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

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FORM 10-Q  
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(Mark One):

Quarterly report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934. For the quarterly period ended September 30, 1999.

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

Commission File Number: 001-14195

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

Delaware  
(State or other jurisdiction of incorporation or organization)

65-0723837  
(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  No

Class of Common Stock	Outstanding at November 1, 1999
-----	-----
Class A Common Stock.....	144,500,686 shares
Class B Common Stock.....	8,778,644 shares
Class C Common Stock.....	2,422,804 shares
Total.....	155,702,134 shares =====

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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)

	September 30, 1999	December 31, 1998
	-----	-----
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents.....	\$ 41,711	\$ 186,175
Accounts receivable, net of allowance for doubtful accounts of \$2,308 and \$1,230, respectively.....	38,818	15,506
Prepaid and other current assets.....	9,397	4,065
Inventories.....	7,123	
Costs in excess of billings on uncompleted contracts.....	9,402	1,344
Deferred income taxes.....	495	495
Due from CBS Corporation.....	12,593	
	-----	-----
Total current assets.....	119,539	207,585
	-----	-----
PROPERTY AND EQUIPMENT, net.....	892,245	449,476
GOODWILL AND OTHER INTANGIBLE ASSETS, net.....	1,275,807	718,575
NOTES RECEIVABLE.....	72,156	7,585
DEPOSITS AND OTHER LONG-TERM ASSETS.....	133,113	9,406
INVESTMENTS.....	14,695	298
DEFERRED INCOME TAXES.....	113,003	109,418
	-----	-----
TOTAL.....	\$2,620,558	\$1,502,343
	=====	=====
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Current portion of long-term debt.....	\$ 2,653	\$ 1,652
Accounts payable.....	15,497	6,696
Accrued expenses.....	24,015	11,347
Accrued tower construction costs.....	20,142	16,099
Accrued interest.....	3,653	1,132
Billings in excess of costs on uncompleted contracts.....	11,246	6,610
Accrued separation expenses.....		5,058
Due to CBS Corporation.....		45,127
Accrued acquisition purchase price.....	353	21,914
	-----	-----
Total current liabilities.....	77,559	115,635
	-----	-----
LONG-TERM DEBT.....	375,987	279,477
OTHER LONG-TERM LIABILITIES.....	3,369	1,429
	-----	-----
Total liabilities.....	456,915	396,541
	-----	-----
MINORITY INTEREST IN SUBSIDIARIES.....	5,909	4,116
	-----	-----
COMMITMENTS AND CONTINGENCIES		
REDEEMABLE CLASS A COMMON STOCK:		
\$.01 par value, 336,250 shares issued and outstanding; at estimated redemption value of \$29.56 per share.....		9,940
	-----	-----
STOCKHOLDERS' EQUITY:		
Preferred Stock; \$0.01 par value; 20,000,000 shares authorized; no shares issued or outstanding.....		
Class A Common Stock; \$.01 par value; 500,000,000 shares authorized; 144,466,550 and 96,291,111 shares issued and outstanding, respectively.....	1,445	963
Class B Common Stock, \$.01 par value; 50,000,000 shares authorized; 8,811,940 and 9,001,060 shares issued and outstanding, respectively.....	88	90
Class C Common Stock, \$.01 par value; 10,000,000 shares authorized; 2,422,804 and 3,002,008 shares		

issued and outstanding, respectively.....	24	30
Additional paid-in capital.....	2,239,881	1,140,365
Accumulated deficit.....	(82,176)	(49,702)
	-----	-----
Total.....	2,159,262	1,091,746
Less: Treasury stock (76,403 shares at cost).....	(1,528)	
	-----	-----
Total stockholders' equity.....	2,157,734	1,091,746
	-----	-----
TOTAL.....	\$2,620,558	\$1,502,343
	=====	=====

See notes to condensed consolidated financial statements.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

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

	Three Months Ended September 30,		Nine Months Ended September 30,	
	1999	1998	1999	1998
<b>REVENUES:</b>				
Rental and management.....	\$ 37,768	\$ 17,719	\$ 94,640	\$ 39,305
Services.....	22,710	6,572	54,948	18,848
Video, voice, data and Internet transmission.....	7,061	6,187	19,512	13,332
Total revenues.....	67,539	30,478	169,100	71,485
<b>OPERATING EXPENSES:</b>				
Operating expenses excluding depreciation and amortization, tower separation and corporate general and administrative expenses:				
Rental and management.....	17,917	8,087	43,488	18,417
Services.....	17,110	4,677	41,795	15,412
Video, voice, data and Internet transmission.....	5,478	3,928	14,242	8,697
Depreciation and amortization.....	35,111	17,243	92,919	32,998
Tower separation expense.....		159		12,616
Corporate general and administrative expense.....	2,255	1,561	6,395	3,186
Total operating expenses.....	77,871	35,655	198,839	91,326
LOSS FROM OPERATIONS.....	(10,332)	(5,177)	(29,739)	(19,841)
<b>OTHER INCOME (EXPENSE):</b>				
Interest expense.....	(5,958)	(7,121)	(17,497)	(17,023)
Interest income and other, net....	3,162	4,451	13,899	6,283
Minority interest in net (earnings) losses of subsidiaries.....	(158)	(66)	(79)	(255)
TOTAL OTHER INCOME (EXPENSE).....	(2,954)	(2,736)	(3,677)	(10,995)
LOSS BEFORE INCOME TAXES AND EXTRAORDINARY LOSSES.....	(13,286)	(7,913)	(33,416)	(30,836)
INCOME TAX BENEFIT.....	195	1,955	942	4,934
LOSS BEFORE EXTRAORDINARY LOSSES...	(13,091)	(5,958)	(32,474)	(25,902)
EXTRAORDINARY LOSS ON EXTINGUISHMENT OF DEBT, NET OF INCOME TAX BENEFIT OF \$921.....				(1,382)
EXTRAORDINARY LOSS ON REDEMPTION OF INTERIM PREFERRED STOCK, NET OF INCOME TAX BENEFIT OF \$5,000.....		(7,510)		(7,510)
NET LOSS.....	\$ (13,091)	\$ (13,468)	\$ (32,474)	\$ (34,794)
<b>BASIC AND DILUTED NET LOSS PER COMMON SHARE AMOUNTS--</b>				
Loss Before Extraordinary Losses.....	\$ (.08)	\$ (.06)	\$ (.22)	\$ (.37)
Extraordinary Losses.....		(.07)		(.13)
NET LOSS.....	\$ (.08)	\$ (.13)	\$ (.22)	\$ (.50)
<b>WEIGHTED AVERAGE NUMBER OF COMMON SHARES OUTSTANDING.....</b>				
	155,625	104,621	147,588	70,103

See notes to condensed consolidated financial statements.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

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

	Nine Months Ended September 30,	
	1999	1998
CASH FLOWS PROVIDED BY OPERATING ACTIVITIES.....	\$ 56,561	\$ 2,878
CASH FLOWS USED FOR INVESTING ACTIVITIES:		
Payments for purchase of property and equipment and construction in progress.....	(173,864)	(76,291)
Payments for acquisitions, net of cash acquired.....	(361,256)	(140,384)
Advances of notes receivable.....	(64,488)	(11,100)
Proceeds from notes receivable.....	538	2,000
Deposits, investments and other long-term assets.....	(137,693)	(2,140)
Cash used for investing activities.....	(736,763)	(227,915)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings under notes payable and credit facilities...	95,357	205,500
Repayment of notes payable and credit facilities.....	(143,233)	(136,954)
Net proceeds from equity offerings and stock options...	634,293	707,399
Cash transfers to CBS Corporation.....	(50,000)	(221,665)
Net proceeds from Interim Preferred Stock.....		300,000
Redemption of Interim Preferred Stock.....		(303,117)
Contributions from ARS.....		56,954
Cash transfers to ARS.....		(51,856)
Distributions to minority interest.....	(315)	(314)
Deferred financing costs.....	(364)	(22,052)
Cash provided by financing activities.....	535,738	533,895
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS.....	(144,464)	308,858
CASH AND CASH EQUIVALENTS, BEGINNING OF PERIOD.....	186,175	4,596
CASH AND CASH EQUIVALENTS, END OF PERIOD.....	\$ 41,711	\$ 313,454
CASH PAID FOR INCOME TAXES.....	\$ 1,401	\$ 239
CASH PAID FOR INTEREST.....	\$ 16,006	\$ 16,036
NON-CASH TRANSACTIONS:		
Contribution of property and equipment and other assets from ARS.....		\$ 6,488
Issuance of common stock and assumption of options for acquisitions.....	\$ 448,037	\$ 363,609
Increase in deferred tax assets from corporate restructuring.....		\$ 135,000
(Decrease) increase in due to CBS Corporation from estimated remaining tax liabilities.....	\$ (7,813)	\$ 131,660
Escrow return -- treasury stock.....	\$ 1,528	

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 or American Tower), without audit, pursuant to the rules and regulations of the Securities and Exchange Commission (SEC). The financial information included herein is unaudited; however, the Company believes such information and the disclosures are adequate to make the information presented not misleading. In addition, the Company believes such information reflects all adjustments (consisting 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 1998 Annual Report on Form 10-K and interim reports on Form 10Q for the three month periods ended March 31, 1999 and June 30, 1999 filed with the SEC on March 19, 1999, May 17, 1999 and August 16, 1999, respectively.

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

Loss Per Common Share--Basic and diluted income or loss per common share have been determined in accordance with Statement of Financial Accounting Standards (FAS) No. 128, "Earnings Per Share," whereby basic income or loss per common share is computed by dividing net income or loss by the weighted average number of common shares outstanding during the period. Diluted per share amounts are computed by adjusting the weighted average number of common shares for dilutive potential common shares outstanding during the period, if any. In computing diluted per share amounts, the Company uses the treasury stock method, whereby unexercised options are assumed to be exercised at the beginning of the period or at issuance, if later. The assumed proceeds are then used to purchase common shares at the average market price during the period. Shares outstanding upon the consummation of the ATC Separation (as defined in note 2 below) are assumed to be outstanding for all periods prior to June 4, 1998. Shares issuable upon exercise of options have been excluded from the computation of diluted income or loss per common share as the effect is anti-dilutive. Had options been included in the computation, shares for the diluted computation would have increased by approximately 5.0 and 5.4 million and 4.4 and 4.0 million for the three and nine month periods ended September 30, 1999 and 1998, respectively.

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

Recent Accounting Pronouncement--In June 1998, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards (FAS) No. 133, Accounting for Derivative Instruments and Hedging Activities, as amended in May 1999 by FAS No. 137. This statement establishes accounting and reporting standards for derivative instruments. It requires that an entity recognize all derivatives as either assets or liabilities in the statement of financial position, and measure those instruments at fair value. The accounting for changes in the fair value of a derivative (that is, gains and losses) will depend on the entity's intended use of the derivative and its resulting designation (as defined in the statement). FAS No. 133, as amended, is effective for all fiscal quarters of all fiscal years beginning after January 1, 2000. The Company is currently in the process of evaluating the impact FAS No. 133 will have on the Company and its consolidated financial statements.

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



AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS--(UNAUDITED)

2. ATC Separation

As disclosed in the Company's 1998 Annual Report on Form 10-K, the Company was formerly a wholly-owned subsidiary of American Radio Systems Corporation (ARS) until its spin-off from ARS on June 4, 1998 (the ATC Separation). As part of the ATC Separation, the Company was required to reimburse CBS Corporation (CBS) for certain tax liabilities incurred by ARS as a result of the transaction. As of December 31, 1998 the Company had made estimated tax payments to CBS of approximately \$212.0 million. The Company was also required to make additional payments to CBS upon the conversion of ARS 7% Convertible Debentures (the ARS Convertible Debentures) by the holders thereof as these conversions were expected to increase ARS's ultimate tax liability. In the third quarter of 1999, the remaining holders of the ARS Convertible Debentures elected to convert their holdings. Upon such conversion and the completion of the 1998 ARS tax return, a final calculation of the total tax payments due from CBS was performed by CBS. Such calculation reflected a refund to the Company of amounts previously paid of approximately \$2.8 million, which is subject to review by the Company before final settlement. Such amount along with the Company's previously provided security deposit of \$9.8 million are recorded as "Due from CBS" in the accompanying September 30, 1999 condensed consolidated balance sheet. The Company continues to be obligated to indemnify CBS and ARS for certain tax matters affecting ARS prior to the ATC Separation. As of September 30, 1999, no such matters have been brought to the Company's attention. See the Company's 1998 Annual Report on Form 10-K and the March 31, 1999 and June 30, 1999 quarterly reports on Form 10-Q for a more detailed discussion related to the ATC Separation.

3. Significant Customers

For the three and nine month periods ended September 30, 1999, one customer accounted for approximately 16%, of the Company's consolidated revenues. No single customer accounted for more than 10% of consolidated revenues during the three or nine month periods ended September 30, 1998.

