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, 2001.

[_] 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 1, 2001
Class A Common Stock	180,854,646
Class B Common Stock	8,001,769
Class C Common Stock	2,267,813
Total	191,124,228

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, 2001	December 31, 2000
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 440,842	$ 82,038
Restricted cash and investments	119,757	46,036
Short-term investments	114,723	
Accounts receivable, net of allowance for doubtful accounts of $28,450 and $19,809, respectively	197,842	194,011
Prepaid and other current assets	64,442	42,377
Inventories	61,401	47,872
Cost and earnings in excess of billings on uncompleted contracts and unbilled receivables	56,057	43,652
Deferred income taxes	15,175	15,166
Total current assets	1,070,239	471,152
Property and equipment, net	2,912,155	2,296,670
Goodwill and other intangible assets, net	2,565,633	2,505,681
Deferred income taxes	198,708	140,395
Other long-term assets	255,663	246,781
Total	$7,002,398	$5,660,679
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term obligations	$ 10,921	$ 11,178
Accounts payable and accrued expenses	154,431	161,337
Accrued tower construction costs	27,251	45,315
Accrued interest	65,877	31,708
Billings in excess of costs on uncompleted contracts and unearned revenue	54,340	48,248
Total current liabilities	312,820	297,786
Long-term obligations	3,579,567	2,457,045
Other long-term liabilities	41,753	12,472
Total liabilities	3,934,140	2,767,303
Minority interest in subsidiaries	6,015	16,346
COMMITMENTS AND CONTINGENCIES		
STOCKHOLDERS' EQUITY:		
Preferred Stock; $0.01 par value; 20,000,000 shares authorized; no shares issued or outstanding		
Class A Common Stock; $0.01 par value; 500,000,000 shares authorized; 180,982,577 and 170,180,549 shares issued, 180,837,980 and 170,035,952 shares outstanding, respectively	1,810	1,701
Class B Common Stock; $0.01 par value; 50,000,000 shares authorized; 8,018,435 and 8,095,005 shares issued and outstanding, respectively	80	81
Class C Common Stock; $0.01 par value; 10,000,000 shares authorized; 2,267,813 shares issued and outstanding	23	23
Additional paid-in capital	3,551,063	3,174,622
Accumulated other comprehensive loss	(15,889)	
Accumulated deficit	(470,504)	(295,057)
Less: Treasury stock (144,597 shares at cost)	(4,340)	(4,340)
Total stockholders' equity	3,062,243	2,877,030
Total	$7,002,398	$5,660,679

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,	
	2001	2000	2001	2000
REVENUES:				
Rental and management	$ 106,493	$ 63,233	$ 197,704	$ 116,940
Network development services	100,429	74,026	206,943	112,178
Satellite and fiber network access services	56,046	29,788	120,789	53,446
Total operating revenues	262,968	167,047	525,436	282,564
OPERATING EXPENSES:				
Operating expenses excluding depreciation and amortization, development and corporate general and administrative expenses:				
Rental and management	51,547	31,290	97,137	59,782
Network development services	88,083	65,127	184,581	97,327
Satellite and fiber network access services	57,801	23,242	114,114	42,258
Depreciation and amortization	103,956	67,093	198,955	122,291
Development expense	2,557	4,196	5,302	5,184
Corporate general and administrative expense	6,407	3,084	11,534	6,515
Total operating expenses	310,351	194,032	611,623	333,357
LOSS FROM OPERATIONS	(47,383)	(26,985)	(86,187)	(50,793)
OTHER INCOME (EXPENSE):				
Interest expense	(70,061)	(38,437)	(136,740)	(70,587)
Interest income and other, net	4,451	3,851	12,858	6,437
Interest income, TV Azteca, net	3,582	3,155	7,120	5,463
Loss on investment in US Wireless	(22,226)		(22,226)	
Note conversion expense		(16,968)		(16,968)
Minority interest in net (earnings) losses of subsidiaries	61	(22)	3	(58)
Total other expense	(84,193)	(48,421)	(138,985)	(75,713)
LOSS BEFORE INCOME TAXES AND EXTRAORDINARY LOSSES	(131,576)	(75,406)	(225,172)	(126,506)
INCOME TAX BENEFIT	27,636	16,774	49,725	30,214
LOSS BEFORE EXTRAORDINARY LOSSES	(103,940)	(58,632)	(175,447)	(96,292)
EXTRAORDINARY LOSSES ON EXTINGUISHMENT OF DEBT, NET OF INCOME TAX BENEFIT OF $2,892				(4,338)
NET LOSS	$(103,940)	$(58,632)	$(175,447)	$(100,630)
BASIC AND DILUTED LOSS PER COMMON SHARE AMOUNTS				
Loss before extraordinary losses	$ (0.54)	$ (0.36)	$ (0.93)	$ (0.60)
Extraordinary losses				(0.03)
NET LOSS	$ (0.54)	$ (0.36)	$ (0.93)	$ (0.63)
WEIGHTED AVERAGE COMMON SHARES OUTSTANDING	190,755	161,021	188,976	158,768

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,	
	2001	2000
CASH FLOWS USED FOR OPERATING ACTIVITIES		
Net loss	$(175,447)	$ (100,630)
Non-cash items reflected in statement of operations (primarily depreciation and amortization)	193,400	108,622
Increase in current assets	(53,142)	(114,629)
Increase in current liabilities	294	63,929
Cash used for operating activities	(34,895)	(42,708)
CASH FLOWS USED FOR INVESTING ACTIVITIES:		
Payments for purchase of property and equipment and construction activities	(301,435)	(196,151)
Payments for acquisitions, net of cash acquired	(505,823)	(1,005,206)
Deposits, investments and other	(145,647)	(87,931)
Cash used for investing activities	(952,905)	(1,289,288)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings under credit facilities	165,000	1,377,500
Proceeds from senior notes offering	1,000,000	
Proceeds from convertible notes offering		450,000
Repayment of notes payable and credit facilities	(75,181)	(495,829)
Net proceeds from equity offerings and stock options	365,684	531,054
Deferred financing costs, restricted cash and investments and other	(108,899)	(37,183)
Cash provided by financing activities	1,346,604	1,825,542
NET INCREASE IN CASH AND CASH EQUIVALENTS	358,804	493,546
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD	82,038	25,212
CASH AND CASH EQUIVALENTS, END OF PERIOD	$ 440,842	$ 518,758
CASH PAID FOR INCOME TAXES	$ 1,699	$ 1,271
CASH PAID FOR INTEREST	$ 110,494	$ 45,664
NON-CASH TRANSACTIONS:		
Issuance of common stock, warrants and options for acquisitions	$ 7,077	$ 119,197
Treasury stock transactions		2,752
Note conversion transaction		153,368
TV Azteca transaction		25,819
Capital leases	28,339	3,448
Note receivable converted to investment	7,687	

See notes to condensed consolidated financial statements.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS--Unaudited

1. Basis of Presentation and Accounting Policies

The accompanying condensed consolidated financial statements have been prepared by American Tower Corporation (the Company) 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 and reflect all adjustments (consisting only 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 2000 Annual Report on Form 10-K.

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 loss per common share has been computed by dividing the Company's net loss by the weighted average number of common shares outstanding during the period. Diluted per share amounts are computed by adjusting the weighted average number of common shares for dilutive potential common shares outstanding during the period, if any. In computing diluted per share amounts, the Company uses the treasury stock method, whereby unexercised options and warrants are assumed to be exercised at the beginning of the period or at issuance, if later. The assumed proceeds are then used to purchase common shares at the average market price during the period. Shares issuable upon exercise of options, warrants and other dilutive securities have been excluded from the computation of diluted loss per common share as the effect is anti-dilutive. Had options, warrants and other dilutive securities been included in the computation, weighted average shares for the diluted computation would have increased by approximately 32.5 million and 42.3 million for the three months ended June 30, 2001 and 2000, respectively, and 34.2 million and 41.6 million for the six months ended June 30, 2001 and 2000, respectively.

Short-Term Investments--Amounts included in short-term investments include commercial paper, certificates of deposit and marketable debt securities with maturity dates in excess of three-months from the date of purchase. Commercial paper, certificates of deposit and marketable debt securities that the Company has the positive intent and ability to hold to maturity are classified as "held-to-maturity" and reported at cost. Marketable debt securities that are not classified as held-to-maturity are classified as "available-for-sale" and reported at fair value, with unrealized gains and losses excluded from earnings and reported as a separate component of other comprehensive income.

Recent Accounting Pronouncements--On January 1, 2001, the Company adopted the provisions of SFAS No. 133 "Accounting for Derivative Instruments and Hedging Activities". This statement establishes accounting and reporting standards for derivative instruments. Specifically, it requires that an entity recognize all derivatives as either assets or liabilities on the balance sheet at fair value. The accounting for changes in the fair market value of a derivative (that is unrealized gains or losses) is recorded as a component of an entity's net income or other comprehensive income, depending upon designation (as defined in the statement). Such adoption resulted in a charge to other comprehensive income of $7.9 million, net of tax, from the cumulative effect of adopting this standard.

The Company is exposed to interest rate risk relating to variable interest rates on its credit facilities. As part of its overall strategy to manage the level of exposure to the risk of interest rate fluctuations, the Company uses interest rate swaps, caps and collars, which qualify and are designated as cash flow hedges. The Company also uses swaptions to manage interest rate risk, which have not been designated as cash flow hedges.

During the six months ended June 30, 2001, the Company recorded an unrealized loss, excluding the charge for the cumulative effect of adopting SFAS No. 133, of approximately $7.9 million (net of a tax benefit of

approximately $4.2 million) in other comprehensive loss for the change in fair value of cash flows hedges and amounts reclassifed into results of operations. Hedge ineffectiveness resulted in a loss of approximately $1.0 million for the six months ended June 30, 2001 and was recorded in "interest income and other, net". The Company records the changes in fair value of its derivative instruments that are not accounted for as hedges in "interest income and other, net". At June 30, 2001 the fair value of the Company's derivative instruments represented a liability of approximately $25.8 million and is included in "other long-term liabilities". The Company estimates that approximately $7.0 million of net derivative losses included in other comprehensive loss will be reclassified into the statement of operations within the next twelve months.

In June 2001, SFAS No. 141, "Business Combinations" was approved by the Financial Accounting Standards Board (FASB). SFAS No.141 requires that the purchase method of accounting be used for all business combinations initiated after June 30, 2001. Goodwill and certain intangible assets will remain on the balance sheet and not be amortized. On an annual basis, and when there is reason to suspect that their values have been diminished or impaired, these assets must be tested for impairment, and write-downs may be necessary. The Company has not determined the impact, if any, that this statement will have on its consolidated financial position or results of operations.

In June 2001, SFAS No. 142, "Goodwill and Other intangible Assets" was approved by the FASB. SFAS No. 142 changes the accounting for goodwill from an amortization method to an impairment-only approach. Amortization of goodwill, including goodwill recorded in past business combinations, will cease upon adoption of this statement. The Company is required to implement SFAS No. 142 on January 1, 2002 and it has not determined the impact that this statement will have on its consolidated financial position or results of operations.

Reclassifications--Certain reclassifications have been made to the 2000 condensed consolidated financial statements and related notes to conform to the 2001 presentation.

2. 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.

3. Inventories

Inventories are stated at the lower of cost or market, with cost being determined on the first-in, first-out (FIFO) basis. The components of inventories are as follows (in thousands):

	June 30, 2001	December 31, 2000
Finished goods	$ 35,392	$25,947
Raw materials	23,378	20,887
Work in process	2,631	1,038
Total	$ 61,401	$47,872

4. Acquisitions

General--The acquisitions consummated during the six month period ended June 30, 2001 have been accounted for by the purchase method of accounting. The purchase prices have been allocated to the net assets acquired, principally intangible and tangible assets, and the liabilities assumed based on their estimated fair values 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 of 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 Company's consolidated results of operations.

During the six month period ended June 30, 2001, the Company acquired various communication sites and related businesses and satellite and fiber network access service assets for an aggregate preliminary purchase price of approximately $512.3 million. The total purchase price includes the payment of $505.2 million in cash and the issuance of 342,069 shares of Class A common stock valued at approximately $7.1 million. Included in the above are amounts paid by the Company in connection with our agreement with ALLTEL. The following summarizes the ALLTEL transaction to date.

ALLTEL transaction--In December 2000, the Company entered into an agreement to acquire the rights from ALLTEL to up to 2,193 communications towers through a fifteen-year sublease agreement. Under the agreement, the Company will sublease these towers for cash consideration of up to $657.9 million. ALLTEL also granted the Company the option to sublease approximately 200 additional towers (to be selected by the Company on a site-by-site basis) for cash consideration of up to $300,000 per tower. Under the agreement, the Company has the option to purchase the towers at the end of the fifteen-year term. In the second quarter of 2001, the Company subleased 869 towers and paid ALLTEL $260.7 million in cash. In addition, early in the third quarter, the Company subleased 435 towers and paid ALLTEL $130.5 million in cash. The remaining closings are expected to occur during the balance of 2001.

The following unaudited pro forma summary for the six months ended June 30, 2001 and 2000 presents the condensed consolidated results of operations as if all of the acquisitions closing prior to June 30, 2001 (as referred to above) had occurred as of January 1, 2000, after giving effect to certain adjustments, including depreciation and amortization and interest expense on 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, 2000 or of results which may occur in the future.

	Six Months Ended June 30, 2001	Six Months Ended June 30, 2000
	In thousands, except per share data:	
Revenues	$ 536,003	$ 298,346
Net loss before extraordinary losses	$(184,573)	$(114,863)
Net loss	$(184,573)	$(119,201)
Basic and diluted loss per common share before extraordinary losses	$ (0.98)	$ (0.72)
Basic and diluted loss per common share	$ (0.98)	$ (0.75)

As of January 1, 2000 the Company had recorded a liability of approximately $1.2 million related primarily to contractual obligations assumed in its acquisition of towers from AT&T. During the six month period ended June 30, 2001 the Company recorded an additional liability of approximately $7.4 million related to contractual obligations assumed in connection with its acquisition of Interpacket Networks, Inc. During the six months ended June 30, 2001 the Company recorded charges against these liabilities of approximately $1.9 million. In addition, the Company reversed approximately $1.9 million related to these liabilities against goodwill and other intangible assets. As of June 30, 2000 the Company has a remaining liability of approximately $4.8 million all of which is related to contractual obligations assumed in the Interpacket Networks, Inc. acquisition.

Since July 1, 2001 (excluding the ALLTEL transaction discussed above), the Company has consummated several acquisitions for an aggregate preliminary purchase price of $5.5 million. In addition, the Company is party to various agreements, including the remaining portions of the ALLTEL transaction (not disclosed above), relating to the acquisition of assets and businesses from third parties for an estimated aggregate cost of approximately $329.1 million. Such transactions are subject to the satisfaction of customary closing conditions, which are expected to be met during the balance of 2001.

The Company is also pursuing the acquisition of other properties and businesses in new and existing locations, although we have not entered into any definitive material agreements with respect to such acquisitions.

5. Business Segments

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

The accounting policies applied in compiling segment information below are similar to those described in the Company's 2000 Annual Report on Form 10-K. In evaluating financial performance, management focuses on operating profit (loss), excluding depreciation and amortization, development and corporate general and administrative expenses. This measure of operating profit (loss) is also before interest income and other, net, interest expense, loss on investment in US Wireless, note conversion expense, minority interest in net earnings of subsidiaries, income taxes and extraordinary losses. For reporting purposes, the RM segment includes interest income-TV Azteca, net.

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 reported segment revenues are generated from external customers.

Summarized financial information concerning the Company's reportable segments as of and for the three and six months ended June 30, 2001 and 2000 is shown in the following table (in thousands). The "Other" column below represents amounts excluded from specific segments such as income taxes, extraordinary losses, corporate general and administrative expense, development expense, depreciation and amortization, loss on investment in US Wireless, note conversion expense, minority interest in net earnings of subsidiaries and interest. In addition, "Other" includes corporate assets such as cash and cash equivalents, short-term investments, restricted cash and investments, tangible and intangible assets and income tax accounts which have not been allocated to specific segments.

Three Months Ended June 30,	RM	Services	SFNA	Other	Total
2001					
Revenues	$ 106,493	$100,429	$ 56,046		$ 262,968
Operating profit (loss)	58,528	12,346	(1,755)	$ (173,059)	(103,940)
Assets	4,533,458	774,161	656,386	1,038,393	7,002,398
2000					
Revenues	$ 63,233	$ 74,026	$ 29,788		$ 167,047
Operating profit (loss)	35,098	8,899	6,546	$ (109,175)	(58,632)
Assets	3,144,124	522,926	307,161	1,114,133	5,088,344

Six Months Ended June 30,	RM	Services	SFNA	Other	Total
2001					
Revenues	$ 197,704	$206,943	$120,789		$ 525,436
Operating profit (loss)	107,687	22,362	6,675	$ (312,171)	(175,447)
Assets	4,533,458	774,161	656,386	1,038,393	7,002,398
2000					
Revenues	$ 116,940	$112,178	$ 53,446		$ 282,564
Operating profit (loss)	62,621	14,851	11,188	$ (189,290)	(100,630)
Assets	3,144,124	522,926	307,161	1,114,133	5,088,344

6. Financing Transactions

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

9 3/8% Senior Notes offering--In January 2001, the Company completed a private notes placement of $1.0 billion 9 3/8% Senior Notes (Senior Notes), issued at 100% of their face amount. The Senior Notes mature on February 1, 2009. The Senior Notes rank equally with the Company's convertible notes and rank junior to all indebtedness of its subsidiaries including amounts outstanding under the Company's credit facilities. Interest on the Senior Notes is payable semiannually on February 1 and August 1, commencing on August 1, 2001. The indenture governing the Senior Notes contains certain restrictive convenants including restrictions on the Company's ability to incur more debt, guarantee debt, pay dividends and make certain investments. Proceeds from the Senior Notes placement have and will be used to finance construction of towers, fund pending and future acquisitions and for general corporate purposes. The amount outstanding under the Senior Notes was $1.0 billion as of June 30, 2001 and is included in long-term obligations in the accompanying June 30, 2001 condensed consolidated balance sheet.

