. Each stockholder agrees (a) to advise the Corporation promptly if (i) it is or becomes an Alien or a Disqualified Person, or (ii) its ownership or voting levels increase beyond those permitted by Section 310(b)(3) or (4), as applicable, of the Communications Act, and (b) to provide the Corporation promptly with such information as the Corporation may, from time to time, reasonably request to enable the Corporation to determine whether such stockholder is an Alien or a Disqualified Person. In the event the Corporation determines, in its reasonable business judgment, that any stockholder is, or is about to become, a Disqualified Person (a "Disqualified Person Determination"), it shall promptly so advise such stockholder and if, within thirty (30) days, or such shorter period as the Corporation shall require as being in the best interests of the Corporation, such stockholder has not made arrangements reasonably satisfactory to the Corporation to cause such stockholder to no longer be, or likely to be, a Disqualified Person, then the Corporation shall have the right, in its sole and absolute discretion, to effect an Automatic Conversion in accordance with the provisions of Subsection 3 of this Section.

3. Automatic Conversions. In the event the Corporation shall have made a Disqualified Person Determination and the stockholder that is the subject thereof has not made arrangements reasonably satisfactory to the Corporation to cause such stockholder to no longer be a Disqualified Person, then the Corporation shall have the right, in its sole and absolute discretion, if the same would cause such stockholder not to be a Disqualified Person, to convert automatically (an "Automatic Conversion") all, or such number as the Corporation shall specify, of such stockholder's shares of Class A Common Stock and/or Class B Common Stock into Class C Common Stock, such conversion to become effective, without any further act of the Corporation, such Disqualified Person or any other Person, upon the date specified therefor in a resolution of the Board of Directors or, if no date is specified, upon the adoption of such resolution stating that such shares shall be so converted. Stock certificates formerly representing such shares of Class A Common Stock and/or Class B Common Stock held by such Disqualified Person shall thereupon and thereafter be deemed to represent such shares of Class C Common Stock, and all rights of such Disqualified Person arising from ownership of shares of Class A Common Stock and/or Class B Common Stock so converted shall cease at such time and such Disqualified Person in whose name the certificate or certificates representing such shares of Class A Common Stock and/or Class B Common Stock shall be treated for all purposes as having become the record holder of such shares of Class C Common Stock at such time and shall have and may exercise all the rights and powers appertaining thereto. Each holder of shares of Class A Common Stock and/or Class B Common Stock agrees to deliver stock certificates representing shares of Class A Common Stock and/or Class B Common Stock, as the case may be, subject to such Automatic Conversion but the failure to deliver such certificates shall not affect the validity of such Automatic Conversion. Upon such surrender, such Disqualified Person shall be entitled to a certificate or certificates for shares of Class C Common Stock without charge for any stamp or other similar taxes in respect of such issuance. However, if any such certificate or certificates are to be issued in a name other than that of the holder of the shares of Class A Common Stock and/or Class B Common Stock subject to such Automatic Conversion, such Disqualified Person shall pay to the Corporation the amount of any tax which may be payable in respect of any such transfer, or shall establish to the reasonable satisfaction of the Corporation that such tax has been paid or is not so payable. As promptly as practicable after such surrender and, if required, payment of any tax as hereinabove provided, the Corporation will deliver to, or upon the written order of, such Disqualified Person, a certificate or certificates representing the number of shares of Class C Common Stock issuable upon such Automatic Conversion.

The Board of Directors of the Corporation shall have all power and authority necessary or advisable to implement the provisions of this Section. The certificates representing shares of capital stock (or other securities) of the Corporation shall contain a legend referring to such provisions.

E. DEFINITIONS

For purposes of this Restated Certificate of Incorporation, unless the context otherwise requires, the following terms (or any variant in the form thereof) have the following respective meanings. Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa, and the reference to any gender shall be deemed to include all genders.

The terms "Affiliate" shall mean (i) any other Person at the time directly or indirectly control ling, controlled by or under direct or indirect common control with such Person, (ii) any other Person of which such Person at the time owns, or has the right to acquire, directly or indirectly ten percent (10%) or more on a consolidated basis of the equity or beneficial interest, (iii) any other Person which at the time owns, or has the right to acquire, directly or indirectly ten percent (10%) or more of any class of the capital stock or beneficial interest of such Person, (iv) any Executive Officer or director of such Person, and (v) when used with respect to an individual, shall include a spouse, any ancestor or descendant, or any other relative (by blood, adoption or marriage), within the third degree of such individual or any trust for the benefit of one or more of the foregoing. A Person shall be deemed to be "controlled by" any other Person if such other Person possesses, directly or indirectly, power to direct or cause the direction of the management or policies of such Person or the disposition of its assets or properties, whether by stock, equity or other ownership, by contract, arrangement or understanding, or otherwise.

The term "Alien" shall mean (i) an individual who is a citizen of a country other than the United States; (ii) any Entity organized under the laws of a government other than the government of the United States or any state, territory or possession of the United States; (iii) a government other than the government of the United States or any state, territory or possession of the United States; (iv) a representative of, or an individual or Entity controlled by, any of the individuals, Entities or governments referred to in clauses (i), (ii) or (iii); and (v) any other Person included in the definitions of Persons restricted by the foreign ownership or voting level provisions of Section 310(b)(3) or (4) of the Communications Act.

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

The term "ARS" shall mean American Radio Systems Corporation, a Delaware corporation.

The term "ATC Merger" shall mean the merger of American Tower Corporation, a Delaware corporation, with and into the Corporation.

The term "ATS Private Placement" shall mean the issue and sale of 8,000,000 shares of Common Stock by ATS to the purchasers named in the Stock Purchase Agreement, dated as of January 8, 1998, between ATS and the purchasers, including without limitation Dodge and the Stoner Group, named therein.

The term "Authority" shall mean any governmental or quasi-governmental authority, whether administrative, executive, judicial, legislative or other, or any combination thereof, including without

limitation any federal, state, territorial, county, municipal or other government or governmental or quasi-governmental agency, arbitrator, authority, board, body, branch, bureau, central bank or comparable agency or Entity, commission, corporation, court, department, instrumentality, master, mediator, panel, referee, system or other political unit or subdivision or other Entity of any of the foregoing, whether domestic or foreign.

The term "Class B Holder" shall mean (i) any Original Class B Holder or (ii) any Person to whom shares of Class B Common Stock are hereafter transferred pursuant to a Permitted Transfer.

The term "Code" shall mean the Internal Revenue Code of 1986, and the rules, regulations, policies and orders thereunder, all as from time to time in effect, or any successor law, rules, regulations, policies and orders and any reference to any statutory or regulatory provision shall be deemed to be a reference to any successor statutory or regulatory provision.

The term "Communications Act" shall mean the Communications Act of 1934, and the rules, regulations, policies and orders thereunder, all as from time to time in effect, or any successor law, rules, regulations, policies and orders and any reference to any statutory or regulatory provision shall be deemed to be a reference to any successor statutory or regulatory provision.

The term "Controlled Entity" shall mean, with respect to any Person (such Person being referred to as the "first Person" in this definition), (i) any of the first Person's and/or any other Original Class B Holder's Family Members with respect to which the first Person (and/or any other Original Class B Holder) (x) retains sole voting control, by proxy, voting agreement, voting trust or otherwise over the shares of Class B Common Stock transferred by the first Person and (y) continue to exercise a sole voting power over such shares; provided, however, any of such Family Members shall not be considered, for these purposes, to be a Controlled Entity of the first Person with respect to any Class B Common Stock so transferred as to which, at any time subsequent to such transfer, the first Person (and/or any other Original Class B Holder) fail to retain sole voting power over any Class B Common Stock so transferred or as to which any other Person (other than the first Person (and/or any other Original Class B Holder)) exercise any voting power or direction with respect to any Class B Common Stock so transferred (other than pursuant to a proxy granted in connection with any regular or special meeting of the stockholders of ATS), and (ii) any Entity that (A) is and remains directly controlled (through voting securities, board or other management positions, contract or otherwise) by the first Person (and/or any other Original Class B Holder) and (B) the first Person, together with any other Original Class B Holder and Family Members of any thereof, own and continue to own (or, if such Entity is a trust, is (or are) the beneficiary (or beneficiaries) and continue to be the beneficiary (or beneficiaries) of), directly or indirectly, 90% of the record and beneficial interest of such Entity.

The term "Conversion Event" shall mean (i) any public offering or public sale of securities of the Corporation (including a public offering registered under the Securities Act and a public sale pursuant to Rule 144 promulgated under the Securities Act), (ii) any sale of securities of the Corporation to a person or group of Persons (within the meaning of the Exchange Act, a "Group") if, after such sale, such Person or Group would own or control securities which possess in the aggregate the ordinary voting power to elect a majority of the Corporation's directors (provided that such sale has been approved by the Corporation's Board of Directors or a committee thereof), (iii) any sale of securities of the Corporation to a Person or Group if, after such sale, such Person or Group would own or control securities of the Corporation (excluding any Class B Common Stock being converted and disposed of in connection with such Conversion Event) which possess in the aggregate the ordinary voting power to elect a majority of the Corporation's directors, (iv) any sale of securities of the Corporation to a Person or Group if, after such sale, such Person or Group would not, in the aggregate,

own, control or have the right to acquire more than two percent (2%) of the outstanding securities of any class of voting securities of the Corporation, and (v) a merger, consolidation or similar transaction involving the Corporation if, after such transaction, a Person or Group would own or control securities which possess in the aggregate the ordinary voting power to elect a majority of the surviving corporation's directors (provided that the transaction has been approved by the Corporation's Board of Directors or a committee thereof).

The term "Convertible Securities" shall mean any evidences of indebtedness, shares of capital stock (other than common stock) or other securities directly or indirectly convertible into or exchangeable for shares of common stock, whether or not the right to convert or exchange thereunder is immediately exercisable or is conditioned upon the passage of time, the occurrence or non-occurrence or existence or non-existence of some other Event, or both.

The term "Designated Voting Percentage" shall mean, as of any date of determination, 49.99% minus the percentage of voting rights represented by the Class B Common Stock purchased by any member of the Stoner Group in the ATS Private Placement that is beneficially owned as of such determination date by any member of the Stoner Group, any of their respective Controlled Entities or Family Members or any Person that is controlled, with respect to the voting of any Class B Common Stock held thereby, by any one or more of the foregoing Persons described in this definition. For purposes of this definition, beneficial ownership shall be determined in accordance with Rule 13d-3 promulgated under the Exchange Act or any successor rule.

The term "Disqualified Person" shall mean any Person which, in the good faith determination of the Board of Directors of the Corporation, based on the advice of counsel, directly or indirectly, as a result of ownership of Preferred Stock or Common Stock (or other shares of capital stock or securities of the Corporation) or otherwise, (i) has caused or would cause the Corporation or any of its Subsidiaries to violate the multiple, cross-ownership, cross-interest or other rules, regulations, policies or orders of the FCC, or (ii) could result in disqualification of the Corporation or any of its Subsidiaries as a licensee of the FCC, or (iii) would cause the Foreign Ownership Limitations to be violated.

The term "Dodge" means Steven B. Dodge, the Chairman of the Board, President and Chief Executive Officer of the Corporation.

The term "Dodge Charitable Foundation" shall mean any Entity formed by Dodge and/or his Family Members for any of the purposes set forth in Section 501(c)(3) of the Code.

The term "Dodge Conversion Event" shall mean that Dodge and the Dodge Permitted Transferees, in the aggregate, own beneficially shares of Common Stock which, on a combined basis, represent less than the greater of (i) fifty percent (50%) of the aggregate voting power owned beneficially by Dodge and the Dodge Permitted Transferees determined on a combined basis, immediately following consummation of the ATC Merger, and (ii) twenty percent (20%) of the aggregate voting power of all classes of capital stock of the Corporation entitled to vote generally for the election of directors (it being understood that the right of the holders of (a) Class A Common Stock to elect two (2) directors pursuant to the provisions of Section 1 of Section C of Article Fourth or (b) one or more classes of Preferred Stock to elect a specific number of directors, either generally or upon the occurrence of events specified in the terms of the Preferred Stock, shall not be deemed to mean that any of those holders are entitled to vote generally for the election of directors). For purposes of determining beneficial ownership with respect to a Dodge Conversion Event, (a) Dodge and the Dodge Permitted Transferees shall be deemed to own beneficially all shares of capital stock of the

Corporation that, at the time of determination, (i) could be purchased or otherwise acquired by Dodge or any of the Dodge Permitted Transferees pursuant to all Convertible Securities and Option Securities then held by Dodge or any of the Dodge Permitted Transferees, or (ii) are held for the benefit of Dodge or any of the Dodge Permitted Transferees pursuant to any Benefit Arrangement or Plan of ATS or any of its Subsidiaries; and (b) except as described in clause (a) preceding, Dodge and the Dodge Permitted Transferees shall not be deemed to own beneficially any shares of capital stock of the Corporation that, at the time of determination, might be deemed to be owned beneficially (within the meaning of Rule 13d-3 promulgated under the Exchange Act or any successor rule).

The term "Dodge Permitted Transferee" shall mean any Controlled Entity of Dodge.

The term "Economic Owner" shall have the meaning ascribed to the term "beneficial owner" in Rule 16a-l(a)(2) promulgated under the Exchange Act or any successor rule.

The term "Effective Date" shall mean the date this Restated Certificate of Incorporation becomes effective under the provisions of the Delaware General Corporation Law.

The term "Entity" shall mean any corporation, firm, unincorporated organization, association, partnership, trust (inter vivos or testamentary), estate of a deceased, insane or incompetent individual, business trust, joint stock company, joint venture or other organization, entity or business, whether acting in an individual, fiduciary or other capacity, or any governmental or quasi-governmental authority, whether domestic or foreign and whether administrative, executive, judicial, legislative or other, or any combination thereof.

The term "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.

The term "Exchange Act" shall mean the Securities Exchange Act of 1934, and the rules and regulations of the Commission thereunder, all as from time to time in effect, or any successor law, rules or regulations, and any reference to any statutory or regulatory provision shall be deemed to be a reference to any successor statutory or regulatory provision, except that any Person meeting the terms of a particular definition as of the time he qualifies shall not thereafter lose such qualification solely because of a change in the Exchange Act or such rules and regulations.

The term "Family Members" shall mean, with respect to any Person, the spouse or former spouse of such Person, any lineal descendant, natural or adopted, of a grandparent of such Person, or a grandparent of the spouse or former spouse of such Person and any spouse or former spouse of such lineal descendant.

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

The term "Final Class B Date" shall be the date that both of the following conditions shall have been met: (i) all issued and outstanding shares of Class B Common Stock shall be converted into shares of Class A Common Stock in accordance with the provisions of Subsection 4, 5 or 6 of Section C of this Article or shall otherwise cease to be outstanding, and (ii) the Corporation has no obligation to issue any additional shares of Class B Common Stock, pursuant to Option Securities outstanding or required to be issued, as of the effective time of the ATC Merger, that are exercisable for Class B Common Stock.

The term "Foreign Ownership Limitations" shall mean the provisions with respect to foreign ownership or voting levels of the Corporation or any of its Subsidiaries set forth in Section 310(b)(3) or (4) of the Communications Act, as applicable.

The term "Governmental Authorization" shall mean all approvals, concessions, consents, exemptions, franchises, licenses, orders, permits, plans, registrations and other authorizations of and all reports to and filings with all Authorities.

The term "Law" shall mean any action, code, consent decree, constitution, decree, directive, enactment, finding, guideline, law, injunction, interpretation, judgment, order, ordinance, policy statement, proclamation, promulgation, regulation, requirement, rule, rule of law, rule of public policy, settlement agreement, statute, or writ, or the common law, or any particular section, part or provision thereof, or any interpretation, directive, guideline or request (having the force of law), of any Authority, including without limitation (a) the judicial systems thereof, or any particular section, part or provision thereof, and (b) any of the foregoing relating to antitrust or prohibiting other anticompetitive business practices, those relating to employment practices (such as discrimination, health and safety), and those relating to minority business enterprises.

The term "Option Securities" shall mean all rights, options and warrants, and calls or commitments evidencing the right, to subscribe for, purchase or otherwise acquire shares of capital stock or Convertible Securities, and all stock appreciation rights, in each case whether or not the right to subscribe for, purchase or otherwise acquire is immediately exercisable or is conditioned upon passage of time, the occurrence or non-occurrence or the existence or non-existence of some other Event.

The term "Original Class B Holder" shall mean any Person (i) who owned of record or who was the Economic Owner of shares of Class B Common Stock immediately prior to the consummation of the ATC Merger (including any Person entitled to become at such time such an owner of record or Economic Owner of such shares as a consequence of the Tower Separation), or (ii) who held an option to purchase shares of Class B Common Stock immediately prior to the consummation of the ATC Merger (including Persons entitled to receive at such time such an option in exchange for an option to purchase shares of Class B Common Stock of ARS pursuant to certain transactions related to the Tower Separation).

The term "Permitted Transfer" shall mean (i) any Transfer pursuant to the Tower Separation and (ii) a Transfer of Class B Common Stock to any Permitted Transferee; provided, however, that notwithstanding the foregoing, a Transfer to a Dodge Charitable Foundation shall not constitute a permitted Transfer (a) to the extent that the aggregate number of shares of Class B Common Stock Transferred to all Dodge Charitable Foundations that remain (x) Class B Common Stock and (y) owned by any Dodge Charitable Foundation exceeds 1,000,000 (as presently constituted), or (b) if Dodge and/or his Family Members cease to exercise sole voting power or direction with respect to any Class B Common Stock so transferred and still held as Class B Common Stock (other than pursuant to an agreement or proxy excluded from the definition of "Transfer"), or (c) if any Dodge Conversion Event shall have occurred.

The term "Permitted Transferee" shall mean (i) any Original Class B Holder, (ii) any Controlled Entity of any Original Class B Holder and (iii) any Dodge Charitable Foundation.

The term "Person" shall mean any natural individual or any Entity.

The term "Securities Act" shall mean the Securities Act of 1933, 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.

The term "Stock Option Plan" shall mean the 1997 Stock Option Plan, as from time to time amended, of the Corporation.

The term "Stoner Group" shall mean Thomas H. Stoner, individually and as trustee of the trust named in this definition, Katherine E. Stoner, Bessemer Trust Company, solely and as capacity as Trustee of the Ruth H. Spencer Irrevocable Trust and of the Thomas H. Stoner Irrevocable Trust, and such trust.

The term "Subsidiary" with respect to any Person (the "Parent") shall mean any Person of which such Parent, at the time in respect of which such term is used, (a) owns directly or indirectly more than fifty percent (50%) of the equity or beneficial interest, on a consolidated basis, or (b) owns directly or controls (or has the power or capability to control) with power to vote, indirectly through one or more Subsidiaries, shares of capital stock or beneficial interest having the ordinary power to cast (regardless of the existence at the time of a right of the holders of any class or classes of securities of such Person to exercise such voting power by reason of the happening of any contingency) at least a majority of the votes entitled to be cast for the election of the directors, trustees, managers or other officials having powers analogous to those of directors of a corporation. Unless otherwise specifically indicated, when used herein the term Subsidiary shall refer to a direct or indirect Subsidiary of such Person.

The term "Tower Separation" shall mean the transactions or transactions pursuant to which ARS distributed or will distribute to holders of (i) its common stock, (ii) options to acquire its common stock and (iii) its convertible preferred stock (upon conversion thereof), shares of Common Stock of the Corporation.

The term "Transfer" shall mean any sale, assignment, conveyance, transfer or other disposition, mortgage, pledge or other encumbrance, lease, exchange, abandonment, parting with control of, gift, granting of an option or other act of alienation; provided, however, that the term "Transfer" shall not include (a) the Transfer of shares of any class of Common Stock to, or the holding thereof in, a margin or other brokerage account or (b) an agreement to vote, or the granting of a proxy to vote, any shares of any class of Common Stock, whether such agreement or proxy is revocable or irrevocable, so long as such agreement or proxy is specific to a particular meeting or transaction or transactions and so long as such agreement or proxy is not used to circumvent the restrictions on Transfer and conversion events set forth in this Restated Certificate of Incorporation.

FIFTH: For the management of the business and for the conduct of the affairs of the Corporation, and in further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders, it is further provided that:

(a) The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authorities herein or by statute expressly conferred upon it, the Board of Directors may exercise all such powers and do all such acts and things as may be exercised or done by the Corporation, subject, nevertheless, to the provisions of the laws of the State of Delaware, of this Restated Certificate of Incorporation and the By-Laws of the Corporation. Except as otherwise provided by the Delaware General Corporation Law, any committee

of the Board of Directors shall have and may exercise, to the extent provided in the By-Laws of the Corporation or by the resolutions of the Board of Directors, all of the powers and authority of the Board of Directors of the Corporation in the management of the business and affairs of the Corporation;

(b) The number of directors of the Corporation shall be as specified in the By-Laws of the Corporation but such number may from time to time be increased or decreased in such manner as may be prescribed by the By-Laws;

(c) Newly created directorships resulting from any increase in the authorized number of directors or any vacancy in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or otherwise shall, subject to the provisions of and except as otherwise provided by Applicable Law, this Restated Certificate of Incorporation, the By-Laws of the Corporation or by resolution of the Board of Directors, be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and directors so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of office of the class of directors to which they have been chosen expires. If there are no directors in office, any officer or stockholder may call a special meeting of stockholders in accordance with the provisions of the By-Laws of the Corporation, at which meeting such vacancies shall be filled. No decrease in the authorized number of directors shall shorten the term of any incumbent director;

(d) Unless and except to the extent that the By-Laws of the Corporation shall so require, the election of directors of the Corporation need not be by written ballot. Directors need not be stockholders;

(e) In the event that any shares of Class A Common Stock or any other class of Common Stock are listed and quoted on a national securities exchange and/or quoted on the Nasdaq National Market, the Board of Directors shall ensure, and shall have all power and authority to ensure, that the membership of the Board of Directors shall at all times be consistent with the applicable rules and regulations, if any, of such exchange and/or the National Association of Securities Dealers, Inc., as the case may be, for the Class A Common Stock or any such other class of Common Stock to be eligible for listing and quotation on such exchange and/or for quotation on the Nasdaq National Market; and

(f) The Board of Directors shall ensure, and shall have all power and authority to ensure, that the composition of the Board of Directors of the Corporation and its Subsidiaries and the persons acting as officers of the Corporation and its Subsidiaries complies at all times with the provisions of the Communications Act with respect to individuals who are Aliens serving on such Boards of Directors and as such officers.

SIXTH: No director shall be personally liable to the Corporation or any stockholder for monetary damages for breach of fiduciary duty as a director, except, in addition to any and all other requirements for such liability, (i) for any breach of such directors' duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) to the extent provided under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction for which such director derived an improper personal benefit. Neither the amendment nor repeal of this Article nor the adoption of any provision of this Restated Certificate of Incorporation inconsistent with this Article shall reduce, eliminate, or adversely affect the effect of this Article in respect of any matter occurring, or any cause of action, suit or claim that, but for this Article, would accrue or arise, prior to such amendment, repeal or adoption of an inconsistent provision.

SEVENTH: Each Person who is or was or had agreed to become a director or officer of the Corporation or who is or was serving or who had agreed to serve at the request of the Board of Directors or an officer of the Corporation as an employee or agent of the Corporation or as a director, officer, partner, member, trustee, administrator, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise (including without limitation any employee benefit plan or any trust associated therewith), shall be indemnified by the Corporation to the full extent permitted from time to time by the Delaware General Corporation Law or any other applicable laws as presently or hereafter in effect. This Article shall inure to the benefit of each such Person and his or her heirs, executors, administrators and estate. Without limiting the generality or the effect of the foregoing, the Corporation may enter into one or more agreements with any Person which provide for indemnification greater or different than that provided in this Article. Any amendment or repeal of this Article shall not adversely affect any right or protection existing hereunder immediately prior to such amendment or repeal.

EIGHTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors is expressly authorized and empowered to make, alter, amend, and repeal the By-Laws. The By-Laws of the Corporation may be amended, altered, changed or repealed, and a provision or provisions inconsistent with the provisions of the By-Laws as they exist from time to time may be adopted, only by the majority of the entire Board of Directors or with the approval or consent of the holders of not less than sixty-six and two thirds percent (66-2/3%), determined in accordance with the provisions of the second paragraph of Section A of Article FOURTH, of the total number of the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors.

NINTH: A director of the Corporation, in determining what he reasonably believes to be in the best interests of the Corporation, shall consider the interests of the Corporation's stockholders and, in his discretion, may consider any of the following:

(a) The interests of the Corporation's employees, suppliers, creditors and customers;

(b) The economy of the nation;

(c) Community and societal interests;

(d) The ability of the Corporation to fulfill its obligations under all Applicable Laws and Governmental Authorizations; and

(e) The long-term as well as short-term interests of the Corporation and its stockholders, including the possibility that these interests may be best served by the continued independence of the Corporation.

TENTH: Except for the provisions in Articles FOURTH, FIFTH, SIXTH, SEVENTH and EIGHTH and this Article, which shall only be amended, altered, changed or repealed with the approval, determined in accordance with the provisions of the second paragraph of Section A of Article FOURTH, of the holders of not less than sixty-six and two-thirds percent (66-2/3%) of the total number of the then outstanding shares of stock of the Corporation entitled to vote generally in the election of directors, the Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Restated Certificate of Incorporation (including provisions as may hereafter be added or inserted in this Restated Certificate of Incorporation as authorized by the laws of the State of Delaware) in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other person whomsoever by and pursuant to this Restated Certificate of Incorporation in its present form or as hereafter amended are granted, subject to the rights reserved in this Article. From time to

time any of the provisions of this Restated Certificate of Incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the Corporation by this Restated Certificate of Incorporation are granted subject to the provisions of this Article.

CERTIFICATE OF AMENDMENT

TO

RESTATED CERTIFICATE OF INCORPORATION

OF

AMERICAN TOWER CORPORATION

American Tower Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

FIRST: That all of the members of the Board of Directors of American Tower Corporation, at a duly held meeting and by written consent filed with the records of the meetings of the Board of Directors of the Corporation, adopted the following resolutions proposing and declaring advisable an amendment to the Restated Certificate of Incorporation of the Corporation:

RESOLVED: That the Board of Directors of the Corporation deems it advisable and in the best interests of the Corporation that Article FOURTH of the Restated Certificate of Incorporation of the Corporation be, and, upon approval and adoption thereof by the holders of a majority of the outstanding shares of Common Stock of the Corporation, it shall be, amended by deleting the first paragraph of such Article in its entirety and replacing in its place the following:

> FOURTH: The aggregate number of shares of all classes of stock which the Corporation is authorized to issue is 580,000,000 shares, of which 20,000,000 shall be shares of Preferred Stock, $.01 par value per share (the "Preferred Stock"), and 560,000,000 shall be shares of Common Stock, $.01 par value per share (the "Common Stock"), of which 500,000,000 shall be shares of Class A Common Stock, $.01 par value per share (the "Class A Common Stock"), and 50,000,000 shall be shares of Class B Common Stock, $.01 par value per share (the "Class B Common Stock"), and 10,000,000 shall be shares of Class C Common Stock, $.01 par value per share (the "Class C Common Stock"); and further

RESOLVED: That the amendment to Section E of Article FOURTH of the Restated Certificate of Incorporation of the Corporation, which amendment will be submitted to the stockholders of the Corporation for their approval and adoption, be, and it hereby is, approved and adopted by inserting, and deleting the existing definitions for "ATS Private Placement", "Controlled Entity" and "Dodge Conversion Event", the following definitions in such Section in the appropriate places in the alphabetical sequence:

The term "ATS Private Placement" shall mean the issue and sale of 8,000,000 shares of Common Stock by the Corporation to the purchasers named in the Stock Purchase Agreement, dated as of January 8, 1998, between the Corporation and the purchasers, including without limitation Dodge and the Stoner Group, named therein.

The term "Controlled Entity" shall mean, with respect to any Person (such Person being referred to as the "first Person" in this definition), (i) any of the first Person's and/or any other Original Class B Holder's Family Members with respect to which the first Person (and/or any other Original Class B Holder) (x) retains sole voting control, by proxy, voting agreement, voting trust or otherwise over the shares of Class B Common Stock transferred by the first Person and (y) continue to exercise a sole voting power over such shares; provided, however, any of such Family Members shall not be considered, for these purposes, to be a Controlled Entity of the first Person with respect to any Class B Common Stock so transferred as to which, at any time subsequent to such transfer, the first Person (and/or any other Original Class B Holder) fail to retain sole voting power over any Class B Common Stock so transferred or as to which any other Person (other than the first Person (and/or any other Original Class B Holder)) exercise any voting power or direction with respect to any Class B Common Stock so transferred (other than pursuant to a proxy granted in connection with any regular or special meeting of the stockholders of the Corporation), and (ii) any Entity that (A) is and remains directly controlled (through voting securities, board or other management positions, contract or otherwise) by the first Person (and/or any other Original Class B Holder) and (B) the first Person, together with any other Original Class B Holder and Family Members of any thereof, own and continue to own (or, if such Entity is a trust, is (or are) the beneficiary (or beneficiaries) and continue to be the beneficiary (or beneficiaries) of), directly or indirectly, 90% of the record and beneficial interest of such Entity.

The term "Dodge Conversion Event" shall mean that Dodge, the Dodge Permitted Transferees, Stoner and the Stoner Permitted Transferees, in the aggregate, own beneficially shares of Common Stock which, on a combined basis, represent less than the greater of (i) fifty percent (50%) of the aggregate voting power owned beneficially by Dodge and the Dodge Permitted Transferees determined on a combined basis, immediately

following consummation of the ATC Merger, and (ii) twenty percent (20%) of the aggregate voting power of all classes of capital stock of the Corporation entitled to vote generally for the election of directors (it being understood that the right of the holders of (a) Class A Common Stock to elect two (2) directors pursuant to the provisions of Section 1 of Section C of Article Fourth or (b) one or more classes of Preferred Stock to elect a specific number of directors, either generally or upon the occurrence of events specified in the terms of the Preferred Stock, shall not be deemed to mean that any of those holders are entitled to vote generally for the election of directors). For purposes of determining beneficial ownership with respect to a Dodge Conversion Event, (a) Dodge, the Dodge Permitted Transferees, Stoner and the Stoner Permitted Transferees shall be deemed to own beneficially all shares of capital stock of the Corporation that, at the time of determination, (i) could be purchased or otherwise acquired by Dodge, any of the Dodge Permitted Transferees, Stoner or any of the Stoner Permitted Transferees pursuant to all Convertible Securities and Option Securities then held by Dodge, any of the Dodge Permitted Transferees, Stoner, or any of the Stoner Permitted Transferees, or (ii) are held for the benefit of Dodge, any of the Dodge Permitted Transferees, Stoner or any of the Stoner Permitted Transferees pursuant to any Benefit Arrangement or Plan of the Corporation or any of its Subsidiaries; and (b) except as described in clause (a) preceding, Dodge, the Dodge Permitted Transferees, Stoner, and the Stoner Permitted Transferees shall not be deemed to own beneficially any shares of capital stock of the Corporation that, at the time of determination, might be deemed to be owned beneficially (within the meaning of Rule 13d-3 promulgated under the Exchange Act or any successor rule).

The term "Stoner" shall mean Thomas H. Stoner, the Chairman of the Executive Committee and the Compensation Committee of the Board of Directors of the Corporation.

The term "Stoner Permitted Transferee" shall mean any Controlled Entity of Stoner.

SECOND: That the stockholders of the Corporation duly voted to approve the adoption of said amendment at the Annual Meeting of Stockholders held on May 26, 1999, and the adjournment thereof held on June 2, 1999, in accordance with the provision of Section 211 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, American Tower Corporation has caused this Certificate of Amendment to be signed by Joseph L. Winn, its Chief Financial Officer and Treasurer, as of this 4th day of June, l999.