4. Income Taxes

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

5. Stockholders' Equity

**Redeemable Common Stock:** In June 1998, the Company merged with a company owning a broadcasting tower in the Boston, Massachusetts area and issued 720,000 shares of Class A common stock valued at approximately \$18.0 million. Under a put agreement that was executed in connection with the merger, the sellers had the right to require the Company to purchase, at any time prior to June 5, 1999, any or all shares of Class A common stock received pursuant to consummation of the merger for a purchase price equal to the then current market price. On June 5, 1999, the sellers' right to require the Company to purchase shares of common stock expired. Accordingly all unsold shares as of that date (383,750) were reclassified from Redeemable Class A common stock to common stock and additional paid in capital.

**Secondary Public Offering:** In February 1999, the Company completed a secondary public offering of 25,700,000 shares of Class A common stock, \$.01 par value per share (including 1,700,000 shares sold by the Company pursuant to the exercise in full of the underwriters' over-allotment option) at \$25.00 per share. Certain selling stockholders sold an additional 1,300,000 shares in the offering. The Company's net proceeds of the

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS--(UNAUDITED)

offering (after deduction of the underwriting discount and offering expenses) were approximately \$618.0 million. The Company initially invested the proceeds in short-term investment grade securities. The Company used such proceeds, together with borrowings under its existing credit facilities, to fund acquisitions and construction activities.

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

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

6. Acquisitions

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

Consummated Transactions

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

Omni Merger--In February 1999, the Company consummated the Agreement and Plan of Merger, dated as of November 16, 1998 (the Omni Merger) with OmniAmerica, Inc. (Omni). Omni owned, managed and constructed multi-use telecommunications sites for radio and television broadcasting, paging, cellular, PCS and other wireless technologies and offered nationwide, turn-key tower construction and installation services. Pursuant to the Omni Merger agreement, Omni stockholders received 1.1 shares of the Company's Class A common stock for each share of Omni common stock. In the aggregate, the Company exchanged approximately 16.8 million shares of Class A common stock for approximately 15.2 million shares of Omni common stock. In addition, the Company assumed \$96.6 million of debt, of which \$94.3 million (inclusive of interest and fees) was paid at closing. The Company also assumed certain Omni employee stock options which were converted into options to purchase approximately 1.0 million shares of the Company's Class A common stock. Total merger consideration was approximately \$462.0 million.

TeleCom Merger--In February 1999, the Company consummated the Agreement and Plan of Merger, dated as of November 16, 1998 (the TeleCom Merger) with TeleCom Towers, L.L.C. (TeleCom). Telecom owned or co-owned approximately 271 towers and managed 121 revenue-generating sites in 27 states. Total merger consideration of approximately \$194.6 million included the issuance of 3.9 million shares of Class A common stock, payment of \$63.1 million in cash and the assumption of \$48.4 million of debt.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS--(UNAUDITED)

Comm Site Merger--In June 1999, the Company consummated the Agreement and Plan of Merger, dated as of May 13, 1999 (the Comm Site Merger) with Comm Site International, Inc. (Comm Site). The merger with Comm Site, a company that specialized in antenna site development and site management, is expected to expand the Company's presence in the Midwest and Southeast regions of the United States. Total cash consideration paid by the Company in connection with the Comm Site Merger was approximately \$25.6 million, subject to a closing balance sheet working capital adjustment, which is expected to be finalized in the fourth quarter of 1999. The impact of the working capital adjustment is not expected to be material to the Company's consolidated financial statements.

Triton PCS Acquisition--In September 1999, the Company consummated the acquisition of 187 wireless communications towers from Triton PCS, the first member of the AT&T Wireless Network, for \$71.0 million in cash. Five additional communications towers are expected to be purchased from Triton PCS in the fourth quarter of 1999 for \$1.9 million in cash. The towers are located in Georgia, North Carolina, South Carolina and Virginia. In addition, the Company agreed to develop a minimum of 100 build-to-suit towers for Triton PCS and provide turnkey services to Triton PCS for co-location sites through 2001.

In addition to the above, the Company also consummated a number of other tower related asset purchases during the nine month period ended September 30, 1999. Total consideration paid in connection with these transactions was approximately \$194.5 million.

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

In thousands, except per share data:

	Nine Months Ended September 30, 1999	Nine Months Ended September 30, 1998
	-----	-----
Revenues.....	\$206,130	\$162,702
Loss before extraordinary items...	\$(43,040)	\$(48,071)
Net loss.....	\$(43,040)	\$(56,963)
Basic and diluted net loss per common share.....	\$ (0.28)	\$ (0.63)

Since October 1, 1999, the Company has acquired and made investments in several communication sites and businesses for an aggregate preliminary purchase price of approximately \$59.6 million.

Pending Transactions

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

AirTouch Communications Inc.--In August 1999, the Company signed a definitive agreement with AirTouch Communications, Inc. (AirTouch), a unit of Vodafone AirTouch PLC, to acquire the rights to approximately 2,100 communications towers through a master sublease agreement. In addition, the Company will enter into an exclusive three-year build-to-suit agreement that is expected to produce approximately 400-500 new communications towers. Total consideration to be paid by the Company in connection with this transaction includes approximately \$800.0 million in cash, plus a five year warrant to purchase 3.0 million shares of the

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS--(UNAUDITED)

Company's Class A common stock at \$22.00 per share. The cash portion of the consideration to be paid in connection with this transaction is expected to come from a combination of current available funds, additional borrowings under its credit facilities or proceeds from the sale of the Company's issuance of convertible notes (described in note 8 below). The transaction is expected to close incrementally, beginning in the first quarter of 2000, subject to certain conditions.

AT&T transaction--In September 1999, the Company signed a definitive agreement with AT&T Corp. to purchase 1,942 towers. The towers are located throughout the United States and were constructed by AT&T for its microwave operations. In addition, the Company agreed to enter into a build-to-suit agreement with AT&T Wireless Services at the initial closing of the transaction that is expected to produce the opportunity to build 1,000 towers. The purchase price for this transaction is \$260.0 million in cash, subject to adjustment if all towers are not purchased. At the initial closing, AT&T will enter into a master lease agreement covering all towers in which it conducts microwave operations. The lease will have an initial term of ten years, and AT&T will have five, five-year renewal options. AT&T currently uses 468 of these towers for its microwave operations. It is expected that as many as 50% of the towers may not be marketable in the near future because of location. There will be a separate master lease with AT&T Wireless Services for the build-to-suit towers. The initial term will be ten years, and AT&T will have three, five-year renewals. The transaction will be closed in stages, subject to the satisfaction of customary conditions, including the receipt of all regulatory approvals, beginning in the fourth quarter of 1999 or the first quarter of 2000.

UNIsite Merger--In June 1999, the Company entered into an Agreement and Plan of Merger (the UNIsite Merger) with UNIsite, Inc. (UNIsite). UNIsite, whose primary focus has been tower site management, has recently expanded its scope of services to include site ownership and development. Presently, UNIsite owns approximately 400 towers and has an exclusive build-to-suit agreement with a major wireless communications carrier. Pursuant to the UNIsite Merger agreement, UNIsite preferred and common stockholders will receive an aggregate of approximately \$165.0 million in cash, subject to working capital and completed tower closing adjustments. In addition, the Company will assume approximately \$40.0 million in debt. Consummation of the merger is expected to occur on the earlier of (a) January 31, 2000, or (b) UNIsite owning and operating 600 wireless communication towers, subject to certain conditions.

TV Azteca Transaction--In September 1999, the Company entered into a letter of intent with TV Azteca, the owner of a major national television broadcast network in Mexico, relating to approximately 200 broadcast towers. The Company agreed to loan up to \$120.0 million to that company and to take over responsibility for marketing and certain maintenance functions for the towers. The 20-year loan, which may be extended for an additional 20 years, will bear net interest at approximately 11.0% per annum, subject to certain conditions. The Company will be entitled to receive 100% of the revenues generated by third party leases on the towers during the term of the loan. The closing is subject to certain conditions, including the execution and delivery of definitive agreements and the receipt of all necessary regulatory approvals. Subject to satisfaction of those conditions, definitive agreements are scheduled to be executed in the fourth quarter of 1999.

In connection with the TV Azteca letter of intent, on September 15, 1999, the Company entered into a six month credit agreement (interim financing) whereby the Company will advance \$60.0 million to TV Azteca. The interim financing will bear interest at 11.0% payable quarterly, and is partially collateralized by the American Depository Shares of TV Azteca. As of September 30, 1999 the Company had advanced \$32.0 million under the interim financing agreement. The remaining \$28.0 million was advanced in October 1999.

ICG Satellite Services Merger--In August 1999, the Company entered into a Stock Purchase Agreement with ICG Satellite Services, Inc. (ICGSS) to acquire a teleport facility and global maritime telecommunications network. Presently, ICGSS services voice, data internet and compressed video via satellite to major cruise lines, the U.S. Military, internet-related companies and international telecommunication customers. Total cash

## AMERICAN TOWER CORPORATION AND SUBSIDIARIES

### NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS--(UNAUDITED)

consideration to be paid by the Company in connection with this merger is approximately \$100.0 million. The transaction is expected to close in the fourth quarter of 1999, subject to the satisfaction of customary conditions.

Watson Acquisition--In July 1999, the Company entered into an agreement to acquire Watson Communications for \$73.0 million in cash. The acquisition involves 11 wireless and 10 broadcast towers in the San Francisco Bay area and one teleport containing nine antennas. The teleport covers the full domestic and the pacific international service region. Among the acquired sites is San Bruno Mountain, a premiere location within the San Francisco market. The transaction is expected to close in the fourth quarter of 1999, subject to the satisfaction of customary conditions.

In addition to the above agreements, the Company is party to various agreements relating to the acquisition of assets from third parties for an estimated aggregate cost of approximately \$28.2 million. Such transactions are subject to the satisfaction of customary closing conditions, which are expected to be met in the last quarter of 1999 or the first quarter of 2000.

#### 7. Business Segments

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

The accounting policies applied in compiling segment information below are similar to those described in the Company's 1998 Annual Report filed on Form 10-K and interim reports on Form 10-Q for the quarterly periods ended March 31, 1999 and June 30, 1999, respectively. In evaluating financial performance, management focuses on Operating Profit (Loss), which excludes depreciation and amortization, tower separation and corporate general and administrative expenses. This measure of Operating Profit (Loss) is also before interest income and other, net, interest expense, minority interest in net (earnings) losses of subsidiaries and income taxes.

The Company's reportable segments are strategic business units that offer different services. They are managed separately because each segment requires different resources, skill sets and marketing strategies. All segments operate exclusively in the United States. In addition, all reported segment revenues are generated from external customers, as intersegment revenues are insignificant.

AMERICAN TOWER CORPORATION AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS--(UNAUDITED)

Summarized financial information concerning the Company's reportable segments as of and for the three and nine months ended September 30, 1999 and 1998, are shown in the following table. The "Other" column below represents amounts excluded from specific segments such as extraordinary losses, income taxes, corporate general and administrative expense, tower separation expense, depreciation and amortization and interest. In addition, "Other" also includes corporate assets such as cash and cash equivalents, tangible and intangible assets, and income tax accounts, which have not been allocated to specific segments (in thousands).

Three Months Ended September 30, -----	RM	Services	VVDI	Other	Total
1999					
Revenues.....	\$ 37,768	\$ 22,710	\$ 7,061		\$ 67,539
Operating Profit (Loss)....	\$ 19,851	\$ 5,600	\$ 1,583	\$ (40,125)	\$ (13,091)
Assets.....	\$1,630,886	\$489,207	\$92,229	\$ 408,236	\$2,620,558
1998					
Revenues.....	\$ 17,719	\$ 6,572	\$ 6,187		\$ 30,478
Operating Profit (Loss)....	\$ 9,632	\$ 1,895	\$ 2,259	\$ (27,254)	\$ (13,468)
Assets.....	\$ 820,043	\$113,829	\$72,939	\$ 428,943	\$1,435,754
Nine Months Ended September 30, -----	RM	Services	VVDI	Other	Total
1999					
Revenues.....	\$ 94,640	\$ 54,948	\$19,512		\$ 169,100
Operating Profit (Loss)....	\$ 51,152	\$ 13,153	\$ 5,270	\$ (102,049)	\$ (32,474)
Assets.....	\$1,630,886	\$489,207	\$92,229	\$ 408,236	\$2,620,558
1998					
Revenues.....	\$ 39,305	\$ 18,848	\$13,332		\$ 71,485
Operating Profit (Loss)....	\$ 20,888	\$ 3,436	\$ 4,635	\$ (63,753)	\$ (34,794)
Assets.....	\$ 820,043	\$113,829	\$72,939	\$ 428,943	\$1,435,754

8. Private Notes Placement

On October 4, 1999 the Company completed a private notes placement of \$300.0 million principal amount of 6.25% Convertible Notes due 2009 (6.25% Notes), issued at 100% of their face amount, and \$425.5 million principal amount of 2.25% Convertible Notes due 2009 (2.25% Notes), issued at 70.52% of their face amount. Total net proceeds received from the private placement notes were approximately \$584.0 million. The 6.25% Notes are convertible, at the option of the holder, into the Company's Class A common stock at a conversion price of \$24.40 per share. The 2.25% Notes are convertible, at the option of the holder, into Class A common stock at a conversion price of \$24.00 per share. Approximately \$368.0 million of the net proceeds from the private placement notes were used to pay off borrowings under the Company's existing credit facility. The remaining portion of the proceeds will be used to finance acquisitions and construction.