Mexican credit facility--In February 2001, the Company's Mexican subsidiary consummated a loan agreement that provides for borrowings of $95.0 million (U.S. Dollars). If additional lenders are made party to the agreement, the size of the facility may increase to $140.0 million. The Company has committed to loan its Mexican subsidiary up to $45.0 million if additional lenders are not made party to the agreement. The Company's committment will be reduced on a dollar-for-dollar basis if additional lenders join the loan agreement. This facility requires the maintenance of various covenants and ratios and is guaranteed and collateralized by all of the assets of the Mexican subsidiary. Interest rates on the loan are determined at the Mexican subsidiary's option at either LIBOR plus margin or the Base Rate plus margin (each as defined in the agreement). The loan will be due in 2003. The amount outstanding under the Mexican credit facility was approximately $95.0 million as of June 30, 2001 and is included in long-term obligations in the accompanying June 30, 2001 condensed consolidated balance sheet.

7. Information Presented Pursuant to the Indenture for the Senior Notes

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

	Three Months Ended June 30, 2001		Six Months Ended June 30, 2001	
	Consolidated	Restricted Group (1)	Consolidated	Restricted Group (1)
Statement of Operations Data (in thousands):				
Operating revenues	$ 262,968	$ 206,922	$ 525,436	$ 404,647
Operating expenses:				
Operating expenses excluding depreciation and amortization, development and corporate general and administrative expenses	197,431	139,630	395,832	281,718
Depreciation and amortization	103,956	86,186	198,955	167,031
Development expense	2,557	2,146	5,302	4,602
Corporate general and administrative expense	6,407	6,407	11,534	11,534
Total operating expenses	310,351	234,369	611,623	464,885
Loss from operations	(47,383)	(27,447)	(86,187)	(60,238)
Interest expense	(70,061)	(67,390)	(136,740)	(131,471)
Interest income and other, net	4,451	4,585	12,858	13,008
Interest income, TV Azteca, net of interest expense of $291 and $583 for the three and six months ended June 30, 2001, respectively	3,582	3,582	7,120	7,120
Loss on investment in US Wireless	(22,226)	(22,226)	(22,226)	(22,226)
Minority interest in net earning of subsidiaries	61	61	3	3
Loss before income taxes and extraordinary losses	$ (131,576)	$ (108,835)	$(225,172)	$(193,804)

	June 30, 2001	
	Consolidated	Restricted Group
Balance Sheet Data (in thousands):		
Cash and cash equivalents	$ 440,842	$ 423,713
Restricted cash and investments	119,757	119,757
Property and equipment, net	2,912,155	2,616,516
Total assets	7,002,398	6,346,012
Long-term obligations, including current portion	3,590,488	3,472,512
Net debt(2)	3,029,889	2,929,042
Total stockholders' equity	3,062,243	3,062,243

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(1) Corporate overhead allocable to Verestar and interest expense related to intercompany borrowings by Verestar (unrestricted subsidiary) have not been excluded from results shown for the restricted group.

(2) Net debt represents long-term obligations, including current portion, less cash and cash equivalents and restricted cash and investments.

8. Comprehensive Loss

Other comprehensive loss consists primarily of unrealized gains on available for sale securities, derivative instruments accounted for as cash flow hedges and the impact of the Company's adoption of SFAS No. 133 discussed in note 1. The components of the Company's comprehensive loss are as follows (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2001	2000	2001	2000
Net loss	$(103,940)	$(58,632)	$(175,447)	$(100,630)
Other comprehensive loss, net of tax:				
Unrealized gains on available for sale securities and other	(156)		(156)	
Derivative instruments accounted for as hedges	266		(7,881)	
Comprehensive loss before cumulative effect adjustment	(103,830)	(58,632)	(183,484)	(100,630)
Cumulative effect adjustment recorded upon the adoption of SFAS No. 133 (net of an income tax benefit of $4,227)			(7,852)	
Comprehensive loss	$(103,830)	$(58,632)	$(191,336)	$(100,630)

9. Litigation

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

10. Loss on Investment in US Wireless

During the quarter ended June 30, 2001, the Company recorded an impairment charge of $22.2 million on its investment in US Wireless. The charge resulted from an assessment that a loss in value in the Company's preferred stock investment had occurred that was other than temporary.

11. Subsequent Event

From the beginning of the third quarter of 2001 through August 14, 2001, the Company acquired a portion of its outstanding convertible notes. During this period, approximately $40.0 million in principal amount of the Company's convertible notes was converted into shares of Class A common stock. In addition, as of August 14, 2001, the conversion of another approximately $40.0 million in principal amount of the Company's convertible notes is pending, subject to the signing of a definitive agreement. All of these conversions are pursuant to exchange agreements which the Company negotiated with a limited number of noteholders. Pursuant to these exchange agreements, the Company has issued or will issue the number of shares of Class A common stock that these noteholders are entitled to receive based on the conversion price set forth in the applicable indenture, plus an additional number of shares of Class A common stock that the Company has agreed to issue in order to induce them to convert their holdings prior to the first scheduled redemption date. The Company expects to record in the third quarter a non-cash charge equal to the fair market value of these additional shares. The Company expects to negotiate similar exchanges for its outstanding convertible notes during the third quarter and from time to time in the future, subject to market conditions. To the extent that inducement shares are issued by the Company as part of any future exchanges, the Company expects to record additional non-cash charges.

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

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

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

- Rental and management. We operate the largest network of wireless communications towers in North America and are the largest independent operator of broadcast towers in North America, based on number of towers.

- Network development services. We provide comprehensive network development services and components for wireless service providers and broadcasters.

- Satellite and fiber network access services. Our Verestar subsidiary is a leading provider of integrated satellite and fiber network access services based upon the number of teleport antennae and facilities. We provide these services to telecommunications companies, Internet service providers, broadcasters and maritime customers, both domestic and international.

Results of Operations

As of June 30, 2001, the Company owned and/or operated approximately 12,900 communications sites, as compared to approximately 9,500 communications sites as of June 30, 2000. The acquisitions consummated in 2001 and 2000 have significantly affected operations for the three and six months ended June 30, 2001, as compared to the three and six months ended June 30, 2000. See the notes to the condensed consolidated financial statements and the Company's Annual Report on Form 10-K for a description of the acquisitions consummated in 2001 and 2000.

Three Months Ended June 30, 2001 and 2000 (dollars in thousands)--Unaudited

	Three Months Ended June 30,		Amount of Increase (Decrease)	Percentage Increase (Decrease)
	2001	2000		
Revenues:				
Rental and management	$ 106,493	$ 63,233	$43,260	68%
Network development services	100,429	74,026	26,403	36
Satellite and fiber network access services	56,046	29,788	26,258	88
Total revenues	262,968	167,047	95,921	57
Operating Expenses:				
Rental and management	51,547	31,290	20,257	65
Network development services	88,083	65,127	22,956	35
Satellite and fiber network access services	57,801	23,242	34,559	149
Total operating expenses excluding depreciation and amortization, development and corporate general and administrative expenses	197,431	119,659	77,772	65
Depreciation and amortization	103,956	67,093	36,863	55
Development expense	2,557	4,196	(1,639)	(39)
Corporate general and administrative expense	6,407	3,084	3,323	108
Interest expense	70,061	38,437	31,624	82
Interest income and other, net	4,451	3,851	600	16
Interest income, TV Azteca, net of $291 and $297 of interest expense, respectively	3,582	3,155	427	14
Loss on investment in US Wireless	22,226		22,226	N/A
Note conversion expense		16,968	(16,968)	N/A
Minority interest in net losses (earnings) of subsidiaries	61	(22)	(83)	(377)
Income tax benefit	27,636	16,774	10,862	65
Net loss	$(103,940)	$(58,632)	$45,308	77%

Rental and Management Revenue

Rental and management revenue for the three months ended June 30, 2001 was $106.5 million, an increase of $43.3 million from the three months ended June 30, 2000. The increase resulted primarily from two factors: the acquisition and construction of additional towers from July 1, 2000 to June 30, 2001 and increased leasing activity on new and existing towers. From July 1, 2000 to June 30, 2001, we continued to implement our growth strategy by aggressively acquiring and building new towers. During that period we acquired more than 1,800 towers and constructed more than 1,700 towers. Additionally, during that same period, we added more than 4,000 tenants to both newly acquired/constructed and existing towers. This acquisition, construction and leasing activity has not only significantly increased revenue, but has also increased the scope, depth and strength of our national and international tower network, providing us with a much larger base of tower revenue for the three months ended June 30, 2001 as compared to the three months ended June 30, 2000.

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

Network Development Services Revenue

Network development services revenue for the three months ended June 30, 2001 was $100.4 million, an increase of $26.4 million from the three months ended June 30, 2000. The significant growth in revenues during the three months ended June 30, 2001 as compared to the three months ended June 30, 2000 resulted primarily from a strategic acquisition and increased demand and volume for our turn-key services.

During the fourth quarter of 2000, we acquired a tower lighting systems company that helped expand our in-house service capabilities. This acquisition provided significant additional revenues for the three months ended June 30, 2001. In addition, increased demand for other core turn-key services driven by several large national contracts and increased carrier build outs provided a significant increase in revenue for the three months ended June 30, 2001. These increases were partially offset by a decrease in sales of component parts driven by the loss in business from a key customer who has become insolvent and the general economic slow-down in the telecommunications industry.

Satellite and Fiber Network Access Services Revenue

Satellite and fiber network access services revenue for the three months ended June 30, 2001 was $56.0 million, an increase of $26.3 million from the three months ended June 30, 2000. The majority of the increase resulted from the consummation of several key acquisitions that occurred in 2001 and 2000 including: General Telecom, U.S. Electrodynamics, Publicom, Interpacket Networks and a Satellite Network Access Point (SNAP) facility from Swisscom. These acquisitions significantly increased our service capabilities, revenue base, and geographical scope of customers, leading to significant incremental revenues in 2001. This increase in revenue was partially offset by the non-renewal of several key customers and a decrease in demand for services in Latin America.

Rental and Management Expense

Rental and management expense for the three months ended June 30, 2001 was $51.5 million, an increase of $20.3 million from the three months ended June 30, 2000. The majority of the increase resulted from incremental operating expenses incurred in the three months ended June 30, 2001 for the approximately 3,500 towers that were acquired or constructed from July 1, 2000 to June 30, 2001 as discussed above. The remaining increase reflects increased bad debt expense and higher operating expenses for the three months ended June 30, 2001 related to towers that existed as of June 30, 2000.

Network Development Services Expense

Network development services expense for the three months ended June 30, 2001 was $88.1 million, an increase of $23.0 million from the three months ended June 30, 2000. The significant increase in expense is primarily due to the consummation of a strategic acquisition, overall increases in the volume of services work performed, increases in the overhead costs necessary to support both internal construction and external sales and increased bad debt expense.

Satellite and Fiber Network Access Services Expense

Satellite and fiber network access services expense for the three months ended June 30, 2001 was $57.8 million, an increase of $34.6 million from the three months ended June 30, 2000. The primary reason for the increase was the strategic acquisitions discussed above. Other components of the increase include the building of infrastructure to help manage the growth of this segment, increased overhead related to the development of new product lines and increased bad debt expense.

Depreciation and Amortization

Depreciation and amortization for the three months ended June 30, 2001 was $104.0 million, an increase of $36.9 million from the three months ended June 30, 2000. The principal component of the increase is an increase in depreciation expense of $24.3 million. This is primarily a result of the Company's purchase and acquisition of approximately $1.3 billion of property and equipment from July 1, 2000 to June 30, 2001. The other component of the increase is the increased amortization of $12.6 million, resulting from our recording and amortizing approximately $557.7 million of goodwill and other intangible assets related to acquisitions consummated from July 1, 2000 to June 30, 2001.

Development Expense

Development expense for the three months ended June 30, 2001 was $2.6 million, a decrease of $1.6 million from the three months ended June 30, 2000. The decrease resulted primarily from reduced expenses incurred related to acquisition integration and tower site inspections and related data gathering in the three months ended June 30, 2001.

Corporate General and Administrative Expense

Corporate general and administrative expense for the three months ended June 30, 2001 was $6.4 million, an increase of $3.3 million from the three months ended June 30, 2000. The majority of the increase is a result of higher personnel and other administrative costs, as well as information technology costs associated with supporting our increasing number of towers, expanding revenue base and growth strategy.

Interest Expense

Interest expense for the three months ended June 30, 2001 was $70.1 million, an increase of $31.6 million from the three months ended June 30, 2000. The increase resulted primarily from interest expense on our credit facilities and senior notes in aggregate of $28.9 million. The remaining component of the increase represents increases in interest on other notes payable and capital leases, as well as additional deferred financing amortization.

Interest Income and Other, net

Interest income and other, net for the three months ended June 30, 2001, was $4.5 million, an increase of $0.6 million from the three months ended June 30, 2000. The increase is primarily related to an increase in interest earned on invested cash on hand of approximately $7.3 million offset by losses on equity investments and decreases in the fair value of derivative instruments not accounted for as hedges.

Interest Income, TV Azteca, net

Interest income, TV Azteca, net for the three months ended June 30, 2001 was $3.6 million, an increase of $0.4 million from the three months ended June 30, 2000. The increase results from interest earned on the entire principal amount of the note, $119.0 million, for the three months ended June 30, 2001 as compared to interest earned on a portion of the total principal amount of the note for the three months ended June 30, 2000.

Loss on Investment in US Wireless

During the three months ended June 30, 2001, the Company recorded an impairment charge of $22.2 million on its investment in US Wireless. The charge resulted from an assessment that a loss in value on our preferred stock investment had occurred that was other than temporary.

Note Conversion Expense

During the three months ended June 30, 2000, the Company acquired a portion of its 6.25% and 2.25% convertible notes in exchange for shares of its Class A common stock. As a consequence of those negotiated exchanges with certain of its noteholders, the Company recorded note conversion expense of $17.0 million. The note conversion expense represents the fair value of incremental stock issued as an inducement to noteholders to convert their holdings prior to the first scheduled redemption date. There were no such exchanges during the three months ended June 30, 2001. In August 2001, the Company entered into additional negotiated exchanges and expects to negotiate similar transactions from time to time.

Income Tax Benefit

The income tax benefit for the three months ended June 30, 2001 was $27.6 million, an increase of $10.9 million from the three months ended June 30, 2000. The primary reason for the increase is a result of the increase in our loss before income taxes and extraordinary losses partially offset by an increase in amortization of non-deductible goodwill arising from stock acquisitions. The effective tax rate differs in both periods from the statutory rate primarily due to the effect of non-deductible items, principally the amortization of intangible assets, on certain stock acquisitions for which we have recorded no tax benefit.

In assessing the realizability of the deferred tax asset, we analyzed our forecast of future taxable income and potential tax planning strategies and concluded that recoverability of the net deferred tax asset is more likely than not.

Six Months Ended June 30, 2001 and 2000 (dollars in thousands)--Unaudited

	Six Months Ended June 30,		Amount of Increase (Decrease)	Percentage Increase (Decrease)
	2001	2000		
Revenues:				
Rental and management	$ 197,704	$ 116,940	$80,764	69%
Network development services	206,943	112,178	94,765	85
Satellite and fiber network access services	120,789	53,446	67,343	126
Total revenues	525,436	282,564	242,872	86
Operating Expenses:				
Rental and management	97,137	59,782	37,355	63
Network development services	184,581	97,327	87,254	90
Satellite and fiber network access services	114,114	42,258	71,856	170
Total operating expenses excluding depreciation and amortization, development and corporate general and administrative expenses	395,832	199,367	196,465	99
Depreciation and amortization	198,955	122,291	76,664	63
Development expense	5,302	5,184	118	2
Corporate general and administrative expense	11,534	6,515	5,019	77
Interest expense	136,740	70,587	66,153	94
Interest income and other, net	12,858	6,437	6,421	100
Interest income, TV Azteca, net of $583 and $487 of interest expense, respectively	7,120	5,463	1,657	30
Loss on investment in US Wireless	22,226		22,226	N/A
Note conversion expense		16,968	(16,968)	N/A
Minority interest in net losses (earnings) of subsidiaries	3	(58)	(61)	(105)
Income tax benefit	49,725	30,214	19,511	65
Extraordinary losses on extinquishment of debt		4,338	(4,338)	N/A
Net loss	$(175,447)	$(100,630)	$74,817	75%

Rental and Management Revenue

Rental and management revenue for the six months ended June 30, 2001 was $197.7 million, an increase of $80.8 million from the six months ended June 30, 2000. The increase resulted primarily from two factors: the acquisition and construction of additional towers from July 1, 2000 to June 30, 2001 and increased leasing activity on new and existing towers. From July 1, 2000 to June 30, 2001, we continued to implement our growth strategy by aggressively acquiring and building new towers. During that period we acquired more than 1,800 towers and constructed more than 1,700 towers. Additionally, during that same period, we added more than 4,000 additional tenants to both newly acquired/constructed and existing towers. This acquisition, construction and leasing activity has not only significantly increased revenue, but has also increased the scope, depth and strength of our national and international tower network, providing us with a much larger base of tower revenue for the six months ended June 30, 2001 as compared to the six months ended June 30, 2000.