AMERICAN TOWER CORPORATION

By: /s/ JOSEPH L. WINN

Joseph L. Winn
Chief Financial Officer and Treasurer

EXHIBIT 10.1

AGREEMENT TO SUBLEASE

DATED AS OF AUGUST 6, 1999

BY AND BETWEEN

AIRTOUCH COMMUNICATIONS, INC.
AND
THE OTHER PARTIES NAMED HEREIN AS SUBLESSORS,
AS SUBLESSORS

AND

AMERICAN TOWER CORPORATION
AND
AMERICAN TOWER, L.P.

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The following exhibits have been omitted and will be supplementally filed with the Commission upon request.

EXHIBITS

Exhibit A	Sublease
Exhibit B	List of Entities
Exhibit C	Joinder to Agreement
Exhibit D	Escrow Agreement
Exhibit E	Master Lease
Exhibit F	Build-to-Suit Agreement
Exhibit G	Warrant
Exhibit H	Certificate of Sublessors
Exhibit I	Certificate of TowerCo
Exhibit J	Certificate of Sub

AGREEMENT TO SUBLEASE

THIS AGREEMENT TO SUBLEASE is made as of August 6, 1999, by and between AIRTOUCH COMMUNICATIONS, INC., a Delaware corporation ("AirTouch"), the other entities listed under the heading "Wholly Owned Entities" on the signature pages hereto (collectively with AirTouch, the "Wholly Owned Entities") and the Other Entities (as defined below) (the Wholly Owned Entities and the Other Entities being each referred to herein individually as a "Sublessor," and collectively as "Sublessors"), and AMERICAN TOWER CORPORATION, a Delaware corporation ("TowerCo") and AMERICAN TOWER, L.P., a Delaware limited partnership ("ATLP").

RECITALS

A. Sublessors are the owners of certain communications tower structures, interests in real property related thereto, and related assets, property rights, liabilities and obligations. TowerCo is, through its subsidiaries, engaged in the business of owning, managing and operating assets similar to the foregoing assets; and

B. Sublessors desire, pursuant to a Sublease in the form attached hereto as EXHIBIT A (the "Sublease"), to lease or sublease to TowerCo or confer upon TowerCo the right to manage and operate, and TowerCo desires to lease or sublease from Sublessors or obtain the right to manage and operate, subject to the terms and conditions contained in this Agreement and the Sublease, certain of Sublessors' communications tower structures, interests in real property related thereto and related property rights (such assets and rights to be leased, subleased or otherwise subjected to the Sublease, together with the liabilities and obligations relating thereto, being referred to as the "Business"); and

C. Contemporaneously with the execution of this Agreement, the Wholly Owned Entities and ATLP are executing a Site Marketing Agreement pursuant to which ATLP will provide the Wholly Owned Entities (and other Sublessors who may subsequently become parties to such agreement) with certain tower leasing and marketing services pending the closing of the transactions contemplated hereby (the "Site Marketing Agreement"); and

D. TowerCo intends to cause a newly formed, wholly owned subsidiary of TowerCo ("Sub") to join in the execution and delivery of this Agreement prior to the closing of the transactions contemplated hereby;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, Sublessors, TowerCo and ATLP agree as follows:

ARTICLE 1

Definitions

Capitalized terms used but not defined herein have the meanings ascribed to them in the Sublease. As used in this Agreement, the following terms shall have the following meanings:

1.1 Additional Tower. Means any communications equipment and antenna support tower structure owned or leased by any Sublessor as to which the construction is completed after the date of this Agreement and which is included in Annex I hereto as a Permitted Schedule Update (as defined herein); provided, however, that such term does not include (i) any equipment, property or other assets placed upon such towers or the related tower sites by third parties pursuant to Tower Collocation Leases or other Contracts or (ii) any Excluded Assets (as defined herein).

1.2 Affiliate. With respect to any Person, any other Person controlling such Person, or controlled by or under common control with such Person, where "control" (and its corollaries) means 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 contract or otherwise; and the term "voting securities" means securities or interests entitling the holder thereof to vote for or designate members of the Board of Directors or individuals performing a similar function.

1.3 Agreement. This Agreement to Sublease dated as of August 6, 1999 between Sublessors, TowerCo and ATLP, as the same may be amended from time to time.

1.4 AirTouch Material Adverse Effect. Means (i) an Event which has had or is reasonably likely to have a material adverse effect on the financial condition of the Business taken as a whole, except any such effect resulting from or arising in connection with (a) this Agreement or the transactions contemplated hereby, (b) changes or conditions (including without limitation changes in technology, law, or regulatory or market environment) affecting the industry in which the owners or users of communications tower structures operate, or (c) changes in economic, regulatory or political conditions generally, or (ii) an Event which has had or is reasonably likely to have a material adverse effect on (x) the validity or enforceability against Sublessors of this Agreement or any of the other Transaction Documents, or (y) the ability of Sublessors to perform their obligations under this Agreement or any of the other Transaction Documents; provided, however, that with respect to any individual Closing, clause (i) of this definition shall be interpreted to refer only to the portion of

the Business which is the subject of the Closing at issue and all prior Closings hereunder, taken as a whole, and not to the portions of the Business which are to be the subject of Closings subsequent to the Closing at issue.

1.5 Assets. Means the following: (a) all Towers of the applicable Sublessor; (b) all of the applicable Sublessor's rights to all Tower Sites; (c) all Tower Related Assets of the applicable Sublessor; (d) all rights under any Governmental Permits (excluding FCC licenses) held exclusively with respect to the ownership or use of the Towers or Tower Sites of the applicable Sublessor and not used or useful by the applicable Sublessor in any other part of its or an Affiliate's business and operations, to the extent that such Governmental Permits are necessary to confer upon TowerCo the benefits to be provided under the Sublease (the "Applicable Governmental Permits"); and (e) plans and specifications of the Towers and data (in electronic or machine-readable form) relating to the Towers and third party tenants and lessors with respect to the Towers, subject, however, to the exclusions set forth in Section 4(d) of the Sublease, and to the exclusion of all Excluded Assets.

1.6 Business Day. Any day other than Saturday, Sunday or a day on which banking institutions in either San Francisco, California, Boston, Massachusetts or New York, New York are required or authorized to be closed.

1.7 Charter Documents. An entity's certificate or articles of incorporation, bylaws, certificate defining the rights and preferences of securities, articles of organization, general or limited partnership agreement, certificate of limited partnership, limited liability company agreement, joint venture agreement or similar document governing the entity.

1.8 Code. The Internal Revenue Code of 1986, as amended.

1.9 Contracts. Any and all contracts, authorizations, approvals, agreements, licenses, permits, leases of real and personal property, deeds, private easements, rights-of-way and rights of access, other than Governmental Permits.

1.10 Default. Means (a) a breach, default or violation, (b) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a breach, default or violation or (c) with respect to any Contract, the occurrence of an event that with or without the passage of time or the giving of notice, or both, would give rise to a right of termination, renegotiation or acceleration or a right to receive damages or a payment of penalties.

1.11 Encumbrance. Any lien, mortgage, security interest, pledge, restriction on transferability, defect of title, option, easement, right of way, levy or other claim, charge or

encumbrance of any nature whatsoever on any property or property interest, other than those relating to Governmental Permits.

1.12 Environmental Condition. Any condition or circumstance, including the presence of Hazardous Substances, created by a Sublessor at any Tower Site that did or does (a) require abatement or correction under an Environmental Law or (b) give rise to any civil or criminal Liability on the part of any Sublessor under any Environmental Law relating to the ownership, use or occupancy of the Tower Sites.

1.13 Event. 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.

1.14 Excluded Assets. The following are collectively referred to as the "Excluded Assets" and are not included in the Assets:

(a) all Communications Facilities (as defined in the Sublease), including but not limited to AirTouch's Improvements and Communications Equipment (each as defined in the Sublease);

(b) the Reserved Space as described in the Sublease, including without limitation all space at a Tower Site occupied by AirTouch's Improvements and Communications Equipment (each as defined in the Sublease) and non-exclusive use of all real estate interests (including fee and leasehold interests, licenses, rights-of-way and easements) on which switch equipment and associated loading docks, patios, offices and parking lots of Sublessors or their Affiliates is located or necessary to such equipment's operation;

(c) any equipment or transmission systems used by AirTouch, any other Sublessor or any of Sublessors' Affiliates for the remote monitoring of the Towers;

(d) all Intellectual Property of Sublessors or any Affiliate of Sublessors, other than plans and specifications of the Towers and data (in electronic or machine-readable form) relating to third party tenants and lessors with respect to the Towers;

(e) any assets, properties or rights, including Contracts, that are not exclusively Assets;

(f) all rights that accrue or will accrue to, and all rights retained by and/or granted to, Sublessors under this Agreement, the Sublease or any of the other Transaction Documents, including the consideration paid or to be paid to Sublessors hereunder;

(g) any claims or rights against third parties except to the extent such claims or rights relate to the Assets;

(h) assets of any Employee Plan or employee benefit arrangement;

(i) the assets specified in SCHEDULE 1.14;

(j) any of the assets specified in any of the Annexes or included within the definition of Assets herein that are owned or leased by any partnership or other entity which is listed on EXHIBIT B hereto but does not become an Other Entity; and

(k) any Tower Sites (and all Towers, Tower Related Assets and other assets and rights associated with such Tower Sites) excluded from the Assets or excluded from becoming subject to the Sublease pursuant to Section 2.2 (Restricted Items) hereof, or which are to remain the property of, or are to be for the benefit of, any Sublessor pursuant to the Sublease.

1.15 FCC. The Federal Communications Commission or any successor agency.

1.16 GAAP. Generally accepted accounting principles set forth in the
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opinions and pronouncements of the Accounting Principles Board and 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 may be approved by a significant segment of the accounting profession, which are applicable to the circumstances as of the date of determination.

1.17 Governmental Authority. Any nation or government, any state,
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province or other political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

1.18 Governmental Permits. All franchises, approvals, authorizations,
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permits, licenses, easements, leases, permits, concessions, franchises, registrations, certificates of occupancy, qualifications and similar rights and approvals obtained from any Governmental Authority.

1.19 HSR Act. The Hart-Scott-Rodino Antitrust Improvements Act of 1976,
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as amended.

1.20 Included Towers. Means (i) all Towers listed on Annex I hereto (as
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such Annex existed on the date of this Agreement) the construction of which is completed on or prior to the applicable Closing Date and are made subject to the Sublease at such Closing and (ii) all Additional Towers made subject to the Sublease at such Closing.

1.21 Intellectual Property. Any patents, patent applications, reissue patents, patents of addition, divisions, renewals, continuations, continuations-in-part, substitutions, additions and extensions of any of the foregoing, fictitious business names, trade names, logos, registered and unregistered copyrights, copyright applications, registered and unregistered trademarks, trademark applications, registered and unregistered service marks, service mark applications, technology rights and licenses, trade secrets, franchises, know-how, inventions and other intellectual property.

1.22 Knowledge. "AirTouch's knowledge," "knowledge of AirTouch," or references to the "knowledge" of any Other Entity or other Sublessor, or words of similar import, means the actual knowledge after inquiry reasonable under the circumstances of any of the following persons who are employees of AirTouch holding the position (as of the date hereof) indicated after their name (and any person succeeding to any such position prior to the Closing but only to the extent he or she acquired actual knowledge after inquiry reasonable under the circumstances): Arun Sarin, President and Chief Operating Officer; Nancy Hobbs, Executive Vice President (AirTouch Cellular) and General Manager, Sierra Pacific Region; Brian Shea, Executive Vice President (AirTouch Cellular) and General Manager, Western Region; and Terry Tindel, Executive Vice President (AirTouch Cellular) and General Manager, Eastern Region. "TowerCo's knowledge" or "knowledge of TowerCo" or words of similar import means the actual knowledge after inquiry reasonable under the circumstances of any of the following persons who are employees of TowerCo holding the position (as of the date hereof) indicated after their name (and any person succeeding to any such position prior to the Closing but only to the extent he or she acquired actual knowledge after inquiry reasonable under the circumstances): Steven B. Dodge, President and Chief Executive Officer; Alan L. Box, Executive Vice President; James S. Eisenstein, Executive Vice President, Corporate Development; J. Michael Gearon, Jr., Executive Vice President; Steven J. Moskowitz, Executive Vice President-Marketing; Douglas Wiest, Chief Operating Officer; and Joseph L. Winn, Treasurer and Chief Financial Officer.

1.23 Laws. All federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives of any Governmental Authority or arbitrator and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, arbitrators, administrative bodies and other authorities construing any of the foregoing.

1.24 Liability. Any direct or indirect liability, indebtedness, obligation, cost, expense, claim, loss, damage, deficiency or guaranty of or by any Person.

1.25 Maximum Amount. For any Sublessor or TowerCo, the Maximum Amount means ten percent (10%) of the Exclusive Commitment Fee actually paid by TowerCo or Sub to such Sublessor under this Agreement.

1.26 Other Entity. Those partnerships and corporations that are listed on EXHIBIT B 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 AirTouch and TowerCo, after the date hereof but on or before the 90th day after the date hereof, a Joinder to Agreement in the form attached hereto as EXHIBIT C (each, a "Joinder"). Each of the Other Entities is referred to individually herein as an "Other Entity."

1.27 Permitted Encumbrances. Means (i) Encumbrances for Taxes not yet due and payable, (ii) Encumbrances or other rights of third parties disclosed in SCHEDULE 3.5, (iii) worker's, carrier's, warehouseman's, materialman's and other similar liens, (iv) with respect to Leased Sites (as defined below in the definition of Tower Sites), any Encumbrances placed upon such real property other than in connection with obligations or liabilities of any Sublessor, including any lien encumbering the fee interest in such property, (v) easements, rights of way or similar grants of rights to a third party for access to or across any real property, including, without limitation, rights of way or similar rights granted to any utility or similar entity in connection with the provision of electric, water, sewage, telephone, gas or similar services, (vi) the Tower Collocation Leases and the terms and conditions of Ground Leases, Tower Equipment Leases, Tower Service Contracts and other Tower Related Assets affecting any Asset, and (vii) encumbrances that are immaterial in character, amount, and extent, and that do not detract from the value or interfere in any material respect with the present use of the properties they affect.

1.28 Person. Means any natural person or corporation, firm, association, unincorporated organization, partnership, trust, estate, limited liability company or other entity, or any Governmental Authority.

1.29 Prime Rate. The "Prime Rate" of interest, as published in the "Money Rates" table of The Wall Street Journal, Eastern Edition, from time to time.

1.30 Real Property. All assets consisting of realty (including appurtenances, improvements and fixtures located on such realty) and any other interests in real property (including fee interests and leasehold interests and easements, licenses, rights-of-way or other real property rights) used or held for use in the operation of the Assets as of the date hereof, but excluding any and all Excluded Assets.

1.31 Registration Rights Agreement. The Amended and Restated Registration Rights Agreement among American Tower Corporation and the Stockholders named therein, dated as of February 25, 1999, as heretofore amended, and as amended as described in Section 6.2(g) hereof.

1.32 Required Consents. Approvals and consents required pursuant to the terms of any Tower Collocation Agreement or Ground Lease in order to subject them to the terms of the Sublease.

1.33 Tax and Taxes. Any and all governmental or quasi-governmental fees (including, without limitation, license, filing and registration fees), taxes (including, without limitation, income, gross receipts, franchise, sales, use, property, real or personal, tangible or intangible taxes), interest equalization and stamp taxes, documentary and real property transfer taxes, assessments, levies, imposts, duties, charges, required contributions or withholdings of any kind or nature whatsoever, together with any and all penalties, fines, additions to tax, or interest thereon. For purposes of determining any Tax cost or Tax benefit to any person, such amount will be the actual cost or benefit recognized by such person at the time of actual payment of the additional Tax or actual recognition of the Tax benefit. In the event that any payment or other amount is required to be determined on an after-Tax basis, such payment or other amount will initially be determined without regard to any Tax cost or Tax benefit not actually recognized currently, and appropriate adjustments will be made when and to the extent that such Tax cost or Tax benefit is actually recognized.

1.34 Threshold Amount. Means, for any Sublessor or TowerCo, the greater of (i) one percent (1%) of the Exclusive Commitment Fee payable to such Sublessor or (ii) $100,000.

1.35 Tower Related Assets. Means (a) the leases of rights to use spaces on the Towers that are identified in ANNEX III hereto and located on Tower Sites (hereinafter defined) (the "Tower Collocation Leases") and security deposits (if any) from tenants under the Tower Collocation Leases, (b) all Contracts with respect to the management, operation, maintenance, servicing and construction of, and the provision of utility services to, the Towers ("Tower Service Contracts"), (c) any existing leases (or licenses or other Contracts) of Sublessors for equipment or other personal property which are included within the definition of Towers ("Tower Equipment Leases"), and (d) copies of, or extracts from, all current files and records of Sublessors to the extent that such files or records contain information related to the design, construction, management, operation, maintenance, ownership, occupancy or leasing of the Assets or the New Employees; provided, however, that such term does not include any Excluded Assets.

1.36 Tower Sites. The sites of the Towers that are owned or leased by Sublessors and are identified in ANNEX I hereto, including all fee, ground leasehold interests and easements pertaining to such tower sites owned by Sublessors and including (i) a fee ownership in the real property associated with the Towers designated as "Owned Sites" in ANNEX I hereto, and (ii) the leasehold interest, leasehold estate or other possessory interest or use right in and to the real property associated with the Towers designated as "Leased Sites" in ANNEX I hereto pursuant to the ground leases or other documents related thereto identified in ANNEX II (the "Ground Leases"); provided, however, that such term does not include any Excluded Assets.

1.37 Towers. The communications equipment and antenna support tower structures situated at the locations that are identified on ANNEX I and are owned or leased by Sublessors; provided, however, that such term does not include (i) any equipment, property or other assets placed upon the Towers or Tower Sites by third parties pursuant to Tower Collocation Leases or other Contracts or (ii) any Excluded Assets.

1.38 TowerCo Material Adverse Effect. An Event which has had or is reasonably likely to have a material adverse effect on (i) the assets, liabilities, business, prospects, condition (financial or otherwise) or results of operations of TowerCo and its subsidiaries taken as a whole, except any such effect resulting from or arising in connection with (a) this Agreement or the transactions contemplated hereby, (b) changes or conditions (including without limitation changes in technology, law, or regulatory or market environment) affecting the industry in which the owners or users of communications tower structures operate, or (c) changes in economic, regulatory or political conditions generally, (ii) the validity or enforceability against TowerCo, Sub or ATLP of this Agreement or any of the Transaction Documents, or (iii) the ability of TowerCo, Sub or ATLP to perform its obligations under this Agreement or any of the Transaction Documents.

1.39 Transaction Documents. Collectively, this Agreement, the Sublease, the Master Lease, the Build-to-Suit Agreement, the Site Marketing Agreement, the Registration Rights Agreement and the Warrant.

1.40 Other Definitions. In addition, the following terms have the meanings given them in the following sections:

Term	Section
AirTouch	Preamble
AirTouch's DC Plan	7.3(a)
Applicable Governmental Permit	1.5
ATLP	Preamble
Business	Recitals

Term	Section
Claim	11.3(a)
Closing	2.4
Closing Date	2.4
COBRA	7.4
Commercially reasonable efforts of Sublessor	2.2(b)
Covered Persons	3.10(b)
Deposit	2.3(b)
Employee Plans	3.10(b)
Employment Transfer Date	7.4
Environmental Law	3.8(b)
ERISA	3.10(b)
ERISA Affiliate	7.2
Exclusive Commitment Fee	2.3(a)
Final Closing Date	2.4
Ground Leases	1.36
Hazardous Substance	3.8(c)
Identified Employees	3.10(a)
Indemnifiable Damages	11.1(a)
Indemnified Sublessor Parties	11.2(a)
Indemnitee	11.3(a)
Indemnitor	11.3(a)
Initial Closing Date	2.4
Initial Closing Expiration Date	2.4
Joinder	1.26
Master Lease	10.2(a)
New Employees	7.1
Nonrecourse	13.1(b)
Nontransferring Employees	7.1
Permitted Schedule Updates	6.1(b)
Permitted Subleasehold Mortgagee	13.2
Prospective Employees	7.1
Qualified Stock Transferee	6.2(h)
Restricted Items	2.2(a)
Site Marketing Agreement	Recitals
Sub	Recitals
Sublease	Recitals
Sublessors	Preamble
Sublessors' Welfare Plans	7.4
Subsection (i) Update	6.1(b)
Tower Collocation Leases	1.35
Tower Equipment Leases	1.35
Tower Service Contracts	1.35
TowerCo	Preamble
TowerCo's DC Plan	7.3(b)
TowerCo SEC Reports	5.6
TowerCo's Welfare Plans	7.4
Transfer Taxes	6.3(c)
WARN Act	7.9
Warrant	2.3(a)
Warrant Shares	5.12

ARTICLE 2

Leasing of Assets

2.1 Leasing or Subleasing of Assets. Subject to the terms and conditions hereinafter set forth: (i) at the Initial Closing (as hereinafter defined), TowerCo hereby agrees to execute and deliver to Sublessors, and each of the Sublessors hereby severally agrees to execute and deliver to TowerCo, the Sublease and the Site Designation Supplements (as defined in the Sublease) relating to the Assets that are the subject of the Initial Closing, and (ii) at each Subsequent Closing (as hereinafter defined), TowerCo hereby agrees to execute and deliver, and each of the applicable Sublessors hereby severally agrees to execute and deliver, the Site Designation Supplements relating to the Assets that are the subject of such Subsequent Closing, all as provided herein and in the Sublease.

2.2 Restricted Items. (a) Nothing in this Agreement shall be construed as an attempt by any Sublessor to lease or sublease to TowerCo pursuant to the Sublease, or otherwise make subject to the Sublease, any Contract, Governmental Permit, franchise, claim or asset included in the Assets which, in AirTouch's judgment, is unable by its terms or by Law to be so leased, subleased or made subject without the consent of any other Person (including any Governmental Authority), unless such consent shall have been given (a "Restricted Item").

(b) The applicable Sublessor shall use commercially reasonable efforts (as defined herein) until the Initial Closing Date to obtain the relevant consent to subject a Restricted Item to the Sublease. If, despite such efforts, the applicable Sublessor is unable to obtain such consent on or prior to the Initial Closing Date, then TowerCo shall take the actions specified in SCHEDULE 2.2(B) until the earlier of the Final Closing Date or the date such consent is obtained. If such consent is obtained prior to the Final Closing Date with respect to any Restricted Item, such item and the related Tower and other associated Assets shall be subjected to the Sublease at the next practicable Subsequent Closing. Pending the subjection of any Restricted Item to the Sublease pursuant to the applicable consent, such Restricted Item and the related tower, tower site and other associated assets and liabilities shall not be deemed part of the Assets or the subject of any representation or warranty hereunder. Any Restricted Item(s) for which the consent required to subject such item to the Sublease has not been obtained by the Final Closing Date, and the tower(s), tower site(s), Contracts and other assets to which such Restricted Item(s) relate, shall be deemed excluded from the Assets and deleted from the Annexes hereto, and shall not be deemed to be the subject of any representation, warranty or covenant of Sublessors herein. As used in this Agreement, "commercially reasonable efforts" of a given Sublessor shall not include any obligation of any Sublessor or its Affiliates

to pay money or other consideration, agree or commit to any obligation, Liability or condition, or forego, surrender or waive any asset, right or privilege, unless TowerCo agrees to reimburse or indemnify such Sublessor for obligations and Liabilities and otherwise make Sublessor "whole," in each case on an after-Tax basis and as determined by Sublessor in its reasonable judgment, and, with respect to any given Restricted Item, shall not include any requirement of action other than as set forth in SCHEDULE 2.2(A).

2.3 Exclusive Commitment Fee and Payment.

(a) The aggregate consideration to be paid by TowerCo in return for Sublessors' willingness to execute this Agreement and Sublessors' agreement herein to execute the Sublease, Master Lease and Build-to-Suit Agreement on the terms and conditions provided herein, shall be eight hundred million dollars ($800,000,000) in cash, subject to adjustment as hereinafter provided (the "Exclusive Commitment Fee"). At any given Closing, TowerCo shall pay to the Sublessors whose Included Towers are the subject of such Closing the product of (i) the number of such Included Towers multiplied by (ii) $380,952.38. If the total number of Included Towers at all Closings exceeds 2,100, then for all purposes hereunder the Exclusive Commitment Fee shall be deemed to be increased by the product of (x) $380,952.38 and (y) the amount by which such total number of Included Towers exceeds 2,100. If the total number of Included Towers at all Closings is less than 2,100, then for all purposes hereunder the Exclusive Commitment Fee shall be deemed to be reduced by the product of (x) $380,952.38 and (y) the amount by which 2,100 exceeds such total number of Included Towers. At the Initial Closing, TowerCo shall grant to AirTouch (or such other Sublessor as AirTouch may designate in writing) a five-year warrant to acquire three million (3,000,000) shares of TowerCo's Class A Common Stock at an exercise price per share equal to $22.00 (collectively, the "Warrant"); provided, however, that at the Final Closing if, after giving effect to the consummation of the transactions contemplated thereat, the total number of Included Towers at all Closings is less than 2,100, AirTouch shall surrender to TowerCo a Warrant to purchase a number of shares equal to the product of 3,000,000 times a fraction, (i) the numerator of which is the excess of (x) 2,100 over (y) the aggregate number of Included Towers, and (ii) the denominator of which is 2,100 (rounding down to the nearest whole share). The form of Warrant is attached hereto as EXHIBIT G. If prior to the Initial Closing Date there is a change in the number of shares of Class A Common Stock of TowerCo outstanding as a result of a stock split, reverse stock split, stock dividend or similar event, then customary adjustments shall be made to the terms of the Warrant to eliminate equitably the effects of such event. Each Sublessor shall be entitled to that portion of the Warrant equal to the proportion that the number of Included Towers owned by such Sublessor bears to the aggregate number of

Included Towers owned by all Sublessors, in each case after giving effect to all Closings, and TowerCo agrees that AirTouch may divide the Warrant into such portions and that TowerCo will promptly register the transfer of such portions of the Warrant to such Sublessors without any requirement of further action other than notice from AirTouch or such Sublessors.

(b) To secure TowerCo's obligations under this Agreement (and to the extent provided in Section 12.3, as liquidated damages in the event of termination of this Agreement under the circumstances specified in such Section), by 5:00 p.m., California time, on the second Business Day following the date of this Agreement, TowerCo shall deposit (as reduced in accordance with the provisions of this Section, the "Deposit") the amount of $100,000,000 into
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an escrow account, under an escrow agreement in substantially the form attached hereto as EXHIBIT D, with only such changes thereto as are required by the escrow agent thereunder (the "Escrow Agreement"). If TowerCo fails to make such
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$100,000,000 Deposit by such time, then AirTouch may elect, in its sole discretion, to terminate this Agreement in full. AirTouch and TowerCo agree to negotiate in good faith to enable TowerCo, at its discretion, replace such escrow arrangement with an irrevocable letter of credit in favor of AirTouch (it being understood that a pro rata portion, based on the respective numbers of Included Towers attributable to each respective Sublessor, shall be for the benefit of the other Sublessors) in the amount of $100,000,000 issued in a form mutually agreeable to AirTouch and TowerCo and by a financial institution reasonably acceptable to AirTouch, as promptly as reasonably practicable. Upon any Closing, the Deposit shall be reduced (either by a distribution of a portion of the escrowed funds or by a reduction in the letter of credit commitment amount) to that amount as equals $100,000,000 times a fraction, (i) the numerator of which is the excess of (x) 2,100 over (y) the number of Included Towers as to which Closings have theretofore occurred, and (ii) the denominator of which is 2,100.

(c) The parties acknowledge and agree that the portion of the Exclusive Commitment Fee paid at a Closing is intended as a one-time payment in consideration of events occurring at or prior to such Closing, will have been fully earned as of such Closing, is not dependent on events occurring subsequent thereto and is not for any reason subject to apportionment or rebate.

(d) The portion of the Exclusive Commitment Fee applicable to a Closing shall be allocated among the Assets for tax purposes in a manner consistent with the fair market value set forth in an Allocation Schedule to be agreed to by AirTouch and TowerCo as early as practicable prior to such Closing. The parties shall file all Tax returns (including amended returns and claims for refund) and information reports in a manner

consistent with such values. The obligations in this paragraph shall survive the Closing.

2.4 Completion of Transaction. The execution and delivery of the Sublease and of Site Designation Supplements under the Sublease shall be completed in accordance with Article 10 (each such closing being referred to as a "Closing"). The initial Closing is referred to herein as the "Initial Closing" and each Closing occurring after the Initial Closing is referred to as a "Subsequent Closing." The Initial Closing shall involve no fewer than 800 Included Towers and shall occur on such date, no later than the later of (a) the tenth (10th) Business Day after the expiration or termination of the HSR Act waiting period, if applicable, and (b) February 6, 2000 (or such later date, not later than three months after February 6, 2000, as AirTouch may elect upon written notice to TowerCo provided that AirTouch is not in breach in any material respect of its covenants hereunder (with February 6, 2000 or such later date, as applicable, being referred to as the "Initial Closing Expiration Date")) upon at least five (5) Business Days' prior written notice to TowerCo from AirTouch; the date of such Initial Closing is referred to herein as the "Initial Closing Date." Each Subsequent Closing shall involve no fewer than 200 Included Towers (or, with respect to the last such Closing, such smaller number as represents the remaining Towers) and shall occur on one or more month-ends after the end of the month in which the Initial Closing Date falls (each, a "Subsequent Closing Date") upon at least ten (10) Business Days' prior written notice to TowerCo from AirTouch. References herein to the "Closing" and the "Closing Date" shall mean the Initial Closing and the Initial Closing Date, one or more Subsequent Closings and Subsequent Closing Dates or all of the foregoing closings and closing dates collectively, as the context requires. The last of the Subsequent Closings (the "Final Closing") is scheduled to occur on a date (the "Final Closing Date") which shall not be later than six (6) months after the Initial Closing Date. Each Closing shall take place in the offices of Pillsbury Madison & Sutro LLP, 50 Fremont Street, San Francisco, California 94105, or such other place as the parties may agree.

2.5 References Applicable to Individual Closings. As used in this Agreement, the defined term "Assets" and all related defined terms including "Included Towers," "Tower Sites," "Ground Leases," "Tower Service Contracts," "Tower Collocation Leases," "Tower Equipment Leases" and "Applicable Governmental Permits," and all references to Liabilities in respect of any of the foregoing, are understood to refer to (i) the Assets (together with certain Liabilities as provided in the Sublease) that are the subject of the Initial Closing only, with respect to representations, warranties, covenants and conditions applicable to the Initial Closing, and (ii) the Assets (together with certain Liabilities as provided in the Sublease) that are the subject of a given Subsequent Closing

only, with respect to representations, warranties, covenants and conditions applicable to such Subsequent Closing.

All representations, warranties and indemnification obligations of any Sublessor and of TowerCo under this Agreement shall be deemed with respect to a particular Closing to refer to those Assets (together with certain Liabilities as provided in the Sublease) leased or subleased to TowerCo under the Sublease or otherwise made subject to the Sublease at such Closing.

ARTICLE 3

Representations and Warranties of Wholly Owned Entities

As a material inducement to TowerCo, ATLP and (at such time as it becomes a party to this Agreement) Sub to enter into this Agreement, except as disclosed to TowerCo in the Schedules to this Agreement and the other Transaction Documents to which they are a party (with each disclosure made in the Schedules in response to any Section of these representations and warranties being deemed to be disclosed in response to, and to qualify, each other Section of these representations and warranties), each Wholly Owned Entity, jointly and severally with each other Wholly Owned Entity, represents and warrants to TowerCo as follows:

3.1 Organization and Qualification. Each Wholly Owned Entity is a corporation or partnership (as the case may be) duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or formation and has all requisite corporate or partnership power and authority to own, lease and use the Assets as they are currently owned, leased and used.

3.2 Authority. Each Wholly Owned Entity has the corporate or partnership right, power, legal capacity and authority to execute, deliver and perform its obligations under this Agreement and the other Transaction Documents to be executed and delivered by such Wholly Owned Entity pursuant to this Agreement. The execution and delivery of, and performance of the obligations contained in, this Agreement by each Wholly Owned Entity and the transactions contemplated hereby have been, and all other Transaction Documents delivered by such Wholly Owned Entity and all other documents, instruments and certificates have been or as of the Closing will be, duly authorized by all necessary corporate or partnership action on the part of such Wholly Owned Entity.