On October 20, 1999, the Company filed a registration statement on Form S-3 to register the resale of the 6.25% and the 2.25% Notes by the holders thereof. Such registration statement was declared effective on November 2, 1999.

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

### General

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

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

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

The Company is a leading independent owner, operator and developer of wireless communications towers in the United States. From January 1, 1999 through September 30, 1999, the Company acquired various communications sites and businesses for an aggregate estimated purchase price of approximately \$948.3 million, which includes cash paid, the assumption of debt and the issuance of approximately 20.7 million shares of Class A common stock. Management expects that acquisitions consummated to date and in the future will have a material impact on future revenues, expenses and results from operations.

### Results of Operations

As of September 30, 1999, the Company owned and/or operated approximately 4,600 communications sites, as compared to approximately 1,900 communications sites as of September 30, 1998. The acquisitions consummated in 1999 and 1998 have significantly affected operations for the three and nine months ended September 30, 1999, as compared to the three and nine months ended September 30, 1998. See the notes to the condensed consolidated financial statements for a description of the acquisitions consummated in 1999 and the Company's Annual Report on Form 10-K for acquisitions consummated in 1998 and prior.

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

	Three months ended September 30,		Amount of Increase (Decrease)	Percentage Increase (Decrease)
	1999	1998		
Revenues:				
Rental and management.....	\$ 37,768	\$ 17,719	\$20,049	113%
Services.....	22,710	6,572	16,138	246%
Video, voice, data and Internet transmission.....	7,061	6,187	874	14%
Total revenues.....	67,539	30,478	37,061	122%
Operating Expenses:				
Rental and management.....	17,917	8,087	9,830	122%
Services.....	17,110	4,677	12,433	266%
Video, voice, data and Internet transmission.....	5,478	3,928	1,550	39%
Total operating expenses exclud- ing depreciation and amortization, tower separation, and corporate general and admin- istrative expenses.....	40,505	16,692	23,813	143%
Depreciation and amortization....	35,111	17,243	17,868	104%
Tower separation expense.....		159	(159)	(100%)
Corporate general and administra- tive expense.....	2,255	1,561	694	44%
Interest expense.....	5,958	7,121	(1,163)	(16%)
Interest income and other, net...	3,162	4,451	(1,289)	(29%)
Minority interest in net earnings of subsidiaries.....	158	66	92	139%
Income tax benefit.....	195	1,955	(1,760)	(90%)
Extraordinary loss on redemption of interim preferred stock, net.....		7,510	(7,510)	(100%)
Net loss.....	\$ (13,091)	\$ (13,468)	\$ (377)	(3%)

#### Rental and Management Revenue

Rental and management revenue for the three months ended September 30, 1999, was \$37.8 million, an increase of \$20.0 million from the three months ended September 30, 1998. The majority of the increase, \$18.0 million, is attributable to revenue generated from acquisitions consummated and/or towers constructed subsequent to September 30, 1998. The remaining factor contributing to the additional revenue is an increase in comparable tower revenue of \$2.0 million in the third quarter of 1999 for towers that existed in the third quarter of 1998.

#### Services Revenue

Services revenue for the three months ended September 30, 1999, was \$22.7 million, an increase of \$16.1 million from revenues for the three months ended September 30, 1998. The primary reason for the increase is due to the \$17.5 million of revenue earned in the third quarter of 1999 from operations acquired in the Omni Merger. The increase from the Omni Merger is offset by a decrease in revenues generated from the Company's existing services business of approximately \$1.4 million. This decrease is a direct result of the Company's shift in focus on site acquisition, development and construction of towers for its own use ("Build-to-Suit") from its previous focus on development and construction of towers for sale to third parties.



## Video, Voice, Data and Internet Transmission Revenue

Video, voice, data and Internet transmission (VVDI) revenue for the three months ended September 30, 1999, was \$7.1 million, an increase of \$0.9 million from revenues for the three months ended September 30, 1998. The primary reason for the increase is attributed to approximately \$0.7 million of revenues earned during the current period as a result of an acquisition that closed in July of 1999. The remaining component of the increase, \$0.2 million, is due to growth in the overall VVDI business that existed at September 30, 1998.

## Rental and Management, Services and VVDI Expenses

Rental and management, Services and VVDI expenses for the three months ended September 30, 1999, were \$17.9 million, \$17.1 million and \$5.5 million, respectively, an increase of \$9.8 million, \$12.4 million and \$1.6 million, respectively, from the three months ended September 30, 1998. The primary reasons for the increase in these expenses are essentially the same as those discussed above under each respective revenue segment.

## Depreciation and Amortization

Depreciation and amortization for the three months ended September 30, 1999, was \$35.1 million, an increase of \$17.9 million from the three months ended September 30, 1998. A component of the increase is attributable to an increase in depreciation expense of \$7.6 million. This is a direct result of the Company's purchase, construction and/or acquisition of approximately \$547.8 million of property and equipment from October 1, 1998 to September 30, 1999. The remaining component of the increase is attributable to an increase in amortization of \$10.3 million, resulting from the Company's recording and amortizing of approximately \$668.9 million of goodwill and other intangible assets related to acquisitions consummated from October 1, 1998 to September 30, 1999.

## Tower Separation Expense

The Company completed its separation from ARS in the second quarter of 1998, and incurred minimal additional expenses related to the separation in the third quarter of 1998. No additional expenses related to the separation were incurred in the three month period ended September 30, 1999, or are expected to occur in the future. See note 1 of the condensed consolidated financial statements for a description of tower separation expense.

## Corporate General and Administrative Expense

Corporate general and administrative expense for the three months ended September 30, 1999, was \$2.3 million, an increase of \$0.7 million from the three months ended September 30, 1998. The majority of the increase is a result of higher personnel and marketing costs associated with supporting the Company's expanding revenue base and market position. The remaining component of the increase is attributed to overall increases to other administrative expenses.

## Interest Expense

Interest expense for the three months ended September 30, 1999, was \$6.0 million, a decrease of \$1.2 million from the three months ended September 30, 1998. The net decrease is attributable to a decrease in the current period of approximately \$0.8 million of interest incurred in 1998 on outstanding redeemable preferred stock which was redeemed prior to 1999, coupled with an increase in interest capitalized during the three month period ended September 30, 1999 as a result of increased construction activity.

#### Interest Income and Other, Net

Interest income and other, net for the three months ended September 30, 1999, was \$3.2 million, a decrease of \$1.3 million from the three months ended September 30, 1998. The decrease is primarily related to a decrease in interest earned on invested cash on hand offset by an increase in interest earned on notes receivable and security deposits.

#### Income Tax Benefit

The income tax benefit for the three months ended September 30, 1999 was \$0.2 million, a decrease of \$1.8 million from the income tax benefit recorded for the three months ended September 30, 1998. In addition, the effective income tax benefit rate for the three months ended September 30, 1999 was 2%, as compared to an effective income tax benefit rate of 25% for the three months ended September 30, 1998. The decrease in the tax benefit and the effective tax benefit rate is due to an increase in nondeductible permanent items (principally goodwill amortization). The increase in nondeductible permanent items has occurred as a result of the consummation of several mergers and acquisitions in 1999 and the latter part of 1998.

#### Extraordinary Loss on Extinguishment of Debt

The Company incurred an extraordinary loss in 1998 due to the redemption of its interim preferred stock. There have been no transactions that qualify for treatment as extraordinary items during the three month period ended September 30, 1999.

Nine months ended September 30, 1999 and 1998 (Dollars in thousands)--  
Unaudited

	Nine Months Ended September 30,		Amount of Increase (Decrease)	Percentage Increase (Decrease)
	1999	1998		
<b>Revenues:</b>				
Rental and management.....	\$ 94,640	\$ 39,305	\$55,335	141%
Services.....	54,948	18,848	36,100	192%
Video, voice, data and Internet transmission.....	19,512	13,332	6,180	46%
<b>Total revenues.....</b>	<b>169,100</b>	<b>71,485</b>	<b>97,615</b>	<b>137%</b>
<b>Operating Expenses:</b>				
Rental and management.....	43,488	18,417	25,071	136%
Services.....	41,795	15,412	26,383	171%
Video, voice, data and Internet transmission.....	14,242	8,697	5,545	64%
<b>Total operating expenses excluding depreciation and amortization, tower separation, and corporate general and administrative expenses.....</b>	<b>99,525</b>	<b>42,526</b>	<b>56,999</b>	<b>134%</b>
Depreciation and amortization.....	92,919	32,998	59,921	182%
Tower separation expense.....		12,616	(12,616)	(100%)
Corporate general and administrative expense.....	6,395	3,186	3,209	101%
Interest expense.....	17,497	17,023	474	3%
Interest income and other, net.....	13,899	6,283	7,616	121%
Minority interest in net earnings of subsidiaries.....	79	255	(176)	(69%)
Income tax benefit.....	942	4,934	(3,992)	(81%)
Extraordinary loss on extinguishment of debt, net.....		1,382	(1,382)	(100%)
Extraordinary loss on redemption of interim preferred stock, net.....		7,510	(7,510)	(100%)
<b>Net loss.....</b>	<b>\$(32,474)</b>	<b>\$(34,794)</b>	<b>\$(2,320)</b>	<b>(7%)</b>

#### Rental and Management Revenue

Rental and management revenue for the nine months ended September 30, 1999, was \$94.6 million, an increase of \$55.3 million from the nine months ended September 30, 1998. The majority of the increase, \$38.2 million, is attributable to revenue generated from acquisitions consummated and/or towers constructed subsequent to September 30, 1998. The remaining factor contributing to the additional revenue is an increase in comparable tower revenue of \$17.1 million in the nine month period ended September 30, 1999 for towers that existed in the nine month period ended September 30, 1998.

#### Services Revenue

Services revenue for the nine months ended September 30, 1999, was \$55.0 million, an increase of \$36.1 million from revenues for the nine months ended September 30, 1998. The primary reason for the increase is due to the \$40.6 million of revenue earned in 1999 from operations acquired in the Omni Merger. The increase from the Omni Merger is offset by a decrease in revenues generated from the Company's existing services business of approximately \$4.5 million. This decrease is a direct result of the Company's shift in focus on Build-to-Suit activities from its previous focus on development and construction of towers for sale to outside customers.

## Video, Voice, Data and Internet Transmission Revenue

VVDI revenue for the nine months ended September 30, 1999, was \$19.5 million, an increase of \$6.2 million from revenues for the nine months ended September 30, 1998. The primary reason for the increase is attributed to an increase of approximately \$4.4 million of revenues earned during the nine month period September 30, 1999 as a result of the acquisition of Washington International Teleport which closed in the second quarter of 1998. The remaining components of the increase are attributed to approximately \$0.7 million of revenue generated from an acquisition made in the third quarter of 1999 coupled with a \$1.1 million increase in the overall VVDI business existing at September 30, 1998.

## Rental and Management, Services and VVDI Expenses

Rental and management, Services and VVDI expenses for the nine months ended September 30, 1999, were \$43.5 million, \$41.8 million and \$14.2 million, respectively, an increase of \$25.0 million, \$26.4 million and \$5.5 million, respectively, from the nine months ended September 30, 1998. The primary reasons for the increase in these expenses are essentially the same as those discussed above under each respective revenue segment.

## Depreciation and Amortization

Depreciation and amortization for the nine months ended September 30, 1999, was \$92.9 million, an increase of \$59.9 million from the nine months ended September 30, 1998. A component of the increase is attributable to an increase in depreciation expense of \$22.2 million. This is a direct result of the Company's purchase, construction and/or acquisition of approximately \$547.8 million of property and equipment from October 1, 1998 to September 30, 1999. The remaining component of the increase is attributable to an increase in amortization of \$37.7 million, resulting from the Company's recording and amortizing of approximately \$668.9 million of goodwill and other intangible assets related to acquisitions consummated from October 1, 1998 to September 30, 1999.

## Tower Separation Expense

The Company completed its separation from ARS in the second quarter of 1998, and incurred minimal additional expenses related to the separation in the third quarter of 1998. No additional expenditures related to the separation were incurred in the nine month period ended September 30, 1999, or are expected to occur in the future. See note 1 of the condensed consolidated financial statements for a description of tower separation expense.

## Corporate General and Administrative Expense

Corporate general and administrative expense for the nine months ended September 30, 1999, was \$6.4 million, an increase of \$3.2 million from the nine months ended September 30, 1998. The majority of the increase is a result of higher personnel and marketing costs associated with supporting the Company's expanding revenue base and market position. Other factors contributing to the increase include higher costs associated with enhancing the Company's information technology infrastructure and overall increases in other administrative expenses.

## Interest Expense

Interest expense for the nine months ended September 30, 1999, was \$17.5 million, an increase of \$0.5 million from the nine months ended September 30, 1998. The net increase is attributable to an increase in the amount of interest incurred on the Company's outstanding debt obligations of approximately \$5.1 million. This increase was offset by a decrease of approximately \$3.9 million related to interest incurred in 1998 on outstanding redeemable preferred stock which was redeemed prior to 1999, coupled with an increase in interest capitalized during 1999 as a result of increased construction activity.