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

Network Development Services Revenue

Network development services revenue for the six months ended June 30, 2001 was $206.9 million, an increase of $94.8 million from the six months ended June 30, 2000. The significant growth in revenues during the six months ended June 30, 2001 as compared to the six months ended June 30, 2000 resulted primarily from strategic acquisitions and increased demand and volume for our turn-key services offset (to a lesser extent) by a decrease in sales in component parts.

During 2000, we acquired several companies that expanded our in-house service capabilities to include: radio frequency engineering and design, steel fabrication, broadcast tower erection and the manufacture and sale

of tower lighting systems. These acquisitions have provided significant increases in revenues for the six months ended June 30, 2001. In addition, increased demand for turn-key services (driven by several large national contracts and increased carrier build outs) also provided a significant increase in revenue for the six months ended June 30, 2001.

Satellite and Fiber Network Access Services Revenue

Satellite and fiber network access services revenue for the six months ended June 30, 2001 was $120.8 million, an increase of $67.3 million from the six months ended June 30, 2000. The majority of the increase resulted from the consummation of several key acquisitions that occurred in 2001 and 2000 including: General Telecom, U.S. Electrodynamics, Publicom, Interpacket Networks and a SNAP facility from Swisscom. These acquisitions significantly increased our service capabilities, revenue base and geographical scope of customers, leading to significant incremental revenues in 2001. This increase in revenue was partially offset by the non-renewal of several key customers and a decrease in demand for services in Latin America.

Rental and Management Expense

Rental and management expense for the six months ended June 30, 2001 was $97.1 million, an increase of $37.4 million from the six months ended June 30, 2000. The majority of the increase resulted from incremental operating expenses incurred in the six months ended June 30, 2001 for approximately 3,500 towers that were acquired or constructed from July 1, 2000 to June 30, 2001 as discussed above. The remaining increase reflects increased bad debt expense and higher operating expenses for the six months ended June 30, 2001 related to towers that existed as of June 30, 2000.

Network Development Services Expense

Network development services expense for the six months ended June 30, 2001 was $184.6 million, an increase of $87.3 million from the six months ended June 30, 2000. The majority of the increase in expense is due to the consummation of strategic acquisitions, overall increases in the volume of services work performed, increases in the overhead costs necessary to support both internal construction and external sales and increased bad debt expense.

Satellite and Fiber Network Access Services Expense

Satellite and fiber network access services expense for the six months ended June 30, 2001 was $114.1 million, an increase of $71.9 million from the six months ended June 30, 2000. The primary reason for the increase was the strategic acquisitions discussed above. Other components of the increase include the building of infrastructure to help manage the growth of this segment, increased overhead related to new product lines and increased bad debt expense.

Depreciation and Amortization

Depreciation and amortization for the six months ended June 30, 2001 was $199.0 million, an increase of $76.7 million from the six months ended June 30, 2000. The principal component of the increase is an increase in depreciation expense of $43.1 million. This is primarily a result of the Company's purchase and acquisition of approximately $1.3 billion of property and equipment from July 1, 2000 to June 30, 2001. The other component of the increase is the increased amortization of $33.6 million, resulting from our recording and amortizing approximately $557.7 million of goodwill and other intangible assets related to acquisitions consummated from July 1, 2000 to June 30, 2001.

Development Expense

Development expense for the six months ended June 30, 2001 was $5.3 million, an increase of $0.1 million from the six months ended June 30, 2000. The increase resulted from abandoned acquisition costs, personnel costs and tower site inspection and related data gathering costs incurred in the six months ended June 30, 2001, partially offset by a decrease in acquisition integration expenses for the same period.

Corporate General and Administrative Expense

Corporate general and administrative expense for the six months ended June 30, 2001 was $11.5 million, an increase of $5.0 million from the six months ended June 30, 2000. The majority of the increase is a result of higher personnel and other administrative costs, as well as information technology costs associated with supporting our increasing number of towers, expanding revenue base and growth strategy.

Interest Expense

Interest expense for the six months ended June 30, 2001 was $136.7 million, an increase of $66.2 million from the six months ended June 30, 2000. The increase resulted primarily from interest expense on our credit facilities and senior notes in aggregate of $60.4 million. The remaining component of the increase primarily represents interest on capital leases, as well as additional deferred financing amortization.

Interest Income and Other, net

Interest income and other, net for the six months ended June 30, 2001, was $12.9 million, an increase of $6.4 million from the six months ended June 30, 2000. The increase resulted primarily from interest earned on invested cash on hand offset by losses on equity investments and decreases in the fair value of derivative instruments not accounted for as hedges.

Interest Income, TV Azteca, net

Interest income, TV Azteca, net for the six months ended June 30, 2001 was $7.1 million, an increase of $1.7 million from the six months ended June 30, 2001. The increase results from interest earned on the entire principal amount of the note, $119.0 million, during the six months ended June 30, 2001 as compared to less than the entire principal amount of the note for a portion of the six months ended June 30, 2000.

Loss on Investment in US Wireless

During the six months ended June 30, 2001, the Company incurred an impairment charge of $22.2 million on its investment in US Wireless. The change resulted from an assessment that a loss in value on our preferred stock investment had occurred that was other than temporary.

Note Conversion Expense

During the six months ended June 30, 2000, the Company acquired a portion of its 6.25% and 2.25% convertible notes in exchange for shares of its Class A common stock. As a consequence of those negotiated exchanges with certain of its noteholders, the Company recorded note conversion expense of $17.0 million. The note conversion expense represents the fair value of incremental stock issued as an inducement to noteholders to convert their holdings prior to the first scheduled redemption date. There were no such exchanges during the six months ended June 30, 2001. In August 2001, the Company entered into additional negotiated exchanges and expects to negotiate similar transactions from time to time.

Income Tax Benefit

The income tax benefit for the six months ended June 30, 2001 was $49.7 million, an increase of $19.5 million from the six months ended June 30, 2000. The primary reason for the increase is a result of the increase in our loss before income taxes and extraordinary losses partially offset by an increase in amortization of non-deductible goodwill arising from stock acquisitions. The effective tax rate differs in both periods from the statutory rate primarily due to the effect of non-deductible items, principally the amortization of intangible assets, on certain stock acquisitions for which we have recorded no tax benefit.

In assessing the realizability of the deferred tax asset, we analyzed our forecast of future taxable income and potential tax planning strategies and concluded that recoverability of the net deferred tax asset is more likely than not.

Extraordinary Losses on Extinguishment of Debt, net

The Company incurred extraordinary losses on the extinguishment of debt, net in the first quarter 2000 of $4.3 million. The losses were incurred as a result of an amendment and restatement of our primary credit facility ($3.0 million, net of a tax benefit of $2.0 million) and our early retirement of debt assumed as part of the UNISite, Inc. merger ($1.3 million, net of a tax benefit of $1.0 million).

Liquidity and Capital Resources

Our liquidity needs arise from our acquisition-related activities, debt service, working capital needs and capital expenditures associated principally with our tower construction program. As of June 30, 2001, we had approximately $440.8 million in cash and cash equivalents, working capital of approximately $757.4 million and approximately $400.0 million of available borrowings under our credit facilities.

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

Our 2001 capital budget provides for expenditures of approximately $600.0 million, ($301.0 million of which has already been incurred as of June 30, 2001) which includes towers to be built under existing build-to-suit agreements. In addition, based on the transactions executed to date, we expect to close in 2001 on transactions pending as of June 30, 2001 of approximately $465.1 million. Lastly, we believe that debt service requirements will be significant for the remainder of 2001 and into the forseeable future. We believe our current cash and cash equivalents and anticipated borrowing capacity under our credit facilities will be sufficient to meet these cash requirements. If we were to effect one or possibly two major new acquisitions in the next twelve months, we would likely require additional funds from external sources.

For the six months ended June 30, 2001, cash flows used for operating activities were $34.9 million, as compared to cash flows used for operating activities of $42.7 million for the six months ended June 30, 2000. The change is primarily related to increased cash generated from operations (exclusive of changes in working capital).

For the six months ended June 30, 2001, cash flows used for investing activities were $952.9 million, as compared to $1.3 billion for the six months ended June 30, 2000. The decrease in 2001 is primarily due to a decrease in cash expended for mergers and acquisitions of approximately $499.3 million offset by an increase in property and equipment expenditures.

For the six months ended June 30, 2001, cash flows provided by financing activities were $1.4 billion as compared to $1.8 billion for the six months ended June 30, 2000. The decrease is primarily related to a reduction in net cash inflows from bank borrowings and external debt and equity offerings in aggregate.

As of June 30, 2001, we had outstanding the indebtedness of $3.6 billion, certain of which is described below under "Credit Facilities" and "Equity Offering and Note Placement". As of June 30, 2001, we had outstanding $212.7 million principal amount of our 6.25% convertible notes due October 15, 2009, $262.3 million principal amount of our 2.25% convertible notes due October 15, 2009, $450.0 million principal amount of our 5% convertible notes due February 1, 2010 and other debt of approximately $220.5 million. We may need to raise cash from external sources to meet our debt service obligations and to pay the principal amounts of our indebtedness when due.

Credit Facilities. Our credit facilities provide us with a borrowing capacity of up to $2.0 billion, with the option to increase the capacity up to an additional $500.0 million, subject to lender approval. Borrowings under the credit facilities are subject to certain borrowing base restrictions, such as operating cash flow and tower construction cost levels. Our credit facilities currently include a $650.0 million credit facility which was fully

available (subject to the borrowing base restrictions) on June 30, 2001, maturing on June 30, 2007, an $850.0 million multi-draw Term Loan A, which was fully drawn on June 30, 2001, maturing on June 30, 2007, and a $500.0 million Term Loan B, which was fully drawn on June 30, 2001 maturing on December 31, 2007. The credit facilities are scheduled to amortize quarterly commencing in March 2003.

We are currently in the process of negotiating the terms of an additional $500.0 million of borrowings under our credit facilities as discussed in the preceding paragraph, although no agreements have been executed. If an agreement is reached, we expect the additional borrowing to occur during the third quarter of 2001. We cannot, however, assure you we will negotiate and close any additional borrowings.

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

Under our credit facilities, we are also required to maintain an interest reserve for our convertible notes and our senior notes. These funds can only be used to make scheduled interest payments on our outstanding convertible notes and senior notes. As of June 30, 2001 we had approximately $119.8 million of restricted cash and investments related to such interest reserve.

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

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

ATC Separation--We continue to be obligated under the ATC Separation agreement for certain tax liabilities to CBS Corporation and American Radio Systems. As of June 30, 2001 no matters covered under this indemnification have been brought to our attention.

Acquisitions and Construction. We expect that the consummated acquisitions and current and future construction activities will have a material impact on liquidity. We believe that the acquisitions, once integrated, will have a favorable impact on liquidity and will offset the initial effects of the funding requirements. We also believe that the construction activitites may initially have an adverse effect on our future liquidity as newly constructed towers will initially decrease overall liquidity. However, as such sites become fully operational and

achieve higher utilization, we expect that they will generate tower cash flow and, in the long-term, increase liquidity. As of June 30, 2001, we were a party to various agreements relating to the acquisition of assets or businesses from various third parties and were involved in the construction of numerous towers, pursuant to build-to-suit agreements and for other purposes (see note 4 of the condensed consolidated financial statements).

Economic Conditions. The slow down in the economy could reduce consumer demand for wireless services, thereby causing providers to delay implementation of new systems and technologies. We believe that the economic slow down in 2001 has harmed, and may continue to harm, the financial condition of some wireless service providers.

Convertible Note Exchanges. From the beginning of the third quarter of 2001 through August 14, 2001, the Company acquired a portion of its outstanding convertible notes. During this period, approximately $40.0 million in principal amount of the Company's convertible notes was converted into shares of Class A common stock. In addition, as of August 14, 2001, the conversion of another approximately $40.0 million in principal amount of the Company's convertible notes is pending, subject to the signing of a definitive agreement. All of these conversions are pursuant to exchange agreements which the Company negotiated with a limited number of noteholders. Pursuant to these exchange agreements, the Company has issued or will issue the number of shares of Class A common stock that these noteholders are entitled to receive based on the conversion price set forth in the applicable indenture, plus an additional number of shares of Class A common stock that the Company has agreed to issue in order to induce them to convert their holdings prior to the first scheduled redemption date. The Company expects to record in the third quarter a non-cash charge equal to the fair market value of these additional shares. The Company expects to negotiate similar exchanges for its outstanding convertible notes during the third quarter and from time to time in the future, subject to market conditions. To the extent that inducement shares are issued by the Company as part of any future exchanges, the Company expects to record additional non-cash charges.

Recent Accounting Pronouncements--On January 1, 2001, the Company adopted the provisions of SFAS No. 133 "Accounting for Derivative Instruments and Hedging Activities". This statement establishes accounting and reporting standards for derivative instruments. Specifically, it requires that an entity recognize all derivatives as either assets or liabilities on the balance sheet at fair value. The accounting for changes in the fair market value of a derivative (that is unrealized gains or losses) is recorded as a component of an entity's net income or other comprehensive income, depending upon designation (as defined in the statement). Such adoption resulted in a charge to other comprehensive income of $7.9 million, net of tax, from the cumulative effect of adopting this standard.

The Company is exposed to interest rate risk relating to variable interest rates on its credit facilities. As part of its overall strategy to manage the level of exposure to the risk of interest rate fluctuations, the Company uses interest rate swaps, caps and collars, which qualify and are designated as cash flow hedges. The Company also uses swaptions to manage interest rate risk, which have not been designated as cash flow hedges.

During the six months ended June 30, 2001, the Company recorded an unrealized loss, excluding the charge for the cumulative effect of adopting SFAS No. 133, of approximately $7.9 million (net of a tax benefit of approximately $4.2 million) in other comprehensive loss for the change in fair value of cash flows hedges and amounts reclassified into results of operations. Hedge ineffectiveness resulted in a loss of approximately $1.0 million for the six months ended June 30, 2001 and was recorded in "interest income and other, net". The Company records the changes in fair value of its derivative instruments that are not accounted for as hedges in "interest income and other, net". At June 30, 2001 the fair value of the Company's derivative instruments represented a liability of approximately $25.8 million and is included in "other long-term liabilities".

In June 2001, SFAS No. 141, "Business Combinations" was approved by the Financial Accounting Standards Board (FASB). SFAS No. 141 requires that the purchase method of accounting be used for all business combinations initiated after June 30, 2001. Goodwill and certain intangible assets will remain on the balance sheet and not be amortized. On an annual basis, and when there is reason to suspect that their values have been diminished or impaired, these assets must be tested for impairment, and write-downs may be necessary. The Company has not determined the impact, if any, that this statement will have on its consolidated financial position or results of operations.

In June 2001, SFAS No. 142, "Goodwill and Other intangible Assets" was approved by the FASB. SFAS No. 142 changes the accounting for goodwill from an amortization method to an impairment-only approach. Amortization of goodwill, including goodwill recorded in past business combinations, will cease upon adoption of this statement. The Company is required to implement SFAS No. 142 on January 1, 2002 and it has not determined the impact that this statement will have on its consolidated financial position or results of operations.

Factors That May Affect Future Results

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

Decrease in demand for tower space would materially and adversely affect our operating results and we cannot control that demand

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

- consumer demand for wireless services;
- the financial condition of wireless service providers and their preference for owning rather than leasing antenna sites;
- the growth rate of wireless communications or of a particular wireless segment;
- the number of wireless service providers in a particular segment, nationally or locally;
- governmental licensing of broadcast rights;
- increased use of roaming and resale arrangements by wireless service providers. These arrangements enable a provider to serve customers outside its license area, to give licensed providers the right to enter into arrangements to serve overlapping license areas and to permit nonlicensed providers to enter the wireless marketplace. Wireless service providers might consider such roaming and resale arrangements as superior to constructing their own facilities or leasing antenna space from us;
- zoning, environmental and other government regulations;
- any new legislation, or interpretation of existing federal communications laws, that would give wireless service providers the right to place their antennae on public utility poles and other structures at regulated rates; and
- technological changes.

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

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

Our substantial leverage and debt service obligations may adversely affect our cash flow and our ability to make payments on our senior notes

As of June 30, 2001 we had outstanding $3.6 billion of consolidated debt. Our substantial level of indebtedness increases the possibility that we may be unable to generate cash sufficient to pay when due the principal of, interest on or other amounts due in respect of our indebtedness. We may also obtain additional long-term debt and working capital lines of credit to meet future financing needs. This would have the effect of increasing our total leverage.

Our substantial leverage could have significant negative consequences, including:

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

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

Restrictive covenants in our domestic credit facilities and our senior notes could adversely affect our business by limiting flexibility

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

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

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

Build-to-suit construction projects and major acquisitions from wireless service providers increase our dependence on a limited number of customers, the loss of which could materially decrease revenues, and may also involve less favorable terms

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

Our construction program increases our exposure to risks that could increase costs and adversely affect our earnings and growth

Our construction activities involve substantial risks. These risks include:

- increasing our debt and the amount of payments required on it;

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

If we are unable to construct or acquire new towers at the pace, in the locations and at the costs we desire, our business would be adversely affected

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

- zoning, and local permitting requirements and national regulatory approvals;
- environmental opposition;
- availability of skilled construction personnel and construction equipment;
- adverse weather conditions; and
- increased competition for tower sites, construction materials and labor.