3.3 Enforceability. The terms and provisions of this Agreement and all Transaction Documents made or delivered from time to time by such Wholly Owned Entity hereunder constitute valid and legally binding obligations of such Wholly Owned

Entity, enforceable against such Wholly Owned Entity in accordance with the terms hereof and thereof (except that no representation is made as to the enforceability of the indemnification and contribution provisions of the Registration Rights Agreement under federal and state securities laws).

3.4 Consents and Approvals. Except for (x) compliance with the HSR Act, (y) filings, consents and approvals required under Tower Collocation Leases and Ground Leases, and (z) the filings, consents and approvals specified in SCHEDULE 3.4, neither the execution and delivery by such Wholly Owned Entity of this Agreement or the other Transaction Documents to which it is a party, nor the performance of the transactions performed or to be performed by such Wholly Owned Entity thereunder, will (i) require any filing, consent or approval or constitute a Default under (A) any Law to which such Wholly Owned Entity or any of the Assets owned by it is subject, (B) the Charter Documents or bylaws of such Wholly Owned Entity or (C) any Contract or Governmental Permit to which such Wholly Owned Entity is a party or by which any of the Assets owned by it is bound, except with respect to clauses (A) and (C), such failures to make or obtain such filing, consent or approval and such Defaults that, individually or in the aggregate, would not have an AirTouch Material Adverse Effect, or (ii) result in the creation or imposition of any Encumbrance upon any of the Assets owned by such Wholly Owned Entity, other than Permitted Encumbrances.

3.5 Title and Encumbrances. To AirTouch's knowledge, except as disclosed in SCHEDULE 3.5, the Wholly Owned Entities will at the applicable Closing have good and marketable title to, or, with respect to Assets subject to a Ground Lease, a valid leasehold or other possessory interest in or use right with respect to, all of the Assets of the Wholly Owned Entities, free from any Encumbrances except Permitted Encumbrances. To AirTouch's knowledge, the use of such Assets of the Wholly Owned Entities is not subject to any Encumbrances, other than Permitted Encumbrances and the Encumbrances described in SCHEDULE 3.5, and such use does not materially encroach on the property or rights of any other Person except as disclosed in such Schedule. To AirTouch's knowledge, except as disclosed in SCHEDULE 3.5, all of the Towers of the Wholly Owned Entities are in good operating condition and repair, subject to normal wear and maintenance, have been maintained in a manner consistent with generally accepted standards of sound engineering practice, and are useable to support the antennae of AirTouch and the other tenants on the existing Towers of the Wholly Owned Entities as of the date hereof, except for such defects as are disclosed on SCHEDULE 3.5 or as would not cost more than $50,000 to correct with respect to each such Tower or more than $2,500,000 for all such Towers. To AirTouch's knowledge, except as disclosed in SCHEDULE 3.5 or where the failure would not, individually or in the aggregate, have an AirTouch Material Adverse Effect, all of

the transmitting towers, ground radials, guy anchors, transmitting buildings and related improvements, if any, constituting Assets and located on real property owned or leased by any Wholly Owned Entity are located entirely on real property constituting a part of the Assets.

3.6 Governmental Permits. To AirTouch's knowledge, except as set forth on SCHEDULE 3.6, the Wholly Owned Entities have all Governmental Permits that are necessary to operate their Towers as operated on the date hereof, except where the failure to obtain such Governmental Permit would not, individually or in the aggregate, have an AirTouch Material Adverse Effect. To AirTouch's knowledge, except as set forth in SCHEDULE 3.6, the Wholly Owned Entities are in compliance with such Governmental Permits, except for such failures to comply as would not, individually or in the aggregate, have an AirTouch Material Adverse Effect. Except as set forth in SCHEDULE 3.6, or where the failure would not, individually or in the aggregate, have an AirTouch Material Adverse Effect, (i) none of the Governmental Permits owned by the Wholly Owned Entities is, to AirTouch's knowledge, subject to any restriction or condition that limits the ownership or operations of the Assets as currently owned and operated, except for restrictions and conditions generally applicable to Governmental Permits of such type, (ii) to AirTouch's knowledge, the Governmental Permits owned by the Wholly Owned Entities are valid and in good standing, are in full force and effect and are not impaired by any act or omission of any Wholly Owned Entity or its officers, directors, partners, employees or agents, and the ownership and operation of the Assets to AirTouch's knowledge are in accordance with the Governmental Permits owned by the Wholly Owned Entities, (iii) no such Governmental Permit is the subject of any pending or, to AirTouch's knowledge, threatened challenge or proceeding to revoke or terminate any such Governmental Permit, and (iv) no Wholly Owned Entity has any reason to believe that any such Governmental Permit will not be renewed in its name by the granting Governmental Authority in the ordinary course.

3.7 Contracts. SCHEDULE 3.7 identifies all Contracts of the following types to which any Wholly Owned Entity is a party, or by which it is bound, with respect to the Assets (other than any Contract which is neither a Tenant Collocation Lease nor a Ground Lease and (i) is terminable by a party on not more than sixty (60) calendar days' notice without any Liability, or (ii) under which the obligation of a party (fulfilled and to be fulfilled under the current term thereof without taking optional extensions into account) involves an amount of less than $100,000 (a "Minor Contract"), or (iii) is specified in clauses (c) through (e) below which is entered into after the date hereof in compliance with Section 6.1):

(a) Contracts which are Ground Leases, disclosing for each the location of the related Tower Site, the identity of

the lessor, the expiration date of the current term under the lease, and the aggregate amount of the rental (including revenue sharing) paid to the lessor by AirTouch or other applicable Wholly Owned Entity thereunder for the month ended May 31, 1999;

(b) Contracts which are Tower Collocation Leases, disclosing for each the location of the related Tower Site, the identity of the lessee, the expiration date of the current term under the lease, and the amount of the rental paid by the lessee to AirTouch or other applicable Wholly Owned Entity thereunder for the month ended May 31, 1999;

(c) Contracts in effect as of June 30, 1999 which are Tower Equipment Leases, disclosing for each the location of the related Tower Site, the type of equipment leased, the identity of the lessor, the expiration date of the current term under the lease and the amount of the rental paid to the lessor by AirTouch or other applicable Wholly Owned Entity thereunder for the month ended May 31, 1999;

(d) Contracts in effect as of June 30, 1999 which are Tower Service Contracts, disclosing for each the location of the related Tower Site, the identity of the service provider, the type of service provided, the expiration date of the current term under the Contract and the amount of the fees paid by AirTouch or other applicable Wholly Owned Entity to the service provider thereunder for the month ended May 31, 1999;

(e) Contracts under which any Encumbrances, other than Permitted Encumbrances, exist with respect to the Assets of the Wholly Owned Entities; and

(f) Contracts (other than those described in any of (a) through (e) above) (i) which relate to the Towers or Tower Sites of the Wholly Owned Entities which were entered into after December 31, 1998 and which were not made in the ordinary course of the business of the applicable Wholly Owned Entity or (ii) which were made in the ordinary course of business and involve remaining payments under any such Contract of more than $100,000.

The Contracts listed in SCHEDULE 3.7 are referred to herein as the "AirTouch Contracts." To AirTouch's knowledge, and except as identified in SCHEDULE 3.7, no Wholly Owned Entity is in Default under any AirTouch Contract, except for Defaults that would not, individually or in the aggregate, have an AirTouch Material Adverse Effect. To AirTouch's knowledge and except as disclosed in SCHEDULE 3.7, (i) no Wholly Owned Entity has received any written communication from, or given any written communication to, any other party indicating that such Wholly Owned Entity or such other party, as the case may be, is in Default under any AirTouch Contract, except for Defaults that would not, individually or in the aggregate, have

an AirTouch Material Adverse Effect, (ii) none of the other parties to any such AirTouch Contract is in Default thereunder in any material respect, and (iii) each such AirTouch Contract is in full force and effect and is enforceable against the other parties thereto in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, reorganization, insolvency and other Laws of general application affecting enforcement of creditors' rights generally or by general principles of equity, and except to the extent that the failure to be in full force and effect and enforceable would not, individually or in the aggregate, have an AirTouch Material Adverse Effect.

3.8 Environmental Laws.

(a) Except as disclosed on SCHEDULE 3.8, to AirTouch's knowledge: (i) none of the Wholly Owned Entities' operations on the Real Property of the Wholly Owned Entities is currently subject to any judicial or administrative proceeding alleging the violation of an Environmental Law; (ii) none of the Real Property of the Wholly Owned Entities is the subject of any investigation by any Governmental Authority concerning any release of any Hazardous Substance on the Real Property of the Wholly Owned Entities; (iii) the Wholly Owned Entities have not filed any written notice under any Environmental Law indicating past or present treatment, storage or disposal of a hazardous waste on the Real Property or reporting a spill or release of a Hazardous Substance into the environment from its operations on the Real Property of the Wholly Owned Entities; (iv) no lien in favor of any Governmental Authority for (A) any liability under Environmental Laws, or (B) damages arising from or costs incurred in response to a release of any Hazardous Substance into the environment has been filed or attached to any of the Real Property of the Wholly Owned Entities (other than Permitted Encumbrances); (v) no Wholly Owned Entity has been notified that it is potentially liable (including as a "potentially responsible party"), or has received any request for information or other correspondence concerning its potential liability with respect to the Real Property, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation Recovery Act, as amended, or any similar state Law; (vi) no Wholly Owned Entity has entered into or received any consent decree, compliance order or administrative order issued pursuant to any Environmental Law with respect to the Real Property, or is a party in interest in any judgment, order, writ, injunction or decree issued pursuant to any Environmental Law with respect to the Real Property; (vii) each Wholly Owned Entity is in compliance with all Environmental Laws with respect to the Real Property, except where the failure to be so in compliance, individually or in the aggregate, would not have an AirTouch Material Adverse Effect; and (viii) except for batteries, generators and associated above-ground fuel tanks and other substances commonly used in the industry necessary

for the operation and maintenance of the Assets, no Wholly Owned Entity has installed or used any underground storage tanks or Hazardous Substances, and there are no underground storage tanks or Hazardous Substances, on any Real Property constituting a part of the Assets.

(b) "Environmental Law" means a law, regulation, statute or ordinance pertaining to land use, air, soil, surface water or groundwater (including the protection, cleanup, removal, remediation or damage thereof) including, without limitation, the following laws: (i) Clean Air Act (42 U.S.C. (S) 7401 et seq.); (ii) Clean Water Act (33 U.S.C. (S) 1251 et seq.); (iii) Resource Conservation and Recovery Act (42 U.S.C. (S) 6901 et seq.); (iv) Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. (S) 9601 et seq.); (v) Safe Drinking Water Act (42 U.S.C. (S) 300f et seq.); and (vi) Toxic Substances Control Act (15 U.S.C. (S) 2601 et seq.).

(c) "Hazardous Substance" means any matter that is designated or regulated as a pollutant, contaminant or hazardous or toxic substance, constituent or waste under any Environmental Law.

3.9 Litigation. Except as set forth on SCHEDULE 3.9, (a) there is no material claim, grievance, lawsuit, action, arbitration, administrative or other proceeding or formal governmental investigation pending or, to AirTouch's knowledge, threatened against any Wholly Owned Entity or any of the Assets, that would, individually or in the aggregate, have an AirTouch Material Adverse Effect; and (b) there is no material outstanding or unsatisfied judgment, order or decree to which any Wholly Owned Entity is a party and which relates to the Assets, except such as would not, individually or in the aggregate, have an AirTouch Material Adverse Effect.

3.10 Employees and Employee Benefits.

(a) Employment Agreements. SCHEDULE 3.10(a) lists all employees of Sublessors who may be hired by TowerCo at the Initial Closing (each, an "Identified Employee") and their dates of hire, present positions and rates of compensation (such Schedule being subject to change between the date hereof and the Initial Closing Date as a result of changes in the ordinary course of business). No Wholly Owned Entity is a party to, involved in, or, to AirTouch's knowledge, threatened by, any labor dispute or unfair labor practice charge related to any of the Identified Employees. No Wholly Owned Entity is a party to or currently negotiating any collective bargaining agreement related to such Identified Employees.

(b) Employee Benefit Plans. SCHEDULE 3.10(b) lists each pension benefit, welfare benefit, stock option, stock purchase, disability, vacation pay, incentive bonus, severance pay, deferred compensation, supplemental income or other employee

benefit plan, policy or arrangement or agreement, including each "employee benefit plan" within the meaning of section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), maintained by or contributed to by the Wholly Owned Entities under which any Wholly Owned Entity is or may be obligated to Identified Employees or their dependents (the "Covered Persons") (collectively referred to as "Employee Plans").

(c) Employee Benefit Plan Compliance. AirTouch (i) has no knowledge of any circumstance relating to an Employee Plan intended to qualify under section 401(a) of the Code that would likely be treated by the Internal Revenue Service as a disqualifying defect; and (ii) has no knowledge of any liens under Code section 412(n) or ERISA section 4069(a), nor liabilities under ERISA section 4069(a) or 4201(a), in effect with respect to any Employee Plan that would, individually or in the aggregate, have an AirTouch Material Adverse Effect.

3.11 Commissions. No Wholly Owned Entity has entered into an agreement, commitment or obligation with regard to any brokerage commission or finder's fee which would be payable by or result in any Liability to TowerCo arising out of the execution, delivery or performance of this Agreement or the other Transaction Documents or the transactions contemplated hereby and thereby.

3.12 Real Property.

(a) Zoning. To AirTouch's knowledge, except as set forth on SCHEDULE 3.12, the ownership, lease or use of the real property included in the Assets of each Wholly Owned Entity or subject to such Wholly Owned Entities' Ground Leases is in compliance with all applicable zoning, wetlands and other land use requirements where the failure to so comply would materially limit the applicable Wholly Owned Entity's ability to use such real property substantially as heretofore used, including the addition of tenants to the Towers.

(b) Utility Services. Except as set forth on SCHEDULE 3.12, (i) the water, electric, gas and sewer utility services and the septic tank and storm drainage facilities currently available to the Tower Sites of the Wholly Owned Entities are adequate for the present use of such Tower Sites by the Wholly Owned Entities and are not being misappropriated by the Wholly Owned Entities but rather are being supplied to the Wholly Owned Entities by utility companies or municipalities pursuant to contracts or tariffs which, to AirTouch's knowledge, are valid and in full force and effect, and (ii) to AirTouch's knowledge, there is no condition which will result in the termination of the present access from such Tower Sites to such utility services and other facilities.

(c) Access. To AirTouch's knowledge, and except as disclosed in SCHEDULE 3.12, the Wholly Owned Entities have obtained all Governmental Permits (where required), easements and rights-of-way which are reasonably necessary to provide vehicular and pedestrian ingress and egress to and from their Tower Sites for the purposes used by the Wholly Owned Entities in the ordinary course. To AirTouch's knowledge, no action is pending or threatened which would have the effect of terminating or materially limiting such access.

(d) Eminent Domain. Except as set forth on SCHEDULE 3.12, AirTouch has received no written notice that any Governmental Authority having the power of eminent domain over any of the real property included in the Assets of the Wholly Owned Entities has commenced or intends to exercise the power of eminent domain or a similar power with respect to all or any material part of such real property.

(e) Public Improvements. To AirTouch's knowledge, no work for municipal improvements has been commenced on or in connection with the "Owned Sites" included in the Assets that are owned by the Wholly Owned Entities. AirTouch has received no written notice that any material assessment for public improvements has been made against any such real property which remains unpaid.

3.13 Absence of Certain Changes or Events. Since December 31, 1998, each Wholly Owned Entity has made reasonable efforts consistent with past practice to preserve relationships with customers, suppliers, employees, lessors, licensors, tenants, licensees, distributors and others with whom such Wholly Owned Entity has a material business or financial relationship with respect to its Assets. Except as set forth on SCHEDULE 3.13, since December 31, 1998, each Wholly Owned Entity has conducted its operations regarding its Assets in the ordinary course of business consistent with past practice (including with respect to the collection of receivables, payment of payables and other liabilities and capital expenditures).

3.14 Availability of Documents. AirTouch has made available to TowerCo copies of all Contracts specifically identified in the Schedules to this Article 3. To AirTouch's knowledge, such copies are true and complete in all material respects and include all material amendments, supplements and modifications thereto or waivers currently in effect thereunder.

3.15 Compliance with Applicable Law. To AirTouch's knowledge, except as set forth on SCHEDULE 3.15, each Wholly Owned Entity has conducted its business relating to the Assets and owned and operated the Assets in accordance with all applicable Laws (excluding Environmental Laws), except for such failures as, individually or in the aggregate, would not have

an AirTouch Material Adverse Effect. Except as set forth on SCHEDULE 3.15, none of the Wholly Owned Entities is charged by any Governmental Authority with, or, to AirTouch's knowledge is threatened or under investigation by any Governmental Authority with respect to, any Default under any applicable Law relating to the ownership and operation of the Assets or the conduct of the Business that, individually or in the aggregate, would have an AirTouch Material Adverse Effect.

3.16 Investment Intent. Each Wholly Owned Entity is acquiring its portion of the Warrant for its own account and not with a view to the distribution thereof or of the shares of TowerCo's Class A Common Stock issuable upon exercise thereof. AirTouch and the other Wholly Owned Entities understand that the Warrant has not been registered under the Securities Act and may be resold only if registered pursuant to the provisions of the Securities Act or if an exemption from registration is available, except under circumstances where neither such registration nor such an exemption is required by Law.

3.17 No Other Warranties. Except for the representations and warranties expressly set forth in this Article 3 and in Article 4, the Assets are being leased or otherwise made subject to the terms of the Sublease by AirTouch, the other Wholly Owned Entities and the other Sublessors AS IS, WHERE IS, AND WITH ALL FAULTS, and there are no other warranties being made by AirTouch, any other Wholly Owned Entity or any other Sublessor (INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, MERCHANTABILITY, CONDITION, DESIGN, WORKMANSHIP, OPERATION, STRUCTURAL INTEGRITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE, OR ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE), express or implied, in connection with the leasing or subleasing of the Assets, the subjection of the Assets to the terms of the Sublease, or the other transactions contemplated by this Agreement, the Sublease and the other Transaction Documents.

ARTICLE 4

Representations and Warranties of Other Entities

By and as of the time of its execution of this Agreement (or the Joinder, as the case may be), and as a material inducement to TowerCo, ATLP and (at such time as it becomes a party to this AGreement) Sub to enter into this Agreement and the Transaction Documents to which they are parties, each Other Entity (severally and not jointly and each solely with respect to itself) makes the representations and warranties to TowerCo set forth in Article 3 (except as to Section 3.16 in the event that there is an intent by an Other Entity to distribute portions of the Warrant, in which case the Joinder as to such other Entity shall modify such representation to provide appropriate assurances as to the investment intent of its

distributees), subject to the disclosures in the Schedules to this Agreement (with each disclosure made in the Schedules in response to any Section of such representations and warranties being deemed to be disclosed in response to, and to qualify, each other Section of such representations and warranties); provided, however, that for purposes of such representations and warranties, all references in Article 3 to AirTouch or any other Wholly Owned Entity or their respective business, operations, assets, properties and liabilities shall be deemed replaced with references to such Other Entity and its business, operations, assets, properties and liabilities.

ARTICLE 5

Representations and Warranties of TowerCo and ATLP

As a material inducement to Sublessors to enter into this Agreement and the other Transaction Documents to which they are parties, TowerCo and ATLP and (at such time as Sub becomes a party to this Agreement) Sub represent and warrant jointly and severally to Sublessors the following for the benefit of Sublessors (provided, that the following representations and warranties relating to Sub speak as of such time as Sub becomes a party hereto):

5.1 Organization and Qualification. Each of TowerCo and Sub is a corporation, and ATLP is a limited partnership, in each case duly organized, validly existing and in good standing under the laws of the State of Delaware and, prior to Closing, Sub will be authorized to transact business in all states in which the Towers which are the subject of such Closing are located. Each of TowerCo, ATLP and Sub has all necessary corporate (or, in the case of ATLP, partnership) power and authority to own, lease and utilize its properties and assets and to engage in the business or businesses in which it has been and is presently engaged and in the places where its property and assets are now (or as to Sub, proposed to be) owned, leased or utilized or as such business is now (or as to Sub, proposed to be) conducted. TowerCo has provided to AirTouch true, correct and complete copies of TowerCo's and Sub's Charter Documents.

5.2 TowerCo Authority. Each of TowerCo, Sub and ATLP has the corporate (or in the case of ATLP, partnership) right, power, legal capacity and authority to execute, deliver and perform its obligations under this Agreement, the other Transaction Documents, and the documents, instruments and certificates to be executed and delivered by it pursuant to this Agreement. The execution, delivery and performance of this Agreement by TowerCo, Sub and ATLP and the transactions contemplated hereby have been, and all documents, instruments and certificates have been or as of the Closing will be, duly

authorized by all necessary corporate or partnership action on the part of each.

5.3 Enforceability. The terms and provisions of this Agreement and all other Transaction Documents made or delivered from time to time by TowerCo, ATLP or Sub hereunder, including the Warrant, constitute valid and legally binding obligations of each enforceable against each in accordance with the terms hereof and thereof (except that no representation is made as to the enforceability of the indemnification and contribution provisions of the Registration Rights Agreement under federal and state securities laws).

5.4 Approvals. Except for compliance with the HSR Act, neither the execution and delivery by TowerCo, Sub or ATLP of the Transaction Documents to which TowerCo, Sub or ATLP, respectively, is a party, nor the performance of the transactions performed or to be performed by TowerCo, Sub or ATLP thereunder, will (i) require any filing, consent or approval or constitute a Default under (A) any Law to which TowerCo and its subsidiaries, Sub, ATLP or their respective properties and assets are subject, (B) the Charter Documents of TowerCo, Sub or ATLP, or (C) any Contract or Governmental Permit to which either is a party or by which any of the properties and assets of TowerCo, its subsidiaries, Sub or ATLP are bound, except with respect to clauses (A) and (C), such failures to make or obtain such filing, consent or approval and such Defaults that, individually or in the aggregate, would not have a TowerCo Material Adverse Effect, or (ii) result in the creation or imposition of any Encumbrance upon any of the properties or assets of TowerCo, its subsidiaries, Sub or ATLP, other than Permitted Encumbrances.

5.5 Commissions. Neither TowerCo nor any subsidiary has entered into any agreement, commitment or obligation with regard to any brokerage commission or finder's fee or similar payment which would be payable by or will result in any Liability to any Sublessor, arising out of the execution, delivery or performance of this Agreement, the other Transaction Documents or the Warrant or the transactions contemplated hereby and thereby.

5.6 SEC Reports. TowerCo has filed all required forms, reports and documents with the SEC since July 1, 1998 (collectively, the "TowerCo SEC Reports"). The TowerCo SEC Reports complied, as of their respective dates, in all material respects with all applicable requirements of the Securities Act and the Exchange Act. As of their respective dates, none of the TowerCo SEC Reports, including, without limitation, any financial statements or schedules included or incorporated by reference therein, contained any untrue statement of a material fact or omitted to state a material fact required to be stated or incorporated by reference therein or necessary in order to make the statements therein, in light of the circumstances

under which they were made, not misleading. There have been filed as exhibits to, or incorporated by reference in, TowerCo's Annual Report on Form 10-K as filed with the SEC on March 19, 1999, all Contracts which, as of the date hereof, are material as described in Item 601(b)(10) of Regulation S-K. TowerCo has heretofore delivered to AirTouch, in the form filed with the SEC, all of the TowerCo SEC Reports. The audited consolidated financial statements and the unaudited interim financial statements of TowerCo, including in each case the notes thereto, included in the TowerCo SEC Reports have been prepared in accordance with GAAP, and such balance sheets, including the related notes, fairly present the consolidated financial position, assets and liabilities (whether accrued, absolute, contingent or otherwise) of TowerCo and its subsidiaries at the dates indicated and such consolidated statements of income, changes in stockholders' equity and statements of cash flow fairly present the consolidated results of operations, changes in stockholders' equity and cash flow of TowerCo for the periods indicated, subject, in the case of the unaudited interim financial statements, to normal, recurring audit adjustments. The unaudited financial statements included in the TowerCo SEC Reports contain all adjustments, which are solely of a normal recurring nature, necessary to present fairly the results of operations and changes in stockholders' equity and financial position for the periods then ended.

5.7 Absence of Certain Changes. Since December 31, 1998, except as described in SCHEDULE 5.7 or the TowerCo SEC Reports filed after such date, TowerCo has conducted its business solely in the ordinary course consistent with past practice and neither TowerCo nor Sub has been subject to any Event that would have a TowerCo Material Adverse Effect.

5.8 Threatened or Pending Litigation. There is no dispute, claim, grievance, lawsuit, action, arbitration, administrative or other proceeding or formal governmental investigation pending or, to TowerCo's knowledge, threatened against TowerCo, any Affiliate of TowerCo or any of their respective properties, assets or operations that would have a TowerCo Material Adverse Effect.

5.9 Interim Operations of Sub. Sub is a wholly-owned, indirect subsidiary of TowerCo. Sub was formed solely for the purpose of engaging in the transactions contemplated hereby and has not (i) engaged in any business activities, (ii) conducted any operations other than in connection with the transactions contemplated hereby or (iii) incurred any liabilities other than in connection with the transactions contemplated hereby.

5.10 Funds Available for Exclusive Commitment Fee. TowerCo has sufficient cash or cash equivalents to pay the Exclusive Commitment Fee when due hereunder.

5.11 Capitalization. TowerCo has authorized capital stock, and shares of capital stock outstanding and reserved for issuance pursuant to options, warrants and convertible and exchangeable securities outstanding as of August 1, 1999, in each case as identified in SCHEDULE 5.11. All of such outstanding capital stock has been duly authorized and validly issued, fully paid and nonassessable and is not subject to any preemptive or similar rights. Sub has authorized capital stock consisting solely of 1,000 shares of Common Stock, par value $.01 per share, all of which (i) are owned directly by a direct, wholly owned subsidiary of TowerCo free and clear of any Encumbrance other than the Encumbrances described in SCHEDULE 5.11 or the TowerCo SEC Reports and (ii) were issued in compliance with applicable securities Laws. There are no existing subscriptions, options, warrants, convertible securities, calls, commitments, agreements, conversion rights or other rights of any character (contingent or otherwise) that are binding on TowerCo or any of its direct or indirect subsidiaries calling for or requiring the issuance, transfer, sale or other disposition of any shares of the capital stock of TowerCo or Sub, or calling for or requiring the issuance of any securities or rights convertible into or exchangeable for shares of capital stock of TowerCo or Sub, in any case except as set forth with respect to TowerCo in the TowerCo SEC Reports (as defined herein) or in SCHEDULE 5.11 hereto.

5.12 Valid Issuance. The issuance of the Warrant and the issuance of the shares of Class A Common Stock of TowerCo issuable upon exercise of the Warrant (the "Warrant Shares") have been duly and validly authorized by all necessary corporate action. No further approval or authorization of the stockholders or the directors of TowerCo, of any Governmental Authority or of any other Person is required for the issuance by TowerCo of the Warrant to Sublessors in accordance with the terms of this Agreement, or for the issuance of the Warrant Shares in accordance with the terms of the Warrant. The Warrant, when issued, sold and delivered to Sublessors in accordance with the terms expressed herein, shall be duly and validly issued, fully paid and nonassessable, free and clear of any Encumbrances and preemptive or similar rights and restrictions of any nature. The Warrant Shares have been duly and validly reserved for issuance and, upon issuance and receipt of payment therefor as provided in the Warrant, will be duly and validly issued, fully paid and nonassessable, and free and clear of any Encumbrances and preemptive or similar rights and restrictions of any nature. The issuance of the Warrant to Sublessors pursuant to this Agreement, and the issuance of the Warrant Shares pursuant to the Warrant, will not violate or constitute a Default under the terms of any preemptive right or Contract of TowerCo or Sub and, based on the representation and warranty set forth in Section 3.16 and in Article 4 (insofar as it relates to Section 3.16), shall be made in compliance with all applicable Laws and Charter Documents of TowerCo and Sub.

5.13 Registration Rights. Except as set forth in SCHEDULE 5.13, no Person has demand or other rights to cause TowerCo to file any registration statement under the Securities Act of 1933, as amended, relating to any securities of TowerCo or any right to participate in any such registration statement.

5.14 Share Ownership Limitations. No "fair price," "moratorium," "control share acquisition" or other form of anti-takeover statute or regulation as in effect on the date hereof or any anti-takeover provision in the Charter Documents of TowerCo or its Affiliates or any shareholder rights plan or similar arrangement or material change of control provision is applicable to any of the transactions contemplated by this Agreement, the other Transaction Documents or the Warrant.

ARTICLE 6

Certain Covenants

6.1 Agreements of Sublessors Pending the Closing. AirTouch and each other Sublessor severally covenants and agrees that, pending the Final Closing (and thereafter, in the case of paragraphs (f) and (g) of this Section), except as otherwise agreed to in writing by TowerCo, and except in connection with the performance of the transactions contemplated hereby:

(a) Business in the Ordinary Course. Except as to actions specifically permitted or contemplated by this Agreement or required by any Law, such Sublessor shall operate, maintain and service its Assets in the ordinary course consistent with past practice (including extensions, renewals, terminations and amendments of Contracts) and in compliance in all material respects with all applicable Laws and, to the extent consistent therewith, use reasonable efforts to preserve the goodwill and relationships with customers, suppliers and others having business dealings with it that are material to the Assets.

(b) Update Schedules. AirTouch and the other Sublessors shall promptly disclose to TowerCo any information contained in their respective representations and warranties or any of the Schedules or Annexes hereto which, because of an event occurring after the date hereof, is incomplete or is no longer correct as of all times after the date hereof until the Final Closing Date; provided, however, that none of such disclosures shall be deemed to modify, amend or supplement the representations and warranties of the Wholly Owned Entities or of the Other Entities or the Schedules or Annexes hereto for the purposes of Article 8 hereof, unless TowerCo shall have consented thereto in writing, except (i) to the extent that an update relates to the addition to any Schedule or Annex of Towers or Tower Sites acquired or constructed after the date of

this Agreement in the ordinary course consistent with past practice (and Ground Leases relating to the foregoing) and which meet the criteria set forth in SCHEDULE 6.1(B)(1), and matters related thereto, (ii) to the extent that an update relates to the expiration or termination pursuant to its terms of a Ground Lease or Tower Related Asset and matters related thereto, in which event the applicable Tower, Tower Site and Ground Lease (in the case of an expiring or terminating Ground Lease) or the applicable Tower Related Asset (in the case of an expiring or terminating Tower Related Asset) shall be deemed to be Excluded Assets for all purposes hereunder and shall not be deemed to be the subject of any representation, warranty or covenant of Sublessors hereunder, and all references thereto in the Annexes to this Agreement shall be deemed deleted, (iii) to the extent that an update relates to the renewal (pursuant to preexisting renewal options) of a Ground Lease or Tower Related Asset, and matters related thereto, (iv) to the extent that an update relates to the renewal (other than a renewal pursuant to preexisting renewal options) or amendment of a Ground Lease or Tower Related Asset, and matters related thereto, so long as the criteria set forth in SCHEDULE 6.1(B)(2) are met, and (v) for updates to Schedule 310 with respect to the Identified Employees identified by TowerCo and AirTouch in accordance with the provisions of Section 310 (collectively, the updates referred to in the foregoing clauses (i), (ii), (iii), (iv) and (v), together with any other disclosures consented to in writing by TowerCo, the "Permitted Schedule Updates"). The Schedules and Annexes hereto
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shall be deemed modified to include the information in the Permitted Schedule Updates. Notwithstanding anything to the contrary herein, if any proposed Permitted Schedule Update pursuant to subsection (i) of the foregoing proviso (a "Subsection (i) Update") contains exceptions to the representations and
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warranties contained in Articles 3 or 4 hereof such that the condition to TowerCo's obligations to close under Section 8.1(b) would not be satisfied (it being understood that, to the extent that a Subsection (i) Update revises the lists of Towers, Tower Sites and certain Contracts called for by Section 3.7 and the Annexes hereto, such revision shall not constitute an exception for this purpose), TowerCo may, within seven days after the receipt thereof, refuse to accept such proposed Subsection (i) Update insofar as the exceptions reflected therein are unacceptable to TowerCo, notify AirTouch of TowerCo's objections, and refuse to accept and pay for any such additional Towers or Tower Sites as are subject to such unacceptable exceptions. Each such Tower and Tower Site (including the Tower Related Assets relating thereto) shall not be subject to this Agreement or any of the Transaction Documents for any purpose and shall constitute Excluded Assets, and Sublessors may hold, further develop or dispose of such Towers, Tower Sites and assets free and clear of any obligation or Liability arising or imposed under or pursuant to this Agreement or the other Transaction Documents.