## Interest Income and Other, Net

Interest income and other, net for the nine months ended September 30, 1999, was \$13.9 million, an increase of \$7.6 million from the nine months ended September 30, 1998. The increase is primarily related to interest earned on invested cash on hand, notes receivable and security deposits.

## Income Tax Benefit

The income tax benefit for the nine months ended September 30, 1999 was \$0.9 million, a decrease of \$4.0 million from the nine months ended September 30, 1998. In addition, the effective income tax benefit rate for the nine months ended September 30, 1999 was 3% as compared to an effective income tax benefit rate of 16% for the nine months ended September 30, 1998. The decrease in the tax benefit and the effective tax benefit rate is due to an increase in nondeductible permanent items (principally goodwill amortization). The increase in nondeductible permanent items has arisen as a result of the consummation of several mergers and acquisitions in 1999 and the latter part of 1998.

## Extraordinary Loss on Extinguishment of Debt

The Company incurred extraordinary losses in 1998 due to the write-off of deferred financing costs in connection with the refinancing of its previous credit facility and the redemption of its interim preferred stock. There have been no transactions that qualify for treatment as extraordinary items during the nine month period ended September 30, 1999.

## Liquidity and Capital Resources

The Company's liquidity needs arise from its acquisition-related activities, debt service, working capital and capital expenditures associated principally with its construction program. As of September 30, 1999, the Company maintained approximately \$41.7 million in cash and cash equivalents and working capital of approximately \$42.0 million. In addition, the Company has approximately \$483.0 million available under its credit facilities. Historically, the Company has met its operational liquidity needs with internally generated funds and has financed the acquisition of tower related properties and its construction program with a combination of capital funds from sales of its equity securities and bank borrowings.

For the nine months ended September 30, 1999, cash flows provided by operating activities were \$56.6 million, as compared to cash flows provided by operating activities of \$2.9 million for the nine months ended September 30, 1998. The change is primarily attributable to the favorable cash flow generated from consummated acquisitions in 1999 and the latter part of 1998.

For the nine months ended September 30, 1999, cash flows used for investing activities were \$736.8 million as compared to \$227.9 million for the nine months ended September 30, 1998. The increase in 1999 is primarily due to an increase in property and equipment expenditures of approximately \$95.6 million coupled with the increase in cash expended for mergers and acquisitions, including related escrow deposits, notes receivable and equity investments of approximately \$356.4 million.

For the nine months ended September 30, 1999, cash flows provided by financing activities were \$535.7 million as compared to \$533.9 million for the nine months ended September 30, 1998. The net increase in 1999 is due principally to a decrease in amounts transferred to CBS, offset by decreases in borrowings under the Company's credit facilities and proceeds from equity offerings.

For the nine months ended September 30, 1999, the Company had capital expenditures, exclusive of fixed assets acquired through acquisitions, of approximately \$173.9 million primarily related to construction activities, including the completion of approximately 695 towers. The Company's 1999 business plan calls for construction of approximately 1,250 towers including 1,000 towers for its own account at a cost of between \$180.0 million and \$200.0 million (exclusive of broadcast towers). Assuming the increase of its credit facilities as described

below, management believes that the Company will have sufficient funds available to finance current construction plans and pending acquisitions. However, in the event that the Company was to negotiate more than one additional major transaction, it would probably require additional financing either through incurring additional debt or the sale of equity securities. Such financing or sale of securities may not be available on favorable terms.

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

Private Placement Notes: On October 4, 1999 the Company completed a private placement of \$300.0 million principal amount of 6.25% Convertible Notes due 2009 (6.25% Notes), issued at 100% of their face amount, and \$425.5 million principal amount of 2.25% Convertible Notes due 2009 (2.25% Notes), issued at 70.52% of their face amount. Total net proceeds received from the private placement notes were approximately \$584.0 million. The 6.25% Notes are convertible, at the option of the holder, into the Company's Class A common stock at a conversion price of \$24.40 per share. The 2.25% Notes are convertible, at the option of the holder, into Class A common stock at a conversion price of \$24.00 per share.

Approximately \$368.0 million of the net proceeds from the private placement notes were used to pay off borrowings under the Company's existing credit facility. The remaining portion of the proceeds will be used to finance acquisitions and construction.

Credit Facilities: As of September 30, 1999, the Company had approximately \$378.6 million of debt, of which \$368.0 million was outstanding in the form of term loans and revolving credit facilities. Debt service requires a substantial portion of the Company's cash flow from operations. Accordingly, the Company's leverage could make it vulnerable to a downturn in the operating performance of its tower properties or in economic conditions. The Company believes that its cash flows from operations will be sufficient to meet its debt service requirements for interest and scheduled payments of principal under its existing credit facilities and private placement notes. If such cash flow were not sufficient to meet such debt service requirements, the Company might sell equity securities, refinance its obligations or dispose of one or more of its properties in order to make such scheduled payments. The Company may not be able to effect any of such transactions on favorable terms.

The Company is in the process of negotiating a new credit facility that would provide for borrowings of up to \$2.0 billion. On a pro forma basis, giving effect as of September 30, 1999, to all pending acquisitions and the private placement note offering, the Company would have had aggregate borrowings under its credit facilities of approximately \$1.2 billion and no available cash. Accordingly, the Company must arrange for additional borrowings or other external funds to complete its pending transactions. One of the transactions provides for the forfeiture of a \$100.0 million deposit if the Company fails to close. While the Company believes such negotiations will be successful, the Company does not know what, if any, changes (including without limitations interest rate increases or other more restrictive provisions) the lenders may require in connection with such borrowing limit increase. Upon the execution of a new credit facility, the Company will be required to recognize an extraordinary loss on extinguishment of debt. If the new credit facility is executed in the fourth quarter of 1999, such loss would be approximately \$4.2 million, net of a tax benefit of \$2.8 million.

Equity Offerings: During 1999, the Company completed a secondary public offering and private placement of its securities. See note 5 of the condensed consolidated financial statements.

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

Acquisitions: As of September 30, 1999, the Company was a party to various agreements relating to the acquisition of assets or businesses from various third parties. See note 6 of the condensed consolidated financial statements.

#### Year 2000

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

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

The Company has completed phases 1 through 5 and is in the process of completing the remaining two phases for both its primary information systems and its other systems and equipment with embedded software. These phases are expected to be completed in the fourth quarter of 1999.

Through September 30, 1999, the Company has not incurred significant costs related to developing and implementing its year 2000 comprehensive plan. The remaining costs necessary to complete full implementation of the plan are estimated to be between \$0.3 million and \$0.5 million.

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

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

The Company believes that its most reasonably likely worst case result relating to year 2000 would be the failure of certain of its systems with embedded software, or failure of third party systems on which the Company's systems rely. Failure of systems or equipment with embedded software within the Company's VVDI segment could result in temporary disruption to that aspect of the Company's operations. Although there can be no assurance that these failures would not have an adverse effect on the Company's business, the Company believes the effect of such failure would not be material to its business. If the VVDI operations were inoperable for a one week period due to year 2000 failures, the estimated lost revenue would be approximately \$0.6 million.

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

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

#### Recent Accounting Pronouncement

In June 1998, the Financial Accounting Standards Board (FASB) issued Statement of Financial Accounting Standards (FAS) No. 133, Accounting for Derivative Instruments and Hedging Activities, as amended in May 1999 by FAS No. 137. This statement establishes accounting and reporting standards for derivative instruments. It requires that an entity recognize all derivatives as either assets or liabilities in the statement of financial position, and measure those instruments at fair value. The accounting for changes in the fair value of a derivative (that is, gains and losses) will depend on the entity's intended use of the derivative and its resulting designation (as defined in the statement). FAS No. 133, as amended, is effective for all fiscal quarters of all fiscal years beginning after January 1, 2001. The Company is currently in the process of evaluating the impact FAS No. 133 will have on the Company and its consolidated financial statements.



### ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The Company maintains a portion of its cash and cash equivalents in short-term financial instruments which are subject to interest rate risks. Due to the relatively short duration of such instruments, fluctuations in interest rates should not materially affect the Company's financial condition or results of operations.

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

In October 1999, the Company issued the 6.25% and 2.25% Notes and received total net proceeds of approximately \$584.0 million. Of the total proceeds received, \$368.0 million was used to pay off outstanding debt under the Company's existing credit facility. In paying off such debt, which accrued interest based on a variable rate, the Company has substantially reduced its market risk from changes in interest rates as the interest under the 6.25% and 2.25% Notes accrues based on a fixed rate. The Company does, however, continue to have \$483.0 million available to it under the existing credit facility and is in the process of negotiating a new \$2.0 billion credit facility. The Company may borrow from its existing facility and if implemented, its new facility at its discretion. Should the Company elect to borrow, it would subject itself to market risk as described under this Section in the Company's Annual Report on Form 10-K.

Except as discussed above, for the three months ended September 30, 1999, the Company has not incurred any material changes with respect to the interest rates on long-term debt and interest rate caps and swaps disclosed under this section in its 1998 Annual Report on Form 10-K and its March 31, 1999 and June 30, 1999 quarterly reports on Form 10-Q. Accordingly, refer to Item 7A in the Company's Annual Report on Form 10-K for a more detailed discussion.

PART II. OTHER INFORMATION

Item 1.--Legal Proceedings.

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

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

On October 4, 1999, the Company completed a private placement of \$300.0 million principal amount of 6.25% Convertible Notes due 2009, issued at 100% of their face amount, and \$425.5 million principal amount of 2.25% Convertible Notes due 2009, issued at 70.52% of their face amount, to certain institutional purchasers pursuant to the exemption from registration provided by section 4(2) of the Securities Act of 1933, as amended. The 6.25% Notes are convertible to Class A Common Stock at the option of the holder at a conversion price of \$24.40 per share and the 2.25% Notes are convertible to Class A Common Stock at the option of the holder at a conversion price of \$24.00.

The net proceeds to the Company from such sale were approximately \$584.0 (after deduction of the initial purchaser's discount and estimated offering expenses). In October 1999, the Company used approximately \$368.0 million of such net proceeds to repay outstanding borrowings under its credit facilities. The balance was invested in short-term investment grade securities and will be used to finance acquisitions and construction. None of the expenses paid in connection with the distribution of the 6.25% Notes or 2.25% Notes in the offering, and none of the net offering proceeds, were paid directly or indirectly to directors, officers, or general partners of the Company or their associates, persons owning 10% or more of any class of the Company's securities, or affiliates of the Company.

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). Each exhibit marked by a (\*) is incorporated by reference to the filing of the Company's Registration Statement on Form S-3 (File No. 333-89345) on October 20, 1999.

Exhibit No. -----	Description of Document -----	Exhibit File No. -----
4.1	Indenture, by and between the Company and The Bank of New York as Trustee, for the 6.25% Notes, dated as of October 4, 1999, including form of 6.25% Note.....	(*4.1)
4.2	Indenture by and between the Company and The Bank of New York as Trustee, for the 2.25% Notes, dated as of October 4, 1999, including the form of 2.25% Note.....	(*4.2)
4.3	Form of 6.25% Note (included in Exhibit 4.1).....	Filed as part of Exhibit 4.1(*)
4.4	Form of 2.25% Note (included in Exhibit 4.2).....	Filed as part of Exhibit 4.2(*)
4.5	Registration Rights Agreement, by and between the Company and the Initial Purchasers named therein, dated as of October 4, 1999.....	(*4.5)
10.1	Third Amendment to ATS Facility A Loan Agreement, dated as of July 9, 1999, by and among American Tower, L.P. (formerly known as American Tower Systems, L.P.), a Delaware limited partnership (ATLP), and American Towers, Inc. (formerly known as American Tower Systems (Delaware), Inc.), a Delaware corporation (ATI), as borrowers, and Toronto Dominion (Texas), Inc. as Administrative Agent, and the Banks parties thereto.....	Filed herewith as Exhibit 10.1



Exhibit No. -----	Description of Document -----	Exhibit File No. -----
10.2	Fourth Amendment to Facility A Loan Agreement and Consent, dated as of September 29, 1999, by and among ATLP and ATI, as borrowers, and Toronto Dominion (Texas), Inc. as Administrative Agent, and the Banks parties thereto.....	Filed herewith as Exhibit 10.2
10.3	Third Amendment to ATS Facility B Loan Agreement, dated as of May 27, 1999, by and among ATLP and ATI, as borrowers, and Toronto Dominion (Texas), Inc. as Administrative Agent, and the Banks parties thereto.....	Filed herewith as Exhibit 10.3
10.4	Fourth Amendment to ATS Facility B Loan Agreement, dated as of July 9, 1999, by and among ATLP and ATI, as borrowers, and Toronto Dominion (Texas), Inc. as Administrative Agent, and the Banks parties thereto.....	Filed herewith as Exhibit 10.4
10.5	Fifth Amendment to Facility B Loan Agreement and Consent, dated as of September 29, 1999, by and among ATLP and ATI, as borrowers, and Toronto Dominion (Texas), Inc. as Administrative Agent, and the Banks parties thereto.....	Filed herewith as Exhibit 10.5
10.6	First Amendment to Parent Loan Agreement, dated as of July 9, 1999, by and among the Company, as borrower, and Toronto Dominion (Texas), Inc. as Administrative Agent, and the Banks parties thereto.....	Filed herewith as Exhibit 10.6
10.7	Agreement to Sublease, dated as of August 6, 1999, by and between Airtouch Communications, Inc., the other parties named therein as sublessors, the Company and ATLP.....	Incorporated by reference to Exhibit 10.1 from the Company's Quarterly Report on form 10-Q for the quarter ended June 30, 1999
10.8	Stock Purchase Agreement, dated as of August 11, 1999, between ATC Teleports, Inc., ICG Holdings, Inc. and ICG Satellite Services.....	Incorporated by reference to Exhibit 10.2 from the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 1999
10.9	Purchase and Sale Agreement, dated as of September 10, 1999, by and among the Company and AT&T Corp., a New York corporation.....	Incorporated by reference to Exhibit 10.1 from the Company's Current Report on Form 8-K dated September 17, 1999
27	Financial Data Schedule.....	Filed herewith as Exhibit 27

(b) Reports on Form 8-K.