Increasing competition in the satellite and fiber network access services market may slow Verestar's growth and adversely affect its business

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

If we cannot keep raising capital, our growth will be impeded

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

If we cannot successfully integrate acquired sites or businesses or manage our operations as we grow, our business will be adversely affected and our growth may slow or stop

A significant part of our growth strategy is the continued pursuit of strategic acquisitions of independent tower operators and consolidators, wireless service providers and service and teleport businesses. We cannot

assure you, however, that we will be able to integrate successfully acquired businesses and assets into our existing business. Our growth has placed, and will continue to place, a significant strain on our management and our operating and financial systems. Successful integration of these and any future acquisitions will depend primarily on our ability to manage these assets and combined operations and, with respect to the services and satellite and fiber network access services businesses, to integrate new management and employees into our existing operations.

If our chief executive officer left, we would be adversely affected because we rely on his reputation and expertise, and because of our relatively small senior management team

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

Expanding operations into foreign countries could create expropriation, governmental regulation, funds inaccessibility, foreign exchange exposure and management problems

Our expansion into Mexico and Brazil, and other possible foreign operations in the future, could result in adverse financial consequences and operational problems not experienced in the United States. We have made a substantial loan to a Mexican company and have acquired and are constructing a sizable number of towers in that country. We also acquired the rights to 156 communications towers in Brazil and entered into a build-to-suit agreement for an additional 400 towers in that country. As a result of acquisitions by Verestar, we have network operation centers in Europe, Asia, South America and Africa. We may also engage in comparable transactions in other countries in the future. Among the risks of foreign operations are governmental expropriation and regulation, inability to repatriate earnings or other funds, currency fluctuations, difficulty in recruiting trained personnel, and language and cultural differences, all of which could adversely affect these operations.

New technologies could make our tower antenna leasing services less desirable to potential tenants and result in decreasing revenues

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

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

We could have liability under environmental laws

As the owner, lessee and operator of real property and facilities, we are subject to federal, state and local and foreign environmental laws relating to the management, use, storage, disposal, emission and remediation of, and exposure to, hazardous and non-hazardous substances, materials and waste. We are also subject to related registration, permitting, record keeping and financial assurance requirements. See "Legal Proceedings" for a

description of a civil complaint filed against us by the District Attorney for the County of Santa Clara, California regarding certain alleged recordkeeping, registration, hazardous materials management and filing violations under California environmental laws. Various environmental laws require us to investigate, remove or remediate soil and groundwater contaminated by hazardous substances or wastes on property we own or lease or which is associated with tower operations, and may subject us to penalties and fines for violations of those environmental laws. Some of those laws impose cleanup responsibility and liability without regard to whether the owner, lessee or operator of the property or facility knew of or was responsible for the contamination, or whether operations at the property have been discontinued or the property has been transferred. The owner, lessee or operator of contaminated property also may be subject to common law claims by third parties based on damages and costs resulting from off-site migration of the contamination. In connection with our former and current ownership, lease or operation of our properties, we may be liable for those types of environmental costs. Fines or penalties resulting from any failure to comply with those environmental laws and addressing claims or obligations arising under them could have a material adverse effect on our financial condition, results of operations and liquidity.

Our business is subject to government regulations and changes in current or future laws or regulations could harm our business

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

In January 2001, the FCC concluded investigations of several operators of communications towers, including us. The FCC sent us a Notice of Apparent Liability for Forfeiture ("NAL") preliminarily determining that we had failed to file specified informational forms, had failed to properly post specified information at various tower sites and on one occasion had failed to properly light a tower. The FCC also ordered an additional review of our overall procedures for and degree of compliance with the FCC's regulations. We have reached a settlement with the FCC regarding the compliance issues arising out of the Notice of Apparent Liability in the form of a Consent Decree. As part of the Consent Decree, the FCC has rescinded the NAL and terminated the further investigation ordered in the NAL. We have agreed to make a voluntary contribution of $0.3 million to the U.S. Treasury and to maintain an active compliance plan. Such payment will be made in September 2001.

The construction and reconstruction of a substantial number of antennae needed to deliver digital television service to our customers may require state and local regulatory approvals. The FCC has indicated that it may adopt preemptive guidelines. If adopted, these regulations may be more or less restrictive than existing state and local regulations and may increase our construction costs.

Our costs could increase and our revenues could decrease due to perceived health risks from radio emissions, especially if these perceived risks are substantiated

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

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

Control by our principal stockholders could deter mergers where you could get more than current market price for your stock

Steven B. Dodge, together with his affiliates, owned approximately 26% of our total voting power as of February 28, 2001. Control by Mr. Dodge and others may discourage a merger or other takeover of our company in which holders of common stock might be paid a premium for their shares over then-current market prices. Mr. Dodge, together with a limited number of our directors, may be able to control or block the vote on mergers and other matters submitted to the common stockholders.

Information Presented Pursuant to the Indenture for the Senior Notes

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

	Three months ended June 30, 2001		Six months ended June 30, 2001	
	Consolidated	Restricted Group (1)	Consolidated	Restricted Group(1)
Statement of Operations Data (in thousands):				
Operating revenues	$ 262,968	$ 206,922	$ 525,436	$ 404,647
Operating expenses:				
Operating expenses	197,431	139,630	395,832	281,718
Depreciation and amortization	103,956	86,186	198,955	167,031
Development expense	2,557	2,146	5,302	4,602
Corporate general and administrative expense	6,407	6,407	11,534	11,534
Total operating expense	310,351	234,369	611,623	464,885
Loss from operations	(47,383)	(27,447)	(86,187)	(60,238)
Interest expense	(70,061)	(67,390)	(136,740)	(131,471)
Interest income and other, net	4,451	4,585	12,858	13,008
Interest income, TV Azteca	3,582	3,582	7,120	7,120
Loss on investment in US Wireless	(22,226)	(22,226)	(22,226)	(22,226)
Minority interest in net earnings of subsidiaries	61	61	3	3
Loss before income taxes and extraordinary losses	$ (131,576)	$ (108,835)	$(225,172)	$(193,804)

	June 30, 2001	
	Consolidated	Restricted Group
Balance Sheet Data (in thousands):		
Cash and cash equivalents	$ 440,842	$ 423,713
Restricted cash and investments	119,757	119,757
Property and equipment, net	2,912,155	2,616,516
Total assets	7,002,398	6,346,012
Long-term obligations, including current portion	3,590,488	3,472,512
Net debt(2)	3,029,889	2,929,042
Total stockholders' equity	3,062,243	3,062,243

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(1) Corporate overhead allocable to Verestar and interest expense related to intercompany borrowings by Verestar (unrestricted subsidiary) have not been excluded from results shown for the restricted group.

(2) Net debt represents long-term obligations, including current portion, less cash and cash equivalents and restricted cash and investments.

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

Tower Cash Flow, for the three months ended June 30, 2001.....	$ 58,528
Consolidated Cash Flow, for the twelve months ended June 30, 2001.....	$ 240,648
Less: Tower Cash Flow, for the twelve months ended June 30, 2001.....	(196,658)
Plus: four times Tower Cash Flow, for the three months ended June 30, 2001.....	234,112
Adjusted Consolidated Cash Flow, for the twelve months ended June 30, 2001.....	$ 278,102
Non-Tower Cash Flow, for the twelve months ended June 30, 2001...	$ 30,090

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

We are exposed to market risk from changes in interest rates on our long-term debt obligations. We attempt to reduce these risks by utilizing derivative financial instruments, namely interest rate caps, swaps, collars and swaptions pursuant to our policies. All derivative financial instruments are for purposes other than trading. For the six months ended June 30, 2001, we increased our borrowings under our credit facilities by approximately $95.0 million. In addition, we completed a private placement of $1.0 billion of our senior notes issued at 100% of their face amount. The proceeds from the above have and will be used to finance construction and acquisitions. In the short-term, we invested any unused proceeds in marketable debt securities, commercial paper and cash and cash equivalents. Lastly, in June 2001 we entered into an interest rate collar agreement with a total notional amount of $47.5 million expiring in June 2003.

The following table provides information as of June 30, 2001 about our market risk exposure associated with changing interest rates. For long-term debt obligations, the table presents principal cash flows and related average interest rates by contractual maturity dates. For interest rate caps, swaps, collars and swaptions, the table presents notional principal amounts and weighted-average interest rates by contractual maturity dates.

Twelve Month Period Ended June 30,
Principal Payments and Interest Rate Detail by Contractual Maturity Dates (in thousands)

Long-Term Debt	2002	2003	2004	2005	2006	Thereafter	Total	Fair Value
Fixed Rate Debt(a).....	$	$	$	$	$	$1,925,011	$1,925,011	$1,789,329
Average Interest Rate(a).....						7.55%		
Variable Rate Debt (a)..	$	$ 28,000	$219,000	$217,500	$249,375	$ 731,125	$1,445,000	$1,445,000

Aggregate Notional Amounts Associated with Interest Rate Caps, Swaps, Collars and Swaptions in Place during the Twelve Month Period Ended June 30, and Interest Rate Detail by Contractual Maturity Dates (in thousands)

Interest Rate CAPS			
Notional Amount.....	$ 364,980(c)		
Cap Rate.....	9.00%		
Interest Rate SWAPS			
Notional Amount.....	$ 395,000(d)	$ 365,000(e)	$ (15,428)
Weighted-Average Fixed Rate Payable(b).....	6.69%	6.67%	
Interest Rate COLLARS			
Notional Amount.....	$ 512,500(f)	$ 327,500(g)	$ (12,773)
Weighted-Average Below Floor Rate Payable, Above Cap Rate Receivable(b).....	6.14%-8.54%	5.75%-8.01%	
Interest Rate SWAPTIONS			
Notional Amount.....	$ 290,000(h)		$ 2,365
Weighted-Average Rate(b)	6.56%		

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(a) June 30, 2001 variable rate debt consists of our domestic and Mexican credit facilities ($1.45 billion) and fixed rate debt consists of the 2.25% and 6.25% convertible notes ($475.0 million), the 5.0% convertible notes ($450.0 million) and the senior notes ($1.0 billion). Interest on the credit facilities is payable in accordance with the applicable London Interbank Offering Rate (LIBOR) agreement or quarterly and accrues at our option either at LIBOR plus margin (as defined) or the Base Rate plus margin (as defined). The average interest rate in effect at June 30, 2001 for the credit facilities was 7.24%. For the six months ended June 30,

2001, the weighted average interest rate under the credit facilities was 8.58%. The 2.25% and 6.25% convertible notes each bear interest (after giving effect to the accretion of the original discount on the 2.25% convertible notes) at 6.25%, which is payable semiannually on April 15 and October 15 of each year. The 5.0% convertible notes bear interest at 5.0% which is payable semiannually on February 15 and August 15 of each year. The senior notes bear interest at 9 3/8% which is payable semiannually on February 1 and August 1 of each year beginning August 1, 2001.

(b) Represents the weighted-average fixed range of interest based on contract notional amount as a percentage of total notional amounts in a given year.

(c) Includes notional amounts of $364,980 that will expire in February 2002.

(d) Includes notional amounts of $30,000 that will expire in March 2002.

(e) Includes notional amounts of $75,000 and $290,000 that will expire in January and February 2003, respectively.

(f) Includes notional amount of $185,000 that will expire in May 2002.

(g) Includes notional amounts of $95,000, $185,000 and $47,500 that will expire in July 2002 and May and June 2003, respectively.

(h) Includes notional amounts of $290,000 that will expire in August 2001.

As discussed above, we maintain a portion of our cash and cash equivalents and short-term investments in financial instruments that are subject to interest rate risks. Due to the relatively short duration of such instruments, fluctuations in interest rates should not materially affect our financial condition or results of operations.

The effect of foreign currency fluctuations on our foreign operations, which include Mexico and Brazil, have not been significant to date. This has been the case in Mexico primarily because most contracts are denominated in U.S. dollars, and in Brazil because we are in the early stages of developing our network. Accordingly, foreign currency risk has not been material for the six months ended June 30, 2001.

PART II. OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

As previously disclosed by the Company in its Quarterly Report on Form 10-Q for the quarter ended March 31, 2001, on April 23, 2001 the District Attorney for the County of Santa Clara, California filed a civil complaint against the Company in the Superior Court of California. The complaint alleges record keeping, registration, hazardous materials management and filing violations under California environmental laws. The complaint does not allege any contamination of the environment occurred as a result of the alleged violations. The Company has taken measures to ensure that these sites are in compliance with appliance California environmental laws and believes that they are currently in compliance with such laws. On May 23, 2001, the Company filed an answer to the complaint formally denying the allegations. The Company believes that the resolution of the violations alleged in the complaint will not have a material adverse effect on its financial condition or results of operations.

ITEM 2. CHANGES IN SECURITIES AND USE OF PROCEEDS

On March 1, 2001, the Company consummated its acquisition of Vancomm, Inc. pursuant to which it issued to the former stockholders of Vancomm 43,890 shares of Class A Common Stock as consideration for the acquisition.

On March 12, 2001, the Company issued 100,000 shares of Class A common stock to J.P. Morgan Partners (23A SBIC), LLC in exchange for 78,432 shares of Class B common stock, $0.01 par value per share, of America Connect, Inc.

On June 29, 2001, the Company consummated its acquisition of Site Advantage, Inc. pursuant to which it issued 298,170 shares of Class A Common Stock to the former stockholders of Site Advantage, Inc. as consideration, in part, for the acquisition.

The Company issued all the shares referred to in the foregoing paragraphs in reliance on the exemption from registration provided by Section 4(2) of the Securities Act of 1933. As a basis for doing so, the Company relied on the following facts: (1) the Company offered the securities to a limited number of offerees without any general solicitation, (2) the Company obtained representations from the purchasers regarding their financial suitability and investment intent and (3) the Company issued all of the securities with restrictive legends on the certificates to limit resales.

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

The 2001 Annual Meeting of Stockholders was held on Thursday, May 17, 2001, to consider and act upon the following matters, all of which were approved and adopted. The results of the stockholder voting were as follows:

1. To elect eight (8) Directors including two "Class A" 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	221,851,565	7,657,484
Thomas H. Stoner	228,390,272	1,118,777
Arnold L. Chavkin	228,232,411	1,276,638
Alan L. Box	221,853,815	7,655,234
J. Michael Gearon, Jr	220,918,915	7,590,134
David W. Garrison	222,002,514	7,506,535
Fred R. Lummis*	152,322,070	1,274,779
Maggie Wilderotter*	152,478,190	1,118,658

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* 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 directors. Mr. Lummis and Ms. Wilderotter were nominated as the Class A directors and elected by the holders of the Class A common stock.

2. To approve an evergreen amendment to the Company's 1997 Stock Option Plan, as amended and restated, to provide for automatic annual increases in the number of shares of the Company's Class A common stock available for issuance thereunder.

Votes Cast For	Votes Against	Votes Withheld	Broker Non- Votes
148,322,087	53,512,184	219,344	27,455,434

3. To ratify the selection by the Board of Directors of Deloitte & Touche LLP as the Company's independent auditors for 2001.

Votes Cast For	Votes Against	Votes Withheld	Broker Non-Votes
226,025,491	3,378,326	105,232	0

ITEM 5. OTHER INFORMATION

The following information updates the status of the ALLTEL transaction as previously disclosed by us in Current Reports on Form 8-K filed on December 20, 2000, April 17, 2001, June 11, 2001 and July 9, 2001 and in a Quarterly Report on Form 10-Q filed by us on May 15, 2001.

On August 1, 2001, we closed on the sublease of 181 towers pursuant to our agreement with ALLTEL. These towers were used by ALLTEL primarily in connection with its business of providing consumer wireless services. We plan to lease space on the towers to third parties. In connection with this closing, we paid consideration of approximately $54.3 million in cash. The amount of consideration and the terms of the agreement were based upon arms-length negotiations between unaffiliated parties. There are no material relationships between us and ALLTEL or any of its respective affiliates, officers or directors. We financed the transaction through available cash-on-hand, including proceeds from our January 2001 equity and debt financings. For more information about our agreement with ALLTEL, see our Current Reports on Form 8-K filed on December 20, 2000, April 17, 2001, June 11, 2001 and July 9, 2001; our Quarterly Report on Form 10-Q filed May 15, 2001; note 4 to the condensed consolidated financial statements set forth herein; and the exhibits incorporated by reference into this Quarterly Report on Form 10-Q.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K

(a) Exhibits.

Listed below are the exhibits which 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 Exhibit
10.1*	Amended and Restated American Tower Systems Corporation 1997 Stock Option Plan, as amended May 17, 2001.
10.2	Amended and Restated Registration Rights Agreement, dated as of February 25, 1999, by and among ATC and each of the Parties named therein.

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* Compensatory Plan

(b) Reports on Form 8-K.

During the quarter ended June 30, 2001, the Registrant filed with the Commission the following Current Reports on Form 8-K:

1.Form 8-K (Item 2) filed on April 17, 2001.
2.Form 8-K (Item 2) filed on June 11, 2001.
3.Form 8-K (Items 5 and 7) filed on June 22, 2001.