(c) Conduct of Business. Such Sublessor shall cooperate with TowerCo and use its reasonable efforts to cause all of the conditions to the obligations of TowerCo under this Agreement to be satisfied on or prior to the Closing Date.

(d) Sale of Assets; Negotiations. Except as permitted by Section 61, such Sublessor shall not sell or encumber all or any part of its Assets, other than Permitted Encumbrances or in the ordinary course of its business consistent with past practice or in connection with the sale or other divestiture of any cellular system owned by any Sublessor, or initiate or participate in any discussions or negotiations or enter into any agreement to do any of the foregoing. Assets sold or otherwise disposed of in accordance with this Section shall be deemed to be Excluded Assets for all purposes hereunder and shall not be deemed to be the subject of any representation, warranty or covenant of Sublessors hereunder, and all references thereto in the Annexes to this Agreement shall be deemed deleted.

(e) Access. Each Sublessor shall give to TowerCo's officers, employees, counsel, accountants and other representatives free and full access to and the right to inspect, during normal business hours and with reasonable prior notice, all of the premises, properties, assets, records, contracts and other documents relating to the Assets and shall permit them to consult with the officers, employees, accountants and agents of Sublessors for the purpose of making such investigation of the Assets as TowerCo shall desire to make, provided that such access, inspection and investigation shall not unreasonably interfere with the business operations of Sublessors. Notwithstanding the foregoing provisions of this Section 6.1(e), Sublessors shall not be required to provide any such information to TowerCo if, in the reasonable determination of counsel for AirTouch or the other applicable Sublessor, access to such information by TowerCo is prohibited by the provisions of any confidentiality agreements binding upon AirTouch or any of the other Sublessors or by applicable Law.

(f) Publicity. Except as required by applicable Law or in connection with communications with the other stockholders or partners of the Other Entities or the process of obtaining consents contemplated by Section 2.2 hereof, no Sublessor shall give any notice to third parties or otherwise make any public statement or announcement (including statements to any member of the media) concerning this Agreement or the transactions contemplated hereby, or otherwise make known to any third party any information relating to this Agreement or the other Transaction Documents, except for such written information as shall have been approved in writing as to form and content by TowerCo, which approval shall not be unreasonably withheld or delayed.

(g) Cooperation in Accounting Matters. If TowerCo is required by applicable Law (including the staff of the Securities and Exchange Commission) to receive from its independent public accountants an unqualified report (as to the scope of the audit, access to the books and records and the cooperation of management) on the Assets (consisting of a balance sheet as of the Final Closing Date and a statement of revenue from third parties and expenses for the twelve months then ended, prepared in conformity with GAAP and Regulation S-X under the Securities Act of 1933, as amended, and which shall be at TowerCo's sole cost and expense), then Sublessors shall cooperate reasonably and shall use reasonable efforts to cause their independent public accountants to cooperate (provided that such accountants' cooperation shall be at TowerCo's sole cost and expense) in responding to inquiries from TowerCo's independent public accountants in connection with their production of such report for TowerCo.

6.2 Agreements of TowerCo. TowerCo covenants and agrees that, pending the Final Closing (and thereafter, in the case of paragraphs (d) and (h) of this Section 6.2) and except as otherwise agreed to in writing by AirTouch:

(a) Update Schedules. TowerCo shall promptly disclose to AirTouch (on behalf of the Sublessors) any information contained in the representations and warranties of TowerCo or Sub or any of the Schedules hereto which, because of an event occurring after the date hereof, is incomplete or is no longer correct as of all times after the date hereof until the Final Closing Date; provided, however, that none of such disclosures shall be deemed to modify, amend or supplement the representations and warranties of TowerCo or Sub or the schedules hereto for the purposes of Article 9 hereof, unless AirTouch shall have consented thereto in writing.

(b) Conduct of Business. TowerCo and Sub shall cooperate with Sublessors and use its reasonable efforts to cause all of the conditions to the obligations of Sublessors and TowerCo under this Agreement to be satisfied on or prior to each Closing Date.

(c) Access. Pending the Final Closing, TowerCo and Sub shall give to Sublessors' officers, employees, counsel, accountants and other representatives free and full access to and the right to inspect, during normal business hours, all of the premises, properties, assets, records, contracts and other documents relating to its business and shall permit them to consult with the officers, employees, accountants, counsel and agents of TowerCo and Sub for the purpose of making such investigation of their business and the properties and assets used in connection therewith, as Sublessors shall desire to make, provided that such investigation shall not unreasonably interfere with the business operations of TowerCo. Notwithstanding the foregoing provisions of this Section

6.2(c), TowerCo shall not be required to provide any such information to Sublessors if, in the reasonable determination of the general counsel of TowerCo, access to such information by Sublessors is prohibited by the provisions of any confidentiality agreement binding upon TowerCo or by applicable Law.

(d) Publicity. Except as required by applicable Law, neither TowerCo nor Sub shall give notice to third parties or otherwise make any public statement or announcement (including statements to any member of the media) concerning this Agreement or the transactions contemplated hereby or otherwise make known to any third party any information relating to this Agreement or the other Transaction Documents, except for such written information as shall have been approved in writing as to form and content by AirTouch, which approval shall not be unreasonably withheld or delayed.

(e) Assignment to Sub. Prior to the applicable Closing Date, TowerCo shall (i) assign this Agreement to Sub in accordance with Section 13.2 hereof, and (ii) cause Sub to qualify to do business in any jurisdiction where the leasing, subleasing, use, occupancy, management or operation of the Assets would require Sub to be so qualified.

(f) Capitalization. Prior to the Initial Closing Date:

(i) TowerCo will not make any change or amendment in its charter or bylaws except for such changes or amendments that (x) are approved by the holders of Class A Common Stock or (y) would not have a material adverse effect on the rights of the holders of Class A Common Stock.

(ii) TowerCo will not effect any reclassification of the shares of Class A Common Stock, or make any distribution thereon prior to the Initial Closing Date, or declare any distribution having a record date prior to the Initial Closing Date, unless an appropriate adjustment is made in the Warrant.

(iii) TowerCo shall take such action as is necessary to cause, as of the Initial Closing Date, the Warrant Shares (as defined herein) to be approved for listing upon notice of issuance of the New York Stock Exchange.

(iv) In the event that TowerCo shall effect any merger, consolidation or other business combination as a result of which shares of Class A Common Stock are converted or exchanged into cash, securities or other property, TowerCo shall ensure that the holders of the Warrant upon exercise thereof shall be entitled to receive, in lieu of each share of Class A Common Stock issuable pursuant to such Warrant, the amount of cash,

securities and other property per share received in respect to a share of Class A Common Stock upon such conversion or exchange.

(g) Registration Rights Agreement. Prior to the Initial Closing Date, TowerCo shall take all action necessary to (i) amend the Registration Rights Agreement to cause Sublessors to become "Stockholders" thereunder and to cause the Warrant Shares to constitute "Registrable Securities" thereunder, subject only to AirTouch's execution of such amendment on behalf of Sublessors and (ii) cause the Warrant to constitute an "Equity Agreement" for purposes of the Registration Rights Agreement.

(h) Restrictions on Transfers of Sub Stock. TowerCo shall not directly or indirectly sell, assign, pledge, hypothecate, transfer or otherwise dispose (for purposes of this paragraph, a "transfer"), and shall not permit any transfer, of any or all of the capital stock of Sub, other than (i) those pledges to lenders as are described in SCHEDULE 5.11 hereto, or (ii) a transfer of Sub's capital stock pursuant to the exercise of the lenders' foreclosure remedies pursuant to the foregoing pledges, or to assignees of such foreclosing lenders, but only so long as the proposed transferee is a Qualified Stock Transferee (as defined below) that agrees in writing to be bound by the restrictions on transfer set forth in this Section 6.2(h). All purported transfers of Sub capital stock that do not comply with this Section shall be void ab initio. TowerCo and Sub shall cause all certificates representing shares of Sub capital stock to bear a legend referencing the transfer restrictions set forth herein. Without limiting the foregoing, TowerCo and Sub shall obtain prior to the Initial Closing Date (and shall maintain thereafter) from the lenders to which Sub's stock is pledged as described in Schedule 5.11 any consents or agreements necessary to ensure that the foregoing restrictions on transfer are given full force and effect and do not and will not result in any Default under TowerCo's and Sub's agreements with such lenders. A "Qualified Stock Transferee" means a transferee that (i) is not an AirTouch Competitor (as defined in the Sublease), and (ii) is otherwise a Person to which Sub would be permitted to transfer Sub's assets under the terms of the Sublease. Notwithstanding anything to the contrary in this Agreement, the obligations of TowerCo and Sub in this Section shall survive until the expiration or termination of the Sublease.

6.3 Additional Agreements of Sublessors and TowerCo.

(a) Regulatory Matters.

(i) Each party hereto agrees to use commercially reasonable efforts to comply with all Laws which may be imposed on such party with respect to the transactions contemplated by this Agreement and the other Transaction Documents. If

required by applicable Laws, TowerCo (and/or Sub, as applicable) and Sublessors shall each make an appropriate filing of a Notification and Report Form pursuant to the HSR Act as soon as reasonably practicable but in any event no later than twenty (20) Business Days after the date hereof and shall promptly respond to any request for additional information with respect thereto. Each such filing shall request early termination of the waiting period imposed by the HSR Act. TowerCo, Sub and Sublessors will cooperate before and after Closing to prevent inconsistencies between their respective HSR Act filings and will furnish to each other such necessary information and reasonable assistance as the other may reasonably request in connection with its preparation of necessary filings or submissions under the HSR Act. Each of TowerCo and/or Sub, on the one hand, and Sublessors, on the other hand, shall pay all HSR filing fees payable by such party in connection with the execution of this Agreement.

(ii) Notwithstanding anything else to the contrary contained in this Agreement, none of AirTouch nor any other Sublessor shall have any obligation to oppose, challenge or appeal any suit, action or proceeding by any Governmental Authority before any court or other Governmental Authority, domestic or foreign, or any order or ruling by any such body (A) seeking to restrain or prohibit or restraining or prohibiting the consummation of the transactions contemplated by the Transaction Documents, (B) seeking to prohibit or limit or prohibiting or limiting the leasing, subleasing, occupancy, operation or control by TowerCo or Sub of the Subleased Property or Managed Components (as defined in the Sublease) or (C) seeking to compel or compelling TowerCo, Sub or any Sublessor or any of their respective Affiliates to dispose of, grant rights in respect of, or hold separate any portion of the business or assets of TowerCo, Sub or any Sublessor or any of their respective Affiliates.

(b) Cooperation in Tax Matters. Sublessors, on the one hand, and TowerCo and Sub, on the other hand, 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. Sublessors and TowerCo agree (i) to retain all books and records with respect to Tax matters pertinent to the Assets relating to all taxable periods until the statute of limitations (including any extensions) as to any taxable year 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).

(c) Transfer Taxes. Each Sublessor shall 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 Agreement and the Sublease, if any. TowerCo shall promptly reimburse each Sublessor for 50% of all such Transfer Taxes upon receipt of suitable evidence that such Transfer Taxes have been paid by such Sublessor. 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 AirTouch or another Sublessor.

(d) Further Assurances. Each of the parties hereto will cooperate with the other and execute and deliver to the other parties hereto such other instruments and documents and take such other actions as may be reasonably requested from time to time by any other party hereto as necessary to carry out, evidence and confirm the intended purposes of this Agreement.

(e) Tax Filings. TowerCo will be responsible for filing before and after each Closing any forms, notices or other filings as required by each Governmental Authority necessary to identify the change in ownership, use, control or possession of the Assets.

6.4 Confidentiality. All information obtained by any party in connection with this Agreement shall be kept confidential in accordance with that certain letter agreement dated March 23, 1999 between TowerCo and Lehman Brothers Inc. on behalf of AirTouch. The obligations in this Section shall survive any termination or expiration of this Agreement.

6.5 Preliminary Title Reports. TowerCo may, but shall not be obligated to, at its own cost or expense, obtain as promptly as practicable after the execution of this Agreement either (i) a standard preliminary title report dated on or after the date of this Agreement with respect to each parcel of real property constituting a part of the Assets, or (ii) copies of title policies or marked up commitments to issue title policies, with policies to be provided when issued.

6.6 Environmental Site Assessments. TowerCo may as promptly as practicable after the execution of this Agreement, at its own cost and expense, obtain and deliver to the applicable Sublessor full and complete copies of a Phase I

Environmental Report on each parcel of real property constituting a part of the Assets for which a Phase I Environmental Report has not heretofore been delivered to TowerCo (or as to which TowerCo has heretofore indicated that the existing Phase I Environmental Report raises questions of potential liability that has had or could be reasonably expected to materially impair the value or use of the affected real property). Site assessments shall be conducted by such consultants and professionals as TowerCo shall select and as shall be reasonably acceptable to AirTouch and shall be arranged at times mutually convenient to the parties. Each of the applicable Sublessor and TowerCo shall be entitled to have representatives present at the time such site assessments are conducted and to have copies of all correspondence with the entity preparing such Phase I Environmental Reports.

6.7 Structural Reports. TowerCo may, but shall not be obligated to, at its own cost and expense, obtain as promptly as practicable after the execution of this Agreement, a report with respect to each of the components of the Towers of such structural engineers as are reasonably satisfactory to TowerCo with respect to (i) the structural soundness and operating condition of the Towers, (ii) compliance of the Towers with all applicable Laws, Governmental Permits and Contracts, and (iii) any required structural or other material repairs.

ARTICLE 7

Employee Matters

7.1 Employment. No later than the sixtieth (60th) day after the date of this Agreement, TowerCo shall notify AirTouch of the Identified Employees that TowerCo intends to hire as of the Initial Closing Date (the "Prospective Employees"), and shall offer to all Prospective Employees, as of the Initial Closing Date, employment in a position with at least comparable responsibility. Prospective Employees who accept TowerCo's offer of employment and become employees of TowerCo within six (6) months of the Initial Closing Date are referred to herein as "New Employees" and all other employees of Sublessors are referred to as "Nontransferring Employees." Subject to the provisions of this Section 7 as to any particular benefit, TowerCo shall provide New Employees with compensation and employee benefits that are substantially similar to those provided to similarly situated TowerCo employees. From the date of this Agreement until the end of the Nonsolicitation Period, neither TowerCo nor any of its Affiliates will Solicit any Nontransferring Employee who is not an Identified Employee to leave his or her employment with any Sublessor or any of its Affiliates. For purposes of this Section 7.1, the "Nonsolicitation Period" ends on the first anniversary of the Final Closing, and "Solicit" means any recruitment specifically directed at one or more individuals identified by name, title or Sublessor affiliation (i.e., beyond generally advertising

job openings), but the term "Solicit" shall not include any activities that constitute follow-up to individuals who respond to general job opening advertisements or who voluntarily initiate employment inquiries. TowerCo shall indemnify and hold Sublessors and their Affiliates harmless from and against all claims, expenses (including reasonable attorneys' fees), loss and liability arising either (i) out of Sublessors' submission of personnel records or information to TowerCo about their employees, or (ii) with respect to the New Employees' employment with TowerCo after the Initial Closing. Except as otherwise specifically provided in this Agreement, Sublessors and their Affiliates shall indemnify and hold TowerCo and its Affiliates harmless from and against all claims, expenses (including reasonable attorneys' fees), loss and liability arising out of the New Employees' and Nontransferring Employees' employment with Sublessors prior to the Initial Closing.

7.2 Service Credit for New Employees. Subject to the provisions of this Section as to any particular benefit, TowerCo shall recognize all prior service of New Employees with any Sublessor and any Affiliate that is aggregated with the applicable Sublessor under section 414(b), 414(c) or 414(m) of the Code (each, an "ERISA Affiliate") for tenure purposes, and for all benefit plan purposes (other than benefit accrual under a defined benefit plan and TowerCo's 401(k) Plan and Stock Option Plan), at least to the extent recognized under the comparable employee benefit plan of the applicable Sublessor as in effect on the Initial Closing Date, but without regard to any amendment increasing such service adopted or made effective less than twelve (12) months prior to the Initial Closing Date. On or before the Initial Closing Date, Sublessors shall provide TowerCo with a list setting forth the service accrued by each Prospective Employee. Sublessors agree that TowerCo shall be under no obligation to and shall not assume sponsorship of any Employee Plan.

7.3 Qualified Defined Contribution Plan.

(a) The Identified Employees currently are eligible to participate in the AirTouch Communications Retirement Plan ("AirTouch's DC Plan"). New Employees shall not accrue any further benefits under the AirTouch's DC Plan as of any date after the Initial Closing (unless still employed by any Sublessor or its ERISA Affiliates).

(b) TowerCo is a participating company in the American Tower 401(k)/Profit Sharing Plan ("TowerCo's DC Plan"). Except with respect to any New Employee who elects otherwise, the account balances of New Employees in the AirTouch's DC Plan shall be transferred to the TowerCo's DC Plan as soon as reasonably practicable following the Initial Closing in accordance with this Section 73. TowerCo represents and warrants that the TowerCo's DC Plan and related trust meet the

requirements for qualification under section 401 and related sections of the Code and shall continue to meet such requirements as of the date of the transfer described in this Section 7.3. Prior to such transfer, but in no event later than two (2) months after the Initial Closing Date, TowerCo shall provide to Sublessors satisfactory evidence that the TowerCo's DC Plan complies with such requirements, including copies of TowerCo's DC Plan and the most recent determination letter issued by the Internal Revenue Service (and any subsequent determination letter application filed with the Internal Revenue Service).

(c) As soon as reasonably practicable after the Initial Closing and provision of satisfactory evidence pursuant to this Section 7.3, the trustee of AirTouch's DC Plan shall transfer to the trustee of TowerCo's DC Plan cash and/or assets, including plan loan obligations, equal to the value of the account balances of each New Employee (except any New Employee electing not to transfer his or her account balance as provided above) under AirTouch's DC Plan as of the last valuation date immediately preceding the transfer date, which amount shall be credited to the respective account or accounts under TowerCo's DC Plan. The foregoing notwithstanding, the amount to be so transferred with respect to any New Employee shall be reduced by any withdrawals and other distributions made from AirTouch's DC Plan to the New Employee between such valuation date and such transfer date.

(d) TowerCo agrees that once the transfers described herein have been made, the sole and exclusive responsibility for providing the benefits accrued by the New Employees under AirTouch's DC Plan as of the transfer date and transferred to TowerCo's DC Plan shall be that of TowerCo's DC Plan and TowerCo.

7.4 Welfare Plans. Each New Employee shall be eligible for coverage as of the date on which he or she becomes a New Employee of TowerCo (the "Employment Transfer Date") under any medical, dental, vision, prescription drug, life insurance and other welfare benefit plans (within the meaning of section 3(1) of ERISA) maintained by TowerCo for its employees ("TowerCo's Welfare Plans"). TowerCo agrees to (i) waive any waiting periods and preexisting condition limitations in TowerCo's Welfare Plans, except to the extent coverage would have been denied or restricted on a similar basis under the welfare benefit plans of Sublessors ("Sublessors' Welfare Plans") and (ii) coordinate deductibles, maximum benefit restrictions and "out-of-pocket" maximums so that (A) New Employees receive credit toward any deductibles under TowerCo's Welfare Plans for deductibles paid under the Sublessors' Welfare Plans during the coverage year of the TowerCo's Welfare Plans in which the Employment Transfer Date occurs and (B) New Employees receive credit for eligible claims incurred under the Sublessors' Welfare Plans during the coverage year of the TowerCo's Welfare

Plans in which the Employment Transfer Date occurs toward any "out-of-pocket" maximums under TowerCo's Welfare Plans. As soon as reasonably practicable after the Initial Closing Date, Sublessors shall prepare and deliver to TowerCo a schedule setting forth the information needed for TowerCo to comply with the preceding sentence. Sublessors will pay or cause to be paid all eligible unpaid claims incurred by New Employees prior to the Employment Transfer Date and which are timely submitted for reimbursement in accordance with the Sublessors' Welfare Plans. Sublessors will be responsible for providing continuation health care ("COBRA") coverage as required by section 4980B of the Code and sections 601-608 of ERISA to or with respect to any of Sublessors' employees who incurs a "qualifying event" prior to the Employment Transfer Date, including a qualifying event that occurs as a result of the transactions contemplated by this Agreement. TowerCo will be responsible for providing COBRA coverage to or with respect to any New Employee who incurs a "qualifying event" after the Employment Transfer Date.

7.5 Vacation. Sublessors shall cash out each New Employee's accrued but unused vacation as of the date employment with the applicable Sublessor terminates. TowerCo shall credit the New Employees with vacation under its vacation plan commensurate with the prior service recognized under Section 7.2 without offset for the unused vacation that is cashed out by Sublessors pursuant to this Section 7.5.

7.6 Sick Leave. As of the Initial Closing Date, TowerCo shall assume Sublessors' liability for each New Employee's sick (short-term disability) days for up to and including a pro-rata amount of six (6) annual workdays of sick leave accrued under the Sublessors' sick leave policy but not taken before the Initial Closing Date.

7.7 General. Sublessors and TowerCo shall give any notices required by any Law and take whatever other actions with respect to the plans described in this Article 7 as may be necessary to carry out the arrangements described in this Article 7. Sublessors and TowerCo shall provide each other with such plan documents and descriptions, employee data and other information as may reasonably be required to carry out the arrangements described in this Article 7. If any of the arrangements in this Section is determined by the Internal Revenue Service or other applicable Governmental Authority, or by a court of competent jurisdiction, to be prohibited by applicable Law, Sublessors and TowerCo shall modify such arrangement to as closely as possible retain the intent of the parties, as reflected herein, in a manner that is not so prohibited.

7.8 No Third-Party Beneficiaries. Except as set forth in Section 11.2, nothing in this Article 7 or elsewhere in this

Agreement shall be deemed to make any employee of Sublessors a third-party beneficiary of this Agreement.

7.9 WARN Act Indemnification. TowerCo shall indemnify Sublessors and their Affiliates against all liabilities arising out of the notification or other requirements of the Worker Adjustment and Retraining Notification Act of 1988, as amended ("WARN Act"), with respect to the New Employees in connection with actions taken by TowerCo on or after the Initial Closing Date. Sublessors shall indemnify TowerCo against all liabilities under the WARN Act with respect to all other employees of Sublessors, including the Nontransferring Employees.

ARTICLE 8

Conditions Precedent to Obligations of TowerCo, ATLP and Sub

8.1 Conditions Precedent. The obligations of TowerCo, ATLP and Sub to consummate the transactions contemplated on each Closing Date are subject to the satisfaction, on or before such Closing Date, of all the following conditions:

(a) Sublessors shall have performed and complied in all material respects with all covenants and obligations required by this Agreement and the other Transaction Documents to be performed or complied with by Sublessors on or before such Closing Date.

(b) All representations and warranties of Sublessors in this Agreement shall be true, correct and complete, in each case on and as though made on such Closing Date (except for representations and warranties with respect to matters as of a specified date or for a specified period, which shall be true, correct and complete as of such date or with respect to such period), in each case without regard to any schedule updates (other than Permitted Schedule Updates) furnished by Sublessors after the date hereof, except to the extent that the failure of such representations and warranties to be true and correct, individually or in the aggregate, do not have an AirTouch Material Adverse Effect; provided, however, that solely for the purpose of the foregoing, representations and warranties that are qualified as to materiality (including by reference to an AirTouch Material Adverse Effect) shall not be deemed to be so qualified; provided, however, that for purposes of this Section 8.1 each representation or warranty (other than those in Sections 3.1, 3.2, 3.3, 3.10, 3.11, 3.16 and 3.17) of any Sublessor that refers to or is made with respect to any or all of the Assets or liabilities (including without limitation Contracts, Governmental Permits, Encumbrances, Towers, Tower Sites and Real Property) of or affecting any or all Sublessors or their properties shall be deemed to refer only to such Assets and liabilities which are the subject of the Closing at

issue, and not to any other Assets or liabilities of or affecting any Sublessor or its properties.

(c) The waiting period required under the HSR Act, if applicable to this transaction, for the consummation of such Closing hereunder shall have expired or been terminated.

(d) As of such Closing Date, no lawsuit, action or proceeding shall be completed, pending or threatened against TowerCo or any Sublessor that has or is likely to result in a judgment, decree or order that would prevent or make unlawful the consummation of the transactions contemplated by this Agreement and there shall be in effect no injunction or order restraining or prohibiting the consummation of the transactions contemplated by this Agreement to occur at such Closing nor any proceedings pending with respect thereto.

(e) Sublessors shall have duly tendered to TowerCo all documents which Sublessors are required by Section 10.2(b) to deliver to TowerCo for such Closing.

(f) Sublessors shall have been able to deliver to TowerCo at least the minimum number of Included Towers applicable to such Closing, as provided in Section 2.4.

(g) Except with respect to the HSR 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, in connection with and prior to the consummation of the transactions contemplated hereby to occur at such 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 of which to obtain or make would not have an AirTouch Material Adverse Effect.

(h) All agreements, certificates and other documents required to be delivered pursuant to the provisions of this Agreement (other than the other Transaction Documents to the extent substantially in the form attached hereto) shall be reasonably satisfactory in form, scope and substance to TowerCo and its counsel, and TowerCo and its counsel shall have received copies of all documents, including records of corporate proceedings, which they may reasonably request in connection therewith, such documents where appropriate to be certified by proper Governmental Authorities or corporate officers.

(i) Each of the Sublessors shall have executed and delivered a counterpart of the Registration Rights Agreement, as amended as contemplated by Section 6.2(g).

(j) With respect to any Subsequent Closing, the Sublease shall not have been terminated in accordance with its terms.

8.2 Waiver. TowerCo may waive any or all of the conditions set forth in Section 8.1 hereof in whole or in part; however, no such waiver of a condition shall constitute a waiver by TowerCo of any of its other rights or remedies under this Agreement or otherwise at law or in equity if Sublessors should be in default of any of the covenants, agreements, representations or warranties of Sublessors under this Agreement.

ARTICLE 9

Conditions Precedent to Obligations of Sublessors

9.1 Conditions Precedent. The obligations of Sublessors to consummate the transactions contemplated on each Closing Date are subject to the satisfaction, on or before such Closing Date, of all the following conditions:

(a) TowerCo, ATLP and Sub shall have performed and complied in all material respects with all covenants and obligations required by this Agreement and the other Transaction Documents to be performed or complied with by TowerCo, ATLP and Sub on or before such Closing Date.

(b) All representations and warranties made by TowerCo, ATLP or Sub in this Agreement shall be true, correct and complete, in each case on and as though made on such Closing Date (except for representations and warranties with respect to matters as of a specified date or for a specified period, which shall be true, correct and complete as of such date or with respect to such period), in each case without regard to any schedule updates furnished by TowerCo after the date hereof, except to the extent that the failure of such representations and warranties to be true and correct, individually or in the aggregate, do not have a TowerCo Material Adverse Effect; provided, however, that solely for the purpose of the foregoing, representations and warranties that are qualified as to materiality (including by reference to an TowerCo Material Adverse Effect) shall not be deemed to be so qualified.

(c) The waiting period required under the HSR Act, if applicable to this transaction, for the consummation of such Closing hereunder shall have expired or been terminated.

(d) As of such Closing Date, no lawsuit, action or proceeding shall be completed, pending or threatened against any Sublessor, TowerCo, ATLP or Sub that has or is likely to result in a judgment, decree or order that would prevent or make unlawful the consummation of the transactions contemplated by this Agreement and there shall be in effect no injunction or

order restraining or prohibiting the consummation of the transactions contemplated by this Agreement to occur at such Closing nor any proceedings pending with respect thereto.

(e) TowerCo shall have, or shall have caused Sub to have, duly tendered to each Sublessor the applicable Exclusive Commitment Fee for such Closing and all documents which TowerCo is required by Section 10.2 to deliver to one or more Sublessors at such Closing.

(f) With respect to any Subsequent Closing, the Sublease shall not have been terminated in accordance with its terms.

(g) TowerCo shall not have (i) been a party to any merger, consolidation or other business combination in which it was not the surviving corporation or in which TowerCo's common stockholders (as in existence immediately prior to such transaction) do not possess at least 50.1% of the voting power of the Person controlling the surviving corporation, (ii) been liquidated, wound up or dissolved, or made an assignment for the benefit of creditors, or filed a bankruptcy petition, or petitioned or applied to any Governmental Authority or other tribunal seeking a receiver, trustee or custodian, or instituted or commenced any voluntary proceeding or become subject to (or indicated its consent to, approval of or acquiescence in) any involuntary proceeding contemplating or seeking any of the foregoing or any proceeding under any bankruptcy, reorganization, readjustment of debt, dissolution or liquidation Law of any jurisdiction, (iii) become insolvent as defined in the Uniform Commercial Code under the Laws applicable to this Agreement, (iv) sold, assigned, leased or otherwise disposed of (whether in one transaction or in a series of transactions) all or substantially all of its assets (whether now owned or hereinafter acquired) unless it meets the voting power test described in clause (i) with respect to the Person to which such assets were sold, assigned, leased or otherwise disposed of, or (vi) entered into any Contract or arrangement to do or permit any of the foregoing.

(h) Except with respect to the HSR 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 hereby to occur at such 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 of which to obtain or make would not have an AirTouch Material Adverse Effect.

(i) All agreements, certificates, opinions and other documents required to be delivered pursuant to the provisions

of this Agreement (other than the other Transaction Documents to the extent substantially in the form attached hereto) shall be reasonably satisfactory in form, scope and substance to Sublessors and their counsel, and Sublessors and their counsel shall have received copies of all documents, including records of corporate proceedings, which they may reasonably request in connection therewith, such documents where appropriate to be certified by proper Governmental Authorities or corporate officers.

(j) All authorizations, consents, waivers, orders or approvals required by the provisions of this Agreement to be obtained from all Persons (other than Governmental Authorities) prior to the consummation of the transactions contemplated on such Closing Date shall have been obtained, without the imposition, individually or in the aggregate, of any condition or requirement that has had or would have an AirTouch Material Adverse Effect.

(k) TowerCo shall have executed and delivered a counterpart of the Registration Rights Agreement, as amended as contemplated by Section 6.2(g).

9.2 Waiver. Sublessors may waive any or all of such conditions set forth in Section 9.1 hereof in whole or in part; however, no such waiver of a condition shall constitute a waiver by Sublessors of any of their other rights or remedies under this Agreement or otherwise at law or in equity if TowerCo, ATLP or Sub should be in default of any of the covenants, agreements, representations or warranties made by TowerCo or Sub under this Agreement.

ARTICLE 10

Closing

10.1 Closing. Each Closing shall take place on the Closing Date and at the place provided for forth in Section 2.4. At the applicable Closing, and subject to the terms and conditions herein contained, each of the parties shall take all actions and deliver all documents, instruments, certificates, agreements and other items as required under this Agreement in order to perform, fulfill and observe all covenants, conditions and agreements on its part to be performed, fulfilled and observed at or prior to such Closing Date (and not theretofore accomplished).