1. Form 8-K (Items 5 and 7) filed on July 16, 1999.
2. Form 8-K (Items 5 and 7) filed on September 17, 1999.
3. Form 8-K (Items 5 and 7) filed on September 17, 1999.
4. Form 8-K (Items 5 and 7) filed on September 21, 1999.

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

Date: November 15, 1999  
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By: /s/ Joseph L. Winn  
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Joseph L. Winn  
Treasurer & Chief Financial Officer  
(Duly Authorized Officer)

Date: November 15, 1999  
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By: /s/ Justin D. Benincasa  
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Justin D. Benincasa  
Vice President & Corporate  
Controller  
(Duly Authorized Officer)

THIRD AMENDMENT TO  
ATS FACILITY A LOAN AGREEMENT

THIS THIRD AMENDMENT TO ATS FACILITY A LOAN AGREEMENT (this "Amendment"),  
dated as of the 9th day of July, 1999 (the "Amendment Date"), by and among  
AMERICAN TOWER, L.P., a Delaware limited partnership, and AMERICAN TOWERS, INC.,  
a Delaware corporation (collectively, the "Borrower"), the FINANCIAL  
INSTITUTIONS SIGNATORY HERETO and TORONTO DOMINION (TEXAS), INC., as  
administrative agent (the "Administrative Agent") for the Banks (as defined in  
the Loan Agreement defined below);

W I T N E S S E T H:

WHEREAS, the Borrower, the Banks and the Administrative Agent are parties  
to that certain ATS Facility A Loan Agreement dated as of June 16, 1998, as  
amended by that certain First Amendment to ATS Facility A Loan Agreement dated  
as of October 30, 1998 and that certain Second Amendment and Waiver to ATS  
Facility A Loan Agreement dated as of February 8, 1999 (as amended, modified,  
supplemented and restated from time to time, the "Loan Agreement"); and

WHEREAS, the Borrower has requested, and the Banks have agreed, on the  
terms and subject to the conditions set forth herein, to add letter of credit  
availability, as a sublimit, under the Revolving Loan Commitment and to make  
certain other amendments to the Loan Agreement, in each case, as provided  
herein;

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

1. Amendments to Article 1.

(a) Article 1 of the Loan Agreement, Definitions, is hereby amended by  
adding the following definitions of "Available Letter of Credit Commitment,"  
"Available Revolving Loan Commitment," "Broker/Dealer," "Commercial Letter of  
Credit," "communications site," "Issuing Bank," "Letter of Credit Obligations,"  
"Letter of Credit Reserve Account," "Letters of Credit," "Request for Issuance  
of Letter of Credit" and "Standby Letter of Credit" thereto in appropriate  
alphabetical order:

"'Available Letter of Credit Commitment' shall mean, at any time, the  
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lesser of (a) (i) \$35,000,000, minus (ii) all Letter of Credit Obligations then  
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outstanding, and (b) (i) the Revolving Loan Commitment, minus (ii) the Revolving  
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Loans then outstanding."

"'Available Revolving Loan Commitment' shall mean, as of any date, (a) the  
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several obligations of the Banks to advance up to \$400,000,000 to the Borrower  
pursuant to the terms hereof, minus (b) the aggregate amount of all Letter of  
Credit Obligations then outstanding."

"'Broker/Dealer' shall mean, with respect to any Investment or Acquisition  
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permitted under Section 7.6(a) hereof, (a) any broker/dealer (acting as  
principal) registered as a broker or a dealer under Section 15 of the Exchange  
Act, the unsecured short-term debt obligations of which are rated "P-1" by  
Moody's Investors Service, Inc. and at least "A-1" by Standard and Poor's  
Ratings Group, a division of The McGraw-Hill Companies, Inc., at the time of  
entering into such Investment or Acquisition or (b) an unrated, broker/dealer,  
acting as principal, that is a wholly-owned Subsidiary of a non-bank or bank  
holding company, the unsecured short-term debt obligations of which are rated  
"P-1" by Moody's Investors Service, Inc. and at least "A-1" by Standard and  
Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., at the time  
of entering into such Investment or Acquisition."

"'Commercial Letter of Credit' shall mean a documentary letter of credit  
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issued in respect of the purchase of goods or services by the Borrower or its  
Restricted Subsidiaries by the Issuing Bank in accordance with the terms  
hereof."

"'communications site' shall mean (a) any undeveloped real property and (b)  
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communication towers which have no bona fide customers on the date of  
acquisition thereof."

"'Issuing Bank' shall mean The Toronto-Dominion Bank, New York Branch, as  
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issuer of the Letters of Credit, and its successors and assigns hereunder."

"'Letter of Credit Obligations' shall mean, at any time, the sum of (a) an  
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amount equal to the aggregate undrawn and unexpired amount (including the amount  
to which any such Letter of Credit can be reinstated pursuant to the terms  
hereof) of the then outstanding Letters of Credit and (b) an amount equal to the  
aggregate drawn, but unreimbursed drawings on any Letters of Credit."

"'Letter of Credit Reserve Account' shall mean any account maintained by  
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the Administrative Agent for the benefit of the Issuing Bank, the proceeds of  
which shall be applied as provided in Section 8.2(g) hereof."

"'Letters of Credit' shall mean either Standby Letters of Credit or

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Commercial Letters of Credit issued by the Issuing Bank on behalf of the Borrower or its Restricted Subsidiaries from time to time in accordance with the terms hereof."

"'Request for Issuance of Letter of Credit' shall mean any certificate

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signed by an Authorized Signatory of the Borrower requesting that the Issuing Bank issue a Letter of Credit hereunder, which certificate shall be in substantially the form of Exhibit U attached hereto and shall, among other things, specify (a) that the requested Letter of Credit is either a Commercial Letter of Credit or a Standby Letter of Credit, (b) the stated amount of the Letter of Credit, (c) the effective date for the issuance of the Letter of Credit (which shall be a Business Day), (d) the date on which the Letter of Credit is to expire (which shall be a Business Day), (e) the Person for whose benefit such Letter of Credit is to be issued, and (f) other relevant terms of such Letter of Credit."

"'Standby Letter of Credit' shall mean a letter of credit issued to support

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obligations of the Borrower or its Restricted Subsidiaries incurred in the ordinary course of business, and which is not a Commercial Letter of Credit."

(b) Article 1 of the Loan Agreement, Definitions, is hereby amended by

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deleting the definitions of "Fixed Charges Coverage Ratio," "Loan Documents,"

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"Obligations" and "Subsidiary" in their entirety and by substituting the

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following in lieu thereof in appropriate alphabetical order:

"'Fixed Charges Coverage Ratio' shall mean, as of any calculation

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date, the ratio of (a) the sum of (i) Annualized Operating Cash Flow as of the most recently completed fiscal quarter, plus (ii) the sum of (A) the amount of unused Commitments as of such date under this Agreement and the ATS Facility B Loan Agreement which could be borrowed on such date in compliance with Section 7.8 hereof, plus, (B) to the extent then reflected

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as net cash on the balance sheet of either Borrower, the net cash proceeds of any equity issued, directly or indirectly, by either Borrower and received by either Borrower from the Parent (after deducting any portion thereof applied to the Loans or the Facility B Loans) to (b) Fixed Charges."

"'Loan Documents' shall mean this Agreement, the Notes, the Security

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Agreements, the Borrowers' Guarantees, the Stock Pledge Agreement, all Subsidiary Pledge Agreements, all Subsidiary Security Agreements, all Subsidiary Guaranties, all Assignments of Intercompany Notes, all Subordination Agreements, the Parent Guaranty, the Parent Pledge Agreement, the Assignment of Limited Partner Interests, the Assignment of General Partner Interests, all fee letters, all Requests for Advance, all Letters of Credit, all Interest Hedge Agreements between either Borrower, on the one hand, and the Administrative Agent and the Banks, or any of them, on the other hand, and all other documents and agreements executed or delivered by either Borrower or any of the Restricted



Subsidiaries or the Parent in connection with or contemplated by this Agreement; provided, however, that Loan Documents shall exclude, except as -----  
otherwise specifically provided herein, the "Loan Documents" under the Parent Loan Agreement."

"'Obligations' shall mean all payment and performance obligations of -----  
every kind, nature and description of the Borrowers, the Restricted Subsidiaries, and any other obligors to the Banks, the Issuing Bank or the Administrative Agent, or any of them, under this Agreement and the other Loan Documents (including, without limitation, any interest, fees and other charges on the Loans or otherwise under the Loan Documents that would accrue but for the filing of a bankruptcy action with respect to either Borrower, whether or not such claim is allowed in such bankruptcy action, Obligations to the Banks pursuant to Section 5.12 hereof and the Letter of Credit Obligations), as they may be amended from time to time, or as a result of making the Loans, whether such obligations are direct or indirect, absolute or contingent, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, now existing or hereafter arising."

"'Subsidiary' shall mean, as applied to any Person, (a) any -----  
corporation of which no less than fifty percent (50%) of the outstanding stock (other than directors' qualifying shares) having ordinary voting power to elect a majority of its board of directors, regardless of the existence at the time of a right of the holders of any class or classes of securities of such corporation to exercise such voting power by reason of the happening of any contingency, or any partnership of which no less than fifty percent (50%) of the outstanding partnership interests, is at the time owned directly or indirectly by such Person, or by one or more Subsidiaries of such Person, or by such Person and one or more Subsidiaries of such Person; provided, however, that if such Person and/or such Person's -----  
Subsidiaries directly or indirectly own no more than fifty percent (50%) of such Subsidiary's ownership interests, then such Subsidiary's operating or governing documents must require (i) such Subsidiary's net cash after the establishment of reserves be distributed to its equity holders no less frequently than quarterly and (ii) the consent of such Person and/or such Person's Subsidiaries to amend or otherwise modify the provisions of such operating or governing documents requiring such distributions, or (b) any other entity which is directly or indirectly controlled or capable of being controlled by such Person, or by one or more Subsidiaries of such Person, or by such Person and one or more Subsidiaries of such Person."

2. Amendments to Article 2.  
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(a) Amendments to Section 2.1.  
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(i) Section 2.1 of the Loan Agreement, The Loans, is hereby amended by deleting subsection (a) thereof in its entirety and by substituting the following in lieu thereof:

"(a) Revolving Loan Commitment. The Banks agree, severally, in  
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accordance with their respective Commitment Ratios, and not jointly, upon the terms and subject to the conditions of this Agreement, to lend and relend to the Borrowers from time to time, amounts which do not exceed, in the aggregate, at any one time outstanding the amount of the Available Revolving Loan Commitment as in effect from time to time. Subject to the terms and conditions hereof, Advances under the Revolving Loan Commitment may be repaid and reborrowed from time to time on a revolving basis. The Borrowers hereby agree that all amounts advanced under the Revolving Loan Commitment shall be joint and several obligations of the Borrowers."

(ii) Section 2.1 of the Loan Agreement, The Loans, is hereby further  
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amended by adding the following new subsection (c) thereto:

"(c) The Letters of Credit. Subject to the terms and conditions of  
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this Agreement, the Issuing Bank agrees to issue Letters of Credit for the account of the Borrower (for itself and on behalf of its Restricted Subsidiaries) pursuant to Section 2.14 hereof in an aggregate amount not to exceed the Available Letter of Credit Commitment determined immediately prior to giving effect to the issuance thereof."

(b) Amendment to Section 2.4. Section 2.4 of the Loan Agreement,  
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Commitment Fees, is hereby amended by redesignating such Section as "Fees",  
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designating the existing Section as "(a)", and adding the following new subsection (b) thereto immediately following Section 2.4(a):

"(b) Letter of Credit Fees. (i) The Borrower shall pay to the  
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Issuing Bank a fee on the stated amount (reduced by the amount of any draws) of any outstanding Letters of Credit from the date of issuance through the expiration date of each such Letter of Credit at a rate of one eighth of one percent (0.125%) per annum, which fee shall be computed on the basis of a year of 365/366 days for the actual number of days elapsed, and shall be payable quarterly in arrears on the last day of each calendar quarter commencing on September 30, 1999.