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 14, 2001

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

Date: August 14, 2001

By: /s/ Justin D. Benincasa

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

AMERICAN TOWER SYSTEMS CORPORATION

1997 STOCK OPTION PLAN

1. PURPOSE

The purpose of this 1997 Stock Option Plan (the "Plan") is to encourage directors, consultants and employees of American Tower Systems Corporation (the "Company") and its Subsidiaries (as hereinafter defined) to continue their association with the Company and its Subsidiaries, by providing opportunities for such persons to participate in the ownership of the Company and in its future growth through the granting of stock options (the "Options") which may be options designed to qualify as incentive stock options (within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code") (an "ISO"), or options not intended to qualify for any special tax treatment under the Code (a "NQO"). The term "Subsidiary" as used in the Plan means a corporation or other business organization of which the Company owns, directly or indirectly through an unbroken chain of ownership, fifty percent (50%) or more of the total combined voting power of all classes of stock.

2. ADMINISTRATION OF THE PLAN

The Plan shall be administered by a committee (the "Committee") consisting of two or more members of the Company's Board of Directors (the "Board"). The Committee shall from time to time determine to whom options or other rights shall be granted under the Plan, whether options granted shall be incentive stock options ("ISOs") or nonqualified stock options ("NSOs"), the terms of the options or other rights, and the number of shares that may be granted under options. The Committee shall report to the Board the names of individuals to whom stock or options or other rights are to be granted, the number of shares covered, and the terms and conditions of each grant. The determinations described in this Section 2 may be made by the Committee or by the Board, as the Board shall direct in its discretion, and references in the Plan to the Committee shall be understood to refer to the Board in any such case.

The Committee shall select one of its members as Chairman and shall hold meetings at such times and places as it may determine. A majority of the Committee shall constitute a quorum, and acts of the Committee at which a quorum is present, or acts reduced to or approved in writing by all the members of the Committee, shall be the valid acts of the Committee. The Committee shall have the authority to adopt, amend, and rescind such rules and regulations as, in its opinion, may be advisable in the administration of the Plan. All questions of interpretation and application of such rules and regulations, of the Plan and of options granted thereunder (the "Options"), shall be subject to the determination of the Committee, which shall be final and binding. The Plan shall be administered in such a manner as to permit those Options granted hereunder and specially designated under Section 5 hereof as an ISO to qualify as incentive stock options as described in Section 422 of the Internal Revenue Code of 1986, as amended (the "Code").

For so long as Section 16 of the Securities Exchange Act of 1934, as amended from time to time (the "Exchange Act"), is applicable to the Company, each member of the Committee shall be a "non-employee director" or the equivalent within the meaning of Rule

16b-3 under the Exchange Act, and, for so long as Section 162(m) of the Code is applicable to the Company, an "outside director" within the meaning of Section 162 of the Code and the regulations thereunder.

With respect to persons subject to Section 16 of the Exchange Act ("Insiders"), transactions under the Plan are intended to comply with all applicable conditions of Rule 16b-3 or its successor under the Exchange Act. To the extent any provision of the Plan or action by the Committee fails to so comply, it shall be deemed to be modified so as to be in compliance with such Rule, or, if such modification is not possible, it shall be deemed to be null and void, to the extent permitted by law and deemed advisable by the Committee.

3. OPTION SHARES

The stock subject to Options under the Plan shall be shares of Class A and Class B Common Stock, par value $.01 per share (the "Stock"), provided, however, that after the consummation of the ATC Merger as defined in the Agreement and Plan of Merger by and between the Company and American Tower Corporation, dated December 12, 1997, as may be amended, any Options granted shall be for shares of Class A. The total amount of the Stock with respect to which Options may be granted (the "Option Pool"), shall not exceed in the aggregate 24,000,000 shares; provided, however, and subject to the limitation below regarding shares available for grants of ISOs, the number of shares authorized for issuance under the Plan shall increase each September 30, commencing September 30, 2001, by an amount equal to the lesser of:

(i) the number of shares of Class A Common Stock necessary so that the shares authorized for issuance under the Plan equals 12% of the number of modified fully-diluted shares ("FDS") of Common Stock on such September 30, determined by the following formula:

$$\text{Annual Increase} = (12\% - X\%) \times \text{FDS}, \quad \text{where } X\% = \frac{\text{Option Pool}}{\text{FDS}} \times 100$$

where the Option Pool = For September 30, 2001, 24,000,000 shares and for each anniversary thereafter 24,000,000 shares, plus any Annual Increases occurring prior to such anniversary.

FDS equals on each September 30 the following:

- the total number of shares of all classes of Common Stock outstanding; PLUS

- the total number of shares of all classes of Common Stock reserved for issuance in respect of outstanding:

  -- convertible securities (other than Class B and Class C Common Stock);

  -- options assumed or issued by the Company in connection with mergers and acquisitions; and

-- warrants; MINUS

. the total number of shares of all classes of Common Stock outstanding as a result of exercises of options granted under the Plan or any other employee, director or consultant options that the Company may approve, other than options granted under any employee stock purchase plan and options assumed or issued by the Company in connection with mergers or acquisitions; or

(ii) a lesser number than the number calculated pursuant to clause (i), as may be determined by the Board

If the Annual Increase as calculated in clause (i) on any such September 30 is a negative number, then no Annual Increase shall occur for that September 30.

In the event that any outstanding Option shall expire for any reason or shall terminate by reason of the death or severance of employment of the Optionee, the surrender of any such Option, or any other cause, the shares of Stock allocable to the unexercised portion of such Option may again be subject to an option under the Plan, subject, however, in the case of ISOs to any limitations under the Code. The maximum number of shares of Stock subject to Options that may be granted to any Optionee in the aggregate in any calendar year shall not exceed 5,000,000 shares. The maximum cumulative number of shares of stock available for grants of ISOs under the Plan is 50,000,000 shares. All shares references in this Section 3 shall be subject to adjustment in accordance with the provisions of Section 17.

4. AUTHORITY TO GRANT OPTIONS

The Committee may determine, from time to time, which employees of the Company or any Subsidiary or other persons shall be granted Options under the Plan, the terms of the Options (including without limitation whether an Option shall be an ISO or a NQO) and the number of shares which may be purchased under the Option or Options. Without limiting the generality of the foregoing, the Committee may from time to time grant: (a) to such employees (other than employees of a Subsidiary which is not a corporation) as it shall determine an Option or Options to buy a stated number of shares of Stock under the terms and conditions of the Plan which Option or Options will to the extent so designated at the time of grant constitute an ISO; and (b) to such eligible directors, employees or other persons as it shall determine an Option or Options to buy a stated number of shares of Stock under the terms and conditions of the Plan which Option or Options shall constitute a NQO. Subject only to any applicable limitations set forth elsewhere in the Plan, the number of shares of Stock to be covered by any Option shall be as determined by the Committee.

5. WRITTEN AGREEMENT

Each Option granted hereunder shall be embodied in an option agreement (the "Option Agreement") substantially in the form of Exhibit 1, which shall be signed by the Optionee and by the Chief Executive Officer, Chief Financial Officer or the Corporate Controller of the Company for and in the name and on behalf of the Company. An Option Agreement may contain such restrictions on exercisability and such other provisions not inconsistent with the Plan as the Committee in its sole and absolute discretion shall approve.

6. ELIGIBILITY

The individuals who shall be eligible for grant of Options under the Plan shall be employees (including officers who may be members of the Board), directors who are not employees and other individuals, whether or not employees, who render services of special importance to the management, operation, or development of the Company or a Subsidiary, and who have contributed or may be expected to contribute materially to the success of the Company or a Subsidiary. An employee, director or other person to whom an Option has been granted pursuant to an Option Agreement is hereinafter referred to as an "Optionee."

7. OPTION PRICE

The price at which shares of Stock may be purchased pursuant to an Option shall be specified by the Committee at the time the Option is granted, but shall in no event be less than the par value of such shares and, in the case of an ISO, except as set forth in the following sentence, one hundred percent (100%) of the fair market value of the Stock on the date the ISO is granted. In the case of an employee who owns (or is considered under Section 424(d) of the Code as owning) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Subsidiary, the price which shares of Stock may be so purchased pursuant to an ISO shall be not less than one hundred and ten percent (110%) of the fair value of the Stock on the date the ISO is granted.

For purposes of the Plan, the "fair market value" of a share of Stock on any date specified herein, shall mean (a) the last reported sales price, regular way, or, in the event that no sale takes place on such day, the average of the reported closing bid and asked prices, regular way, in either case (i) as reported on the New York Stock Exchange Composite Tape, or (ii) if the Stock is not listed or admitted to trading on the New York Stock Exchange, on the principal national securities exchange on which such security is listed or admitted to trading, or (iii) if not then listed or admitted to trading on any national securities exchange, on the NASDAQ National Market System; or (b) if the Stock is not quoted on such National Market System, (i) the average of the closing bid and asked prices on each such day in the over-the-counter market as reported by NASDAQ, or (ii) if bid and asked prices for such security on each such day shall not have been reported through NASDAQ, the average of the bid and asked prices for such day as furnished by any New York Stock Exchange member firm regularly making a market in such security selected for such purpose by the Committee; or (c) if the Stock is not then listed or admitted to trading on any national exchange or quoted in the over-the-counter market, the fair value thereof determined in good faith by the Committee as of a date which is within thirty (30) days of the date with respect to which the determination is to be made; provided, however, that any method of determining fair market value employed by the Committee with respect to an ISO shall be consistent with any applicable laws or regulations pertaining to "incentive stock options."

8. DURATION OF OPTIONS

The duration of any Option shall be specified by the Committee in the Option Agreement, but no ISO shall be exercisable after the expiration of ten (10) years, and no NQO shall be exercisable after the expiration of ten (10) years and one (1) day, from the date such Option is granted. In the case of any employee who owns (or is considered under Section 424(d) of the Code as owning) stock possessing more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or any Subsidiary, no ISO shall be exercisable after the expiration of five (5) years from the date such Option is granted. The Committee, in its sole and absolute discretion, may extend any Option theretofore granted subject to the aforesaid limits and may provide that an Option shall be exercisable during its entire duration or during any lesser period of time.

9. VESTING PROVISIONS

Each Option may be exercised so long as it is valid and outstanding from time to time, in part or as a whole, in such manner and subject to such conditions as the Committee, in its sole and absolute discretion, may provide in the Option Agreement.

10. EXERCISE OF OPTIONS

Options shall be exercised by the delivery of written notice to the Company setting forth the number of shares of Stock with respect to which the Option is to be exercised, accompanied by payment of the option price of such shares, which payment shall be made, subject to the alternative provisions of this Section, in cash or by such cash equivalents, payable to the order of the Company in an amount in United States dollars equal to the option price of such shares, as the Committee in its sole and absolute discretion shall consider acceptable. Such notice shall be delivered in person to the Secretary of the Company or shall be sent by registered mail, return receipt requested, to the Secretary of the Company, in which case delivery shall be deemed made on the date such notice is deposited in the mail.

Alternatively, if the Option Agreement so specifies, and subject to such rules as may be established by the Committee, payment of the option price may be made through a so-called "cashless exercise" procedure, under which the Optionee shall deliver irrevocable instructions to a broker to sell shares of Stock acquired upon exercise of the Option and to remit promptly to the Company a sufficient portion of the sale proceeds to pay the option price and any tax withholding resulting from such exercise.

Alternatively, payment of the option price may be made, in whole or in part, in shares of Stock owned by the Optionee; provided, however, that the Optionee may not make payment in shares of Stock that he acquired upon the earlier exercise of any ISO (or other "incentive stock option"), unless and until he has held the shares until at least two (2) years after the date the ISO (or such other incentive stock option) was granted and at least one (1) year after the date the ISO (or such other option) was exercised. If payment is made in whole or in part in shares of Stock, then the Optionee shall deliver to the Company in payment of the option price of the shares with respect of which such Option is exercised (a) certificates registered in the name of such Optionee representing a number of shares of Stock legally and beneficially owned by such Optionee, free of all liens, claims and encumbrances of every kind, and having a fair market value on the date of delivery of such notice equal to the option price of the shares of Stock with respect to which such Option is to be exercised, such

certificates to be accompanied by stock powers duly endorsed in blank by the record holder of the shares of Stock represented by such certificates; and (b) if the option price of the shares with respect to which such Option is to be exercised exceeds such fair market value, cash or such cash equivalents payable to the order to the Company, in an amount in United States dollars equal to the amount of such excess, as the Committee in its sole and absolute discretion shall consider acceptable. Notwithstanding the foregoing provisions of this Section, the Committee, in its sole and absolute discretion (i) may refuse to accept shares of Stock in payment of the option price of the shares of Stock with respect to which such Option is to be exercised and, in that event, any certificates representing shares of Stock which were delivered to the Company with such written notice shall be returned to such Optionee together with notice by the Company to such Optionee of the refusal of the Committee to accept such shares of Stock and (ii) may accept, in lieu of actual delivery of stock certificates, an attestation by the Optionee substantially in the form attached herewith as Exhibit C or such other form as may be deemed acceptable by the Committee that he or she owns of record the shares to be tendered free and clear of all liens, claims and encumbrances of every kind.

Alternatively, if the Option Agreement so specifies, payment of the option price may be made in part by a promissory note executed by the Optionee and containing the following terms and conditions (and such others as the Committee shall, in its sole and absolute discretion determine from time to time): (a) it shall be collaterally secured by the shares of Stock obtained upon exercise of the Option; (b) repayment shall be made on demand by the Company and, in any event, no later than three (3) years from the date of exercise; and (c) the note shall bear interest at a rate as determined by the Committee, payable monthly out of a payroll deduction provision; provided, however, that notwithstanding the foregoing (i) an amount not less than the par value of the shares of Stock with respect to which the Option is being exercised must be paid in cash, cash equivalents, or shares of Stock in accordance with this Section, and (ii) the payment of such exercise price by promissory note does not violate any applicable laws or regulations, including, without limitation, Delaware corporate law or applicable margin lending rules. The decision as to whether to permit partial payment by a promissory note for shares of Stock to be issued upon exercise of any Option granted shall rest entirely in the sole and absolute discretion of the Committee.

As promptly as practicable after the receipt by the Company of (a) written notice from the Optionee setting forth the number of shares of Stock with respect to which such Option is to be exercised and (b) payment of the option price of such shares in the form required by the foregoing provisions of this Section, the Company shall cause to be delivered to such Optionee certificates representing the number of shares with respect to which such Option has been so exercised (less a number of shares equal to the number of shares as to which ownership was attested under the procedure described in clause (ii) of the next preceding paragraph).

11. TRANSFERABILITY OF OPTIONS

Options shall not be transferable by the Optionee otherwise than by will or under the laws of descent and distribution, and shall be exercisable during his or her lifetime only by the Optionee, except that the Committee may specify in an Option Agreement that pertains to an NQO that the Optionee may transfer such NQO to a member of the Immediate Family of the Optionee, to a trust solely for the benefit of the Optionee and the Optionee's Immediate

Family, or to a partnership or limited liability company whose only partners or members are the Optionee and members of the Optionee's Immediate Family. "Immediate Family" shall mean, with respect to any Optionee, such Optionee's child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, and shall include adoptive relationships.

12. TERMINATION OF EMPLOYMENT OR INVOLVEMENT OF OPTIONEE WITH THE COMPANY

For purposes of this Section, employment by or involvement with (in the case of an Optionee who is not an employee) a Subsidiary shall be considered employment by or involvement with the Company. Except as otherwise set forth in the Option Agreement, after the Optionee's termination of employment with the Company other than by reason of death or disability, including his retirement in good standing from the employ of the Company for reasons of age under the then established rules of the Company, the Option shall terminate on the earlier of the date of its expiration or three (3) months after the date of such termination or retirement. After the death of the Optionee, his or her executors, administrators or any persons to whom his or her Option may be transferred by will or by the laws of descent and distribution shall have the right to exercise the Option to the extent to which the Optionee was entitled to exercise the Option. In the event that such termination is a result of disability, the Optionee shall have the right to exercise the Option pursuant to its terms as if such Optionee continued as an employee.

Authorized leave of absence or absence on military or government service shall not constitute severance of the employment relationship between the Company and the Optionee for purposes of the Plan, provided that either (a) such absence is for a period of no more than ninety (90) days or (b) the Employee's right to re-employment after such absence is guaranteed either by statute or by contract.

For Optionees who are not employees of the Company, options shall be exercisable for such periods following the termination of the Optionee's involvement with the Company as may be set forth in the Option Agreement.

13. REQUIREMENTS OF LAW

The Company shall not be required to sell or issue any shares of Stock upon the exercise of any Option if the issuance of such shares shall constitute or result in a violation by the Optionee or the Company of any provisions of any law, statute or regulation of any governmental authority. Specifically, in connection with the Securities Act of 1933, as amended (the "Securities Act"), and any applicable state securities or "blue sky" law (a "Blue Sky Law"), upon exercise of any Option the Company shall not be required to issue such shares unless the Committee has received evidence satisfactory to it to the effect that the holder of such Option will not transfer such shares except pursuant to a registration statement in effect under the Securities Act and Blue Sky Laws or unless an opinion of counsel satisfactory to the Company has been received by the Company to the effect that such registration and compliance is not required. Any determination in this connection by the Committee shall be final, binding and conclusive. The Company shall not be obligated to take any action in order to cause the exercise of an Option or the issuance of shares of Stock

pursuant thereto to comply with any law or regulations of any governmental authority, including, without limitation, the Securities Act or applicable Blue Sky Law.