10.2 Closing Deliveries.

(a) At the Initial Closing, and subject to the terms and conditions herein contained:

(i) AirTouch (for itself and the other Sublessors) and TowerCo shall execute and deliver the Warrant to purchase 3,000,000 shares of TowerCo Class A Common Stock and the Registration Rights Agreement;

(ii) AirTouch (for itself and the other Sublessors) and Sub shall execute and deliver the Sublease;

(iii) AirTouch (for itself and the other Sublessors) shall execute and deliver, and ATLP shall execute and deliver, (A) the Master Tower Site Lease Agreement in the form attached hereto as EXHIBIT E (the "Master Lease") pursuant to which ATLP shall lease to Sublessors space on certain communications towers to be constructed pursuant to the Build-to-Suit Agreement (as defined below); and (B) the Site Development and Build-to-Suit Agreement in the form attached hereto as EXHIBIT F (the "Build-to-Suit Agreement") pursuant to which Sublessors shall offer to ATLP from time to time the right to build certain towers and related structures on the terms and conditions described therein.

(b) At each Closing (including the Initial Closing), and subject to the terms and conditions herein contained, Sublessors shall deliver to TowerCo (or, if applicable, Sub) all of the following:

(i) the Site Designation Supplements (as defined in the Sublease) applicable to the Tower Sites which are the subject of such Closing, to the extent and as provided in this Agreement;

(ii) a certificate of each Sublessor, substantially in the form of EXHIBIT H;

(iii) a Certificate of Good Standing for each Sublessor certified to by the Secretary of State of the jurisdiction of such Sublessor's incorporation or formation; and

(iv) such other documents and certificates as TowerCo may reasonably request.

(c) At each Closing (including the Initial Closing), TowerCo (or, if applicable, Sub) shall deliver to Sublessors the following:

(i) a wire transfer to each Sublessor of the portion of the Exclusive Commitment Fee attributable

(on a pro rata basis) to the Included Towers of such Sublessor which are the subject of such Closing, pursuant to instructions received from AirTouch;

(ii) a Certificate of Good Standing of TowerCo and Sub certified to by the Secretary of State of the State of each State in which any of the Towers and Tower Sites that are the subject of such Closing are located;

(iii) an executed counterpart of each Site Designation Supplement delivered by Sublessors pursuant to Section 10.2 hereof;

(iv) certificates of TowerCo and Sub, substantially in the form of EXHIBITS I and J; and a certificate of ATLP substantially in the form of the certificate of TowerCo and Sub.

(v) such other documents and certificates as Sublessors may reasonably request.

(d) AirTouch (for itself and the other Sublessors) and TowerCo shall negotiate in good faith hereafter with the goal of executing, as promptly as reasonably practicable, a mutually acceptable agreement regarding TowerCo's provision to Sublessors of certain services with respect to the tower structures owned by Sublessors, including appropriate support from New Employees hired by TowerCo for Sublessors' tower operations after the Initial Closing.

(e) AirTouch (for itself and the other Sublessors) and TowerCo shall negotiate in good faith hereafter with the goal of executing, as promptly as reasonably practicable, a mutually acceptable agreement regarding Sublessors' provision to TowerCo of certain services to facilitate the transition to TowerCo of the occupancy or management of the Subleased Property and Managed Components under the Sublease.

ARTICLE 11

Indemnification

11.1 Indemnification by Sublessors.

(a) Each Sublessor agrees severally, and for its own account only, to indemnify TowerCo, its Affiliates, and the directors, partners, officers, agents and employees of TowerCo and each of its Affiliates (collectively, the "Indemnified TowerCo Parties") and hold it harmless on an after-Tax basis from any and all losses, liabilities, claims, suits, proceedings, demands, judgments, damages, expenses and costs, including, without limitation, counsel fees and disbursements, expert fees and costs and expenses incurred in the investigation, defense or settlement of any claims covered by

this indemnity ("Indemnifiable Damages") which any Indemnified TowerCo Party may suffer or incur by reason of (i) the inaccuracy of any representation or warranty of such Sublessor contained in this Agreement (but excluding any other Transaction Documents), or (ii) the breach by such Sublessor of any covenant made by it in this Agreement (but excluding any other Transaction Documents). The foregoing obligation of Sublessors shall be subject to and limited by each of the qualifications set forth in this Article 11.

(b) Except with respect to bona fide and valid claims for which notice has been given within the Indemnity Period, each representation, warranty and covenant made by Sublessors in this Agreement or pursuant hereto and the indemnity obligations set forth in this Section 11.1 shall survive only until the expiration of the Indemnity Period, and thereafter all such representations, warranties and covenants and indemnity obligations and any liability thereunder shall be extinguished and of no further force or effect. The term "Indemnity Period" means a period of twelve (12) months after the applicable Closing Date with respect to representations and warranties and the applicable statute of limitations with respect to the covenants and agreements of the parties.

(c) The indemnity obligations of each Sublessor hereunder shall not apply (i) to the extent that TowerCo is compensated for the same loss under TowerCo's insurance policies in the absence of any indemnity hereunder if the insurers under such policy waive their rights of subrogation with respect thereto; or (ii) if the damages to TowerCo do not exceed the Threshold Amount applicable to such Sublessor. If such damages exceed the Threshold Amount applicable to such Sublessor, the indemnity obligations of such Sublessor hereunder shall only apply to that portion of the Indemnifiable Damages that exceeds the Threshold Amount for such Sublessor and thereafter Indemnifiable Damages shall be paid up to the Maximum Amount calculated on a cumulative basis with respect to all Sublessors taken in the aggregate. For purposes of determining whether the Threshold Amount or Maximum Amount (as the case may be) for any Wholly Owned Entity has been reached, all Sublessors that are Wholly Owned Entities shall be treated as a single "Sublessor," and the Threshold Amount and Maximum Amount shall be calculated on a cumulative basis with respect to all Wholly Owned Entities.

11. Indemnification by TowerCo.

(a) TowerCo agrees to indemnify each Sublessor, its Affiliates, and the directors, partners, agents and employees of each Sublessor and its Affiliates (collectively, the "Indemnified Sublessor Parties") against and hold each of them harmless on an after-Tax basis from any and all Indemnifiable Damages which any such Indemnified Sublessor Party may suffer or incur by reason of or in connection with (i) the inaccuracy

of any representation or warranty of TowerCo contained in this Agreement (but excluding any other Transaction Document), or (ii) the breach by TowerCo of any covenant made by it in this Agreement (but excluding any other Transaction Document). The foregoing obligation of TowerCo shall be subject to and limited by each of the qualifications set forth in this Article 11.

(b) Except with respect to bona fide and valid claims for which notice has been given within six (6) months of the Closing Date, each representation, warranty and covenant made by TowerCo in this Agreement or pursuant hereto (other than those which by their terms survive for a longer period) and the indemnity obligations set forth in this Section 11.2 shall survive only until the date which is six (6) months following the Closing Date, and thereafter all such representations, warranties, covenants and indemnity obligations and any liability thereunder shall be extinguished and of no further force or effect.

(c) The indemnity obligations of TowerCo hereunder shall not apply (i) to the extent that Sublessors are compensated for the same loss under Sublessors' insurance policies in the absence of any indemnity hereunder if the insurers under such policy waive their rights of subrogation with respect thereto; or (ii) if the damages to Sublessors do not exceed the Threshold Amount applicable to TowerCo. If such damages exceed the Threshold Amount applicable to TowerCo, the indemnity obligations of TowerCo hereunder shall only apply to that portion of the Indemnifiable Damages that exceeds the Threshold Amount for TowerCo and thereafter Indemnifiable Damages shall be paid up to the Maximum Amount.

11.3 Notice and Right To Defend Third-Party Claims.

(a) Upon receipt of written notice of any claim, demand or assessment from or the commencement of any suit, arbitration, action or proceeding by a third party (a "Claim") in respect of which indemnity may be sought on account of an indemnity agreement contained in this Article, the party seeking indemnification (the "Indemnitee") shall promptly, but in no event later than fifteen (15)

Business Days prior to the date a response or answer thereto is due (unless a response or answer is due within fewer than fifteen (15) Business Days from the date of Indemnitee's receipt of notice thereof), inform the party against whom indemnification is sought (the "Indemnitor") in writing thereof. The failure,
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refusal or neglect of such Indemnitee to notify the Indemnitor within the time period specified above of any such Claim shall relieve such Indemnitor from any liability which it may have to such Indemnitee in connection therewith, if the effect of such failure, refusal or neglect is to prejudice materially the rights of the Indemnitor in defending against the Claim.

(b) In case any Claim shall be asserted or commenced against an Indemnitee, and such Indemnitee shall have timely and properly notified the Indemnitor of the commencement thereof, the Indemnitor shall assume the defense, conduct or settlement thereof, with counsel selected by the Indemnitor. After assumption of the defense, conduct or settlement thereof, the Indemnitor will not be liable to the Indemnitee for expenses incurred by Indemnitee in connection with the defense, conduct or settlement thereof, except for such expenses as may be reasonably required to enable the Indemnitor to take over such defense, conduct or settlement.

(c) The Indemnitee will at its own expense cooperate with the Indemnitor in connection with any such Claim, make personnel, witnesses, books and records relevant to the Claim available to the Indemnitor at no cost, and grant such authorizations or powers of attorney to the agents, representatives and counsel of the Indemnitor as the Indemnitor may reasonably request in connection with the defense or settlement of any such Claim.

(d) Notwithstanding the foregoing in this Section 11.3, the Indemnitee shall have the right to employ separate counsel in any such Claim and to participate in the defense thereof, but the fees and expenses of such counsel shall be its fees and expenses unless (i) the Indemnitor has agreed to pay such fees and expenses, (ii) the Indemnitor has failed to assume the defense of such Claim or (iii) the named parties to any such Claim (including any impleaded parties) include both the Indemnitor and the Indemnitee and the Indemnitee has been advised by counsel that there may be one or more legal defenses available to it which are different from or additional to those available to the Indemnitor (in which case, if the Indemnitee informs the Indemnitor in writing that it elects to employ separate counsel at the expense of the Indemnitor, the Indemnitor shall not have the right to assume the defense of such Claim or proceeding on behalf of the Indemnitee, it being understood, however, that the Indemnitor shall not, in connection with any one such Claim or separate but substantially similar or related Claims in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys at any time for the Indemnitee, which firm shall be designated in writing by the Indemnitee).

11.4 Notice and Right to Remediate. Notwithstanding anything in this Agreement to the contrary, Sublessors shall have no obligation to indemnify TowerCo with respect to Indemnifiable Damages arising under Environmental Laws or out of any Environmental Condition, including damages or other Liabilities due to any necessary investigation, remediation or cleanup of Hazardous Substances at the Real Property, unless TowerCo first gives Sublessors an option to conduct any

necessary response or perform any required work and Sublessors refuse to do so. Such an option should be given to Sublessors with the written notice required by Section 11.3, but in any case, shall be given in writing prior to any expenditure or commitment by TowerCo or any of its Affiliates or agents of or for what TowerCo considers to be Indemnifiable Damages. Sublessors shall respond to the option in writing within thirty (30) calendar days of receipt of TowerCo's notice of the option or such shorter period as is required to enable TowerCo to comply with all Environmental Laws or Governmental Permits or to meet the requirements of the appropriate Governmental Authority. If Sublessors exercise their option, Sublessors shall perform all work in a workmanlike manner in material compliance with all applicable Environmental and other Laws and Governmental Permits to the satisfaction of the appropriate Governmental Authority. In addition, Sublessors will afford TowerCo a reasonable opportunity to comment (at TowerCo's sole expense) in advance of Sublessors' proposed responses or submissions to Governmental Authorities or third parties relating to activities on the Real Property, including reports and workplans, provided that such comment period does not materially delay or interfere with Sublessors' obligations to any third party. Sublessors shall consider TowerCo's comments in good faith, but are under no obligation to accept or incorporate TowerCo's comments. Except to the extent required by applicable Law, TowerCo and its representatives and agents will not initiate any communication or make comments or submissions to any Governmental Authority or third parties with respect to environmental conditions as to which Sublessors have exercised their option. Any conflicts between Section 11.3 and this Section 11.4 shall be resolved in favor of this Section 11.4.

11.5 Mitigation. Nothing herein contained shall affect a party's legal duty to mitigate damages.

11.6 Exclusive Remedy. Notwithstanding anything to the contrary herein, except as provided in Sections 12.3 and 13.18, this Article 11 shall be the sole and exclusive basis of any remedy that each party may have against the other party for an inaccuracy or breach of a representation, warranty or covenant in this Agreement and each party hereby waives any claim (other than under this Article 11) that it may have against the other party with respect to the inaccuracy or breach of any such representation, warranty or covenant. Notwithstanding anything to the contrary in the other Transaction Documents, this Article 11 shall be the sole and exclusive basis of any remedy that TowerCo, Sub and the Indemnified TowerCo Parties may have against Sublessors with respect to any Excluded Claim (as defined in the Sublease).

11.7 Effect of Investigation or Knowledge. Except as otherwise provided herein, all covenants, agreements, representations and warranties made herein or in any agreement,

instrument or certificate delivered pursuant to this Agreement shall not be deemed to be waived or otherwise affected by any investigation at any time made by or on behalf of any party hereto. No claim for a breach of representation or warranty shall be made by TowerCo under Section 11.1(a) or any Indemnified Sublessor Party under Section 11.2(a), if (i) such claim is based on an Event occurring prior to the Closing (whether or not also occurring prior to the date of this Agreement), (ii) either (a) such Event was disclosed by Sublessors or TowerCo, as the case may be, prior to the Closing in a writing which describes such Event in reasonable detail or (b) TowerCo or AirTouch, as the case may be, had actual knowledge of such Event or such misrepresentation or breach of warranty prior to the Closing, and (iii) the Closing occurs.

11.8 Limitation of Liability. Notwithstanding anything to the contrary herein, in no event shall any Indemnified Sublessor Party on the one hand, or TowerCo on the other hand, be liable to the other party hereto for any special, incidental, punitive or consequential damages incurred by such party and caused by or arising out of any breach of any representation, warranty, covenant or agreement contained in this Agreement (including claims of lost profits, lost revenue or loss of use of facilities or assets), regardless of whether such party has been informed of the possibility of such damages.

ARTICLE 12

Termination

12.1 Termination Events. This Agreement may be terminated and the transactions contemplated hereby may be abandoned:

(a) at any time, by the mutual agreement of TowerCo and AirTouch; or

(b) by either TowerCo or AirTouch, upon written notice to the other, if all of the conditions to TowerCo's or Sublessors' obligations (as the case may be) to consummate the Initial Closing set forth in Sections 8.1 and 9.1, respectively, shall not have been satisfied or waived on or before the Initial Closing Expiration Date 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 set forth in Section 9.1(a) or 9.1(b), or in Section 8.1(a) or 8.1(b), as the case may be, would not be satisfied; or

(c) by AirTouch at any time prior to any Closing if (i) it has not breached or defaulted under any of its representations, warranties, covenants or other obligations hereunder such that the conditions as to such Closing set forth either in Section 8.1(a) or Section 8.1(b) would not be satisfied, and (ii) TowerCo or Sub shall have breached or defaulted under any of its respective representations, warranties, covenants or other obligations under this Agreement, such that the conditions as to such Closing set forth either in Section 9.1(a) or Section 9.1(b) would not be satisfied, and such breach or default is either incapable of cure or, if capable of cure, shall not have been cured within thirty (30) calendar days (or such longer period not exceeding 60 calendar days so long as TowerCo is proceeding diligently and in good faith to cure) after written notice thereof; or

(d) by TowerCo at any time prior to any Closing if (i) it has not breached or defaulted under any of its representations, warranties, covenants or other obligations hereunder such that the conditions as to such Closing set forth either in Section 9.1(a) or Section 9.1(b) would not be satisfied, and (ii) Sublessors shall have breached or defaulted under any of their representations, warranties, covenants or other obligations under this Agreement, such that the conditions as to such Closing set forth in either Section 8.1(a) or Section 8.1(b) would not be satisfied, and such breach or default is either incapable of cure or, if capable of cure, shall not have been cured within thirty (30) calendar days (or such longer period not exceeding 60 calendar days so long as Sublessors are proceeding diligently and in good faith to cure) after written notice thereof; or

(e) by either TowerCo or AirTouch, in the event that all Closings have not occurred on or before the date six months following the Initial Closing 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 Closing obligations set forth in Section 9.1(a) or 9.1(b), or in Section 8.1(a) or 8.1(b), as the case may be, would not be satisfied.

12.2 Manner of Exercise. In the event of the termination of this Agreement by either TowerCo or AirTouch pursuant to this Article 12, notice thereof shall forthwith be given to the other party and this Agreement shall terminate and the transactions contemplated hereunder shall be abandoned without further action by TowerCo or any Sublessor.

12.3 Effect of Termination. In the event of the termination of this Agreement pursuant to this Article 12 and prior to the Closing, all obligations of the parties hereunder shall terminate, except for the respective obligations of the parties under Section 6.1(f) (Publicity), Section 6.2(d)

(Publicity), Section 6.4 (Confidentiality), Section 13.1 (Covenant Not to Sue), Section 13.14 (Expenses), Section 13.16 (Dispute Resolution) and Section 13.17 (Power of Attorney) and TowerCo's guaranty of such obligations of Sub pursuant to Section 13.19; provided, however, that, except as otherwise expressly
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provided in this Section 12.3, no termination of this Agreement shall (a) relieve a defaulting or breaching party from any liability to the other party or parties hereto for or in respect of such default or (b) result in the rescission of any Closing theretofore consummated hereunder or affect or terminate the rights, remedies and obligations of the parties with respect to such previously consummated Closing. If this Agreement is terminated by AirTouch in accordance with Section 12.1(c) (or Section 12.1(b) or (subject to the proviso set forth below) Section 12.1(e), if any of the conditions set forth in Section 9.1(a) or 9.1(b) has not been fulfilled but all other conditions to closing shall be fulfilled or capable of being fulfilled) or by TowerCo other than in accordance with Section 12.1, Sublessors shall be entitled to retain the Deposit (as, and it shall be and is intended to constitute, liquidated damages for other than willful breaches of this Agreement).

ARTICLE 13

General

13.1 Covenant Not To Sue and Nonrecourse to Partners.

(a) TowerCo agrees that notwithstanding any other provision in this Agreement, any agreement, instrument, certificate or document entered into pursuant to or in connection with this Agreement or the transactions contemplated herein or therein and any rule of law or equity to the contrary, to the fullest extent permitted by law, Sublessors' obligations and liabilities under this Agreement and all other Transaction Documents and in connection with the transactions contemplated herein and therein shall be nonrecourse to all direct and indirect general and limited partners of any Sublessor that is a partnership.

(b) "Nonrecourse" means that the obligations and liabilities are limited in recourse solely to the assets of Sublessors (for those purposes, any capital contribution obligations of the general and limited partners of Sublessors or any negative capital account balances of such partners shall not be deemed to be assets of Sublessors) and are not guaranteed directly or indirectly by, or the primary obligations of, any general or limited partner of any Sublessor, and neither any Sublessor nor any general or limited partner or any officer, director, partner, employee or agent of any Sublessor or any general or limited partner of any successor partnership, either directly or indirectly, shall be

personally liable in any respect (except to the extent of their respective interests in the assets of any Sublessor) for any obligation or liability of any Sublessor under any Transaction Document or any transaction contemplated therein.

(c) "Direct" partners include all general and limited partners of any Sublessor that is a partnership, and "indirect" partners include all general and limited partners of each direct partner and all general and limited partners of each such indirect partner and all such further indirect partners and members thereof and each such indirect partner.

(d) TowerCo hereby covenants for itself, its successors and assigns that it, its successors and assigns will not make, bring, claim, commence, prosecute, maintain, cause or permit any action to be brought, commenced, prosecuted, maintained, either at law or equity, in any court of the United States or any state thereof or in any arbitration forum against any direct or indirect member or general or limited partner of Sublessors or any officer, director, partner, employee or agent of Sublessors or any direct or indirect member or general or limited partner of Sublessors for (i) the payment of any amount or the performance of any obligation under any Transaction Document or (ii) the satisfaction of any liability arising in connection with any such payment or obligation or otherwise, including without limitation, liability arising in law for tort (including, without limitation, for active and passive negligence, negligent misrepresentation and fraud), equity (including, without limitation, for indemnification and contribution) and contract (including, without limitation, monetary damages for the breach of representation or warranty or performance of any of the covenants or obligations contained in any Transaction Document or with the transactions contemplated herein or therein).

13.2 Assignment. Neither TowerCo, Sub nor any Sublessor 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; provided, however, that (a) TowerCo may assign all of its rights and obligations hereunder (other than its obligation to issue the Warrant as part of the Exclusive Commitment Fee and its obligations under Section 13.19) to Sub without the consent of any Sublessor so long as (i) TowerCo fully, irrevocably and unconditionally guarantees all such obligations pursuant to a guarantee agreement providing as set forth in Section 13.19 hereof and (ii) such subsidiary becomes a party hereto and bound by the provisions hereof; (b) TowerCo may, upon prior written notice to AirTouch, collaterally assign, mortgage, pledge, hypothecate or otherwise collaterally transfer TowerCo's interest in this Agreement to any Permitted Subleasehold Mortgagee (as defined in the Sublease), and any such Permitted Subleasehold Mortgagee shall have the right to exercise remedies under any such mortgage, pledge, hypothecation or other collateral transfer in

a manner consistent with the provisions of this and every other agreement between TowerCo and AirTouch made in connection with this transaction; and (c) any Sublessor may assign its rights and obligations hereunder, in whole or in part, to any Affiliate of such Sublessor without the consent of TowerCo. Upon the assignment by any Sublessor of all of its rights and obligations hereunder in accordance with clause (c) of the preceding proviso, the assigning Sublessor will automatically be released from its obligations hereunder without any requirement of notice or further action. A transfer by merger or consolidation by AirTouch or any other Sublessor (whether or not AirTouch or any other Sublessor is the surviving entity) or any direct or indirect parent corporation of AirTouch or any other Sublessor shall not be deemed to be an assignment for purposes of this Section. All references herein to any party shall be deemed to include any successor (including a corporate successor) to such party.

13.3 Parties in Interest. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and permitted assigns of the parties hereto; whether herein so expressed or not. Except as provided in Sections 11.1, 11.2, 13.1, and, as to Permitted Subleasehold Mortgagees, 13.2 to the extent provided in such Section, no person other than TowerCo, Sub and Sublessors may rely upon any provision of this Agreement or any agreement, instrument, certificate or document executed pursuant to this Agreement.

13.4 Time of Essence. Time is of the essence in each and every provision in this Agreement.

13.5 Severability. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of any provision of this Agreement in any other jurisdiction.

13.6 Amendment. Except as otherwise provided herein, this Agreement may be amended, modified or supplemented only by a writing duly executed by all parties hereto.

13.7 Force Majeure. Should any circumstance beyond the reasonable control of any party occur which delays or renders impossible the performance of its obligations (other than monetary obligations) under this Agreement on the date herein provided for (such circumstance being referred to as an event of "force majeure"), such obligation shall be postponed for such time as such performance necessarily has had to be suspended or delayed on account thereof, but in no event shall the foregoing be deemed to limit a party's right to terminate this Agreement under Section 12.1(e). In either such event,

all parties shall promptly meet to determine an equitable solution to the effects of such event, provided that any party that fails because of force majeure to perform its obligations hereunder will upon the cessation of the force majeure take all reasonable steps within its power to resume with the least possible delay compliance with its obligations. Events of force majeure shall include, without limitation, war, revolution, invasion, insurrection, riots, mob violence, sabotage or other civil disorders, acts of God, strikes or other labor disputes and any other circumstances beyond the reasonable control of the party whose obligations are affected thereby.

13.8 Terms. Defined terms used herein are equally applicable to the singular and plural forms as appropriate. Unless otherwise expressly stated herein, references to Articles and Sections are to articles and sections of this Agreement and references to parties, Exhibits and Schedules are to the parties, and the exhibits and schedules attached, to this Agreement. References to the "transactions contemplated hereby" refer to the consummation of the Closings hereunder and the execution and delivery of the Transaction Documents as provided for herein, and shall not be deemed to refer to any contemplated or potential operation, occupancy, use, leasing, management or servicing of any of the Assets and related Liabilities (as provided in the Sublease), or the exercise of control over the Assets, by TowerCo or its Affiliates.

13.9 Headings. The headings preceding the text of Sections of this Agreement are for convenience only and shall not be deemed a part hereof.

13.10 Entire Understanding; Schedules. The terms set forth in this Agreement including its Schedules and Exhibits, together with the nondisclosure letter agreement referenced in Section 6.4 hereof, are intended by the parties as a final, complete and exclusive expression of the terms of their agreement and may not be contradicted, explained or supplemented by evidence of any prior agreement, any contemporaneous oral agreement or any consistent additional terms. The Schedules and Exhibits attached to this Agreement are made a part of this Agreement. All documents or information disclosed in the Schedules are intended to be disclosed for all purposes under this Agreement and will also be deemed to be incorporated by reference in each Schedule to which they may be relevant without further disclosure.

13.11 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.12 Governing Law. This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by the laws of the State of Delaware.

13.13 Notices. Any notice or demand desired or required to be given hereunder shall be in writing and shall be personally delivered, sent by telecopier, sent by overnight courier or sent by postage-prepaid certified or registered mail, return receipt requested, and addressed as set forth below or to such other address as either party shall have previously designated by such a notice. Any notice so delivered personally or by telecopy shall be deemed to be received on the date of delivery or transmission by telecopier; any notice so sent by overnight courier shall be deemed to be received one (1) Business Day after the date sent; and any notice so mailed shall be deemed to be received on the date stamped on the receipt (rejection or other refusal to accept or inability to deliver because of a change of address of which no notice was given shall be deemed to be receipt of the notice).

If to Sublessors:

c/o AirTouch Communications, Inc.
One California Street
San Francisco, CA 94111
Attention: General Counsel
Telephone: (415) 658-2000
Telecopier: (415) 658-2287

Copy to:

Pillsbury Madison & Sutro LLP
50 Fremont Street
San Francisco, CA 94105
Attention: Nathaniel M. Cartmell III, Esq.
Telephone: (415) 983-1570
Telecopier: (415) 983-1200

If to TowerCo, Sub or ATLP:

c/o American Tower Corporation
116 Huntington Avenue
Boston, MA 02116
Attention: Joseph L. Winn, Chief Financial Officer
Telephone: (617) 375-7500
Telecopier: (617) 375-7550

Copy to: Sullivan & Worcester, LLP
One Post Office Square
Boston, MA 02109
Attention: Norman A. Bikales, Esq.
Telephone: (617) 338-2854
Telecopier: (617) 338-2880

13.14 Expenses. Except as set forth in Sections 6.2 and 6.3, Sublessors, TowerCo, Sub and ATLP shall each bear its own costs and expenses incurred in connection with the negotiation, preparation or execution of this Agreement (including, but not

limited to, fees and expenses of attorneys, accountants, brokers, consultants, finders and investment bankers), whether or not any Closing occurs. In the event, however, that one of the parties hereto breaches this Agreement and fails to consummate the transaction contemplated hereby, then, without limiting in any way any other liability which such breaching party may have, such breaching party shall be responsible for all costs and expenses incurred by the non-breaching party in connection herewith.

13.15 Attorneys' Fees. Except as provided in Section 13.16 with respect to the arbitration proceedings referenced therein, in any action between any or all Sublessors and any or all of TowerCo, Sub and ATLP to enforce any of the provisions of this Agreement or any right of any party under this Agreement, regardless of whether the action or proceeding is prosecuted to judgment and in addition to any other remedy, the unsuccessful party shall pay to the prevailing party all costs and expenses, including reasonable attorneys' fees and legal costs, incurred in the action by the prevailing party.

13.16 Dispute Resolution. If a dispute arises between the parties relating to the interpretation, performance or breach of this Agreement, the parties agree that upon written demand of either TowerCo or AirTouch, they will hold a meeting within two weeks of such demand, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, ten (10) days after the date set for such a meeting, the parties have not succeeded in negotiating a resolution of the dispute, either TowerCo (on behalf of itself and ATLP and Sub) or AirTouch (on behalf of the Sublessors) may request that such dispute be resolved through non-binding arbitration. Such arbitration (the "Arbitration") will be conducted in San Francisco, California, in accordance with commercial arbitration rules of the American Arbitration Association ("AAA") in effect on the date of this Agreement, to the extent they do not conflict with the terms of this Agreement. Absent any contrary agreement between the parties, there shall be no review by any court of the final decision by the arbitrators or of the law applied or the legal reasoning used in the arbitration process except upon a trial de novo in a court of competent jurisdiction. With the exception of actions for injunctive relief or which must be filed to preserve a party's rights, the parties agree to submit any such dispute to non-binding arbitration before either party may commence any action in any court of law concerning such dispute. The parties agree to cooperate in dismissing, without prejudice, any legal action filed before the conclusion of such arbitration, except an action brought in whole or in part to compel such arbitration or an action seeking injunctive relief, or which cannot be dismissed without prejudice to a party's rights. The parties shall cooperate with each other in causing the Arbitration to be held in as efficient and expeditious a

manner as practicable. The parties have selected arbitration in order to expedite the resolution of disputes and to reduce the costs and burdens associated with litigation. The parties agree that the arbitrators should take these concerns into account when determining the scope of permissible discovery and other hearing and pre-hearing procedures. Without limiting any other remedies which may be available under applicable laws, the arbitrators shall have no authority to award punitive damages. The arbitrators shall render their decision within ninety (90) calendar days after the latest of the arbitrators' acceptance of their respective appointments to serve as arbitrators, unless the parties otherwise agree in writing or the arbitrators decide that a party to the Arbitration has shown good cause for a longer period prior to the rendering of the decision.

Notice: By initialing in the space below you are agreeing to have any dispute arising out of the matters included in the 'dispute resolution' provision decided by neutral arbitration and you are giving up any rights you might possess to have the dispute litigated in a court of jury trial. By initialing in the space below you are giving up your judicial rights to discovery and appeal unless such rights are specifically included in the 'dispute resolution' provision. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under the authority of applicable Law. Your agreement to this arbitration provision is voluntary.

We have read and understand the foregoing and agree to submit disputes arising out of the matters included in the 'dispute resolution' provision to neutral arbitration.

TowerCo's Initials _____ AirTouch's Initials _____

(a) Unless TowerCo and AirTouch agree in writing upon the number and identity of the arbitrators within five (5) business days after the initiation of Arbitration, the following procedures shall govern the selection of the arbitrators:

(i) Each of TowerCo and AirTouch shall (by a written notice to the other party delivered within ten (10) business days after the initiation of Arbitration) select a single arbitrator, who shall be selected from a list of potential arbitrators from the National Panel of Commercial Arbitrators supplied to the parties. If one party fails to deliver such notice of selection within the foregoing ten-business-day period, then such party shall have no right to select an arbitrator and the other party shall select a second arbitrator from such list by written notice to the first party.

(ii) The two arbitrators selected pursuant to the foregoing clause (i) shall mutually agree within ten (10) calendar days upon a third arbitrator, who shall have no substantial relationship to any party. If the two arbitrators do not so select such third arbitrator within the foregoing 10-day period, the third arbitrator will be selected by the AAA.

(b) All proceedings and decisions of the arbitrators shall be maintained in confidence, to the extent legally permissible, and shall not be made public by any party or any arbitrator without the prior written consent of all parties to the Arbitration, except as may be required by law.

(c) Each party to the Arbitration shall bear its own costs and attorneys' fees in connection with any Arbitration, and TowerCo and AirTouch (on behalf of the Sublessors) shall equally bear the fees, costs and expenses of the arbitrators and the Arbitration proceedings; provided, however, that the arbitrators may exercise discretion to award costs, but not attorneys' fees, to the prevailing party.

(d) Each party consents to the jurisdiction over it of the courts of the State of California in the City and County of San Francisco and of the United States Courts in the Northern District of California, and agrees that personal service of all process may be made by registered or certified mail pursuant to the provisions of Section 13.13.