(ii) The Borrower shall also pay to the Administrative Agent on behalf of the Banks in accordance with their respective Commitment Ratios, a fee

on the stated amount (reduced by the amount of any draws) of any outstanding Letters of Credit for each day from the date of issuance thereof through the expiration date for each such Letter of Credit at a rate equal to the Applicable Margin for LIBOR Advances under the Revolving Loan Commitment. Such Letter of Credit Fee shall be computed on the basis of a year of 365/366 days for the actual number of days elapsed, shall be payable quarterly in arrears for each quarter on the last day of each calendar quarter commencing on September 30, 1999. The Letter of Credit Fee set forth in this Section 2.4 (b) (ii) shall be subject to increase and decrease on the dates and in the amounts set forth in Section 2.3(f) hereof in the same manner as the adjustment of the Applicable Margin with respect to LIBOR Advances upon satisfaction of the requirements set forth in Section 2.3(f) hereof."

(c) Amendment to Section 2.7. Section 2.7(b) of the Loan Agreement,

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Prepayments Repayments: Repayments, is hereby amended by deleting subsection

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(ii) thereof in its entirety and substituting the following in lieu thereof:

"(ii) Revolving Loans and Letter of Credit Obligations in Excess

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of Revolving Loan Commitment. If, at any time, the amount of the

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Revolving Loans and Letter of Credit Obligations shall exceed the Revolving Loan Commitment, the Borrowers shall, on such date and subject to Section 2.10 hereof, make a repayment of the principal amount of the Revolving Loans in an amount equal to such excess, together with any accrued interest and fees with respect thereto."

(d) Article 2 of the Loan Agreement, Loans, is hereby amended by adding the following new Section 2.14, Letters of Credit, thereto:

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"Section 2.14 Letters of Credit.

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(a) Subject to the terms and conditions hereof, the Issuing Bank, on behalf of the Banks, and in reliance on the agreements of the Banks set forth in subsection (d) below, hereby agrees to issue one or more Letters of Credit up to an aggregate face amount equal to the Available Letter of Credit Commitment determined immediately prior to giving effect to the issuance thereof; provided, however, that the

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Issuing Bank shall not issue any Letter of Credit unless the conditions precedent to the issuance thereof set forth in Section 3.3 hereof have been satisfied, and shall have no obligation to issue any Letter of Credit if any Default then exists or would be caused thereby or if, after giving effect to such issuance, the Available Revolving Loan Commitment minus the Revolving Loans then outstanding would be

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less than zero; and provided further, however, that at no time shall

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the total Letter of Credit Obligations outstanding hereunder exceed \$35,000,000. Each Letter of Credit shall (1) be denominated in United States dollars, and (2) expire no later than the earlier to occur of (A) the Maturity Date, and (B) 360 days after its date of issuance (but may contain provisions for

automatic renewal provided that no Default or Event of Default exists on the renewal date or would be caused by such renewal). Each Letter of Credit shall be subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500 and, to the extent not inconsistent therewith, the laws of the State of New York. The Issuing Bank shall not at any time be obligated to issue, or cause to be issued, any Letter of Credit if such issuance would conflict with, or cause the Issuing Bank to exceed any limits imposed by, any Applicable Law. If a Letter of Credit provides that it is automatically renewable unless notice is given by the Issuing Bank that it will not be renewed, the Issuing Bank shall not be bound to give a notice of non-renewal unless directed to do so by the Majority Banks at least sixty-five (65) days prior to the then scheduled expiration date of such Letter of Credit.

(b) Either Borrower may from time to time request and be provided by the Issuing Bank the issuance of Letters of Credit. The Borrower shall execute and deliver to the Administrative Agent and the Issuing Bank a Request for Issuance of Letter of Credit for each Letter of Credit to be issued by the Issuing Bank, not later than 12:00 noon (New York, New York time) on the fifth (5th) Business Day preceding the date on which the requested Letter of Credit is to be issued, or such shorter notice as may be acceptable to the Issuing Bank and the Administrative Agent. Upon receipt of any such Request for Issuance of Letter of Credit, subject to satisfaction of all conditions precedent thereto as set forth in Section 3.3 hereof, the Issuing Bank shall process such Request for Issuance of Letter of Credit and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures and shall promptly issue the Letter of Credit requested thereby. The Issuing Bank shall furnish a copy of such Letter of Credit to the Borrower and the Administrative Agent following the issuance thereof. The Borrower shall pay or reimburse the Issuing Bank for normal and customary costs and expenses incurred by the Issuing Bank in issuing, effecting payment under, amending or otherwise administering the Letters of Credit.

(c) At such time as the Administrative Agent shall be notified by the Issuing Bank that the beneficiary under any Letter of Credit has drawn on the same, the Administrative Agent shall promptly notify the Borrower and each Bank, by telephone or telecopy, of the amount of the draw and, in the case of each Bank, such Bank's portion of such draw amount as calculated in accordance with its Revolving Loan Commitment Ratio.

(d) The Borrower hereby agrees to immediately reimburse the Issuing Bank for amounts paid by the Issuing Bank in respect of draws under a Letter of Credit issued at the Borrower's request. In order to facilitate such repayment, the Borrower hereby irrevocably requests the Banks having a Revolving Loan Commitment, and such Banks hereby severally agree, on the terms and conditions

of this Agreement (other than as provided in Article 2 hereof with respect to the amounts of, the timing of requests for, and the repayment of Advances hereunder and in Article 3 hereof with respect to conditions precedent to Advances hereunder), with respect to any drawing under a Letter of Credit prior to the occurrence of an event described in clauses (f) or (g) of Section 8.1 hereof, to make an Advance (which Advance may be a LIBOR Advance if the Borrower so requests in a timely manner or may be converted to a LIBOR Advance as provided in the Loan Agreement) to the Borrower on each day on which a draw is made under any Letter of Credit and in the amount of such draw, and to pay the proceeds of such Advance directly to the Issuing Bank to reimburse the Issuing Bank for the amount paid by it upon such draw. Each Bank having a Revolving Loan Commitment shall pay its share of such Advance by paying its portion of such Advance to the Administrative Agent in accordance with Section 2.2(e) hereof and its Revolving Loan Commitment Ratio, without reduction for any set-off or counterclaim of any nature whatsoever and regardless of whether any Default or Event of Default (other than with respect to an event described in clauses (f) or (g) of Section 8.1 hereof) then exists or would be caused thereby. If at any time that any Letters of Credit are outstanding, any of the events described in clauses (f) or (g) of Section 8.1 hereof shall have occurred and be continuing, then each Bank having a Revolving Loan Commitment shall, automatically upon the occurrence of any such event and without any action on the part of the Issuing Bank, the Borrower, the Administrative Agent or such Banks, be deemed to have purchased an undivided participation in the face amount of all Letters of Credit then outstanding in an amount equal to such Bank's Revolving Loan Commitment Ratio, and each Bank having a Revolving Loan Commitment shall, notwithstanding such Event of Default, upon a drawing under any Letter of Credit, immediately pay to the Administrative Agent for the account of the Issuing Bank, in immediately available funds, the amount of such Bank's participation (and the Issuing Bank shall deliver to such Bank a loan participation certificate dated the date of the occurrence of such event and in the amount of such Bank's Revolving Loan Commitment Ratio). The disbursement of funds in connection with a draw under a Letter of Credit pursuant to this Section 2.14(d) shall be subject to the terms and conditions of Section 2.2(e) hereof. The obligation of each Bank having a Revolving Loan Commitment to make payments to the Administrative Agent, for the account of the Issuing Bank, in accordance with this Section 2.14 shall be absolute and unconditional and no such Bank shall be relieved of its obligations to make such payments by reason of noncompliance by any other Person with the terms of the Letter of Credit or for any other reason. The Administrative Agent shall promptly remit to the Issuing Bank the amounts so received from the other Banks. Any overdue amounts payable by the Banks having a Revolving Loan Commitment to the Issuing Bank in respect of a draw under any Letter of Credit shall bear interest, payable on demand, at the rate on overnight federal funds transactions with members of the

Federal Reserve System arranged by federal funds brokers, as published for such day by the Federal Reserve Bank of New York.

(e) The Borrower agrees that any action taken or omitted to be taken by the Issuing Bank in connection with any Letter of Credit, except for such actions or omissions as shall constitute gross negligence or willful misconduct on the part of the Issuing Bank, shall be binding on the Borrower as between the Borrower and the Issuing Bank, and shall not result in any liability of the Issuing Bank to the Borrower. The obligation of the Borrower to reimburse the Banks for Advances made to reimburse the Issuing Bank for draws under the Letter of Credit shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances whatsoever, including, without limitation, the following circumstances:

(i) Any lack of validity or enforceability of any Loan Document;

(ii) Any amendment or waiver of or consent to any departure from any or all of the Loan Documents;

(iii) Any improper use which may be made of any Letter of Credit or any improper acts or omissions of any beneficiary or transferee of any Letter of Credit in connection therewith;

(iv) The existence of any claim, set-off, defense or any right which the Borrower may have at any time against any beneficiary or any transferee of any Letter of Credit (or Persons for whom any such beneficiary or any such transferee may be acting) or any Bank (other than the defense of payment to such Bank in accordance with the terms of this Agreement) or any other Person, whether in connection with any Letter of Credit, any transaction contemplated by any Letter of Credit, this Agreement, any other Loan Document, or any unrelated transaction;

(v) Any statement or any other documents presented under any Letter of Credit proving to be insufficient, forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect whatsoever, provided that such payment shall not have constituted gross negligence or willful misconduct of the Issuing Bank;

(vi) The insolvency of any Person issuing any documents in connection with any Letter of Credit;

(vii) Any breach of any agreement between the Borrower and any beneficiary or transferee of any Letter of Credit, provided that  
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the same shall not

have resulted from the gross negligence or willful misconduct of the Issuing Bank;

(viii) Any irregularity in the transaction with respect to which any Letter of Credit is issued, including any fraud by the beneficiary or any transferee of such Letter of Credit, but excluding any irregularity resulting from the gross negligence or willful misconduct of the Issuing Bank;

(ix) Any errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, wireless or otherwise, whether or not they are in code, provided that the same shall not be the result of the gross negligence or willful misconduct of the Issuing Bank;

(x) Any act, error, neglect or default, omission, insolvency or failure of business of any of the correspondents of the Issuing Bank, provided that the same shall not have constituted the gross negligence or willful misconduct of the Issuing Bank;

(xi) Any other circumstances arising from causes beyond the control of the Issuing Bank;

(xii) Payment by the Issuing Bank under any Letter of Credit against presentation of a sight draft or a certificate which does not comply with the terms of such Letter of Credit, provided that such payment shall not have constituted gross negligence or willful misconduct of the Issuing Bank; and

(xiii) Any other circumstance or happening whatsoever, whether or not similar to any of the foregoing, provided that such other circumstances or happenings shall not have been the result of gross negligence or willful misconduct of the Issuing Bank or any Bank.

(f) If any change in Applicable Law, any change in the interpretation or administration thereof, or any change in compliance with Applicable Law by the Issuing Bank or any Bank as a result of any official request or directive of any governmental authority, central bank or comparable agency (whether or not having the force of law) shall (i) impose, modify or deem applicable any reserve (including, without limitation, any imposed by the Board of Governors of the Federal Reserve System), special deposit, capital adequacy, assessment or other requirements or conditions against Letters of Credit issued by the Issuing Bank or against participations by any other Bank in the Letters of Credit or (ii) impose on the Issuing Bank or any other Bank any other condition regarding any Letter of Credit or any participation therein, and the result of any of the foregoing in the reasonable determination of the Issuing Bank or such Bank, as the case may be, is to increase the cost to the Issuing Bank or such Bank of issuing or maintaining

any Letter of Credit or purchasing or maintaining any participation therein, as the case may be, by an amount (which amount shall be reasonably determined) deemed by the Issuing Bank or such Bank to be material, and the designation of a different lending office will not avoid the need for additional compensation, then, on request by the Issuing Bank or such Bank, the Borrower shall pay, within ten (10) days after demand, the Issuing Bank or such Bank, as the case may be, such additional amount or amounts as the Issuing Bank or such Bank, as the case may be, so determines will compensate it for such increased costs. A certificate of the Issuing Bank or such Bank setting forth the amount, and in reasonable detail the basis for the Issuing Bank or such Bank's determination of such amount, to be paid to the Issuing Bank or such Bank by the Borrower as a result of any event referred to in this paragraph shall, absent manifest error, be conclusive.

(g) Each Bank having a Revolving Loan Commitment shall be responsible for its pro rata share (based on such Bank's Revolving Loan Commitment Ratio) of any and all reasonable out-of-pocket costs, expenses (including reasonable legal fees) and disbursements which may be incurred or made by the Issuing Bank in connection with the collection of any amounts due under, the administration of, or the presentation or enforcement of any rights conferred by any Letter of Credit, the Borrower's or any guarantor's obligations to reimburse or otherwise. In the event the Borrower shall fail to pay such expenses of the Issuing Bank within ten (10) days after demand for payment by the Issuing Bank, each Bank having a Revolving Loan Commitment shall thereupon pay to the Issuing Bank its pro rata share (based on such Bank's Revolving Loan Commitment Ratio) of such expenses within five (5) days from the date of the Issuing Bank's notice to the Banks having a Revolving Loan Commitment of the Borrower's failure to pay; provided, however, that if the Borrower or any guarantor shall -----  
thereafter pay such expense, the Issuing Bank will repay to each Bank having a Revolving Loan Commitment Ratio the amounts received from such Bank hereunder.