Notwithstanding any other provision of the Plan to the contrary, the Company may refuse to permit transfer of shares of Stock if in the opinion of its legal counsel such transfer would violate federal or state securities laws or subject the Company to liability thereunder. Any sale, assignment, transfer, pledge or other disposition of shares of Stock received upon exercise of any Option (or any other shares or securities derived therefrom) which is not in accordance with the provisions of this Section shall be void and of no effect and shall not be recognized by the Company.

Legend on Certificates. The Committee may cause any certificate representing shares of Stock acquired upon exercise of an Option (and any other shares or securities derived therefrom) to bear a legend to the effect that the securities represented by such certificate have not been registered under the Federal Securities Act of 1933, as amended, or any applicable state securities laws, and may not be sold, assigned, transferred, pledged or otherwise disposed of except in accordance with the Plan and applicable agreements binding the holder and the Company or any of its stockholders.

14. NO RIGHTS AS STOCKHOLDER

No Optionee shall have any rights as a stockholder with respect to shares covered by his or her Option until the date of issuance of a stock certificate for such shares; except as otherwise provided in Section 17, no adjustment for dividends or otherwise shall be made if the record date therefor is prior to the date of issuance of such certificate.

15. EMPLOYMENT OBLIGATION

The granting of any Option shall not impose upon the Company or any Subsidiary any obligation to employ or continue to employ any Optionee, or to engage or retain the services of any person, and the right of the Company or any Subsidiary to terminate the employment or services of any person shall not be diminished or affected by reason of the fact that an Option has been granted to him or her. The existence of any Option shall not be taken into account in determining any damages relating to termination of employment or services for any reason.

16. FORFEITURE AS A RESULT OF TERMINATION FOR CAUSE

Notwithstanding any provision of the Plan to the contrary, if the Committee determines, after full consideration of the facts presented on behalf of the Company and an Optionee, that

(a) the Optionee has been engaged in fraud, embezzlement, theft, commission of a felony or dishonesty in the course of his or her employment by or involvement with the Company or a Subsidiary, which damaged the Company or a Subsidiary, or has made unauthorized disclosure of trade secrets or other proprietary information of the Company or a Subsidiary or of a third party who has entrusted such information to the Company or a Subsidiary, or

(b) the Optionee's employment or involvement was otherwise terminated for "cause," as defined in any employment agreement with the Optionee, if applicable, or if there is no such agreement, as determined by the Committee, which may determine that "cause" includes among other matters the willful failure or refusal of the Optionee to perform and carry out his or her assigned duties and responsibilities diligently and in a manner satisfactory to the Committee, then the Optionee's right to exercise an Option shall terminate as of the date of such act (in the case of (a)) or such termination (in the case of (b)) and the Optionee shall forfeit all unexercised Options. If an Optionee whose behavior the Company asserts falls within the provisions of (a) or (b) above has exercised or attempts to exercise an Option prior to a decision of the Committee, the Company shall not be required to recognize such exercise until the Committee has made its decision and, in the event of any exercise shall have taken place, it shall be of no force and effect (and void ab initio) if the Committee makes an adverse determination; provided, however, if the Committee finds in favor of the Optionee then the Optionee will be deemed to have exercised such Option retroactively as of the date he or she originally gave written notice of his or her attempt to exercise or actual exercise, as the case may be. The decision of the Committee as to the cause of an Optionee's discharge and the damage done to the Company or a Subsidiary shall be final, binding and conclusive. No decision of the Committee, however, shall affect in any manner the finality of the discharge of such Optionee by the Company or a Subsidiary.

17. CHANGES IN THE COMPANY'S CAPITAL STRUCTURE

The existence of outstanding Options shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations or other changes in the Company's capital structure or its business or any merger or consolidation of the Company or any issue of bonds, debentures, preferred or preference stock, whether or not convertible into the Stock or other securities, ranking prior to the Stock or affecting the rights thereof, or warrants, rights or options to acquire the same, or the dissolution or liquidation of the Company or any sale or transfer of all or any part of its assets or business or any other corporate act or proceeding, whether of a similar character or otherwise.

The number of shares of Stock in the Option Pool (less the number of shares theretofore delivered upon exercise of Options) and the number of shares of Stock covered by any outstanding Option and the price per share payable upon exercise thereof (provided that in no event shall the option price be less than the par value of such shares) shall be proportionately adjusted for any increase or decrease in the number of issued and outstanding shares of Stock resulting from any subdivision, split, combination or consolidation of shares of Stock or the payment of a dividend in shares of stock or other securities of the Company on the Stock. The decision of the Board as to the adjustment, if any, required by the provisions of this Section shall be final, binding and conclusive.

If the Company merges or consolidates with a wholly-owned subsidiary for the purpose of reincorporating itself under the laws of another jurisdiction, the Optionees will be entitled to acquire shares of Stock of the reincorporated Company upon the same terms and conditions as were in effect immediately prior to such reincorporation (unless such reincorporation involves a change in the number of shares or the capitalization of the Company, in which case proportional adjustments shall be made as provided above) and the

Plan, unless otherwise rescinded by the Board, will remain the Plan of the reincorporated Company.

Except as otherwise provided in the preceding paragraph, if the Company is merged or consolidated with another corporation, whether or not the Company is the surviving entity, or if the Company is liquidated or sells or otherwise disposes of all or substantially all of its assets to another entity while unexercised Options remain outstanding under the Plan, or if other circumstances occur in which the Board in its sole and absolute discretion deems it appropriate for the provisions of this paragraph to apply (in each case, an "Applicable Event"), then (a) each holder of an outstanding Option shall be entitled, upon exercise of such Option, to receive in lieu of shares of Stock, such stock or other securities or property as he or she would have received had he exercised such option immediately prior to the Applicable Event; or (b) the Board may, in its sole and absolute discretion, waive, generally or in one or more specific cases, any limitations imposed pursuant to Section 9 so that some or all Options from and after a date prior to the effective date of such Applicable Event, specified by the Board, in its sole and absolute discretion, shall be exercisable in full; or (c) the Board may, in its sole and absolute discretion, cancel all outstanding and unexercised Options as of the effective date of any such Applicable Event; or (d) the Board may, in its sole discretion, convert some or all Options into options to purchase the stock or other securities of the surviving corporation pursuant to an Applicable Event; or (e) the Board may, in its sole and absolute discretion, assume the outstanding and unexercised options to purchase stock or other securities of any corporation and convert such options into Options to purchase Stock, whether pursuant to this Plan or not, pursuant to an Applicable Event; provided, however, notice of any such cancellation pursuant to clause (c) shall be given to each holder of an Option not less than thirty (30) days preceding the effective date of such Applicable Event, and provided further, however, that the Board may, in its sole and absolute discretion, waive, generally or in one or more specific instances, any limitations imposed pursuant to Section 9 with respect to any Option so that such Option shall be exercisable in full or in part, as the Board may, in its sole and absolute discretion, determine, during such thirty (30) day period.

Except as expressly provided herein, the issue by the Company of shares of Stock or other securities of any class or series or securities convertible into or exchangeable or exercisable for shares of Stock or other securities of any class or series for cash or property or for labor or services either upon direct sale or upon the exercise of rights or warrants to subscribe therefor, or upon conversion of shares or obligations of the Company convertible into such shares or other securities, shall not affect, and no adjustment by reason thereof shall be made with respect to, the number, class or price of shares of Stock then subject to outstanding Options.

18. AMENDMENT OR TERMINATION OF PLAN

The Board may, in its sole and absolute discretion, modify, revise or terminate the Plan at any time and from time to time; provided, however, that without the further approval of the holders of at least a majority of the outstanding shares of Stock, the Board may not (a) materially increase the benefits accruing to Optionees under the Plan or make any "modifications" as that term is defined under Section 424(h)(3) (or its successor) of the Code if such increase in benefits or modifications would adversely affect (i) the availability to the Plan of the protections of Section 16(b) of the Exchange Act, if applicable to the Company,

or (ii) the qualification of the Plan or any Options for "incentive stock option" treatment under Section 422 of the Code; (b) change the aggregate number of shares of Stock which may be issued under Options pursuant to the provisions if the Plan either to any one employee or in the aggregate; or (c) change the class of persons eligible to receive ISOs. Notwithstanding the preceding sentence, the Board shall in all events have the power and authority to make such changes in the Plan and in the regulations and administrative provisions hereunder or in any outstanding Option as, in the opinion of counsel for the Company, may be necessary or appropriate from time to time to enable any Option granted pursuant to the Plan to qualify as an incentive stock option or such other stock option as may be defined under the Code, as amended from time to time, so as to receive preferential federal income tax treatment.

19. EFFECTIVE DATE AND DURATION OF THE PLAN

The Plan shall become effective and shall be deemed to have been adopted on November 5, 1997, unless the Plan shall have terminated earlier, the Plan shall terminate on the tenth (10th) anniversary of its effective date, and no Option shall be granted pursuant to the Plan after the day preceding the tenth (10th) anniversary of its effective date.

AMENDED AND RESTATED

REGISTRATION RIGHTS AGREEMENT

AMONG

AMERICAN TOWER CORPORATION

and

THE STOCKHOLDERS NAMED HEREIN

February 25, 1999

AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT

This Amended and Restated Registration Rights Agreement (this "Agreement") is made and entered into as of February 25, 1999, by and among American Tower Corporation, a Delaware corporation ("ATC"), and the undersigned Persons which have heretofore agreed to acquire or have acquired the Registrable Securities (individually a "Stockholder" and collectively the "Stockholders" which term is further defined in Section 12(a)).

WHEREAS, American Tower Systems Corporation (now known as American Tower Corporation) and certain of the Stockholders are parties to a Registration Rights Agreement, dated as of January 22, 1998 (the "Original Registration Rights Agreement"); and

WHEREAS, ATC and the Stockholders desire to amend and restate the Original Registration Rights Agreement in its entirety to make certain changes to the Original Registration Rights Agreement; and

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

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

1. Registration of Securities.

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

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

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

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

of the offering, and subject to the provisions of Section 1(d), such limitation will be imposed pro rata (based upon the relative proposed public offering price of the Registrable Securities proposed to be included) among all holders of Registrable Securities who requested inclusion in the registration pursuant to this Section.

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

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

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

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

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

Each registration requested pursuant to this Section shall be effected by the filing of a Registration Statement on Form S-1 (or such other form as the Commission may from time to time require in order to effectuate a public offering of common stock of a company such as ATC and in a method of disposition such as that proposed), unless the use of a different form has been agreed upon in writing by holders of not less than a majority in value (based upon the proposed public offering price) of the Registrable Securities as to which registration has so been requested. Notwithstanding the preceding sentence, ATC need not so cause a Registration Statement so filed pursuant to the provisions of this Section on a Form S-1 (or any successor form) to become effective under the Securities Act on more than four (4) occasions, one of which can be initiated only by or with the consent of Cox; provided, however, that there shall be no limit on the number of times ATC is obligated to file Registration Statements on Form S-2 or S-3 (or any successor forms) pursuant to the provisions of this Section (except as contemplated by the definition of Significant Stockholder); and provided further, however, that any registration of Registrable Securities requested by one or more Stockholders pursuant to this Section

which shall not have become and remained effective in accordance with the provisions of Section 1(c) shall not be deemed to be a registration for purposes of this Section.

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

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

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

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

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

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

(A) when the Prospectus or any supplement thereto or any amendment or post-effective amendment to the Registration Statement has been filed, and, with respect to the Registration Statement or any post-effective amendment, when the same has become effective,

(B) of any request by the Commission for amendments or post-effective amendments to the Registration Statement or supplements to the Prospectus or for additional information,

(C) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation or threatening of any proceeding for such purpose,

(D) if at any time the representations and warranties of ATC contemplated by paragraph (xv) below cease to be true and correct in all material respects,

(E) of the receipt by ATC of any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose, and

(F) of the existence of any Event which results in the Registration Statement, the Prospectus or any document incorporated therein by reference containing an untrue statement of material fact or omitting to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

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

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

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

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

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

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

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

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

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

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

(xiv) pay all Registration Expenses in connection with any registration pursuant to the provisions of this Section. Without limiting the generality of the foregoing, in connection with each Registration Statement required hereunder, ATC will reimburse the holders of Registrable Securities being registered pursuant to such Registration Statement for the reasonable fees and disbursements of not more than one counsel (or more than one counsel if a conflict exists among such selling holders in the exercise of the reasonable judgment of counsel for the selling holders and counsel for ATC, provided that such selling holders shall use their reasonable business efforts to minimize conflicts of counsel) chosen by the holders of not less than a majority in value (based on the proposed public offering price) of the Registrable Securities being sold;

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

(A) make such representations and warranties to the holders of such Registrable Securities and the underwriters, if any, in form, substance and scope, reasonably satisfactory to such holders and underwriters, as are customarily made by issuers to underwriters in primary underwritten offerings;

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

(C) obtain so-called "cold comfort" letters and updates thereof from ATC's independent public accountants addressed to the selling holders of Registrable Securities and the underwriters, if any, such letters to be in customary form and covering matters of the type customarily covered in "cold comfort" letters to underwriters in connection with primary underwritten offerings and such other matters as may be reasonably requested by such holders and underwriters;

(D) if an underwriting agreement is entered into, cause the same to set forth in full the indemnification provisions and procedures of Section 3 (or such other substantially similar provisions and procedures as the underwriters shall reasonably request) with respect to all parties to be indemnified pursuant to said Section; and

(E) deliver such documents and certificates as may be reasonably requested by the holders of not less than a majority in value (based on the proposed public offering price) of the Registrable Securities being sold or the underwriters, if any, to evidence compliance with the provisions of this Section and with any customary conditions contained in the underwriting agreement or other agreement entered into by ATC.

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

(xvi) make available to a representative of the holders of not less than a majority in value (based on the proposed public offering price) of the Registrable Securities, any underwriter participating in any disposition pursuant to such Registration Statement, and any attorney or accountant retained by such holders or underwriter, all financial, corporate and other records and documents of ATC, and cause ATC's officers, directors and employees to supply all information reasonably requested by any such representatives, underwriter, attorney or accountant in connection with the registration, with respect to each at such time or times as the person requesting such information shall reasonably determine; provided, however, that any records, information or documents that are designated by ATC in writing as confidential shall be kept confidential by such persons unless disclosure of such records, information or documents is required by court or administrative order or applicable law or otherwise becomes public without breach of the provisions of this paragraph;

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

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

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

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

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

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

2. Conditions to Registration.

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

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

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

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

(d) In the case of any registration requested pursuant to the provisions of Section 1(a), the offering price for any Registrable Securities to be so registered shall be no less than for any securities of the same class then to be registered for sale for the account of ATC or other security holders, unless such Registrable Securities are to be offered from time to time based on the prevailing market price;

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

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

3. Indemnification.

(a) Indemnification by ATC. In the event of the registration of any Registrable Securities under the Securities Act pursuant to the provisions hereof, ATC will, to the extent permitted by Applicable Law, indemnify and hold harmless each Stockholder on whose behalf such Registrable Securities shall have been registered, its partners, trustees, advisory committee members, directors, officers, employees, representatives and agents, each underwriter, broker and dealer, if any, who participates in the offering or sale of such Registrable Securities, and each other Person, if any, who controls such Stockholder or any such underwriter, broker or dealer within the meaning of the Securities Act or the Exchange Act (each such person being hereinafter sometimes referred to as an "indemnified person"), from and against any Claims, joint or several, to which such indemnified person may become subject, including without limitation under the Securities Act, the Exchange Act or any state securities or blue sky law, insofar as such Claims arise out of or are based upon any untrue statement or alleged untrue

statement of any material fact contained or incorporated by reference in any Registration Statement or Prospectus or any amendment or supplement thereto or in any preliminary prospectus, or any document incorporated by reference therein, or arise out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and will reimburse each such indemnified person for any legal or any other expenses reasonably incurred by such indemnified person in connection with investigating or defending, settling or satisfying any such Claim; provided, however, that ATC will not be liable in any such case to the extent that any such Claim arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission made or incorporated by reference in the Registration Statement, Prospectus, amendment or supplement in reliance upon and in conformity with written information furnished to ATC by such indemnified person specifically stating that it is for use in preparation thereof. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified person and shall survive the transfer of such Registrable Securities by such Stockholder

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

(c) Procedure. Promptly after receipt by an indemnified party of notice of the commencement of any action (including any governmental investigation or inquiry), such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party, give written notice to such indemnifying party of the commencement thereof, but the omission so to notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party otherwise than pursuant to the provisions of this Section and then only to the extent such indemnifying party has been prejudiced, or otherwise adversely affected thereby and in no event shall such failure relieve the indemnifying party from any other liability which it may have to the indemnified party. In case any such

action is brought against any indemnified party, and it notifies an indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate in, and to the extent that it may wish, jointly with any other indemnifying party similarly notified, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party, and after notice from the indemnifying party to such indemnified party, the indemnifying party shall not, except as hereinafter provided, be responsible for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof, other than reasonable cost of investigation. No indemnifying party will consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such Claim.

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

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

holder of Registrable Securities agrees that it would not be just and equitable if contribution pursuant to this Section were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this Section. The amount paid or payable by an indemnified party as a result of the Claims referred to above in this Section or Section 4 shall include any legal or other expenses reasonably incurred by such indemnified party in connection with investigation or defending any such action or claim (which shall be limited as provided in Section 3(c) if the indemnifying party has assumed the defense of any such action in accordance with the provisions thereof). The obligations of each Stockholder under this Section 3(d) are several and not joint.