13.17 Power of Attorney. Each and every Sublessor other than AirTouch hereby irrevocably constitutes and appoints AirTouch 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, to exercise on behalf of Sublessors any options or elections granted to Sublessors hereunder, to take all actions and execute all documents necessary or desirable to effect the terms hereof 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 out of or pertaining to this Agreement. AirTouch hereby accepts the foregoing appointment. Nothing herein shall be deemed to make AirTouch liable to any Sublessor because of service in the foregoing capacity as agent and attorney-in-fact. In performing any of its duties under this Section, AirTouch shall not incur any Liability whatsoever to any Sublessor 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 Sublessors, 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.

13.18 Specific Performance; Other Rights and Remedies. Each party recognizes and agrees that in the event the other party should refuse to perform any of its obligations under this Agreement, the remedy at Law would be inadequate and agrees that for breach of such provisions, each party shall, in addition to such other remedies as may be available to it as provided in Article 11, 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.

13.19 TowerCo Guaranty. TowerCo hereby unconditionally guarantees the payment and performance when due of all obligations of Sub now or hereafter existing under this Agreement, including without limitation Article 11 (the "Sub Obligations") subject to all defenses available to Sub except as provided below. The liability of TowerCo under this Section 13.19 shall extend to all Sub obligations which would be owed by Sub but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Sub. The obligations of TowerCo under this Section 13.19 are independent of Sub's obligations under this Agreement, and a separate action or actions may be brought and prosecuted against TowerCo to enforce its obligations under this Section 13.19, irrespective of whether any action is brought against Sub or whether Sub is joined in such action. This guarantee shall continue to be effective or be reinstated, as the case may be, if at any time any payment or performance of Sub Obligations is rescinded or must otherwise be returned by a recipient upon the insolvency, bankruptcy or reorganization of Sub or for any other reason, all as though such payment or performance had not been made. TowerCo unconditionally waives (a) all notices which may be required by statute, rule of law or otherwise, now or hereafter in effect, to preserve intact any rights of AirTouch and any other Sublessor against TowerCo, including, without limitation, any demand, presentment and protest, proof of notice of nonpayment or nonperformance under agreement, and notice of default or any failure on the part of Sub to perform and comply with any covenant, agreement, term or condition of any agreement executed or to be executed by it, (b) any right to the enforcement, assertion or exercise by AirTouch or any other Sublessor of any right, power, privilege or remedy conferred herein or in any agreement or otherwise, (c) any requirement of promptness or diligence on the part of AirTouch or any other Sublessor hereunder, (d) any requirement on the part of AirTouch or any other Sublessor to mitigate the damages resulting from any Default hereunder or under any other agreement, (e) any other circumstance whatsoever which might

otherwise constitute a legal or equitable discharge, release or defense of a guarantor or surety, or which might otherwise limit recourse against TowerCo, or (f) any right to require AirTouch or any other Sublessor to proceed against any security or to enforce any right. The obligations of TowerCo set forth herein constitute the full recourse obligations of TowerCo enforceable against it to the fullest extent of all of its assets and properties, notwithstanding any provision in any other agreements limiting the liability of TowerCo, Sub or any Sub Affiliate or any other Person. TowerCo will not assert any right to which it may become entitled, including in any bankruptcy, insolvency or similar proceeding relating to Sub or a Sub Affiliate, whether by subrogation, contribution or otherwise, against Sub or such Sub Affiliate or any of its properties, by reason of the performance by TowerCo of its obligations under this Section, until such time as all of the obligations of Sub or Sub Affiliate to AirTouch or any other applicable Sublessor shall be duly and fully performed.

IN WITNESS WHEREOF, the parties hereto have entered into and duly executed this Agreement as of the date and year first above written.

"WHOLLY OWNED ENTITIES":

AIRTOUCH COMMUNICATIONS, INC.

By: /s/ CHRISTOPHER C. BETTS

Print Name: Christopher C. Betts

Title: Director, Corporate Development

AIRTOUCH CELLULAR, a California corporation

By: /s/ CHRISTOPHER C. BETTS

Print Name: Christopher C. Betts

Title: Director, Corporate Development

AIRTOUCH CELLULAR OF GEORGIA

By: /s/ CHRISTOPHER C. BETTS

Print Name: Christopher C. Betts

Title: Director, Corporate Development

NEW PAR

By: Airtouch Cellular, Inc.
A general partner

By: /s/ CHRISTOPHER C. BETTS

Print Name: Christopher C. Betts

Title: Director, Corporate Development

COCONINO, ARIZONA RSA LIMITED PARTNERSHIP

By: AirTouch Communications, Inc.
A general partner

By: /s/ CHRISTOPHER C. BETTS

Print Name: Christopher C. Betts

Title: Director, Corporate Development

BOISE CITY MSA LIMITED PARTNERSHIP

By: AirTouch Communications, Inc.
A general partner

By: /s/ CHRISTOPHER C. BETTS

Print Name: Christopher C. Betts

Title: Director, Corporate Development

COLORADO RSA NO. 3 LIMITED PARTNERSHIP

By: AirTouch Communications, Inc.
A general partner

By: /s/ CHRISTOPHER C. BETTS

Print Name: Christopher C. Betts

Title: Director, Corporate Development

YUMA, ARIZONA RSA LIMITED PARTNERSHIP

By: AirTouch Communications, Inc.
A general partner

By: /s/ CHRISTOPHER C. BETTS

Print Name: Christopher C. Betts

Title: Director, Corporate Development

SPOKANE MSA LIMITED PARTNERSHIP

By: AirTouch Communications, Inc.
A general partner

By: /s/ CHRISTOPHER C. BETTS

Print Name: Christopher C. Betts

Title: Director, Corporate Development

OLYMPIA CELLULAR LIMITED PARTNERSHIP

By: AirTouch Communications, Inc.
A general partner

By: /s/ CHRISTOPHER C. BETTS

Print Name: Christopher C. Betts

Title: Director, Corporate Development

TowerCo:

AMERICAN TOWER CORPORATION

By: /s/ STEVEN B. DODGE

Print Name: Steven B. Dodge

Title: Chief Executive Officer

ATLP:

AMERICAN TOWER, L.P.

By: AMERICAN TOWER CORPORATION
Its General Partner

By: /s/ STEVEN B. DODGE

Print Name: Steven B. Dodge

Title: Chief Executive Officer

EXHIBIT 10.2.

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STOCK PURCHASE AGREEMENT

BETWEEN

ATC TELEPORTS, INC.

AND

ICG HOLDINGS, INC.

AND

ICG SATELLITE SERVICES, INC.

DATED AS OF AUGUST 11, 1999

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The following Schedules have been omitted and will be supplementally filed with the commission upon request.

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STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "Agreement") is entered into as of August 11, 1999 between ATC Teleports, Inc., a Delaware corporation ("Buyer"), and ICG Holdings, Inc., a Colorado corporation ("Seller"), and ICG Satellite Services, Inc., a Colorado corporation (the "Company").

RECITALS

WHEREAS, Seller owns all of the issued and outstanding shares of the Company.

WHEREAS, Seller desires to sell and Buyer desires to purchase all of the issued and outstanding shares of the Company as provided in this Agreement.

AGREEMENT

The parties agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.1 For purposes of this Agreement:

Adverse Consequences means all losses, damages, costs, expenses, fees (including, without limitation, reasonable attorney's fees) and Liabilities, but will not include any losses or damages arising from or attributable to consequential, special, speculative or punitive damages or damages resulting from lost profits.

Affiliate means, with respect to any Person, any Person Controlling, Controlled by or under common Control with such Person.

Affiliated Group means any affiliated group of the Company or MTN within the meaning of Code Section 1504(a) or any similar group defined under a similar provision of state, local or foreign law.

Agreement has the meaning set forth in the preamble to this agreement.

Assets means all tangible and intangible assets that are owned and/or used by the Company and/or MTN.

Balance Sheet has the meaning set forth in Section 3.6.

Balance Sheet Date has the meaning set forth in Section 3.6.

Basket Amount has the meaning set forth in Section 8.6(a).

Business Day means any day on which commercial banks are open for business
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in Denver, Colorado.

Buyer has the meaning set forth in the preamble to this Agreement.

Ceiling Amount has the meaning set forth in Section 8.6(b).

Closing and Closing Date have the meanings set forth in Section 2.4.

Code means the Internal Revenue Code of 1986, as amended.

Company has the meaning set forth in Recital A.

Confidential Information means, with respect to any Person, any information
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concerning such Person or its business, products, financial condition, prospects and affairs that is not already generally available to the public. The term Confidential Information shall include the terms and existence of this Agreement and the transactions contemplated by this Agreement.

Contracts has the meaning set forth in Section 3.10(a).

Control, Controlled and Controlling mean, as the context requires in the
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determination of whether a Person is an Affiliate of another Person, the power to direct the management or policies of any Person, through the power to vote shares or other equity interests, by contract or otherwise.

Employee Benefit Plans means all plans, arrangements, agreements, programs
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and policies to which the Company or MTN is a party or bound by or under which the Company or MTN has any Liability, relating to:

(a) retirement savings or pensions, including any defined benefit pension plan, defined contribution pension plan, group registered retirement savings plan, or supplemental pension or retirement plan; or

(b) any bonus, profit sharing, share option, employee share, stock purchase, restricted stock, incentive, deferred compensation, incentive compensation, hospitalization, health, dental, disability, unemployment insurance, vacation pay, severance or termination pay, retiree medical or life insurance or other benefit plan with respect to any of its employees or former employees, non-employee directors, consultants or advisors, individuals working on contract with it or other individuals providing services to it of a kind normally provided by employees, and all statutory plans with respect to which the Company or MTN is required to comply pursuant to applicable social security, workers' compensation and unemployment insurance legislation.

Encumbrance means any mortgage, pledge, conditional sale agreement, charge, claim, interest of another Person, lien, security interest, title defect, right of first refusal, right of first offer, or other encumbrance.

Environment means the environment or natural environment as defined in any Environmental Law, including air, surface, water, ground water, land surface, soil and subsurface strata.

Environmental Approvals means all permits, certificates, licenses, authorizations, consents, instructions, registrations, directions or approvals issued or required by Governmental Authorities pursuant to any Environmental Laws with respect to the operations of the Company or MTN.

Environmental Laws means all Legal Requirements relating in full or in part to the protection of the Environment, including those Environmental Laws relating to the storage, generation, use, handling, manufacture, processing, labeling, advertising, sale, display, transportation, treatment, release and disposal of Hazardous Substances.

Escrow Agreement has the meaning set forth in Section 2.3.

Escrow Deposit has the meaning set forth in Section 2.3.

FCC means the United States Federal Communications Commission.

FCC Applications has the meaning set forth in Section 5.6 hereof.

FCC Consent means the FCC consent in writing to the FCC Applications.

FCC Licenses means all licenses and other authorizations, including all Special Temporary Authorizations, whether or not associated with a particular license or application, granted to Seller, the Company or MTN by the FCC in connection with the operation of the business of the Company or MTN and listed on SCHEDULE 3.11(C) and any such licenses and other authorizations granted to Seller, the Company, or MTN before the Closing Date, together with all rights in any applications or requests for further licenses or other authorizations from the FCC useful or intended for use in the business of the Company or MTN.

Final Order means the FCC Consent, which has not been reversed, stayed, enjoined or set aside, and with respect to which no timely request for stay, reconsideration, review, rehearing, or a notice of appeal is pending, and as to which the time for filing any such timely request or notice and for the FCC to review the action of its staff on its own motion has expired.

Financial Statements has the meaning set forth in Section 3.6.

GAAP means generally accepted accounting principles as in effect from time to time in the United States.

Governmental Authority means any government, regulatory authority, governmental department, agency, commission, board, tribunal, or court or other regulation-making entity having jurisdiction on behalf of any nation, or state or other subdivision thereof.

Hazardous Substance has the meaning set forth in Section 3.15.

HSR Act means the Hart-Scott Rodino Antitrust Improvements Act of 1976, as amended.

Indemnified Party has the meaning set forth in Section 8.3(a).

Indemnifying Party has the meaning set forth in Section 8.3(a).

Intellectual Property means all intellectual property owned or licensed by the Company or MTN, including, without limitation, all patents, copyrights, trademarks, trade secrets, computer programs, software and other intangible intellectual property.

Intercompany Indebtedness means all amounts, including accrued and unpaid interest on such amounts, owed by the Company or MTN to Seller or its Affiliates (other than the Company or MTN).

Knowledge means the actual Knowledge of a party, its officers and directors and the Knowledge of such facts or other matters that such Persons would have in the exercise of their duties after reasonable inquiry. For the purposes of this Agreement, the Knowledge of Seller shall be deemed to include the Knowledge of the Company and/or MTN.

Legal Requirement means any constitution, treaty, statute, ordinance, code, or other law (including common law), by-law, rule, regulation, Order, ordinance, protocol, code, notice, standard, procedure or other requirement enacted, adopted, applied or issued by any Governmental Authority, including, without limitation, judicial decisions applying or interpreting any such Legal Requirement.

Liability means any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due).

Maritime Telecommunications Network, Inc. and MTN have the meaning set forth in Section 3.4.

Material means, unless specifically provided otherwise herein, material with respect to the Company's or MTN's financial condition, business, operations, income and properties, taken as a whole.

Material Adverse Change means, with respect to the Company or MTN, or to Buyer, as the case may be, any event, fact, circumstance or condition that individually or in the aggregate has resulted in or will result in a material adverse change to the business, physically or financially, of the Company or MTN or Buyer.

MTN Minority Shares has the meaning set forth in Section 5.7.

MTN Minority Stockholders has the meaning set forth in Section 5.7.

Orders means all judgments, injunctions, orders, rulings, decrees, directives, notices of violation or other requirements of any court, Governmental Authority or arbitrator having jurisdiction in the matter, including a bankruptcy court or trustee.

Ordinary Course of Business means, with respect to the Company, the ordinary course of business consistent with past practices of the Company which were in effect as of the date hereof or during 1998.

Pending Applications means those Earth Station applications listed on SCHEDULE 3.11(C) as pending before the FCC.
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Permits means all governmental permits, licenses, consents, franchises, authorizations, approvals, privileges, waivers, exemptions, variances, exclusionary or inclusionary Orders and other concessions, including, without limitation, those relating to environmental, public health, welfare or safety matters.

Permitted Encumbrances has the meaning set forth in Section 3.9(b).

Permitted Liabilities means, with respect to the Company, (a) the Intercompany Indebtedness, (b) all Liabilities reflected on the Balance Sheet dated December 31, 1998 and (c) Liabilities of the Company incurred in the Ordinary Course of Business since December 31, 1998.

Person means an individual, and a partnership, corporation, association, joint stock company, trust, joint venture, limited liability company, unincorporated organization, Governmental Authority or other entity.

Pre-Closing Audit has the meaning set forth in Section 5.9.

Purchase Price means the sum of One Hundred Million Dollars ($100,000,000), which will be payable by Buyer in cash to Seller at the Closing in accordance with Section 2.2.

Schedules means the Schedules attached to this Agreement.

Securities Act means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

Seller has the meaning set forth in the preamble to this Agreement.

Shares means all the issued and outstanding shares of capital stock of the
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Company.

Survival Period means, with respect to a representation or warranty, the
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applicable period after the Closing Date during which such representation or warranty survives pursuant to Section 8.5.

Tax or Taxes means all taxes, duties, charges, surcharges, fees, levies,
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assessments or other taxes of any kind whatsoever imposed by any Governmental Authority levied on, or measured by, or referred to as income, gross receipts, profits, capital, transfer, sales, use, excise, withholding, business, franchise, property, payroll, employment, or social security taxes, and all surtaxes, customs duties and import and export taxes. Taxes shall be deemed to include all interest, penalties, fines, additions to tax and similar charges imposed in respect of the foregoing.

Tax Return means any return, assessment, declaration, report, election,
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notice, claim for refund or information return or statement relating to Taxes, including any schedule or attachment to any of them, and including any amendment of any of them.

Third Party Claim has the meaning set forth in Section 8.3(a).

ARTICLE II
PURCHASE AND SALE

SECTION 2.1 Basic Transaction. Subject to the terms and conditions set
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forth in this Agreement, Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Shares, free and clear of any Encumbrance in exchange for the Purchase Price. Buyer will have no right or obligation under this Agreement to purchase fewer than all of the Shares.

SECTION 2.2 Payment. At the Closing, Buyer will pay to Seller the
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Purchase Price in cash by wire transfer in immediately available funds to an account or accounts designated in writing by Seller.

SECTION 2.3 Escrow. As of the date hereof, the Buyer is depositing in
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escrow the amount of Five Million and no/100 Dollars ($5,000,000) (the "Escrow Deposit"), which amount shall be held and disbursed pursuant to the Escrow Agreement in the form set forth in SCHEDULE 2.3.

SECTION 2.4 Closing; Closing Date. The closing of the transactions
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contemplated by this Agreement (the "Closing") will take place two Business Days after the satisfaction or waiver of the conditions to closing set forth in Sections 7.1 and 7.2, or such other date as mutually agreed in writing by Buyer and Seller, at the offices of the Seller in Denver, Colorado, and all transactions contemplated by this Agreement will be effective at 12:00 a.m. local time in Denver, Colorado, on the day of the Closing (such effective time being the "Closing Date").

SECTION 2.5 Deliveries at the Closing. At the Closing, (a) Seller will deliver to Buyer the certificates, instruments and documents referred to in Section 7.1, (b) Buyer will deliver to Seller the certificates, instruments and documents referred to in Section 7.2, (c) Seller will deliver to Buyer share certificates representing all the Shares, duly endorsed in blank or accompanied by stock transfers duly executed in blank, free and clear of any Encumbrance and (d) Buyer will pay and deliver the amounts provided for in accordance with Section 2.2.

SECTION 2.6 Tax Elections.

(a) (i) Buyer and Seller agree that, for federal income Tax purposes, the purchase and sale of the Shares pursuant to this Agreement shall be treated as a purchase and sale of the assets of the Company and MTN in accordance with the provisions of Code Section 338 generally and Code Section 338(h)(10) specifically. Buyer and Seller will timely make all elections (and cause the Company and MTN to make such elections, as applicable) necessary to carry out the provisions of this Section 2.6(a)(i) and to report the purchase and sale of the Shares consistent with the preceding sentence and in accordance with the provisions of this Section 2.6.

(ii) Buyer and Seller agree that, for state income Tax purposes, the purchase and sale of the Shares shall be treated as a purchase and sale of the assets of the Company and MTN to the greatest extent permitted by applicable law. Buyer and Seller will make timely all elections (and cause the Company and MTN to make such elections, as applicable) necessary to carry out the provisions of this Section 2.6(a)(ii) and to report the purchase and sale of the Shares consistent with the preceding sentence and in accordance with the provisions of this Section 2.6. In those states where it is unclear whether applicable law permits the purchase and sale of the Shares to be treated as a purchase and sale of assets, Buyer agrees to treat the purchase and sale of the Shares as reasonably directed by Seller.

(b) The Seller shall pay or otherwise be liable for and shall indemnify and hold harmless Buyer, its Affiliates, the Company and MTN against any and all Taxes and Liabilities attributable to (i) the recognition of income by the Company or MTN from the treatment under Code Section 338(h)(10) and analogous provisions of state, foreign and local income Tax laws of the purchase and sale of the Shares as a purchase and sale of the Assets of the Company and MTN in accordance with the provisions of this Section 2.6 and (ii) the actual or deemed transfer of the Shares or the assets of the Company and MTN (including, without limitation, transfer, sales, payroll, excise, franchise, personal or real property and similar taxes).

(c) Buyer and Seller hereby agree that the fair market value of the Assets of the Company and MTN for purposes of allocating the consideration to be paid for, and the amount realized on the sale of, the Assets will be agreed by the Buyer and Seller prior to Closing and set forth on a form as shown on SCHEDULE 2.6(C), and the allocation set forth on such form shall be binding on Buyer and Seller in accordance with Code Section 1060(a).

(d) Neither Seller nor Buyer nor any Affiliate of Seller or Buyer shall take a position in any tax proceeding, tax audit or otherwise inconsistent with the fair market value determinations described in the preceding paragraph; provided, however, that nothing contained

herein shall require Seller or Buyer to contest any challenge to such determinations beyond the exhaustion of administrative remedies before any taxing authority or agency, and neither Seller nor Buyer shall be required to litigate before any court any proposed deficiency or adjustment by any taxing authority or agency which challenges such determinations of fair market value. In the event that any claim shall be made by any taxing authority against the Buyer or the Company or MTN, on the one hand, or Seller, on the other hand, that, if successful, would have the effect of altering such fair market value determinations, then the party that is the subject of such claim (the "Involved Party") shall give notice thereof to the other party (the "Other Party") in writing within ten Business Days thereof. Thereafter, the Involved Party shall have control of any contest relating thereto, but the Involved Party shall consider in good faith any request or suggestion by the Other Party for any conference, hearing or proceeding relating to such contest, shall (to the extent it is feasible to do so) permit the Other Party to participate therein at such Other Party's expense, shall not object to such Other Party's submission of briefs and memoranda of law relating thereto and shall provide the Other Party with any relevant information reasonably requested by such other Party.

(e) Buyer and Seller each agree to prepare and file (and to cause the Company and MTN to file, as applicable) all Internal Revenue Service forms and the required schedules thereto, and all requisite state and local forms and schedules (the "Forms") required to be filed by either or both of them (or the Company or MTN) providing for the treatment of the purchase and sale of the Shares as purchases and sales of the Assets of the Company and MTN in accordance with the provisions of Section 2.6(a). Without limitation of the foregoing, the Forms shall include a joint Section 338(h)(10) election with Buyer on an appropriately completed and executed IRS Form 8023 ("Election Under Section 338 For Corporations Making Qualified Stock Purchases") and any analogous state, foreign or local form requested by Buyer. Seller shall request from Buyer any information (reasonably within the Knowledge or possession of Buyer) necessary to complete the Forms, which information shall be provided no later than thirty days following any such request. All such Forms shall be prepared by Seller consistent with the fair market valuations of the Assets determined under Section 2.6(c), provided, however, that Seller and Buyer each recognize that appropriate adjustments will be made for transaction and other costs and as required by any applicable laws or regulations in determining the amount realized upon the disposition of the Assets or the amount paid for the Assets.

SECTION 2.7 Provision of Services After the Closing. Except as otherwise agreed in writing, neither Seller nor any of its Affiliates will be under any obligation to provide any services or other support to, or to purchase any services from, the Buyer, the Company or MTN after the Closing.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER AND THE COMPANY

Seller and the Company, jointly and severally, represent and warrant to Buyer as follows, in each case, as of the date of this Agreement:

SECTION 3.1 Organization. The Company is a corporation duly organized and validly existing under the laws of Colorado. The Company has all requisite corporate power and authority to own, lease and operate the Assets and to carry on its business as is now being conducted, and the Company is duly qualified to do business and in good standing in each jurisdiction in which the conduct of its business requires such qualification. The copies of the certificate of incorporation and the by-laws of the Company, both as amended to date, which have been delivered to Buyer by Seller, are complete and correct, and the Company is not in default under or in violation of any provision of its certificate of incorporation or by-laws.

SECTION 3.2 Ownership and Capitalization. The authorized capital stock of the Company consists of 10,000 shares of common stock, $.01 par value, of which 1,000 shares of common stock (the "Shares") are issued and outstanding. No shares of preferred stock are issued or outstanding. Seller owns good, valid and marketable title to the Shares free of any Encumbrance and the Shares are duly authorized, have been validly issued and are fully paid and non-assessable and currently are, and upon delivery to Buyer at the Closing will be, free of any adverse claim, lien or other Encumbrance. There is no authorized or outstanding stock or security convertible into or exchangeable for, or any authorized or outstanding option, warrant or other right to subscribe for or to purchase, any unissued shares of the Company's capital stock and the Company has not agreed to issue any security so convertible or exchangeable or any such option, warrant or other right. There are no authorized or outstanding stock appreciation, phantom stock, phantom equity, profit participation, equity participation or other similar rights with respect to the Company or the Shares. There are no existing rights of first refusal, buy-sell arrangements, options, warrants, rights, calls or other commitments or restrictions of any character relating to any of the Shares, except those restrictions on transfer imposed by the Securities Act and applicable state and securities laws.

SECTION 3.3 Authority; No Violation. Seller and the Company each has full and absolute right, power, authority and legal capacity to execute, deliver and perform this Agreement, and assuming the due authorization, execution and delivery by Buyer, this Agreement constitutes the legal, valid and binding obligation of, and will be enforceable in accordance with its respective terms against, Seller and the Company, except as such enforcement is subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting creditors' rights generally. Except as set forth on SCHEDULE 3.3, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly approved by the Boards of Directors of the Company and the Seller and will not (a) violate any Legal Requirement to which the Company or Seller is subject or under which the Assets are subject or bound or any provision of the articles of incorporation or by-laws of Seller or the Company, or (b) violate, with or without the giving of notice or the lapse of time or both, or conflict with or result in the breach or termination of any provision of, or a diminution of the rights of the Company under, or constitute a default under, or give any Person the right to accelerate any obligation under, or result

in the creation of any Encumbrance upon, the Company, the Assets or the Business, pursuant to any indenture, mortgage, deed of trust, lien, lease, license, Permit, contract, agreement, instrument or other arrangement to which the Company is a party or by which the Company is bound. All necessary organizational action on the part of Seller has been taken to authorize the execution and delivery of this Agreement and the other documents and instruments required hereby, the performance of its obligations hereunder and thereunder, and the consummation of the transactions contemplated hereby and thereby.

SECTION 3.4 Subsidiaries. The Company owns 99.7% of the outstanding shares of capital stock of Maritime Telecommunications Network, Inc., a Colorado corporation ("MTN"), free and clear of any and all Encumbrances. The Company owns no other subsidiaries or equity interests in any other Person. MTN is duly organized, validly existing and in good standing under the laws of Colorado, and has the requisite power and authority to conduct its business as it is presently being conducted and to own and lease its properties and assets. MTN is duly qualified or registered to do business as a foreign corporation and is in good standing in each jurisdiction where the character of its properties owned or leased or the nature of its activities make such qualification necessary. SCHEDULE 3.4 contains a true, correct and complete list of all jurisdictions in which MTN is qualified or registered to do business as a foreign corporation. The copies of the Articles of Incorporation and Bylaws of MTN heretofore delivered to Buyer are accurate and complete. SCHEDULE 3.4 sets forth a true, correct and complete description of all of the issued and outstanding equity securities of MTN. Except as indicated above, the Company holds of record and owns beneficially all of the issued and outstanding capital or other stock of MTN, free and clear of any Encumbrances. There are no options, warrants or other similar rights to purchase or to subscribe for the equity securities of MTN.

SECTION 3.5 Consents and Approvals. Except as set forth in SCHEDULE 3.5, no filing or registration with, no notice to and no permit, authorization, consent or approval of any Governmental Authority or any Person is necessary for the consummation by Seller of the transactions contemplated by this Agreement other than (a) requirements of federal and state securities laws, (b) the authorization of all applicable regulatory agencies necessary or desirable to consummate the transactions contemplated by this Agreement and (c) those consents and approvals already obtained.

SECTION 3.6 Financial Statements. Seller has delivered to Buyer complete and correct copies of (a) the unaudited balance sheet and related unaudited statement of income, stockholders' equity and cash flows for the Company for the year ended December 31, 1998, (b) the unaudited balance sheet of the Company and MTN (the "Balance Sheet") and the related unaudited statement of income, stockholders' equity and cash flows for the three (3) months ending June 30, 1999 (the "Balance Sheet Date"), and (c) the audited balance sheet and related statement of income, stockholders' equity and cash flows for MTN for the year ended December 31, 1998 (collectively, the "Financial Statements"). The Financial Statements are in accordance with the books and records of the Company and MTN, as applicable, and were prepared in accordance with GAAP and present fairly in all material respects the Company's and MTN's financial position, results of operations and cash flows for the periods indicated, subject, in the case of the Financial Statements referred to in the preceding clause (b), to standard year-end adjustments (which in the aggregate will not be material in amount) and the omission of footnotes. As of the Balance Sheet Date, neither the

Company nor MTN had any Material liability or obligation, whether accrued, absolute, fixed or contingent (including liabilities for Taxes) required by GAAP to be reflected on or reserved against on the Balance Sheet that were not fully reflected on or reserved against on the Balance Sheet. Any balance sheets, statements of operations and other financial statements delivered to Buyer with respect to the Company and/or MTN after the date of this Agreement until the Closing will be prepared on a basis and in a manner consistent with the Financial Statements, subject to standard year-end adjustments and the omission of footnotes.

SECTION 3.7 Absence of Certain Changes or Events; Unusual Transactions

(a) Since the Balance Sheet Date there has not been any event that has resulted or that could reasonably be expected to result in a Material Adverse Change to the Company or MTN, except as set forth in SCHEDULE 3.7(A).

(b) Since the Balance Sheet Date, except as disclosed in this Agreement or on SCHEDULE 3.7(B), neither the Company nor MTN has taken any of the following actions:

(i) encumbered, transferred, assigned, sold or otherwise disposed of any Assets or cancelled any debts or entitlements except, in each case, in the Ordinary Course of Business;

(ii) incurred or assumed any obligation or Liability, except obligations and Liabilities incurred in the Ordinary Course of Business;

(iii) paid any obligation or Liability (other than any Intercompany Indebtedness) other than obligations or Liabilities reflected on the Balance Sheet in the Ordinary Course of Business;

(iv) entered into any material commitment or transaction other than in the Ordinary Course of Business;

(v) directly or indirectly, declared or paid any dividends or declared or made any other payments or distributions on or in respect of any of its capital stock;

(vi) made any material change in accounting procedures or practices other than changes required by GAAP;

(vii) sold, assigned, transferred or granted any exclusive license with respect to any of the Intellectual Property; or

(viii) authorized or otherwise become committed to do any of the foregoing.

SECTION 3.8 Tax Matters.

(a) Except as set forth on SCHEDULE 3.8(A), each Affiliated Group including the Company or MTN has filed all income Tax Returns that it was required to file for each taxable period during which the Company and/or MTN was a member of the group. All such Tax Returns were correct and complete in all respects. Except as disclosed on SCHEDULE 3.8(A), all income Taxes owed by any Affiliated Group (whether or not shown on any Tax Return) have been paid for each taxable period during which the Company and/or MTN was a member of the group. The Seller (or the Company) has established reserves that are reflected in the Financial Statements that are adequate for the payment by the Company and MTN of all Taxes not yet due and payable.

(b) Neither the Seller nor any director or officer (or employee responsible for Tax matters) of the Seller, the Company or MTN has any Knowledge or reasonably expects that any authority will assess any additional income Taxes against any Affiliated Group for any taxable period during which the Company and/or MTN was a member of the group. There is no dispute or claim concerning any income Tax Liability of any Affiliated Group for any taxable period during which the Company and/or MTN was a member of the group either (A) claimed or raised by any authority in writing or (B) as to which the Seller and the directors and officers (and employees responsible for Tax matters) of the Seller, the Company or MTN has Knowledge based upon personal contact with any agent of such authority. Except as disclosed on SCHEDULE 3.8(B), no Affiliated Group has waived any statute of limitations in respect of any income Taxes or agreed to any extension of time with respect to an income Tax assessment or deficiency for any taxable period during which the Company and/or MTN was a member of the group. To the Knowledge of the Seller, no claim has ever been made by an authority in a jurisdiction where the Company or MTN does not file Tax Returns that the Company or MTN is or may be subject to taxation by that jurisdiction. There are no Encumbrances on any of the Assets of the Company or MTN that arose in connection with any failure (or alleged failure) to pay any Tax.

(c) Neither the Company nor MTN has any liability for the Taxes of any Person other than the Company and MTN (i) under Reg. (S)1.1502-6 (or any similar provision of state, local, or foreign law), (ii) as a transferee or successor, (iii) by contract, or (iv) otherwise.

(d) Neither the Company nor MTN has entered into or become bound by any agreement or consent pursuant to Section 341(f) of the Code (or any comparable provision of state or foreign Tax laws). Neither the Company nor MTN has been or will be required to include any adjustment in taxable income for any tax period (or portion thereof) pursuant to Section 481 or Section 263A of the Code (or any comparable provision under state or foreign Tax laws) as a result of transactions or events occurring, or accounting methods employed, prior to the Closing.