(h) The Borrower agrees that each Advance by the Banks having a Revolving Loan Commitment to reimburse the Issuing Bank for draws under any Letter of Credit, shall, for all purposes hereunder, be deemed to be an Advance under the Revolving Loan Commitment to the Borrower and shall be payable and bear interest in accordance with all other Loans to the Borrower.

(i) The Borrower will indemnify and hold harmless the Administrative Agent, the Issuing Bank and each other Bank and each of their respective employees, representatives, officers and directors from and against any and all claims, liabilities, obligations, losses (other than loss of profits), damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (including reasonable attorneys' fees, but excluding taxes) which may be imposed on, incurred by or asserted against the Administrative



Agent, the Issuing Bank or any such other Bank in any way relating to or arising out of the issuance of a Letter of Credit, except that the Borrower shall not be liable to the Administrative Agent, the Issuing Bank or any such Bank for any portion of such claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, or disbursements resulting from the gross negligence or willful misconduct of the Administrative Agent, the Issuing Bank or such Bank, as the case may be, as determined by a non-appealable judicial order. This Section 2.14(i) shall survive termination of this Agreement."

3. Amendment to Article 3. Article 3 of the Loan Agreement, Conditions

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Precedent, is hereby amended by adding the following new Section 3.3 thereto:  
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"Section 3.3 Conditions Precedent to Issuance of Letters of Credit. The

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obligation of the Issuing Bank to issue each Letter of Credit hereunder is subject to the fulfillment of each of the following conditions immediately prior to or contemporaneously with such issuance:

(a) All of the representations and warranties of the Borrower under this Agreement, which, in accordance with Section 4.2 hereof, are made at and as of the time of an Advance, shall be true and correct, both before and after giving effect to the issuance of such Letter of Credit;

(b) The incumbency of the Authorized Signatories shall be as stated in the applicable certificate of incumbency contained in the certificate of the Borrower delivered pursuant to Section 3.1(a) hereof or as subsequently modified and reflected in a certificate of incumbency delivered to the Administrative Agent and the Banks having a Revolving Loan Commitment;

(c) There shall not exist, on the date of the issuance of such Letter of Credit and after giving effect thereto, a Default or an Event of Default hereunder and, the Administrative Agent shall have received a Request for Issuance of a Letter of Credit so certifying; and

(d) The Administrative Agent, the Issuing Bank and each of the Banks having a Revolving Loan Commitment shall have received all such other certificates, reports, statements, opinions of counsel (if such Letter of Credit is in connection with an Acquisition) or other documents as any of them may reasonably request."

4. Amendments to Article 7.

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(a) Amendments to Section 7.6. Section 7.6 of the Loan Agreement,

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Investments and Acquisitions, is hereby amended by deleting subsections (a), (b)

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and (c) thereof in their entirety and by substituting the following in lieu thereof:

"(a) directly or through a brokerage account or investment adviser (i) purchase marketable, direct obligations of the United States of America, its agencies and instrumentalities maturing within three hundred sixty-five (365) days of the date of purchase, (ii) purchase commercial paper and other short-term obligations and business savings accounts issued by corporations, each of which shall have a combined net worth of at least \$100,000,000 and each of which conducts a substantial part of its business in the United States of America, maturing within two hundred seventy (270) days from the date of the original issue thereof, and whose issuer is, at the time of purchase, rated "P-2" or better by Moody's Investors Service, Inc. or "A-2" or better by Standard and Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., (iii) purchase repurchase agreements, bankers' acceptances, and domestic and Eurodollar certificates of deposit maturing within three hundred sixty-five (365) days of the date of purchase which are issued by, or time deposits maintained with, (A) a United States national or state bank (or any domestic branch of a foreign bank) subject to supervision and examination by federal or state banking or depository institution authorities and having capital, surplus and undivided profits totaling more than \$100,000,000 and rated "A" or better by Moody's Investors Service, Inc. or Standard and Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., or (B) a Broker/Dealer, and (iv) invest in money market funds having a rating from Moody's Investors Service, Inc. and Standard and Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc. in the highest investment category granted thereby;

(b) so long as no Default then exists or would be caused thereby, establish Unrestricted Subsidiaries and make Investments in such Unrestricted Subsidiaries of up to, in the aggregate, at any time, the sum of (i) \$60,000,000 with loans borrowed under this Agreement or the ATS Facility B Loan Agreement, and (ii) equity proceeds not used to pay the Separation Obligations or to make Investments permitted under Sections 7.6(c) and (d) hereof;

(c) so long as no Default then exists or would be caused thereby, and subject to compliance with Section 5.13 hereof, make Acquisitions; provided, however, that Acquisitions of communications

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sites, tower management businesses and other services businesses, such as construction and teleport businesses, shall not exceed, in the aggregate, at any time, the sum of (i) \$50,000,000 and (ii) equity proceeds not used to pay the Separation Obligations after the Agreement Date or to make Investments permitted under Sections 7.6(b) and (d) hereof;"

(b) Amendments to Sections 7.8, 7.9, 7.11 and 7.12. Sections 7.8, 7.9,

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7.11 and 7.12 of the Loan Agreement are hereby amended by inserting the following phrase immediately

following "and (b)" where it appears in such Sections: "at the time of the issuance of any Letter of Credit (after giving effect to such Letter of Credit), and (c)".

5. Amendments to Section 8.2. Section 8.2 of the Loan Agreement, Remedies, -----  
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is hereby amended by deleting existing subsections (a) and (b) thereof in their entirety and by substituting the following in lieu thereof:

"(a) If an Event of Default specified in Section 8.1 (other than an Event of Default under Section 8.1(f) or (g) hereof) shall have occurred and shall be continuing, the Administrative Agent, at the request of the Majority Banks but subject to Section 9.8 hereof, shall (i) (A) terminate the Revolving Loan Commitment or any remaining Term Loan Commitment, and/or (B) declare the principal of and interest on the Loans and the Notes and all other amounts owed to the Banks and the Administrative Agent under this Agreement, the Notes and any other Loan Documents to be forthwith due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived, anything in this Agreement, the Notes or any other Loan Document to the contrary notwithstanding, and the Revolving Loan Commitment and any Term Loan Commitment shall thereupon forthwith terminate, and (ii) require the Borrower to, and the Borrower shall thereupon, deposit in an interest bearing account with the Administrative Agent, as cash collateral for the Obligations, an amount equal to the maximum amount currently or at any time thereafter available to be drawn on all outstanding Letters of Credit, and the Borrower hereby pledges to the Administrative Agent, the Banks and the Issuing Bank and grants to them a security interest in, all such cash as security for the Obligations.

(b) Upon the occurrence and continuance of an Event of Default specified in Section 8.1(f) or (g) hereof, all principal, interest and other amounts due hereunder and under the Notes, and all other Obligations, shall thereupon and concurrently therewith become due and payable and the Revolving Loan Commitment shall forthwith terminate and the principal amount of the Loans outstanding hereunder shall bear interest at the Default Rate, and the Borrower shall thereupon forthwith deposit in an interest bearing account with the Administrative Agent, as cash collateral for the Obligations, an amount equal to the maximum amount currently or at any time thereafter available to be drawn on all outstanding Letters of Credit, all without any action by the Administrative Agent, the Banks, the Majority Banks, or any of them, and without presentment, demand, protest or other notice of any kind, all of which are expressly waived, anything in this Agreement or in the other Loan Documents to the contrary notwithstanding."

(b) Section 8.2 of the Loan Agreement, Remedies, is hereby further amended by adding the following new subsection 8.2(g) thereto:

"(g) In the event that the Administrative Agent establishes a cash collateral account as contemplated by this Section 8.2, the Administrative Agent shall invest all funds in such account in such investments as the Administrative Agent in its sole and absolute discretion deems appropriate. The Borrower hereby acknowledges and agrees that any interest earned on such funds shall be retained by the Administrative Agent as additional collateral for the Obligations. Upon satisfaction in full of all Obligations, the Administrative Agent shall pay any amounts then held in such account to the Borrower."

6. No Other Amendment or Waiver. Except for the amendments set forth above,

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the text of the Loan Agreement and all other Loan Documents shall remain unchanged and in full force and effect. No waiver by the Administrative Agent or the Banks under the Loan Agreement or any other Loan Document is granted or intended except as expressly set forth herein, and the Administrative Agent and the Banks expressly reserve the right to require strict compliance in all other respects (whether or not in connection with any Requests for Advance). Except as set forth herein, the amendments agreed to herein shall not constitute a modification of the Loan Agreement or any of the other Loan Documents, or a course of dealing with the Administrative Agent and the Banks at variance with the Loan Agreement or any of the other Loan Documents, such as to require further notice by the Administrative Agent, the Banks or the Majority Banks to require strict compliance with the terms of the Loan Agreement and the other Loan Documents in the future.

7. Representations and Warranties. The Borrower hereby represents

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

8. Condition Precedent. The effectiveness of this Amendment is subject to

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

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

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

10. Counterparts. This Amendment may be executed in any number of

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

11. Governing Law. This Amendment shall be construed in accordance

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

12. Severability. Any provision of this Amendment which is

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

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

BORROWERS: AMERICAN TOWER, L.P.

By ATC GP INC.

By: /s/ Joseph Winn

-----

Title: Chief Financial Officer

-----

AMERICAN TOWERS, INC.

By: /s/ Joseph Winn

-----

Title: Chief Financial Officer

-----

ADMINISTRATIVE AGENT  
AND BANKS:

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

By: /s/ Jeffery R. Lents

-----

Title: Vice President

-----

THE TORONTO-DOMINION BANK, NEW YORK BRANCH, as Issuing  
Bank

By: /s/ Jeffery R. Lents

-----

Title: Manager, Credit Administration

-----

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

By: /s/ Anthony M. Cacheria  
-----  
Title: Authorized Signatory  
-----

BANK OF MONTREAL, as a Bank

By: /s/ Sarah Kim  
-----  
Title: Director  
-----

THE BANK OF NEW YORK, as a Bank

By: /s/ Geoffrey C. Brooks  
-----  
Title: Vice President  
-----

THE BANK OF NOVA SCOTIA, as a Bank

By: /s/ Paul A. Weissenberger  
-----  
Title: Authorized Signatory  
-----

BANK OF SCOTLAND, as a Bank

By: /s/ Janet Taffe  
-----  
Title: Assistant Vice President  
-----

BANKBOSTON, N.A., as a Bank

By: /s/ Lenny Mason

-----  
Title: Director  
-----

BANKERS TRUST COMPANY, as a Bank

By: /s/ Gregory Shefrin

-----  
Title: Principal  
-----

BARCLAYS BANK, PLC, as a Bank

By: /s/ Craig J. Lewis

-----  
Title: Director  
-----

THE CHASE MANHATTAN BANK, as a Bank

By: /s/ William E. Rottino

-----  
Title: Vice President  
-----

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

By: /s/ J. E. Palmer

-----  
Title: Assistant Vice President  
-----



CITY NATIONAL BANK, as a Bank

By: /s/ David J. Allen

-----  
Title: Vice President  
-----

COBANK, ACB, as a Bank

By: /s/ John Cole

-----  
Title: Vice President  
-----

CREDIT LYONNAIS NEW YORK BRANCH, as a Bank

By: /s/ Mark D. Thorsheim

-----  
Title: Vice President  
-----

CREDIT SUISSE FIRST BOSTON, as a Bank

By: /s/ Todd C. Morgan

-----  
Title: Director  
-----

By: /s/ Chris T. Horgan

-----  
Title: Vice President  
-----

CRESTAR BANK, as a Bank

By: /s/ Thomas Palmer

-----  
Title: Vice President  
-----

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

By: /s/ Patrick A. Keleher  
-----

Title: Vice President  
-----

By: /s/ Brian E. Haughney  
-----

Title: Assistant Vice President  
-----

FIRST NATIONAL BANK OF MARYLAND, as a Bank

By: /s/ Christopher L. Smith  
-----

Title: Vice President  
-----

FLEET NATIONAL BANK, as a Bank

By: /s/ Amy B. Peden  
-----

Title: Assistant Vice President  
-----

GENERAL ELECTRIC CAPITAL CORPORATION, as a Bank

By: /s/ Mark F. Mylon  
-----

Title: Manager of Operations  
-----

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

By: /s/ Michael W. Quinn

-----  
Title: Senior Vice President  
-----

KEY CORPORATE CAPITAL INC., as a Bank

By: /s/ Kenneth J. Keeler

-----  
Title: Senior Vice President  
-----

LEHMAN COMMERCIAL PAPER INC., as a Bank

By: /s/ Michele Swanson

-----  
Title: Authorized Signatory  
-----

MELLON BANK, N.A., as a Bank

By: /s/ Henry S. Beukema

-----  
Title: Assistant Vice President  
-----

MERCANTILE BANK NATIONAL ASSOCIATION, as a Bank

By: /s/ John H. Phillips

-----  
Title: Vice President  
-----

THE MITSUBISHI TRUST AND BANKING CORPORATION, as a Bank

By: /s/ Beatrice E. Kossodo

-----  
Title: Senior Vice President  
-----

NATIONAL BANK OF CANADA, as a Bank

By: /s/ Theresa White

-----  
Title: Vice President  
-----

By: /s/ James Drum

-----  
Title: Vice President  
-----

PNC BANK, NATIONAL ASSOCIATION, as a Bank

By: /s/ Kristen E. Talaber

-----  
Title: Vice President  
-----

STATE STREET BANK AND TRUST COMPANY, as a Bank

By: /s/ Edward C. Thaute

-----  
Title: Vice President  
-----

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

By: /s/ Stender E. Sweeney

-----  
Title: Assistant Vice President  
-----

US TRUST, as a Bank

By: /s/ Daniel G. Eastman

-----  
Title: Vice President  
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WEBSTER BANK, as a Bank