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

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

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

4. Exchange Act Registration.

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

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

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

(c) it will, if not subject to Section 13 to 15(d) of the Exchange Act, upon the request of any Significant Stockholder made on or after December 31, 1998, make publicly available the information specified in subparagraph (c)(2) of said Rule 144, and will take such further action as any Stockholder may reasonably request, all to the extent required from time to time to enable such Stockholder to sell Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by said Rule 144 (or any successor rule or

regulation to either thereof or any statute hereafter adopted to replace or to establish the exemption that is now covered by said Rule 144); and

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

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

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

5. Termination of Registration Obligations.

The obligations of ATC to any Stockholder with respect to its rights of registration provided for in Section 1:

(a) shall continue until such time as Sullivan & Worcester LLP, or other counsel for ATC knowledgeable in securities law matters and reasonably acceptable to such Stockholder has delivered a written opinion to ATC and such Stockholder to the effect that either (i) such Stockholder has no further obligation to comply with the registration requirements of the Securities Act or to deliver a prospectus meeting the requirements of Section 10(a)(3) of the Securities Act in connection with further sales by such Stockholder of Registrable Securities or (ii) such Stockholder is able to sell all of the Registrable Securities owned by him pursuant to the provisions of Rule 144 under the Securities Act in a three-month period; and

(b) shall not apply to any proposed sales or other dispositions or offers therefor of any Registrable Securities with respect to which Sullivan & Worcester LLP, or other counsel for ATC knowledgeable in securities law matters and reasonably acceptable to such Stockholder has

delivered a written opinion to ATC and the Stockholder proposing to make such offer, sale or other disposition to the effect that such Stockholder has no obligation to comply with the registration requirements of the Securities Act or to deliver a prospectus meeting the requirements of Section 10(a)(3) of the Securities Act.

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

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

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

6. Registration Rights of Others.

ATC represents and warrants that it has not previously entered into any agreement with respect to its securities granting any registration rights to any Person.

7. Mergers, etc.

In addition to any other restrictions on mergers, consolidations and reorganizations contained in the Restated Certificate of Incorporation, by-laws or agreements of ATC, ATC covenants and agrees that it shall not, directly or indirectly, enter into any merger, consolidation, sale of all or substantially all of its assets or business, liquidation, dissolution or reorganization in which ATC shall not be the surviving corporation unless the surviving corporation shall, prior to such merger, consolidation or reorganization, agree in a writing to assume all of the obligations of ATC under this Agreement, and for that purpose references hereunder to "Registrable Securities" shall be deemed to include the securities which such holders would be entitled to receive in exchange for Registrable Securities pursuant to any such merger, consolidation, sale of all or substantially all of its assets or business, liquidation, dissolution or reorganization.

8. Annual and Quarterly Reports; Other Information.

ATC will deliver to each Stockholder so long as such Stockholder holds any Registrable Securities:

(a) as soon as practicable after the end of each fiscal year and each quarter, audited annual and unaudited consolidated quarterly financial statements of ATC, including a consolidated balance sheet, a consolidated statement of operations, and a consolidated statement

of cash flow, for such year or quarter, all prepared in accordance with generally accepted accounting principles;

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

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

9. Lock-Up Agreement.

Each Stockholder (other than any Stockholder who is not a director and owns, at such time, 2% or less of all of the Common Stock) agrees that, if required in connection with the contemplated offering by the managing underwriter, (a) it and the Restricted Securities shall be bound by any "lock-up" or other agreement between ATC and any underwriter of Common Stock (or other equity securities of ATC) which may be entered into in connection with each underwritten public offering of the Common Stock (or other equity securities of ATC) so long as the "lock-up" period does not exceed ninety (90) days (or such longer period (not exceeding one hundred and eighty (180) days) in connection with the initial underwritten public offering of Class A Common Stock as the managing underwriters shall have requested) following the commencement of the public offering, and (b) it will execute such agreements or other documents as may be reasonably requested by any such underwriter in order to evidence its agreement set forth in this Section.

10. Withdrawals.

Any Stockholder may at any time withdraw any request made pursuant to Section 1 for registration of its Registrable Securities; provided, however, that to the extent that such withdrawal or withdrawals result in a termination of any offering proposed to be made pursuant to Section 1, ATC shall be deemed to have consummated such offering for purposes of Section 1 unless such Stockholder(s) agree to reimburse ATC for all Registration Expenses incurred by ATC in connection with such terminated offering. Notwithstanding anything in the foregoing provisions of this Section to the contrary, the provisions of this Section shall not be applicable in the event that any such withdrawal or withdrawals resulting in such termination is or are effected on account of (a) ATC's failure to disclose any material fact required to be disclosed in the registration statement or any prospectus relating to such offering or (b) any material adverse change in ATC, its business, assets or condition (financial or other).

11. Definitions.

As used herein, unless the context otherwise requires, the terms (or any variant in the form thereof) set forth in this Agreement shall have the respective meanings so set forth. Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa, and the reference to any gender shall be deemed to include all genders. Unless otherwise defined or the context otherwise clearly requires, terms for which meanings are provided in this Agreement shall have such meanings when used in each agreement, notice, certificate, communication, opinion or other document executed or required to be executed pursuant hereto or thereto or otherwise delivered, from time to time, pursuant hereto or thereto.

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

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

"AGREEMENT" is defined in the first paragraph.

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

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

"ARS AGREEMENT" shall mean the Registration Rights Agreement, dated as of November 1, 1993 by and among ARS and certain of the Stockholders named therein, as amended and restated by the Original Registration Rights Agreement.

"ARS MERGER AGREEMENT" shall mean the Agreement and Plan of Merger, dated as of September 19, 1997, as amended and restated as of December 18, 1997, by and among ARS, CBS Corporation (formerly, Westinghouse Electric Corporation) and R Acquisition Corp.

"ATC" is defined in the first paragraph.

"ATC STOCK PURCHASE AGREEMENT" shall mean the Stock Purchase Agreement, dated as of January 8, 1998, by and between ATC and certain of the Stockholders named therein.

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

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

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

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

"COX" shall mean Cox Telecom Towers, Inc., a Delaware corporation, and shall include any Affiliate of Cox to whom it shall have transferred Registrable Securities in a transaction not involving a registration of such securities under the Securities Act.

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

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

"EQUITY AGREEMENT" shall mean any one of (i) the ARS Agreement, (ii) the ATC Stock Purchase Agreement; (iii) the Gearon Agreement, (iv) the ARS Merger Agreement, and (v) any other agreements approved from time to time by Board of Directors of ATC pursuant to which Common Stock of ATC may be issued. "EQUITY AGREEMENTS" shall mean all of the foregoing agreements.

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

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

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

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

"GEARON AGREEMENT" shall mean the Agreement and Plan of Merger, dated as of November 21, 1997, by and among ATC, American Tower Systems, Inc. (now known as American Towers, Inc.), Gearon & Co., Inc. and J. Michael Gearon, Jr.

"GEARON STOCKHOLDERS" shall mean the parties who received ATC Class A Common Stock in exchange for their capital stock in Gearon & Co., Inc. pursuant to terms and provisions of the Gearon Agreement. All registration decisions of the Gearon Stockholders under this Agreement shall be made by the holders of not less than a majority in value (based on the proposed public offering) of the Registrable Securities held by such Gearon Stockholders.

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

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

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

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

"ORIGINAL REGISTRATION RIGHTS AGREEMENT" is defined in the first Whereas clause.

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

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

"REGISTRABLE SECURITIES" shall mean (a) all shares of Class A Common Stock acquired by any of the Stockholders (i) pursuant to any of the Equity Agreements, or (ii) directly or indirectly through one or more such conversions or exchanges, upon the exercise of conversion or exchange provisions set forth in other securities of ATC issued pursuant to the provisions of any of the Equity Agreements, or pursuant to the redemption or repurchase of any such securities, and (b) all shares of Common Stock of whatever series or class or other equity securities of ATC derived from the Registrable Securities, whether as a result of merger, consolidation, stock split, stock dividend, stock distribution, stock combination, recapitalization or similar event.

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

(a) all registration, filing and listing fees;

(b) fees and expenses of compliance with securities or blue sky laws (including without limitation reasonable fees and disbursements of counsel for the underwriters or selling holders in connection with blue sky and state securities qualifications of the Registrable Securities under the laws of such jurisdictions as the managing underwriters or the holders of not less than a majority in value (based on the proposed public offering price) of the Registrable Securities being sold may designate);

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

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

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

(f) fees and disbursements of underwriters (excluding discounts, commissions or fees of underwriters), selling brokers, dealer managers or similar securities industry professionals

relating to the distribution of the Registrable Securities or legal expenses of any Person other than ATC, the underwriters and the selling holders;

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

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

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

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

(k) ATC's internal expenses (including without limitation all salaries and expenses of its officers and employees performing legal or accounting duties); and

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

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

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

"SIGNIFICANT STOCKHOLDER" shall mean any Stockholder, or group of Stockholders acting together, which owns not less than the following percentage or amount of Common Stock:

(a) if ATC is not then subject to Section 13 or 15(d) of the Exchange Act, (i) shares of Common Stock with a market value (based on the proposed public offering price if the Common Stock is not, at the time, publicly traded) of not less than $25,000,000, or (ii) 15.38% of the outstanding shares of Common Stock (on a fully diluted basis);

(b) if ATC is then so subject to Section 13 or 15(d) of the Exchange Act, shares of Common Stock with a market value of not less than $10,000,000; provided, however, that notwithstanding the foregoing, in the event ATC is, at the time of any request made pursuant to the provisions of Section 1(b), eligible to file a Registration Statement on Form S-3 (or any successor form) with respect to the proposed disposition of the Registrable Securities with respect to which such request has been made, and such form is acceptable to the holders making such request, the minimum market value of the Registrable Securities shall be not less than $5,000,000; and

(c) J. Michael Gearon, Jr. so long as he holds not less than fifty percent (50%) of the shares of Registrable Securities received by him pursuant to the consummation of the Gearon Agreement and proposes to register shares of Registrable Securities with a market value of not less than $10,000,000.

"STOCKHOLDERS" shall mean those persons who executed this Agreement or who hereafter become parties to this Agreement by executing a counterpart hereof, and is further defined in Section 12(a).

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

12. Miscellaneous.

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

(b) Specific Performance; Other Rights and Remedies. Each party recognizes and agrees that the other parties' remedies at law for any breach of the provisions of this Agreement would be inadequate and agrees that for breach of such provisions, each such party shall, in addition to such other remedies as may be available to it at law or in equity or as provided in this Agreement, be entitled to injunctive relief and to enforce its rights by an action for specific performance to the extent permitted by Law. Each party hereby waives any requirement for security or the posting of any bond or other surety in connection with any temporary or permanent award of injunctive, mandatory or other equitable relief. Nothing herein contained shall be construed as prohibiting any party from pursuing any other remedies available to it for such breach or threatened breach, including without limitation the recovery of damages.

(c) Expenses. Each party shall pay its own expenses incident to the negotiation, preparation, performance and enforcement of this Agreement (including all fees and expenses of its counsel, accountants and other consultants, advisors and representatives for all activities of such persons undertaken pursuant to this Agreement), except to the extent otherwise specifically set forth in this Agreement.

(d) Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, covenants, promises, conditions, understandings, inducements, representations and negotiations, expressed or implied, oral or written, among them as to such subject matter.

(e) Waivers; Amendments. Notwithstanding anything in this Agreement to the contrary, amendments to and modifications of this Agreement may be made, required consents and approvals may be granted, compliance with any term, covenant, agreement, condition or other provision set forth herein may be omitted or waived, either generally or in a particular instance and either retroactively or prospectively with, but only with, the written consent of ATC (to the extent it is entitled to the benefit thereof) and (i) with respect to the rights of the Stockholders set forth in Section 1(b), including without limitation the definition of Significant Stockholder (except with respect to clause (c) of the definition of Significant Stockholder which cannot be amended or modified without the prior written consent of J. Michael Gearon, Jr., or his respective successors or assigns), two-thirds (2/3) in interest of the Stockholders, and (ii) with respect to all other rights and obligations of the Stockholders, a majority in interest of the Stockholders (to the extent they are entitled to the benefit thereof or obligated thereby); provided, however, that (x) in the event any such amendment, modification, consent, approval or waiver shall be for the benefit of or materially adverse to less than all of the Stockholders, such amendment, modification, consent, approval or waiver shall require a majority in interest of those Stockholders who are not so benefitted or who are so materially adversely affected and (y) ATC may from time to time amend this Agreement solely to add Stockholders to this Agreement, subject only to the approval of the Board of Directors in accordance with Section 6.

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

If to American Tower Corporation, at

116 Huntington Avenue
Boston, MA 02116
Attention: Steven B. Dodge, Chairman of the Board and Chief Executive Officer
Facsimile: (617) 375-7575

with a copy to:

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

If to any Stockholder, at his address as it appears on the stock records of ATC, and/or to such other person(s), telex or facsimile number(s) or address(es) as the party to receive any such communication or notice may have designated by written notice to the other parties.

(g) Severability. If any provision of this Agreement shall be held or deemed to be, or shall in fact be, invalid, inoperative, illegal or unenforceable as applied to any particular case in any jurisdiction or jurisdictions, or in all jurisdictions or in all cases, because of the conflicting of any provision with any constitution or statute or rule of public policy or for any other reason, such circumstance shall not have the effect of rendering the provision or provisions in question invalid, inoperative, illegal or unenforceable in any other jurisdiction or in any other case or circumstance or of rendering any other provision or provisions herein contained invalid, inoperative, illegal or unenforceable to the extent that such other provisions are not themselves actually in conflict with such constitution, statute or rule of public policy, but this Agreement shall be reformed and construed in any such jurisdiction or case as if such invalid, inoperative, illegal or unenforceable provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted in such jurisdiction or in such case, except when such reformation and construction could operate as an undue hardship on either party, or constitute a substantial deviation from the general intent and purpose of such party as reflected in this Agreement. The parties shall endeavor in good faith negotiations to replace the invalid, inoperative, illegal or unenforceable provisions with valid, operative, legal and enforceable provisions the economic effect of which comes as close as possible to that of the invalid, inoperative, illegal or unenforceable provisions.

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

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

(j) Governing Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the applicable laws of the United States of America and the domestic substantive laws of the State of New York without giving effect to any choice or conflict of laws provision or rule that would cause the application of domestic substantive laws of any other jurisdiction.

(k) Further Acts. Each party agrees that at any time, and from time to time, before and after the consummation of the transactions contemplated by this Agreement, it will do all such things and execute and deliver all such agreements, assignments, instruments, other documents and assurances, as any other party or its counsel reasonably deems necessary or desirable in order to carry out the terms and conditions of this Agreement and the transactions contemplated hereby or to facilitate the enjoyment of any of the rights created hereby or to be created hereunder.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement as of February 25, 1999.

American Tower Corporation

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

_____
Steven B. Dodge

Thomas S. Dodge Irrevocable Trust

By:_____
Name:
Title:

Kristen A. Dodge Irrevocable Trust

By:_____
Name:
Title:

Benjamin P. Dodge Irrevocable Trust

By:_____
Name:
Title:

_____
Norman A. Bikales

_____
Alan L. Box

_____
Charlton H. Buckley

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

By: _____
Name: Arnold L. Chavkin
Title: General Partner

_____
James S. Eisenstein

_____
Arthur C. Kellar

_____
Michael B. Milsom

_____
Steven J. Moskowitz

_____
Joseph L. Winn

_____
Thomas H. Stoner

Thomas H. Stoner and Bessemer Trust Company,
Trustees of Ruth H. Spencer Irrevocable Trust

By:_____

Bessemer Trust Company, Trustee of
Thomas H. Stoner Irrevocable Trust,

By:_____

_____
Katharine E. Stoner

_____
Ruth Rochelle Stoner

_____
Thomas Stoner, Jr.

_____
Theodore A. Stoner

_____
Katharine E. Stoner, Trustee of
Alden Ellsworth Stoner 30 Trust

_____
Katharine E. Stoner, Trustee of
Lavonne Elizabeth Ellsworth 21 Trust

Bessemer Trust Company, Trustee of
Alden Elizabeth Stoner 35 Trust

By:_____
Name:
Title:

Katharine and Thomas Stoner Foundation

By:_____
Name:
Title:

Thomas H. Stoner Charitable Remainder Unitrust
dated May 3, 1993

By:_____
Name:
Title:

Gearon Stockholders:

_____
J. Michael Gearon, Jr.

The 1997 Gearon Family Trust

_____
By: J. Michael Gearon, Sr., Trustee

_____
Dan King Brainard

_____
Jeff Ebihara

_____
Doug Wiest

American Tower Corporation Stockholders:

_____
Fred R. Lummis

Clear Channel Communications, Inc.

By:_____
Name:
Title:

Chase Manhattan Capital L.P.

By:_____
Name: Arnold L. Chavkin
Title: General Partner

The Spotted Dog Farm, L.P.

By:_____
General Partner

Webbmont Holdings, L.P.