(e) There is no agreement, plan, arrangement or other contract covering any employee or independent contractor or former employee or independent contractor of the Company or MTN, that considered individually or considered collectively with any other such contracts, will, or could reasonably be expected to give rise directly or indirectly to the payment of any amount that would not be deductible pursuant to Section 280G of the Code (or any comparable provision under

state or foreign Tax laws). Neither the Company nor MTN is, nor has been, a party to or bound by any tax indemnity agreement, tax sharing agreement, tax allocation agreement or similar contract.

(f) The Company and MTN have withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, shareholder, former shareholder, foreign person, Seller or other third party.

(g) Except as disclosed on SCHEDULE 3.8(G), no Tax Returns of the Company or MTN have been audited or are currently the subject of audit. Seller has made available to Buyer correct and complete copies of all Tax Returns, examination reports, and statements of deficiencies filed or assessed against or agreed to by the Company and MTN since December 31, 1996.

(h) Neither the Company nor MTN has been a United States real property holding corporation within the meaning of Code Section 897(c)(2) during the applicable period specified in Code Section 897(c)(1)(A)(ii).

(i) Each of the Company and MTN has disclosed on its federal income Tax Returns all positions taken therein that could give rise to a substantial understatement of federal income Tax within the meaning of the Code Section 6662.

SECTION 3.9 Assets and Properties.

(a) Except for leased assets, all the Assets are reflected in the Financial Statements. SCHEDULE 3.9(A) lists all of the Assets leased by the Company or MTN as of the date of this Agreement and the location of such Assets. Neither the Company nor MTN owns any interest in fee in any real property.

(b) Except as set forth in the Financial Statements or as otherwise disclosed on SCHEDULE 3.9(B), the Company and MTN owns or leases all of its Assets free and clear of all Encumbrances and has good title to (or, in the case of the Assets that are leased or licensed, valid leasehold interests or interests as a licensee in) all of its other Assets subject, in each case, only to (i) statutory or common law Encumbrances arising or incurred in the Ordinary Course of Business with respect to which the underlying objections are not delinquent or the validity of which is being contested in good faith by appropriate proceedings, (ii) Encumbrances for Taxes not yet delinquent or the validity of which is being contested in good faith by appropriate proceedings (which are listed on Schedule 3.9(b)), (iii) Encumbrances which constitute valid leases or subleases from the Company or MTN to third parties (which are listed on Schedule 3.9(b)), and (iv) Encumbrances and defects in title disclosed on SCHEDULE 3.9(B) (the types of Liens described in the foregoing clauses (i) through (iv) being referred to in this Agreement as "Permitted Encumbrances"). Except for the Permitted Encumbrances, all Encumbrances on the Assets will be removed on or before the Closing Date.

(c) Except as set forth on SCHEDULE 3.9(C), the Assets constitute all material real, personal and mixed assets, rights and property, both tangible and intangible, which are being used by the Company and/or MTN in the conduct of its respective business, consistent with historical and

current practices.

(d) All of the tangible Assets, when used by the Company or MTN in the Ordinary Course of Business, consistent with industry standards, are in good working order, reasonable wear and tear excepted.

SECTION 3.10 Contracts.

(a) Except as set forth on SCHEDULE 3.10(A), each of the Company and MTN is in Material compliance with each contract or agreement (including any lease) to which it is a party (collectively, the "Contracts"), and each such contract is in full force and effect, without default by the Company or MTN, as applicable, and, to the Knowledge of the Company and/or MTN, without any breach or default by any other party thereto. Except as set forth on SCHEDULE 3.10(A), no written notice has been received by the Company or MTN or, to the Company's or MTN's Knowledge, threatened regarding termination, suspension, material alteration or amendment of any of such contracts. Each such contract or agreement is a valid and binding obligation of the Company or MTN, as applicable, in accordance with its terms.

(b) SCHEDULE 3.10(B) sets forth a description of (i) all contracts entered into or commitments undertaken by the Company or MTN not in the Ordinary Course of Business, (ii) all leases and subleases to which the Company or MTN is a party that relate to real property, (iii) all others leases, agreements, contracts and commitments that involve the exchange of consideration of greater than $50,000; (iv) all employment contracts to which the Company or MTN is a party; and (v) all Contracts creating or imposing an Encumbrance or other Material liability on the business of the Company or MTN or on the Assets or which are otherwise Material to the Company or MTN. The Company has delivered or made available to Buyer true and correct copies of the contracts, commitments and agreements listed on SCHEDULE 3.10(B). Except as set forth in SCHEDULE 3.10(B) there are currently in effect no renegotiations of, or attempts to renegotiate any amounts in excess of $50,000 paid or payable to the Company or MTN under current or completed contracts with any Person and no such Person has made written demand for such renegotiation. All consents of third parties that are required in order for the Contracts listed on SCHEDULE 3.10(B) to continue in effect according to their terms after the Closing are identified with specificity on SCHEDULE 3.5.

SECTION 3.11 Litigation, Compliance with Applicable Laws and Permits.

(a) There is no outstanding Order against, nor, except as set forth on SCHEDULE 3.11(A), is there any litigation, proceeding, arbitration or investigation by any Governmental Authority or other Person, pending or, to the Knowledge of Seller, threatened against, the Company or MTN, its respective assets or the business of either the Company or MTN or relating to the transactions contemplated in this Agreement.

(b) The Company, MTN and the Assets are not in violation of any applicable Material Legal Requirement. Neither Seller nor the Company nor MTN has received notice from any Governmental Authority or other Person of any violation or alleged violation of any Material Legal Requirement, and no action, suit, proceeding, hearing, investigation, charge, complaint, claim,

demand or notice has been filed or commenced or is pending or, to the Knowledge of Seller, threatened against the Company or MTN with respect to any such violation.

(c) SCHEDULE 3.11(C) contains a complete and accurate list of each Material license, contract, franchise, permit or other authorization issued, granted, given, or otherwise made available by or under any Governmental Authority that is held by the Company or MTN, or that otherwise relates to the business of, or to any of the assets owned or used by the Company or MTN. Except as disclosed on SCHEDULE 3.11(C), the Company and MTN each possesses all authorizations, Permits, licenses and Orders required or necessary to conduct its business and operations in the manner in which such business and operations are currently being conducted. Each authorization and Permit of the Company and MTN is valid and effective and the Company and MTN are each in compliance with all terms, conditions and requirements of such authorizations and Permits. SCHEDULE 3.11(C) contains a true and complete list of all Material Permits of the Company and MTN associated with the business of each and the Assets.

SECTION 3.12 Insurance. The Assets and the conduct of the Business will have been, in the reasonable judgment of the Seller, in light of the business of the Company and MTN, adequately insured by financially sound and reputable insurers for all periods prior to the Closing, and such insurance has been and currently is in full force and effect without any default thereunder. Seller and Buyer agree that Buyer will arrange for all insurance for the Company subsequent to the Closing. SCHEDULE 3.12 sets forth a list of all Material insurance policies relating to the business, properties and employees of the Company and MTN currently in effect, copies of which have been made available to Buyer.

SECTION 3.13 Employee Benefit Matters. SCHEDULE 3.13 sets forth a list of the Employee Benefit Plans to which the Company or MTN contributes or under which the Company or MTN makes payments, or pays benefits or under which the Company's or MTN's present and/or former employees or service providers are and/or were participants. Seller has furnished or made available to Buyer true, correct and complete copies of all the Employee Benefit Plans as amended as of the date hereof, together with all related documentation, including, but not limited to, all summary plan descriptions, IRS determination letters, Forms 5500 and related financial statements and schedules. Except as set forth on SCHEDULE 3.13, all obligations regarding the Employee Benefit Plans have been satisfied, there are no outstanding defaults or violations by any party to any Employee Benefit Plan and no Taxes, penalties, or fees are owing by or subject to imposition against the Company or MTN under or in respect of any of the Employee Benefit Plans. All contributions or premiums required to be paid by the Company or MTN under the terms of each Employee Benefit Plan or under applicable Legal Requirements have been made in a timely fashion in accordance with such Legal Requirements and the terms of the Employee Benefit Plans. Neither the Company nor MTN has any liability (other than liabilities accruing after the Closing Date) with respect to any of the Employee Benefit Plans. No commitments to improve or otherwise amend any Employee Benefit Plan have been made by the Company or MTN except as required by applicable Legal Requirements. All employee data necessary to administer each Employee Benefit Plan has been or will be provided by the Company and MTN to Buyer and is correct and complete as of the date of this Agreement and will be correct and complete as of the Closing. Seller shall be liable for all Employee Benefit Plans benefits accrued prior to the Closing Date by the employees of the

Company or MTN to the extent provided by such Employee Benefit Plans and in accordance with applicable law and shall be responsible for any liability arising under the Consolidated Omnibus Reconciliation Act of 1985, as amended, as a result of this transaction, and Buyer shall not be responsible for any contributions to the Employee Benefit Plans prior to the Closing Date.

SECTION 3.14 Labor and Employment. Except as described on SCHEDULE 3.14, there are no material labor or employment controversies pending or, to the Knowledge of Seller or the Company, threatened against the Company or MTN. Except as set forth on SCHEDULE 3.14, there are no written contracts of employment or contracts to provide services with any employees or contractors of the Company or MTN or any oral contracts for services between the Company or MTN and any Person under which any termination rights or payments will arise or be triggered as a result of the consummation of this Agreement. Except as set forth on SCHEDULE 3.14, no employee of the Company or MTN has an employment agreement with the Company or MTN, the terms of which provide for termination or severance pay in an amount exceeding six months salary of such employee. Neither the Company nor MTN is a party to any collective bargaining agreement with any bargaining agent for employees of the Company or MTN, as applicable, which imposes any obligations on the Company or MTN, as applicable.

SECTION 3.15 Employees. SCHEDULE 3.15 sets forth a true and complete list of all employees of the Company and MTN showing for each: name, current job title or description, original hire date and current salary level. SCHEDULE 3.15 also shows the amount of bonuses, commissions and other remuneration paid to such employees during the year ended December 31, 1998. Except as set forth on SCHEDULE 3.15, there are no existing contractual arrangements with such employees or any obligation to pay any bonus or deferred compensation to any employee. SCHEDULE 3.15 also sets forth a true and complete list of all employment agreements or other contractual arrangements with employees or consultants or advisors of the Company or MTN. To the Knowledge of the Seller, except as otherwise provided in this Agreement or on SCHEDULE 3.15, no executive employee and no group of employees or independent contractors of the Company or MTN has any plans to terminate his, her or its employment or relationship as an independent contractor with the Company or MTN.

SECTION 3.16. Environmental Matters.

(a) As used in this Agreement, the term "Hazardous Material" shall mean: (i) any "hazardous substance" as now defined pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. (S) 9601(14); (ii) any "Pollutant or contaminant" as defined in 42 U.S.C. (S) 9601(33); (iii) any material now defined as "hazardous waste" pursuant to 40 C.F.R. Part 261; (iv) any petroleum, including crude oil and any fraction thereof; (v) natural or synthetic crude oil and any fraction thereof; (vi) natural or synthetic gas usable for fuel; (vii) any "hazardous chemical" as defined pursuant to 29 C.F.R. Part 1910; (viii) any asbestos, polychlorinated biphenyl ("PCB"), or isomer of dioxin, or any material or thing containing or composed of such substance or substances; (ix) any infectious organism or biological or medical waste, and (x) any other substance, regardless of physical form, that is subject to any Environmental Laws.

(b) As used in this Agreement, the term "Environmental Laws" shall mean any statutes, regulations, requirements, orders, ordinances, rules of liability or standards of conduct of any foreign, federal, state, local government, or common law relating to the protection of human health, plant life, animal life, natural resources, the environment or property from the presence in the environment of any solid, liquid, gas, odor or any form of energy, from whatever source, including, without limitation, any emissions, discharges, releases, or threatened releases of Hazardous Material into the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface or building structures), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, generation, disposal, transport or handling of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes.

(c) There are no environmental conditions related to the real property or the business and other assets of the Company or MTN that could result in a Material Adverse Change with respect to the Company or MTN, including any such conditions relating to the use, treatment, storage, release or disposal of Hazardous Material.

(d) Neither the Company nor MTN has manufactured, processed, distributed, used, treated, stored, disposed of, transported or handled any Hazardous Material, in a manner that could result in a Material Adverse Change with respect to the Company or MTN.

(e) There is no ambient air, surface water, groundwater or land contamination within, under, originating from or relating to any real property interest or other location geologically or hydrologically connected to such properties owned, operated or controlled by the Company or MTN and none of such properties has been used for the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any Hazardous Material in a manner that could result in a Material Adverse Change with respect to the Company or MTN.

(f) Neither the Company nor MTN has any obligation or liability, known or unknown, matured or not matured, absolute or contingent, assessed or unassessed, imposed or based upon any provision under any foreign, federal, state or local law, rule, or regulation or common law, or under any code, order, decree, judgment or injunction applicable to the Company or MTN, and neither the Company nor MTN has received any notice, or request for information issued, promulgated, approved or entered thereunder, or under the common law, or any tort, nuisance or absolute liability theory, relating to public health or safety, worker health or safety, or pollution, damage to or protection of the environment, including, without limitation, the Environmental Laws, where such obligation or liability could result in a Material Adverse Change with respect to the Company or MTN.

(g) The Company and MTN each possesses and is in compliance in all Material respects with all permits, licenses, certificates, franchises and other authorizations relating to the Environmental Laws necessary to conduct its business or required by environmental regulations.

SECTION 3.17 Intellectual Property. Attached hereto as SCHEDULE 3.17 is a list of all Material Intellectual Property owned or used by the Company and/or MTN, including without limitation: (i) all copyrights held by the Company or MTN (including, copyright registrations and

copyright registration applications); (ii) all trademarks, trademark registrations, trademark registration applications and trade names which the Company or MTN owns or uses; (iii) each material license agreement in respect of the Intellectual Property under which the Company or MTN is either licensor or licensee or is otherwise a party; and (iv) all U.S. and foreign patents, patent applications, utility models, inventor certificates, petit patents, and all invention disclosures owned or licensed by the Company or MTN. Except as set forth on SCHEDULE 3.17, the Company or MTN, as applicable, owns, or is licensed
under valid licenses to use, all Intellectual Property used or held for use in the conduct of its business as currently conducted. Except as set forth in SCHEDULE 3.17, neither the Company nor MTN, as applicable, is obligated to pay any royalties, license fees or other amounts in excess of $25,000 per annum for or in connection with any individual item of such Intellectual Property. Except as set forth on SCHEDULE 3.17, neither the Company nor MTN has interfered with, infringed upon, misappropriated or otherwise come into conflict with any Intellectual Property rights of any other Person, and neither the Company nor MTN nor the employees with responsibility for Intellectual Property matters of the Company or MTN has ever received any charge, complaint, claim, demand, or notice alleging any such interference, infringement, misappropriation or violation. To the Knowledge of the Company and MTN, no third party is violating or infringing upon the Company's or MTN's rights with respect to the Intellectual Property.

SECTION 3.18 Brokers' Fees and Commissions. Except for Bear, Stearns & Co., Inc., none of Seller, the Company, MTN or any of the Company's or MTN's directors, officers, partners, employees or agents, has employed any investment banker, broker or finder in connection with the transactions contemplated by this Agreement, and none of Seller, the Company or MTN or Buyer will have any liability to any such Persons (other than Bear, Stearns & Co., Inc.) on account of any brokerage, finders or similar fee payable with respect to the transactions contemplated by this Agreement. The Seller will pay and discharge any amounts owing to Bear Stearns & Co., Inc. as a result of the transactions contemplated by this Agreement.

SECTION 3.19 Indebtedness. Neither the Company nor MTN has any indebtedness except for the Permitted Liabilities. Neither the Company nor MTN will have any long-term indebtedness as of the Closing. The Company and MTN will on a consolidated basis have positive working capital as of the Closing.

SECTION 3.20 Accounts Receivable. The amounts reflected as accounts receivable on the Balance Sheet represent the accounts receivable of the Company and MTN as of such date, and such amounts were calculated consistently with the Company's and MTN's historical accounting practices. SCHEDULE 3.20 contains a complete and accurate list of all accounts receivable of the Company and MTN as of the Balance Sheet Date, which list sets forth the aging of such accounts receivable. All accounts receivable reflected on the Balance Sheet represent sales actually made or services actually rendered in the Ordinary Course of Business or valid claims as to which full performance by the Company or MTN has been rendered. To the Knowledge of the Company, such accounts receivable are not subject to any defense or counterclaim. Such accounts receivable are good and collectible, except as otherwise indicated in SCHEDULE 3.20 and except as to the extent of any reserves reflected in the Financial Statements. Each of the Company and MTN has good and marketable title to such accounts receivable free and clear of all Encumbrances.

SECTION 3.21 Insolvency Proceedings. Neither the Company, MTN nor the Seller, nor any of the Assets, is the subject of any pending or, to the Knowledge of the Seller, threatened, insolvency proceedings of any character. None of the Company, MTN or the Seller has made an assignment for the benefit of creditors nor taken any action with a view to or that would constitute a valid basis for the institution of any such insolvency proceedings. None of the Company, MTN or the Seller is insolvent nor will become insolvent as a result of entering into this Agreement.

SECTION 3.22 Absence of Undisclosed Liabilities. Neither the Company nor MTN has any Material liabilities, obligations, contingencies or commitments of any kind, whether absolute, accrued, asserted or unasserted, contingent or otherwise and whether mature or unmatured, that would have been required to be disclosed on the Balance Sheet, in accordance with GAAP, except liabilities, obligations, contingencies and commitments that are reflected or reserved against in the Balance Sheet, included in the Financial Statements or reflected in the notes thereto, or that were incurred after the Balance Sheet Date in the Ordinary Course of Business.

SECTION 3.23 Books and Records. The books of account and other records of the Company and MTN related to the operations of the Company and MTN are in all Material respects complete and correct and have been maintained in accordance with good business practices, including, but not limited to, the maintenance of a reasonable system of internal controls.

SECTION 3.24 Suppliers and Customers. SCHEDULE 3.24 sets forth a true and complete list of (i) the ten (10) largest suppliers of products and services of the Company and MTN in terms of payments made by the Company and MTN to such suppliers during the fiscal year ending December 31, 1998 and the approximate total payments in dollars to each such vendor during such fiscal year and (ii) the ten (10) largest customers (by revenue dollar volume) of the Company and MTN during the fiscal year ending December 31, 1998 and the approximate total revenues in dollars from such customers during such fiscal year. Except as set forth on SCHEDULE 3.24, there are no Material outstanding disputes with any supplier or customer listed thereon and no Material supplier or customer listed thereon has refused to continue to do business with the Company and/or MTN or, to the Knowledge of the Seller, has stated its intention not to continue to do business with the Company or MTN.

SECTION 3.25 Affiliate Transactions. Except as set forth on SCHEDULE 3.25, as of the Closing, no officer, director, former officer, former director, stockholder, partner, employee, or Affiliate of the Seller, the Company or MTN, or individual related by marriage or adoption to such individual, will be a party to any agreement, contract, commitment, lease or transaction with the Company or MTN or will have any interest in any of the Assets or in any other property, real or personal or mixed, tangible or intangible, used in or pertaining to the business of the Company or MTN.

SECTION 3.26 FCC Compliance. SCHEDULE 3.11(C) lists all the FCC Licenses together with the expiration date and the holder thereof, and each of the Pending Applications. True, correct and complete copies of all such FCC Licenses have been made available to Buyer. The FCC Licenses are in effect for the term set forth therein and are held by Seller or MTN, as applicable. To the

Knowledge of Seller, the operation of the business of each of Seller and MTN is in compliance with all applicable Legal Requirements with respect to exposure to radio frequency radiation. No renewal of any FCC License, and no grant of any FCC Application, would constitute a major environmental action under the rules of the FCC. Seller is fully qualified to transfer control of the FCC Licenses and, to the extent required, execute and file the FCC Applications. Except as disclosed in SCHEDULE 3.11(C) and except with respect to any other matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Change, neither Seller, the Company, nor MTN (i) has failed to comply with any FCC rule or policy or to obtain, maintain, or comply with any permit, license or other approval required under any FCC rule or policy, or (ii) has become subject to, received notice of, or has Knowledge of any basis for any Notice of Violation, Notice of Apparent Liability, Order of Forfeiture or Order to Show Cause that the FCC could issue.

SECTION 3.27 Year 2000. Seller has no Knowledge of any matter which would prevent the Company and MTN from becoming Year 2000 Compliant on or before December 31, 1999. "Year 2000 Compliant" means as to the Company and/or MTN that all hardware, software or equipment Material to the business operations of the Company and/or MTN will be able accurately to process date data after January 1, 2000 in a manner that would not have a Material Adverse Effect on the Company or MTN. The Company and MTN have undertaken a Y2K compliance program and will continue with it up to the Closing.

SECTION 3.28 Scope of Disclosure; Other Information. Except for those matters expressly set forth in this Agreement and any SCHEDULE to this Agreement, Seller does not make, and expressly disclaims, any representation or warranty as to the scope, accuracy or completeness of any understanding, communication, disclosure, documentation, information (financial or otherwise), reports or other materials furnished to Buyer whether prior to or following the date of this Agreement. Any budgets or financial projections provided to Buyer, whether from Seller, the Company or the Company's agents, attorneys or accountants, are uncertain and subject to numerous hypotheses and assumptions that may or may not occur, and therefore may not be relied upon by Buyer.

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ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows, as of the date of this Agreement:

SECTION 4.1 Organization and Qualification, etc. Buyer is a corporation, duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and has requisite power and authority to own, lease and operate its properties and assets and to carry on its business as it is now being conducted. Buyer is duly qualified to do business and is in good standing in each jurisdiction in which the failure to be so qualified and in good standing would result in a Material Adverse Change to Buyer.

SECTION 4.2 Authority Relative to Agreement. Buyer has the full and absolute right, corporate power and authority and legal capacity to execute, deliver and perform this Agreement and to consummate the transactions contemplated on its part by this Agreement. The execution and delivery of this Agreement by Buyer and the consummation of the transactions contemplated on its part by this Agreement, have been duly authorized by its board of directors. No other approvals on the part of such board of directors, or any other Person, are necessary to authorize the execution, delivery and consummation of this Agreement. This Agreement has been duly executed and delivered by Buyer and, assuming the due authorization, execution and delivery of this Agreement by Seller, is a valid and binding agreement, enforceable against Buyer in accordance with its terms, except as such enforcement is subject to the effect of any applicable bankruptcy, insolvency, reorganization or similar laws relating to or affecting creditors' rights generally.

SECTION 4.3 Non-Contravention. The execution and delivery of this Agreement and the consummation by Buyer of the transactions contemplated by this Agreement will not (a) violate any provision of the articles of incorporation or by-laws (or other corporate or partnership governance documents) of Buyer or (b) violate, or result, with the giving of notice or the lapse of time or both, in a violation of, any provision of, or result in the acceleration of or entitle any party to accelerate (whether after the giving of notice or lapse of time or both) any obligation under, or result in the creation or imposition of any encumbrance upon any of the properties of Buyer, pursuant to any provision of any indenture, mortgage, deed of trust, lien, agreement, Permit, license or instrument or any arrangement to which Buyer is a party or by which any of its assets are bound or to which any of its assets are subject and do not and will not violate or conflict with any other material restriction of any kind or character to which Buyer is subject or by which any of its assets may be bound, or (c) violate in any material respect any Legal Requirement to which Buyer is subject.

SECTION 4.4 Consents and Approvals. Except as described in SCHEDULE 4.4, no filing or registration with, no notice to and no permit, authorization, consent or approval of any Governmental Authority or any Person is necessary for the consummation by Buyer of the transactions contemplated by this Agreement other than (a) requirements of federal and state securities laws, (b) the authorization of all applicable regulatory agencies necessary or desirable to consummate the transactions contemplated by this Agreement and (c) those consents and approvals already obtained

as described on SCHEDULE 4.4. No vote of the shareholders or other equity owners
of Buyer is required or necessary to approve or consummate the transactions contemplated by this Agreement.

SECTION 4.5 Brokers. All negotiations relative to this Agreement and the transactions contemplated by this Agreement have been carried out by Buyer directly with Seller, without the intervention of any Person on behalf of Buyer in such manner as to give rise to any valid claim by any Person against Buyer, the Seller, the Company or any other Person for a finder's fee, brokerage commission, or similar payment.

SECTION 4.6 Securities Matters.

(a) Buyer is experienced in evaluating and investing in and purchasing companies such as the Company. Buyer has substantial experience in investing in and evaluating private placement transactions of securities in companies similar to the Company, and is capable of evaluating the risks and merits of its investment in the Company and has the capacity to protect its own interests.

(b) Buyer is acquiring the Shares for investment for its own account and not with a view to, or for resale in connection with, any distribution thereof, except in compliance with applicable securities laws, and Buyer has no present intention of selling or distributing the Shares except in compliance with applicable securities laws. Buyer understands that the Shares have not been registered under the Securities Act.

(c) Buyer acknowledges that, because the Shares have not been registered under the Securities Act, the Shares that Buyer receives at the Closing must be held indefinitely unless subsequently registered under the Securities Act, or an exemption from such registration or trading in the Shares is available.

(d) Buyer has had an opportunity to discuss in detail with Seller the Company's business, management and financial affairs and has reviewed all documents and records of the Company which Seller has provided in response to Buyer's request.

(e) As of the Closing, Buyer will be an "accredited investor" as that term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

ARTICLE V
PRE-CLOSING COVENANTS

The parties agree as follows with respect to the period between the execution of this Agreement and the Closing.

SECTION 5.1 General. Each of the parties will use its commercially reasonable efforts to take all actions necessary, proper or advisable in order to consummate and make effective the transactions contemplated by this Agreement (including the satisfaction, but not the waiver, of the closing conditions set forth in Article VII) and the other agreements contemplated by this Agreement. Without limiting the foregoing, Seller will, and will cause the Company to, and Buyer will, give any notices, make any filings and obtain any consents, authorizations or approvals needed to consummate the transactions contemplated by this Agreement. Buyer and Seller will use commercially reasonable efforts to enter into all contracts and agreements that are described in Section 7.1.

SECTION 5.2 Operation and Preservation of Business. Without the prior written consent of Buyer, Seller will not cause or permit the Company or MTN to: (i) incur or permit any liability other than a Permitted Liability other than in the Ordinary Course of Business; (ii) dispose of any assets other than in the Ordinary Course of Business; (iii) engage in any other practice, or take any other action, outside its Ordinary Course of Business; (iv) make any payment or transfer to or for the benefit of Seller outside the Ordinary Course of Business; (v) make any dividend payments to Seller with respect to the Shares; (vi) repay any Intercompany Indebtedness in such a manner as would result in the Intercompany Indebtedness as of the Closing being reduced below the Intercompany Indebtedness amount existing as of the Balance Sheet Date; (vii) pay any amount under any capital lease obligation other than regularly scheduled payments thereunder; (viii) take any action that would result in a breach of any representation or warranty of Seller; or (ix) sell or agree to sell or otherwise dispose of any of the Shares or the MTN Shares. In addition, the Seller shall cause each of the Company and MTN to conduct its business only in the Ordinary Course of Business with the intent of preserving the ongoing operations of the Company and MTN. Without limiting the generality of the foregoing:

(a) The Seller shall cause each of the Company and MTN to use reasonable commercial efforts to: (i) retain the present employees of the Company and MTN in a manner consistent with past practices; and to renew the existing employment Contracts of such employees upon expiration thereof; (ii) preserve the present customers and business relations of the Company and MTN, and preserve the operations, organization and reputation of the Company and MTN intact, (iii) continue spending funds in accordance with presently established budget guidelines, and (iv) continue to conduct the financial operations of the Company and MTN, including credit and collection policies, with no less effort, in the same manner, and to the same extent, as in the prior conduct of the business of the Company and MTN.

(b) The Sellers shall cause the Company and MTN to: (i) maintain the assets of the Company and MTN in their present condition (reasonable wear and tear in normal use excepted); (ii) remove, cure and correct prior to the Closing any violations under applicable laws that render (or if unremedied would render) inaccurate Sellers' and the Company's representations and warranties contained in this Agreement or in any certificate delivered by Sellers pursuant to this Agreement; (iii) maintain until the Closing its existing insurance coverage on its business and the Assets; (iv) perform all of its obligations under the Contracts, timely make all required payments under any Contract when due, and otherwise pay all liabilities and satisfy all obligations in accordance with past practice except in those cases where the Company or MTN has a bona fide

dispute with the other party (in which case Seller shall promptly notify Buyer of such dispute and the relevant facts); and (v) maintain its books and records in the usual and ordinary manner, on a basis consistent with prior periods.

SECTION 5.3 Full Access. Seller will cause the Company and MTN to permit Buyer and its agents to have full access at all reasonable times, and in a manner so as not to interfere with the normal business operations of the Company and MTN, to all, properties, personnel, books, records (including Tax records), contracts and documents of or pertaining to the Company and MTN.

SECTION 5.4 Announcements. Except as may be required by law, no party will issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other party, not to be unreasonably withheld.

SECTION 5.5 Confidentiality. Buyer, Seller and the Company will keep, and will cause each of their employees, agents, attorneys, accountants and other advisors to keep, confidential the existence, terms and conditions of this Agreement and all communications and discussions between or among Buyer, Seller and the Company. Subject to Section 5.4, without the consent of Buyer and Seller, except as may be required by law (including disclosure requirements under applicable securities laws), none of Buyer, Seller or the Company will make any disclosure of the information described in this Section 5.5. Nothing contained in this Agreement will be construed to prohibit any party from disclosing the information described in this Section 5.5 or any Confidential Information in connection with the institution or defense of any claim pursuant to this Agreement or other claims which may be the subject of judicial proceedings.

SECTION 5.6 Consents and Approvals. The parties will cooperate with one another and use all commercially reasonable efforts to prepare all necessary documentation to effect promptly all necessary filings and to obtain all necessary Permits, consents, approvals, orders and authorizations of, or any exemptions by, all third parties and Governmental Authorities necessary to consummate the transactions contemplated by this Agreement. Specifically, Buyer and, to the extent necessary, Seller shall, within two (2) days of the date hereof, file applications with the FCC requesting consent to the change of control of the entities holding the FCC Licenses (the "FCC Applications"). Buyer and Seller agree to take all steps necessary to prosecute the FCC Applications and to submit any additional information required by the FCC. In addition, within ten (10) days of the date hereof, Buyer and Seller shall each file all necessary applications to obtain approval under the HSR Act. Each party will keep the other party apprised of the status of any inquiries made of such party by any Governmental Authority or members of their respective staffs with respect to this Agreement or the transactions contemplated by this Agreement. The Seller and the Company will use their reasonable commercial efforts to obtain all necessary third party consents under the Contracts identified in SCHEDULE 3.10(B).

SECTION 5.7 MTN Minority Shares. The Seller will cause the Company to use reasonable commercial efforts to acquire the 57,820 shares of MTN stock (the "MTN Minority Shares") held by minority stockholders (the "MTN Minority Stockholders") prior to the Closing Date. If the Company has not acquired all of such minority shares by the time of the Closing, at the Closing the

Purchase Price will be reduced by Four and 33/100 Dollars ($4.33) for each such share not owned by the Company (up to a maximum Purchase Price Reduction of $250,000).

SECTION 5.8 Solicitation. Until the earlier of the Closing or the termination of this Agreement in accordance with Article IX, Seller and the Company shall not, directly or indirectly, enter into or pursue any discussions with, provide information to, or enter into any agreement with, any other Person relating to the direct or indirect disposition of any Shares, any shares of MTN or the Assets (other than in the Ordinary Course of Business with respect to the Assets only).