By:_____
General Partner

_____
Jack D. Furst

Catherine Forgrave Hicks 1993 Trust

By:_____

John Alexander Hicks 1984 Trust

By:_____

Mack Hardin Hicks 1984 Trust*

By:_____

Robert Bradley Hicks 1984 Trust*

By:_____

Thomas O. Hicks Jr. 1984 Trust*

By:_____

_____

Thomas O. Hicks*

William Cree Hicks 1992 Trust*

By:_____

HMTF/Omni Partners, L.P.*

By: Hm3/Omni America Partners, LLC, its General Partner

By:_____
Daniel S. Druss
Vice President

_____
Dan H. Blanks*

_____
David R. Deniger*

The Melanie Levitt Trust 1996*

By:_____
Michael J. Levitt

_____
Michael J. Levitt*

The Stephen A. Levitt Trust 1996*

By:_____
Michael J. Levitt

_____
John R. Muse*

_____
Lawrence D. Stuart, Jr.*

_____
Charles W. Tate*

Hicks, Muse, Tate & Furst Incorporated*

By:_____

* Hicks, Muse, Tate & Furst Incorporated is hereby appointed as agent for this signatory for purposes of this agreement.

Cox Telecom Towers, Inc.

By:_____
Name: Dean Eisner
Title: President

TeleCom Towers, Inc.

By:_____
Name: Randall N. Smith
Title: Chairman and CEO

USEI Stockholders

_____
Name: James A.R. Veeder

_____
Name: Daniel E. Murphy

_____
Name: Valrie L. Murphy

Veeder Family Trust

By:_____
Name: James A.R. Veeder
Title: Trustee

Galaxy Engineering Services, Inc. Stockholders:

_____
Joseph Forbes

Moore Family Holdings, L.P.

By:_____
Name:
Title:

_____
Paul Blaser

_____
Drew Davis

_____
Louis Roberts

_____
John Cody Sutherland

_____
Colin Holland

_____
Jim Bennett

Carl R. Moore Family Holdings Limited

By:_____
Name: Carl R. Moore
Title: Manager

EarleMost Investments, L.P.

By:_____
Name: Earle J. Bensing
Title: General Partner

_____
David Smartt

1999 Roy J. Moore II Trust

By:_____
Carl Moore, as Trustee

1999 Brooke Moore Trust

By:_____
Carl Moore, as Trustee

1999 Matthew Moore Trust

By:_____
Carl Moore, as Trustee

_____
Joseph Forbes, as custodian for Julia Marie Forbes pursuant to the U/G/M/A

_____
Joseph Forbes, as custodian for Jared Joseph Forbes pursuant to the U/G/M/A

Kline Iron & Steel Co., Inc.

By:_____
Name: Jerome C. Kline
Title: President

Kline Family Stockholders

_____
Jerome C. Kline

_____
Sue David Kline, Trustee for Jerome Carl Kline, Jr.

_____
Sue David Kline, Trustee for Amy Beth Kline

_____
Sue David Kline, Trustee for David Bernard Kline

IN WITNESS WHEREOF, the undersigned hereby executes the Agreement, and hereby authorizes this signature page to be attached to a counterpart of such Agreement executed by the other parties thereto.

AIRTOUCH COMMUNICATIONS, INC.,
a Delaware corporation

By: _____
Print Name: Gregory Caligari
Title: Assistant Secretary

AIRTOUCH CELLULAR,
a California corporation

By: _____
Print Name: Gregory Caligari
Title: Secretary

VODAFONE AIRTOUCH LICENSES LLC,
a Delaware limited liability company

By: Air Touch Communications, Inc.
Its Sole Member

By: _____
Print Name: Gregory Caligari
Title: Assistant Secretary

NEW PAR,
a Delaware general partnership

By: AirTouch Cellular, Inc.
A general partner

By: _____
Name: Gregory Caligari
Title: Secretary

COCONINO, ARIZONA RSA LIMITED PARTNERSHIP, an Arizona limited partnership

By: AirTouch Communications, Inc.
A general partner

By: _____
Print Name: Gregory Caligari
Title: Assistant Secretary

BOISE CITY MSA LIMTED PARTNERSHIP,
a Delaware limited partnership

By: AirTouch Communications, Inc.
as general partner

By: _____
Print Name: Gregory Caligari
Title: Assistant Secretary

COLORADO RSA NO. 3 LIMITED PARTNERSHIP,
a Delaware limited partnership

By: AirTouch Communications, Inc.
A general partner

By: _____
Print Name: Gregory Caligari
Title: Assistant Secretary

YUMA, ARIZONA RSA LIMITED PARTNERSHIP, an Arizona limited partnership

By: AT Arizona II, LLC
Its: General Partner

By: Vodafone AirTouch Licenses LLC,
Its: Sole Member

By: AirTouch Communications, Inc.
Its: Sole Member

By: _____
Print Name: Gregory Caligari
Title: Assistant Secretary

SPOKANE MSA LIMITED PARTNERSHIP,
a Delaware limited partnership

By: AirTouch Communications, Inc.
A general partner

By: _____
Print Name: Gregory Caligari
Title: Assistant Secretary

OLYMPIA CELLULAR LIMITED PARTNERSHIP,
a Delaware limited partnership

By: AirTouch Communications, Inc.
A general partner

By: _____
Print Name: Gregory Caligari
Title: Assistant Secretary

SEATTLE SMSA LIMITED PARTNERSHIP,
a Delaware limited partnership

By: AirTouch Communications, Inc.
as general partner

By: _____
Print Name: Gregory Caligari
Title: Assistant Secretary

SACRAMENTO VALLEY LIMITED PARTNERSHIP,
a California limited partnership

By: AirTouch Cellular
as general partner

By: _____
Print Name: Gregory Caligari
Title: Assistant Secretary

OMAHA CELLULAR TELEPHONE COMPANY,
a New York general partnership

By: AirTouch Nebraska, Inc.,
A general partner

By: _____
Print Name: Gregory Caligari
Title: Secretary

DES MOINES MSA GENERAL PARTNERSHIP,
an Iowa general partnership

By: AirTouch Iowa, Inc.
A general partner

By: _____
Print Name: Gregory Caligari
Title: Secretary

DULUTH MSA LIMITED PARTNERSHIP,
a Delaware limited partnership

By: AirTouch Minnesota, Inc.,
as general partner

By: _____
Print Name: Gregory Caligari
Title: Secretary

ATHENS CELLULAR, INC.,
a Delaware corporation

By: _____
Print Name: Gregory Caligari
Title: Assistant Secretary

SPRINGFIELD CELLULAR TELEPHONE COMPANY,
an Ohio general partnership

By: New Par, a General Partnership,
as General Partner

By: AirTouch Cellular, Inc.
A general partner

By: _____
Print Name: Gregory Caligari
Title: Assistant Secretary

HAMILTON CELLULAR TELEPHONE COMPANY,
an Ohio general partnership

By: New Par, a General Partnership,
as General Partner

By: AirTouch Cellular, Inc.
A general partner

By: _____
Print Name: Gregory Caligari
Title: Assistant Secretary

MUSKEGON CELLULAR PARTNERSHIP,
a District of Columbia general partnership

By: AirTouch Cellular of Michigan
A general partner

By: _____
Print Name: Gregory Caligari
Title: Assistant Secretary

WASATCH UTAH RSA 2 LIMITED PARTNERSHIP,
a Delaware limited partnership

By: AirTouch Utah, Inc.
as general partner

By: _____
Print Name: Gregory Caligari
Title: Secretary

REDDING MSA LIMITED PARTNERSHIP,
a California limited partnership

By: Sacramento Valley Limited Partnership,
a Limited Partnership,
A general partner

By: AirTouch Cellular
as general partner

By:_____
Print Name: Gregory Caligari
Title: Secretary

RSA 7 Limited Partnership (IOWA),
an Iowa limited partnership

By: AirTouch Iowa RSA 7, Inc.
A general partner

By:_____
Print Name: Gregory Caligari
Title: Secretary

IDAHO RSA NO. 1 LIMITED PARTNERSHIP,
a Delaware limited partnership

By: AirTouch Communications, Inc.,
A general partner

By:_____
Print Name: Gregory Caligari
Title: Secretary

IDAHO RSA NO. 2 LIMITED PARTNERSHIP,
a Delaware limited partnership

By: AirTouch Idaho, Inc.,
as general partner

By:_____
Print Name: Gregory Caligari
Title: Secretary

IDAHO RSA 3 LIMITED PARTNERSHIP,
a Delaware limited partnership

By: AirTouch Idaho, Inc.,
as general partner

By:_____
Print Name: Gregory Caligari
Title: Secretary

MODOC RSA LIMITED PARTNERSHIP,
a California limited partnership

By: AirTouch Cellular
as general partner

By:_____
Print Name: Gregory Caligari
Title: Secretary

GREAT SALT FLATS GENERAL PARTNERSHIP,
an Utah general partnership

By: AirTouch Utah, Inc.
A general partner

By:_____
Print Name: Gregory Caligari
Title: Secretary

IN WITNESS WHEREOF, the undersigned hereby executes the Amended and Restated Registration Rights Agreement, and hereby authorizes this signature page to be attached to a counterpart of such Agreement executed by the other parties thereto.

Publicom Stockholders

_____
Name: Ana M. Diaz

Sheridan Dickinson Revocable Trust

By:_____
Name: Sheridan Dickinson, Sr.
Title: Trustee

_____
Name: Sheridan Dickinson, Jr.

_____
Name: Julian Gonzalez

_____
Name: Jaime Dickinson

American Tower Corporation hereby acknowledges and consents to the Publicom Stockholders identified above becoming parties as Stockholders to the Amended and Restated Registration Rights Agreement

AMERICAN TOWER CORPORATION

By:_____
Name: Michael B. Milsom
Title: Vice President

IN WITNESS WHEREOF, the undersigned hereby executes the Amended and Restated Registration Rights Agreement, and hereby authorizes this signature page to be attached to a counterpart of such Agreement executed by the other parties thereto.

Tower Ventures, Inc. stockholders

_____
William P. Collatos

_____
Joseph V. Gallagher

_____
Robert J. Maccini

_____
C. Kevin Landry

The Applegate Family Trust

_____
By: Brion B. Applegate
Title: Trustee

_____
Linda C. Wisnewski

_____
Kristen S. Maccini

American Tower Corporation hereby acknowledges and consents to the Tower Ventures stockholders identified above becoming parties as Stockholders to the Amended and Restated Registration Rights Agreement

AMERICAN TOWER CORPORATION

By: _____

Name: Ross W. Elder
Title: Vice President

IN WITNESS WHEREOF, the undersigned hereby executes the Agreement, and hereby authorizes this signature page to be attached to a counterpart of such Agreement executed by the other parties thereto.

Flash Stockholder

_____
Name: William F. Somers

American Tower Corporation hereby acknowledges and consents to the Flash Stockholder identified above becoming a party as Stockholder to the Amended and Restated Registration Rights Agreement

AMERICAN TOWER CORPORATION

By:
_____
Name: Justin D. Benincasa
Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned hereby executes the Agreement, and hereby authorizes this signature page to be attached to a counterpart of such Agreement executed by the other parties thereto.

Modern Stockholder

_____
Name: William F. Somers

American Tower Corporation hereby acknowledges and consents to the Modern Stockholder identified above becoming a party as Stockholder to the Amended and Restated Registration Rights Agreement

AMERICAN TOWER CORPORATION

By:
_____
Name: Justin D. Benincasa
Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned hereby executes the Amended and Restated Registration Rights Agreement, and hereby authorizes this signature page to be attached to a counterpart of such Agreement executed by the other parties thereto.

Vancomm, Inc. stockholders

_____

Jerry Glaser

_____

Michael Moskowitz

_____

Paul Papay

_____

Peter Papay

American Tower Corporation hereby acknowledges and consents to the Vancomm, Inc. stockholders identified above becoming a party as Stockholders to the Amended and Restated Registration Rights Agreement

AMERICAN TOWER CORPORATION

By:_____
Name: Justin D. Benincasa
Title: Senior Vice President

IN WITNESS WHEREOF, the undersigned hereby execute the Amended and Restated Registration Rights Agreement, and hereby authorizes this signature page to be attached to a counterpart of such Agreement executed by the other parties thereto.

_____
Access Technology Partners, L.P.

_____
Access Technology Partners Brokers Fund, L.P.

_____
Joseph T. Arsenio II

_____
Jeffrey Barbakow

_____
BayStar Capital, L.P.

_____
Bay Star International Ltd.

_____
David & Annika Bernstein

_____
Stanley & Charlotte Bernstein

_____
Stephen & Gayle Bernstein

_____
CBK Investments, G.P.

_____
Hector Chao

_____
Liz Chow

_____
City National Bank, Trustee

_____
David Vaun Crumly

_____
Crumly Family Partners Limited

_____
Richard d'Abo

_____
Delaware Charter Guarantee & Trust Co.,
Cust. Joseph T. Arsenio II

_____
Delaware Charter Guarantee & Trust Co.,
Cust. Joseph T. Arsenio II, IRA

_____
Delaware Charter Guarantee & Trust Co.,
Cust. Joseph T. Arsenio II, IRA Rollover

_____
Delaware Charter Guarantee & Trust Co.,
Cust. Joseph T. Arsenio II, IRA SEP

_____
Andrew & Donna Dietz

_____
Irene B. Dorsey

_____
Evergreen Trust, U/A/D 6-12-90

_____
Bruce and Patricia Fisher

_____

Jonathan Gans

_____

Rock Steven Gnatovich

_____

David Golden

_____

Howard Goldman

_____

Gotel Investments Ltd.

_____

Bruce J. Greenbaum & Teri Greenbaum,
Trustees

_____

Ruth Greenbaum & Monroe A. Greenbaum, Trustees

_____

Scott D. & Susan B. Greenbaum

_____

Eliezer A. Gurfel III

_____

Barry L. Guterman and Sheryl L. Guterman,
Co-Trustees

_____

Ken Halloway

_____

Hambrecht & Quist California

_____

Hambrecht & Quist Employee Venture
Fund L.P. II

_____

Terry Hanson

_____

Peter Hartz, Trustee U/A dtd 9/20/90 by
Hartz Revocable Trust

_____

Carl Hirsch

_____

Intel Corporation

_____

Charles Isgar

_____

Yolanta Jakubiec

_____

June Investments, LLC

_____

Kinda Associates, a Massachusetts General
Partnership

_____

James Koisrud

_____

James Koisrud & Sookhi Ro

_____

Donald J. Kula

_____

Mike Labriola

_____

Evelyn Lee

_____

Sandra J. Levin

_____

James and Linda Lippman 1989 Trust:
James Lippman

_____

Max Loubiere

_____

Jon Mansey

_____

Steve Meepos

_____

Brett Messing

_____

Brian Messing

_____

Brian and Sandy Messing

_____

Debra Messing

_____

Natalie Messing, UGMA, Brett Messing,
Custodian

_____

Samantha Messing, UGMA, Brett Messing,
Custodian

_____

Steven J. Miller

_____

Carlos Moran

_____

Chris Mulhern

_____

Mia Mulhern

_____

Tom Mulhern

_____

Michael Nesmith

_____

Newberg Family Trust dated 12-18-90

_____

Barry Newburger

_____

Mira Nikolic

_____

Norman Pattiz, Trustee, Pattiz Family Trust

_____

Philip Michael Nunez & Debora Weston Nunez

_____

Alyssa Pearlstein, UGMA, David Pearlstein,
Custodian

_____

David and Gina Pearlstein

_____

Nicole Pearlstein, UGMA, David
Pearlstein, Custodian

_____

Sonny Pearlstein

_____

Sonny and Marsha Pearlstein

_____

Zachary Pearlstein, UGMA, David Pearlstein,
Custodian

Jim Petit

Pequot Private Equity Fund II, L.P.

R&M Interpacket Investors, G.P.

Bruce Raben

Josh Rafner

Mitchell S. Rosenzweig

Alan Rothenberg

Mark Rubin

Allen Sciarillo

Robert Schiowitz

The Sear Family Trust

Lori Segaux

Michael J. Shepard

Steven & Janine Simenhoff

Julie Spira, as Trustee, The Julia Spira Inter Vivos Trust dated June 22, 2000

Jeffrey Sudikoff

Timothy F. Sylvester

George & Lenore Travis

Bruce Tyson, Trustee for Evergreen Trust, U/A/D 6-12-90

Juliana Long Tyson, UGMA Bruce Tyson, Custodian

VF Family Partnership

Paul Vogel

Gary Vollen

W2 Ventures Partners, LLC

Alan E. & Stephanie C. Weston, Trustees

Craig E. Weston

Rodney & Judith Williams

William Wisniewski

_____
Bob Wotherspoon

_____
John Yona

_____
Loveday Ziluca

_____
Kenneth H. Zimble

_____
Lisa Zimble

_____
Oliver Zimble, UGMA, Peter Zimble,
Custodian

_____
Patricia E. Cohen Zimble Trust

_____
Peter Zimble

_____
Shari Zimble

American Tower Corporation hereby acknowledges and consents to the above named holders of InterPacket Stock becoming a party as a Stockholder to the Amended and Restated Registration Rights Agreement

AMERICAN TOWER CORPORATION

By:_____
Authorized Officer:

IN WITNESS WHEREOF, the undersigned hereby execute the Agreement, and hereby authorize this signature page to be attached to a counterpart of such Agreement executed by the other parties thereto.

By:_____
Name: Joseph J. Catapano

By:_____
Name: Joseph P. Catapano

American Tower Corporation hereby acknowledges and consents to each individual listed above becoming a party as Stockholder to the Amended and Restated Registration Rights Agreement

AMERICAN TOWER CORPORATION

By:_____
Name: Justin D. Benincasa
Title: Senior Vice President