SECTION 5.9 Pre-Closing Audit. Buyer shall have the right, at its sole expense, at any time after the date hereof and prior to the Closing Date, to audit the Financial Statements and the updated financials, which the Company agrees to provide to Buyer on a monthly basis prior to the Closing Date, for the purpose of verifying the accuracy and completeness thereof (the "Pre-Closing Audit"). In connection with such audit, Buyer shall be entitled to use an accounting firm of its own choosing, and Seller and the Company agree to cooperate with Buyer and provide Buyer with all information it reasonably requests in connection with any such audit.

SECTION 5.10 Adverse Developments. Seller shall promptly notify Buyer of any Material Adverse Change with respect to the Company and/or MTN. At Buyer's request, Seller shall keep Buyer informed of all material operational matters and business developments with respect to the business and the markets of the Company and MTN, including, without limitation, any competitive changes.

SECTION 5.11 Updated Schedules. Not less than two (2) days before the date scheduled for the Closing, Seller shall deliver to Buyer a list of any changes to the Schedules to this Agreement which are necessary to reflect any changes to such Schedules since they were originally provided to Buyer.

SECTION 5.12 Liens. No earlier than fifteen (15) days prior to the Closing Date, Seller will, at the request of Buyer, provide Buyer with sufficient information for Buyer to perform or have performed a lien search in the offices of the Secretary of State in each state where (i) the Company and/or MTN is organized, (ii) the Company and/or MTN is qualified or registered to do business and (iii) the Assets are located and in the appropriate local records of those jurisdictions where such Assets are located. At the request of Buyer, Seller will cooperate with Buyer to obtain such information and will provide Buyer with all information reasonably required in connection therewith.

SECTION 5.13 Potential Seller's Breach. Seller and the Company will promptly notify Buyer of the occurrence of any event, or the existence of any fact, of which Seller or the Company becomes aware that is not permitted by this Agreement and which results in the inaccuracy, in any material respect, of any representation or warranty of Seller or the Company in this Agreement as of any time prior to the Closing, and each of Seller and the Company will use its reasonable best efforts to cure any such matter.

SECTION 5.14 Cooperation in Preparing Audited Financial Statements.

Seller and the Company shall each cooperate and use its reasonable business efforts to cause its independent accountants for the Company and MTN to cooperate with Buyer (at Buyer's expense) and Buyer's independent accountants, in order to enable Buyer, at its cost and expense, to have its independent accountants prepare consolidated audited Financial Statements for the Company and MTN. Without limiting the generality of the foregoing, the Company and Seller agree that they will (i) consent to the use of such audited Financial Statements in any registration, proxy or information statement or other document filed by Buyer or any of its Affiliates under the Securities Act or the Securities Exchange Act of 1934, and (ii) execute and deliver, and cause their respective officers to execute and deliver, such "representation" letters as are customarily delivered in connection with audits and as Buyer's independent accountants may reasonably request under the circumstances.

ARTICLE VI
POST-CLOSING COVENANTS

The parties agree as follows with respect to the period following the Closing.

SECTION 6.1 Further Assurances. In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each party will take such commercially reasonable further action (including the execution and delivery of such further instruments and documents) as the other party reasonably may request, all at the sole cost and expense of the requesting party (unless the requesting party is entitled to indemnification therefor under Article VIII).

SECTION 6.2 Cooperation. In the event and for so long as any party actively is contesting or defending against any action, suit, proceeding, hearing, investigation, charge, complaint, claim or demand commenced or made by a third party in connection with (a) any transactions contemplated by this Agreement or (b) any fact, situation, circumstance, status, condition, activity, practice, plan, occurrence, event, incident, action, failure to act or transaction on or prior to the Closing Date involving any of the Assets or the Company's or MTN's business, the other parties will cooperate with such party and its counsel in the contest or defense, make available their personnel, and provide such testimony and access to their books and records as shall be reasonably necessary in connection with the contest or defense, all at the sole cost and expense of the contesting or defending party (unless the contesting or defending party is entitled to indemnification therefor under Article VIII). This Section 6.2 will not be applicable to disputes between the parties under this Agreement.

SECTION 6.3 Confidentiality. Buyer will treat and hold as confidential all Confidential Information concerning Seller, refrain from using any such Confidential Information and deliver promptly to Seller or destroy, at the request of Seller, all such Confidential Information in its possession. Seller will treat and hold as confidential all Confidential Information concerning Buyer, the Company and MTN, refrain from using any such Confidential Information and deliver promptly to Buyer or destroy, at the request and option of Buyer, all of such Confidential Information in its possession.

SECTION 6.4 Taxes.

(a) Seller and the Company will cause to be prepared and filed on a timely basis, all Tax Returns for the Company and MTN for any period which ends on or before the Closing Date and for which Tax Returns have not been filed as of such date. Buyer will cause to be prepared and filed on a timely basis, all Tax Returns of the Company and MTN for periods ending after the Closing Date. Seller, the Company and Buyer will cooperate fully with each other on a commercially reasonable basis and make available to each other on a commercially reasonable basis and in a timely fashion such data and other information as may reasonably be required for the preparation of any Tax Return of the Company and/or MTN for a period ending on, prior to or after and including the Closing Date and will preserve such data and other information until the expiration of any applicable limitation period under any applicable law with respect to Taxes.

(b) Seller will include the income of the Company and MTN (including any deferred income triggered into income by Treasury Regulation Section 1.1502-13 and analogous provisions of state, foreign and local income Tax laws and any excess loss accounts taken into account under Treasury Regulation Section 1.1502-19 and analogous provisions of state, foreign and local income Tax laws) on the Seller's consolidated income Tax Returns for all periods through the Closing Date and pay any income Taxes attributable to such income. The Company and MTN will furnish Tax information to Seller for inclusion in Seller's federal consolidated income Tax Return for the period which includes the Closing Date in accordance with the Company's past custom and practice. The income of the Company and MTN will be apportioned to the period up to and including the Closing Date and the period after the Closing Date by closing the books of the Company and MTN as of the end of the Closing Date, and Seller will file all Tax Returns related thereto and pay any and all Taxes resulting therefrom.

(c) Seller will allow the Company and its counsel to participate at its own expense in any audits of Seller's consolidated federal income Tax Returns for any period prior to the Closing to the extent that such returns relate to the Company and MTN, provided that Seller shall control the responses to and settlement of any such audits. Seller will not settle any issue arising in any such audit in a manner which would adversely affect Taxes of the Company and/or MTN after the Closing Date without notifying Buyer of such issue and allowing Buyer to participate in the settlement of such issue.

SECTION 6.5 Employee Benefit Issues. Buyer shall (i) as of the Closing retain all of the Company's employees and permit the Company's employees who become Buyer's employees (the "Hired Employees") and the Hired Employees' dependents to participate in its employee benefit plans to the same extent as Buyer's similarly situated employees and their dependents; (ii) give each Hired Employee credit for his or her past service with the Company for purposes of eligibility to participate under its employee benefit and other plans (without limitation of the foregoing, Buyer shall retain and continue the current vesting schedule with respect to matching contributions made by the Company for the benefit of such Hired Employees prior to the Closing under the current 401(k) plans); (iii) not subject any Hired Employee to any limitations on benefits for pre-existing conditions under its employee benefit plans, including any group health and disability plans; (iv) credit each Hired Employee with the amount of vacation time accrued by him or her with the

Company on or before the Closing Date; (v) credit each Hired Employee with up to five days of accrued but unused sick time; and (vi) credit each Hired Employee under any group health plan for any deductible amounts previously met by such Hired Employee as of the date of termination of his or her employment under any of the Company's group health plans (provided that, at Buyer's written request, sufficient verification is provided to Buyer as to the deductible amounts paid by the Hired Employees under the Company's group health plans).

SECTION 6.6 Access; Cooperation. From and after the Closing, Seller will provide Buyer, its counsel, accountants and other representatives with reasonable access to the officers, agents and accountants (including, where necessary and appropriate, the active services of such accountants) of Seller, the Company and MTN (at Buyer's sole expense), and to the written records and working papers prepared by such parties with respect to matters relating to the business and finances of the Company and MTN and shall reasonably cooperate with Buyer in its preparation of financial reports and filings with respect to the Company and MTN, including, without limitation, balance sheets for the two most recently ended fiscal years and statement of operations and cash flow for the three most recently ended fiscal years.

SECTION 6.7 MTN Minority Stockholders. Seller and the Company agree to indemnify and hold harmless Buyer from any and all Adverse Consequences suffered by Buyer as a result of any claim by the MTN Minority Stockholders related to the fairness of the consideration received by them for the MTN Minority Shares.

ARTICLE VII
CONDITIONS TO CLOSING

SECTION 7.1 Conditions to Obligation of Buyer. The obligation of Buyer to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:

(a) Seller's and the Company's representations and warranties shall be true, correct and complete in all material respects at and as of the Closing Date and the Closing;

(b) Seller and the Company shall have performed and complied in all material respects with all of its respective covenants hereunder required to be performed or complied with through the Closing;

(c) Seller and the Company shall have given all notices and procured all of the material third-party consents, authorizations and approvals (including the FCC Consent and all other consents, authorizations and approvals by Governmental Authorities and those listed in SCHEDULE 3.5) required to consummate the transactions contemplated by this Agreement and shall have obtained releases of any and all Encumbrances on the Assets (except for Permitted Encumbrances and Encumbrances reflected in the Financial Statements or SCHEDULE 3.9(B)) all in form and substance reasonably satisfactory to Buyer;

(d) no action, suit or proceeding shall be pending or threatened that involves any Governmental Authority as a party and wherein an unfavorable Order would, and no injunction shall be in effect that would, (i) prevent consummation of any of the transactions contemplated by this Agreement, (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation or (iii) affect adversely the right of Buyer to own the Shares or the shares of MTN owned by Seller at Closing (indirectly through ownership of the Shares) or conduct the Company's or MTN's business, and no such Order shall be in effect;

(e) no Material Adverse Change with respect to the Company or MTN shall have occurred during the period between the date of this Agreement and the Closing, including, without limitation, any Material change in the Assets or the condition thereof;

(f) Seller shall have delivered to Buyer a certificate to the effect that each of the conditions specified above in Sections 7.1(a) through (e) is satisfied in all respects; Seller shall have also delivered to Buyer (i) good standing certificates for each of the Company and MTN showing its good standing in its jurisdiction of organization dated within ten (10) days of the Closing Date; (ii) copies of certified resolutions of the Seller's and the Company's board of directors and shareholders approving the transaction; and (iii) copies of the current Certificate of Incorporation and Bylaws of the Company and MTN;

(g) Buyer shall have received the resignations, effective as of the Closing, of each director and officer of the Company;

(h) Stock certificates representing the Shares, duly endorsed in blank or accompanied by stock transfers duly executed in blank, and certificates representing the shares of MTN owned by the Company at Closing shall have been delivered by Seller to Buyer;

(i) Seller shall have delivered to Buyer a duly executed agreement in the form set forth on SCHEDULE 7.1(I);

(j) Seller shall have delivered to Buyer a duly executed agreement in the form set forth on SCHEDULE 7.1(J) pursuant to which ICG Communications, Inc.
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stands behind the obligations of Seller under this Agreement, including an indemnification unlimited in time and amount as to the obligations of Seller under Section 2.6(b);

(k) Seller shall have, at its option, either (i) caused all existing unvested stock options to purchase shares of Common Stock of ICG Communications, Inc. held by employees of the Company to have fully vested in accordance with the terms of the stock options plans pursuant to which such options are outstanding or (ii) agreed to pay to the employees of the Company holding such unvested options promptly after the Closing Date an aggregate amount equal to the difference in the exercise price of such unvested options and the closing price of the Common Stock of ICG Communications, Inc. as of the Closing Date;

(l) Seller shall have obtained all necessary consents to assignment of the Contracts listed on SCHEDULE 3.5;

(m) Counsel for the Seller and the Company shall have delivered opinions in the form set forth on SCHEDULE 7.1(M);

(n) All Intercompany Indebtedness shall have been retired and no Intercompany Indebtedness shall exist as of the Closing;

(o) The Pre-Closing Audit shall not have demonstrated the inaccuracy, in any material respect, of any of the representations and warranties made by the Seller and the Company to the Buyer in this Agreement;

(p) The changes to the Schedules delivered to Buyer by Seller pursuant to Section 5.11 shall not have, in any material respect, changed in a manner adverse to the Buyer any of the representations and warranties made by the Seller and the Company to the Buyer in this Agreement;

(q) Seller and the Company shall have delivered and caused MTN to deliver, to Buyer such other instruments, certificates and documents as are reasonably requested by Buyer in order to consummate the transactions contemplated by this Agreement, all in form and substance reasonably satisfactory to Buyer; and

(r) All agreements and understandings between Seller and the Company entered into prior to the Closing other than those pursuant to or contemplated by the terms of this Agreement shall be terminated, and all claims of the Company and MTN against Seller and its Affiliates and by Seller and its Affiliates against the Company and MTN arising prior to Closing shall be released, such termination and release to be in the form set forth on SCHEDULE 7.1(R).

Buyer, in its sole discretion, may waive any condition specified in this Section 7.1 at or prior to the Closing.

SECTION 7.2 Conditions to Obligation of Seller. The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to satisfaction of the following conditions:

(a) Buyer's representations and warranties shall be correct and complete in all material respects at and as of the Closing Date and the Closing;

(b) Buyer shall have performed and complied in all material respects with all of its covenants hereunder required to be performed or complied with through the Closing;

(c) Buyer shall have delivered to Seller a certificate to the effect that each of the conditions specified above in Sections 7.2(a) and (b) is satisfied in all respects;

(d) Buyer shall have paid and delivered the amounts to be delivered pursuant to Section 2.2;

(e) no action, suit or proceeding shall be pending or threatened that involves any Governmental Authority as a party and wherein an unfavorable Order would, and no injunction shall be in effect that would, (i) prevent consummation of any of the transactions contemplated by this Agreement or (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, and no such Order shall be in effect and all necessary consents, authorizations and approvals by Governmental Authorities shall have been obtained;

(f) Buyer shall have delivered to Seller an agreement in the form set forth on SCHEDULE 7.2(G) pursuant to which American Tower Corporation stands behind the obligations of Buyer under this Agreement; and

(g) Buyer shall have delivered to Seller such other documents as are reasonably requested by Seller in order to consummate the transactions contemplated by this Agreement, all in form and substance reasonably satisfactory to Seller.

Seller, in its sole discretion, may waive any condition specified in this Section 7.2 at or prior to the Closing.

ARTICLE VIII
REMEDIES FOR BREACHES OF THIS AGREEMENT

SECTION 8.1 Indemnification Provisions for Benefit of Buyer. If this Agreement is not terminated prior to the Closing in accordance with Article IX, and Seller or the Company breaches (a) any of its representations or warranties contained herein, and Buyer gives notice thereof to Seller within the applicable Survival Period or (b) any covenants or agreements of Seller or the Company contained herein and Buyer gives notice thereof to Seller, then, subject to Section 8.6, Seller will indemnify and hold harmless Buyer, its officers, directors, shareholders, partners, members, agents, employees, affiliates, successors and assigns (collectively the "Buyer Indemnitees") from and against any Adverse Consequences the Buyer Indemnitees suffer as a proximate result of any of the foregoing regardless of whether the Adverse Consequences are suffered during or after any applicable Survival Period.

SECTION 8.2 Indemnification Provisions for Benefit of Seller. If this Agreement is not terminated prior to the Closing in accordance with Article IX, and Buyer breaches (a) any of its representations or warranties contained herein, and Seller gives notice of a claim for indemnification against Buyer within the applicable Survival Period, or (b) Buyer breaches any of its covenants or agreements contained herein and Seller gives notice thereof to Buyer, then, subject to Section 8.6, Buyer will indemnify and hold harmless Seller, its officers, directors, shareholders, partners, members, agents, employees, affiliates, successors and assigns (collectively the "Seller Indemnitees") from and against any Adverse Consequences the Seller Indemnitees suffer as a proximate result of the breach or alleged breach, regardless of whether the Adverse Consequences are suffered during or after the applicable Survival Period.

SECTION 8.3 Matters Involving Third Parties.

(a) If any Person not a party to this Agreement (including, without limitation, any Governmental Authority) notifies any party (the "Indemnified Party") with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against any other party (the "Indemnifying Party"), then the Indemnified Party will notify each Indemnifying Party thereof in writing within 15 days after receiving such notice. No delay on the part of the Indemnified Party in notifying any Indemnifying Party will relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced by such delay.

(b) Any Indemnifying Party will have the right, at its sole cost and expense, to defend the Indemnified Party against the Third Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party so long as (i) the Indemnifying Party notifies the Indemnified Party in writing within 10 days after the Indemnified Party has given notice of the Third Party Claim that the Indemnifying Party will indemnify the Indemnified Party from and against any Adverse Consequences for which the Indemnified Party is entitled to indemnification, (ii) the Third Party Claim involves only money damages and does not seek an injunction or other equitable relief, and (iii) the Indemnifying Party conducts the defense of the Third Party Claim actively and diligently. At any time that the Indemnifying Party is entitled to conduct the defense of the Third Party Claim in accordance with this Section 8.3(b), the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim. In the event any of the conditions in Section 8.3(b) is or becomes unsatisfied, the Indemnified Party may defend against the Third Party Claim so long as the Indemnified Party conducts the defense of the Third Party Claim actively and diligently.

(c) At any time that a party is defending a Third Party Claim, no party will consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without obtaining (A) an entry of dismissal, with prejudice, (B) the full and unconditional release of the other parties from all liability in respect of such Third Party Claim and (C) the prior written consent of the other parties (not to be unreasonably withheld). The Buyer Indemnitees shall not be required to refrain from paying any claim that has matured by a court judgment or decree, unless an appeal is duly taken therefrom and execution thereof has been stayed, nor shall the Buyer Indemnitees be required to refrain from paying any claim where the delay in paying such claim would result in the foreclosure of a lien upon any of the property or Assets then held by the Buyer Indemnitees.

(d) If the Indemnified Party has the right to and is in fact defending the Third Party Claim, the Indemnifying Party will reimburse the Indemnified Party promptly and periodically for the costs of defending against the Third Party Claim (including reasonable attorneys' fees and expenses), and the Indemnifying Party will remain responsible for any Adverse Consequences for which the Indemnified Party is entitled to indemnification.

SECTION 8.4 Survival. The representations and warranties made in this Agreement or in any certificate, agreement or other document delivered pursuant to this Agreement or in connection with this Agreement will survive the Closing Date for a period of two (2) years from the Closing Date, except that (a) the representations and warranties of Seller set forth in the second sentence of Section 3.2 will survive the Closing Date indefinitely, (b) the representations, warranties and covenants of Seller in Sections 2.6 and 3.8 will survive until the date that is 90 days after the date that relevant Governmental Authorities shall no longer be entitled to assess liability for Taxes for any current or prior Tax period, and (c) the representations and warranties set forth in Section 3.16 will survive the Closing Date for a period of three (3) years from the Closing Date. No party will have any obligation to indemnify any Person pursuant to this Agreement with respect to any breach of a representation or warranty unless a specific claim has been validly made under this Agreement on or prior to the expiration of the applicable Survival Period set forth above. The covenants and agreements of Seller and Buyer made in Article VI, and the provisions of Articles VIII and X will survive the Closing Date indefinitely, except as otherwise specifically provided herein.

SECTION 8.5 Limitations.

(a) If the Closing occurs, the indemnification provisions of this Article VIII will constitute the exclusive remedy by any party against any other party arising by virtue of a breach of any agreement, representation, warranty, or covenant under this Agreement. If the Closing does not occur, the remedies set forth in Section 9.2 will be the exclusive remedies of the parties for a breach of any agreement, representation, warranty or covenant under this Agreement.

(b) Notwithstanding any provision in this Agreement to the contrary and excluding each party's indemnification obligations for Third Party Claims, in no event will Buyer, on the one hand, or Seller, on the other hand, be liable to the other for amounts attributable to consequential, special, speculative or punitive damages.

SECTION 8.6 Basket and Ceiling.

(a) Excluding any Adverse Consequences suffered by Buyer as a result of Seller's and/or the Company's breach of the representations, warranties or covenants set forth in Sections 2.6, 3.8 or 6.4, neither Buyer nor Seller nor the Company will be entitled to indemnification from the other party under this Agreement unless and until, and then solely to the extent that, the aggregate amount of Adverse Consequences that the indemnified party would otherwise be entitled to assert under this Agreement exceeds Five Hundred Thousand Dollars ($500,000) (the "Basket Amount"). When the aggregate amount of such Adverse Consequences exceeds the Basket Amount, the indemnified party will be entitled to indemnification under Section 8.1, Section 8.2 or Section 8.3, as applicable, for all Adverse Consequences in excess of the Basket Amount up to the Ceiling Amount (as defined below).

(b) Subject to Section 8.6(a), Seller and the Company will be required to indemnify Buyer under this Agreement for all Adverse Consequences suffered as a result of the breach of any of the representations, warranties or covenants set forth in Article III or elsewhere in this Agreement, other than the representations, warranties or covenants of Seller and/or the Company set forth in any of Sections 2.6, 3.2, 3.8, 3.16 and 6.4, only in an amount, in the aggregate for all or any of such breaches, not to exceed Twenty-Five Million Dollars ($25,000,000) (the "Ceiling Amount").

(c) Subject to Section 8.6(a) (but not subject to the Ceiling Amount), Seller and the Company will be required to indemnify Buyer under this Agreement for all Adverse Consequences suffered as a result of one or more breaches of the representations, warranties and covenants set forth in Sections 2.6, 3.2, 3.8, 3.16 and 6.4 in an amount, in the aggregate for all or any of such breaches, not to exceed the Purchase Price.

(d) Subject to Section 8.6(a), Buyer will be required to indemnify Seller under this Agreement for all Adverse Consequences suffered as a result of one or more breaches of the representations, warranties, covenants or agreements set forth in this Agreement only in an amount, in the aggregate for all or any of such breaches, not to exceed the Ceiling Amount.

ARTICLE IX
TERMINATION

SECTION 9.1 Termination of Agreement. The parties may terminate this Agreement as provided in this Section 9.1:

(a) Buyer and Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;

(b) Buyer may terminate this Agreement by giving written notice to Seller at any time prior to the Closing (i) in the event Seller has breached any agreement, representation, warranty or covenant contained in this Agreement in any material respect, Buyer has notified Seller of the breach, and the breach has not been cured within 30 days after the notice of breach (unless the breach by Seller has resulted primarily from Buyer breaching any representation, warranty or covenant contained in this Agreement in any material way); or (ii) if the Closing has not occurred on or before 120 days (or 180 days in the case of a condition precedent relating to the FCC Consent) following the date of this Agreement because of the failure of any condition precedent to Buyer's obligations to consummate the Closing; or

(c) Seller may terminate this Agreement by Seller giving written notice to Buyer at any time prior to the Closing (i) if Buyer has breached any agreement, representation, warranty or covenant contained in this Agreement in any material respect, Seller has notified Buyer of the breach, and the breach has not been cured within 30 days after the notice of breach (unless breach by Buyer has resulted primarily from Seller breaching any agreement, representation, warranty or covenant contained in this Agreement in any material way) or (ii) if the Closing has not occurred on

or before 120 days (or 180 days in the case of a condition precedent relating to the FCC Consent) following the date of this Agreement because of the failure of any condition precedent to Seller's obligations to consummate the Closing.

SECTION 9.2 Effect of Termination.

(a) In the event this Agreement is terminated by a party pursuant to Section 9.1(b)(i) or (c)(i), Buyer and Seller will be entitled to the following remedies which remedies will constitute the sole and exclusive remedies of Buyer and Seller, as the case may be:

(i) If Buyer terminates this Agreement under Section 9.1(b)(i), Buyer shall be entitled to pursue any and all remedies available to it at law or in equity, including without limitation the remedy of specific performance (subject to Section 8.6).

(ii) If Seller terminates this Agreement under Section 9.1(c)(i), Seller may elect either (A) to retain the Escrow Deposit as liquidated damages or (B) to pursue any and all remedies available to it at law or in equity, including without limitation the remedy of specific performance (subject to Section 8.6).

(b) The provisions of Article VIII, this Section 9.2, Section 9.3 and Article X will survive the termination of this Agreement under this Article IX.

SECTION 9.3 Confidentiality. If this Agreement is terminated, each party will treat and hold as confidential all Confidential Information concerning the other parties which it acquired from such other parties in connection with this Agreement and the transactions contemplated by this Agreement, and upon the request of Buyer or Seller, as applicable, Buyer, Seller and the Company will return to the other all such Confidential Information within its possession.

ARTICLE X
MISCELLANEOUS

SECTION 10.1 No Third-Party Beneficiaries. This Agreement will not confer any rights or remedies upon any Person other than the parties and their respective successors and permitted assigns.

SECTION 10.2 Entire Agreement. This Agreement (including the SCHEDULES and documents referred to herein) constitutes the entire agreement among the parties and supersedes any prior understandings, agreements or representations by or among the parties, written or oral, to the extent they relate in any way to the subject matter hereof.

SECTION 10.3 Succession and Assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement or any of his or her rights, interests or obligations hereunder without the prior written approval of the other party; provided, however, that Seller or Buyer may assign to an Affiliate, by prior written notice to the other party as permitted by law, its rights under this

Agreement, but not its obligations, including, in the case of Buyer, its obligation to pay the Purchase Price.

SECTION 10.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. The execution of a counterpart of the signature page to this Agreement will be deemed the execution of a counterpart of this Agreement. The delivery of this Agreement may be made by facsimile, and facsimile signatures shall be treated as original signatures for all applicable purposes.

SECTION 10.5 Headings, Terms. The section headings contained in this Agreement are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement. Terms used with initial capital letters will have the meanings specified, applicable to both singular and plural forms, for all purposes of this Agreement. All pronouns (and any variation) will be deemed to refer to the masculine, feminine or neuter, as the identity of the Person may require. The singular or plural includes the other, as the context requires or permits. The word include (and any variation) means including without limitation and is used in an illustrative sense rather than a limiting sense. The word day means a calendar day. All references to "Dollars" or "$" are to United States dollars.

SECTION 10.6 Notices. All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if it is sent by registered or certified mail, return receipt requested, postage prepaid, or by courier, telecopy or facsimile, and addressed to the intended recipient as set forth below:

If to Seller:

c/o ICG Holdings, Inc.
161 Inverness Drive West
Englewood, Colorado 80112
Attn: H. Don Teague
Executive Vice President
Telecopy: (303) 414-8839

If to Buyer to:

ATC Teleports, Inc.
116 Huntington Avenue
Boston, Massachusetts 02116
Attn: Michael Milsom
Telecopy: 617-375-7575

with a copy to:

Cooley Godward, LLP
2002 Edmund Halley Drive, Suite 300
Reston, Virginia 20191-3436
Attn: Joseph W. Conroy

Notices will be deemed given four days after mailing if sent by certified mail, when delivered if sent by courier, and upon receipt of confirmation by person or machine if sent by telecopy or facsimile transmission. Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

SECTION 10.7 Governing Law. This Agreement will be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

SECTION 10.8 Amendments and Waivers. No amendment of any provision of this Agreement shall be valid unless the same is in writing and signed by Buyer and Seller. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence, and no waiver will be effective unless set forth in writing and signed by the party against whom such waiver is asserted.

SECTION 10.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

SECTION 10.10 Expenses. Buyer shall bear its own costs and expenses incurred either before or after the date of this Agreement in connection with this Agreement or the transactions contemplated by this Agreement, and (b) Seller will bear all costs and expenses incurred by it before or after the date of this Agreement in each case in connection with this Agreement or the transactions contemplated by this Agreement. The parties will share equally all filing fees payable to any Governmental Authority in connection with this Agreement and the transactions contemplated herein.

SECTION 10.11 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. The parties intend that each representation, warranty and covenant

contained herein will have independent significance. If any party breaches any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached will not detract from or mitigate the fact that the party is in breach of the first representation, warranty or covenant.

SECTION 10.12 Incorporation of Schedules. The SCHEDULES identified in this Agreement are incorporated herein by reference and made a part hereof.

SECTION 10.13 Attorneys' Fees. If any party initiates any litigation against any other party involving this Agreement, the prevailing party in such action shall be entitled to receive reimbursement from the other party for all reasonable attorneys' fees and other costs and expenses incurred by the prevailing party in respect of that litigation, including any appeal, and such reimbursement may be included in the judgment or final order issued in that proceeding.

SECTION 10.14 Counsel. Each party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including, but not limited to, any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party whose counsel drafted that provision.

SECTION 10.15 Time of the Essence. Time is of the essence with respect to every provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUYER:

ATC TELEPORTS, INC.

By: /s/ MICHAEL B. MILSOM
Name: Michael B. Milsom
Title: Vice President

SELLER:

ICG HOLDINGS, INC.

By: /s/ DON TEAGUE
Name: Don Teague
Title: Executive Vice President

THE COMPANY:

ICG SATELLITE SERVICES, INC.

By: /s/ DON TEAGUE

Name: Don Teague

Title: Vice President

THIS SCHEDULE CONTAINS SUMMARY FINANCIAL INFORMATION EXTRACTED FROM THE AMERICAN TOWER CORPORATION AND SUBSIDIARIES JUNE 30, 1999 CONSOLIDATED FINANCIAL STATEMENTS AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH CONSOLIDATED FINANCIAL STATEMENTS.

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Exhibit 99.1

[AMERICAN TOWER LOGO APPEARS HERE]

ATC Contact: Anne Alter, Director of Investor Relations
Telephone: (617) 375-7500

AirTouch Contact: Jonathan Marshall, Director, Corporate Communications
Telephone: (415) 658-2209

FOR IMMEDIATE RELEASE

American Tower Corporation Acquires the Sublease Rights to 2,100 Towers from AirTouch and Enters into Exclusive Three-Year Build-To-Suit Agreement

Boston, Massachusetts - August 9, 1999 - American Tower Corporation (NYSE: AMT) today announced the signing of a definitive agreement with AirTouch Communications, Inc., a unit of Vodafone AirTouch Plc (NYSE: VOD), the world's largest wireless company, to acquire the rights to approximately 2,100 communications towers through a master sublease agreement. Additionally, American Tower will enter into an exclusive three-year build-to-suit agreement that is estimated to produce 400-500 new communications towers. The consideration for the transaction includes $800 million in cash, based on 2,100 towers, plus a five-year warrant to purchase 3 million American Tower shares at $22 dollars per share.

This transaction provides American Tower with a significant network of communications towers, covering most of Airtouch's markets, which are located in the western, midwestern, southwestern, and southeastern United States. These towers have significant upside potential: theya are in strategic locations, they average about 150 feet in height, are relatively new structures with an average age of 5 years, and have significant available capacity to accommodate future expansion needs.

Steve Dodge, Chairman and Chief Executive Officer of American Tower stated, "We are thrilled to have entered into this relationship with Vodafone AirTouch, the world's largest wireless communications company. We competed vigorously for this business because it adds a large complement of desirable towers to our rapidly emerging national portfolio, and it allows us to build many more towers in the coming years through an exclusive build to suit agreement with AirTouch. Further, and of critical importance to us, we see in AirTouch a very well run company and a management team with whom we can work effectively.

Arun Sarin, CEO of Vodafone AirTouch's U.S. Asia Pacific region, said, "AirTouch is very pleased to establish this strategic relationship with American Tower. Throughout our discussions we have seen that American mirrors AirTouch's focus on quality and service. This transaction will allow us to reallocate capital to our core business assets, increase our future capital efficiency, and improve our network deployment options."

The deal is expected to close incrementally beginning in the first quarter of 2000, after any necessary consents are obtained. Lehman Brothers served as AirTouch's exclusive financial advisor in this transaction.

American Tower will host a conference call on Monday, August 9, 1999 at 11:30 a.m. Eastern to discuss this transaction. The call will be hosted by Steve Dodge, Chief Executive Officer, who will be joined by Joe Winn, Chief Financial Officer. The dial-in numbers are US: 800-260-0712, international: 612-332-0345, no access codes required. A replay of the call will be available from 3:30 p.m. Eastern Monday, August 9, 1999 until 11:59 p.m. Eastern Monday, August 16, 1999. The replay dial-in numbers are US: 800-475-6701, and