By:

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Title:  
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FOURTH AMENDMENT TO FACILITY A LOAN AGREEMENT  
AND CONSENT

THIS FOURTH AMENDMENT TO FACILITY A LOAN AGREEMENT AND CONSENT (this "Amendment and Consent"), dated as of the 29th day of September, 1999 (the "Amendment Date"), by and among AMERICAN TOWER, L.P., a Delaware limited partnership, and AMERICAN TOWERS, INC., a Delaware corporation (collectively, the "Borrower"), the FINANCIAL INSTITUTIONS SIGNATORY HERETO and TORONTO DOMINION (TEXAS), INC., as administrative agent (the "Administrative Agent") for the Banks (as defined in the Loan Agreement defined below);

W I T N E S S E T H:

WHEREAS, the Borrower, the Banks and the Administrative Agent are parties to that certain ATS Facility A Loan Agreement dated as of June 16, 1998, as amended by that certain First Amendment to ATS Facility A Loan Agreement dated as of October 30, 1998, that certain Second Amendment and Waiver to ATS Facility A Loan Agreement dated as of February 8, 1999 and that certain Third Amendment to ATS Facility A Loan Agreement dated as of July 9, 1999 (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"); and

WHEREAS, the Borrower has requested, and the Banks have agreed, on the terms and subject to the conditions set forth herein, to permit the Parent (as defined in the Loan Agreement) to incur certain indebtedness and to prepay the principal amount of Indebtedness outstanding under the Parent Loan Agreement (as defined in the Loan Agreement) and to make certain other amendments to the Loan Agreement, in each case, as provided herein;

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

1. Amendment to Article 1. Article 1 of the Loan Agreement, Definitions, is hereby amended by adding the following definition of "Convertible Notes," thereto in appropriate alphabetical order:

"'Convertible Notes' shall mean convertible notes issued by the

Parent having the following terms: (a) such Convertible Notes shall be overfunded by an amount equal to all interest payable with respect thereto for the period commencing on the date of issuance thereof through the second anniversary of the date of issuance, (b) no principal payments (other than in common stock of the Parent) on the Convertible Notes may be

required until six (6) months after the Maturity Date, (c) the proceeds (other than any amount required to pay interest during any applicable overfunding period) of such Convertible Notes shall be contributed as equity to the Co-Borrowers to be applied to the Loans in accordance with the provisions of this Agreement with any remaining proceeds used to pay in full all outstanding amounts under the Parent Loan Agreement in accordance with that certain Fourth Amendment to Facility A Loan Agreement and Consent dated as of September 29, 1999, (d) not guaranteed by Subsidiaries of the Parent and (e) such Convertible Notes shall be unsecured and have such other terms and conditions substantially as set forth in the Offering Memorandum with respect thereto."

2. Amendment to Article 8. Section 8.1 of the Loan Agreement, Events of

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Default, is hereby amended by deleting subsection (q) thereof in its entirety

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and by substituting the following in lieu thereof:

"(q) The Parent shall incur or permit to remain outstanding any Indebtedness for Money Borrowed other than the Convertible Notes (or any refinancing of the foregoing which does not exceed the principal amount outstanding on the date of such refinancing); or"

3. Consent to Prepayment under Parent Loan Agreement. This Amendment and

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Consent, when executed by the Majority Banks and accepted by the Borrower, will, subject to the terms and conditions hereof, reflect the Banks' consent to the prepayment by the Parent in full of all amounts outstanding under the Parent Loan Agreement solely with a portion the proceeds of the Convertible Notes remaining after application of such proceeds as required by Article 2 of the Loan Agreement; provided, however, that prior to such prepayment, the Co-

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Borrowers apply the proceeds of the Convertible Notes (other than any amount required to pay interest during any applicable overfunding period) as required by Article 2 of the Loan Agreement.

4. No Other Amendment or Consent. Except for the amendments and consent

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set forth above, the text of the Loan Agreement and all other Loan Documents shall remain unchanged and in full force and effect. No waiver or consent by the Administrative Agent or the Banks under the Loan Agreement or any other Loan Document is granted or intended except as expressly set forth herein, and the Administrative Agent and the Banks expressly reserve the right to require strict compliance in all other respects (whether or not in connection with any Requests for Advance). Except as set forth herein, the amendments and consent agreed to herein shall not constitute a modification of the Loan Agreement or any of the other Loan Documents, or a course of dealing with the Administrative Agent and the Banks at variance with the Loan Agreement or any of the other Loan Documents, such as to require further notice by the Administrative Agent, the Banks or the Majority Banks to require strict compliance with the terms of the Loan Agreement and the other Loan Documents in the future.

5. Loan Documents. This Amendment and Consent shall be deemed to be a

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

6. Counterparts. This Amendment and Consent may be executed in any number  
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of counterparts, each of which shall be deemed to be an original, but all such  
separate counterparts shall together constitute but one and the same instrument.

7. Governing Law. This Amendment and Consent shall be construed in  
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accordance with and governed by the laws of the State of New York.

8. Severability. Any provision of this Amendment and Consent which is  
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prohibited or unenforceable shall be ineffective to the extent of such  
prohibition or unenforceability without invalidating the remaining provisions  
hereof in that jurisdiction or affecting the validity or enforceability of such  
provision in any other jurisdiction.

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

BORROWERS: AMERICAN TOWER, L.P.

By ATC GP INC.

By: /s/ Joseph L. Winn  
-----

Title: Chief Financial Officer

AMERICAN TOWERS, INC.

By: /s/ Joseph L. Winn  
-----

Title: Chief Financial Officer

ADMINISTRATIVE AGENT  
AND BANKS:

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

By: /s/ Jeffrey R. Lents  
-----

Title: Vice President

THE TORONTO-DOMINION BANK, NEW YORK BRANCH, as Issuing  
Bank

By: /s/ Jeffrey R. Lents  
-----

Title: Manager, Credit Administration  
-----

BANK OF AMERICA, N.A. (formerly known as Bank of America National Trust and Savings Association), as a Bank

By: /s/ Todd Shipley

-----  
Title: Senior Vice President  
-----

BANK OF MONTREAL, as a Bank

By: /s/ Sarah Kim

-----  
Title: Director  
-----

THE BANK OF NEW YORK, as a Bank

By: /s/ Geoffrey C. Brooks

-----  
Title: Vice President  
-----

THE BANK OF NOVA SCOTIA, as a Bank

By: /s/ Paul A. Weissenberger

-----  
Title: Authorized Signatory  
-----

BANK OF SCOTLAND, as a Bank

By: /s/ Annie Glynn

-----  
Title: Senior Vice President  
-----

BANKBOSTON, N.A., as a Bank

By: /s/ Lenny Mason

-----  
Title: Director  
-----

BANKERS TRUST COMPANY, as a Bank

By: /s/ Gregory Shefrin

-----  
Title: Principal  
-----

BARCLAYS BANK, PLC, as a Bank

By: /s/ Craig J. Lewis

-----  
Title: Director  
-----

THE CHASE MANHATTAN BANK, as a Bank

By: /s/ William E. Rottino

-----  
Title: Vice President  
-----

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

By: /s/ Daniel E. A. Nichols

-----  
Title: Assistant Vice President  
-----

CITY NATIONAL BANK, as a Bank

By: /s/ Rod Bollins

-----  
Title: Vice President  
-----

COBANK, ACB, as a Bank

By: /s/ Teresa L. Fountain

-----  
Title: Assistant Corporate Secretary  
-----

CREDIT LYONNAIS NEW YORK BRANCH, as a Bank

By: /s/ Mark Campellone

-----  
Title: First Vice President  
-----

CREDIT SUISSE FIRST BOSTON, as a Bank

By: /s/ Todd C. Morgan

-----  
Title: Director  
-----

By: /s/ Kristin Lepri

-----  
Title: Associate  
-----

CRESTAR BANK, as a Bank

By: /s/ Edwin D. Brooks, Jr.

-----  
Title: Executive Vice President  
-----

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

By: /s/ Constance Loosemore

-----  
Title: Assistant Vice President  
-----

By: /s/ Patrick A. Keleher

-----  
Title: Vice President  
-----

ALLFIRST BANK, as a Bank

By: /s/ W. Blake Hampson

-----  
Title: Vice President  
-----

FLEET NATIONAL BANK, as a Bank

By: /s/ Jeffrey R. Greene

-----  
Title: Vice President  
-----

THE FUJI BANK, LIMITED, as a Bank

By: /s/ Kazuyuki Nishimura

-----  
Title: Senior Vice President and Group Head  
-----

GENERAL ELECTRIC CAPITAL CORPORATION, as a Bank

By: /s/ Michael J. Tzougrakis

-----  
Title: Manager of Operations  
-----

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

By: /s/ Michael W. Quinn

-----  
Title: Senior Vice President  
-----

KEY CORPORATE CAPITAL INC., as a Bank

By: /s/ Jason R. Weaver

-----  
Title: Vice President  
-----

MELLON BANK, N.A., as a Bank

By: /s/ Henry Beukema  
-----

Title: Assistant Vice President  
-----

MERCANTILE BANK NATIONAL ASSOCIATION, as a Bank

By: /s/ John H. Phillips  
-----

Title: Vice President  
-----

THE MITSUBISHI TRUST AND BANKING CORPORATION, as a Bank

By: /s/ Toshihiro Hayashi  
-----

Title: Senior Vice President  
-----

NATIONAL BANK OF CANADA, as a Bank

By: /s/ Theresa White  
-----

Title: Vice President  
-----

By: /s/ Vincent Lima  
-----

Title: Vice President  
-----

PNC BANK, NATIONAL ASSOCIATION, as a Bank

By: /s/ Kristen E. Talaber

-----  
Title: Vice President

STATE STREET BANK AND TRUST COMPANY, as a Bank

By: /s/ Edward C. Thaute

-----  
Title: Vice President

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

By: /s/ Darren H. Miyata

-----  
Title: Assistant Vice President

US TRUST, as a Bank

By: /s/ Daniel G. Eastman

-----  
Title: Vice President

WEBSTER BANK, as a Bank

By: /s/ Juliana B. Dalton

-----  
Title: Vice President



THIRD AMENDMENT  
TO  
ATS FACILITY B LOAN AGREEMENT

THIS THIRD AMENDMENT TO ATS FACILITY B LOAN AGREEMENT (this "Amendment"),  
dated as of the 27th day of May, 1999 (the "Amendment Date"), by and among  
AMERICAN TOWER, L.P., a Delaware limited partnership, and AMERICAN TOWERS, INC.,  
a Delaware corporation (collectively, the "Borrower"), the FINANCIAL  
INSTITUTIONS SIGNATORY HERETO and TORONTO DOMINION (TEXAS), INC., as  
administrative agent (the "Administrative Agent") for the Banks (as defined in  
the Loan Agreement defined below);

W I T N E S S E T H:

WHEREAS, the Borrower, the Banks and the Administrative Agent are parties  
to that certain ATS Facility B Loan Agreement dated as of June 16, 1998, as  
amended by that certain First Amendment to ATS Facility B Loan Agreement dated  
as of October 30, 1998 and that certain Second Amendment and Waiver to ATS  
Facility B Loan Agreement dated as of February 8, 1999 (as amended, modified,  
supplemented and restated from time to time, the "Loan Agreement"); and

WHEREAS, the Borrower has informed Administrative Agent and the Banks that  
it would like to extend the Termination Date of the Facility B Commitment by a  
364-day period; and

WHEREAS, the Borrower, the Administrative Agent and the Banks have agreed  
to extend the Termination Date of the Facility B Commitment by a 364-day period  
on the terms and conditions set forth herein;

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

- 1. Amendment to Article 1. Article 1 of the Loan Agreement, Definitions,

is hereby amended by deleting the definition "Termination Date" in its entirety  
and by substituting in lieu thereof the following:

"Termination Date" shall mean June 14, 2000."

2. Amendment to Article 2. Section 2.4 of the Loan Agreement,  
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Commitment Fees, is hereby amended by deleting such section in its entirety and by substituting in lieu thereof the following:

"Section 2.4 Commitment Fees. Commencing on May 27, 1999 and at all  
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times thereafter, the Borrowers agree to pay, on a joint and several basis, to the Administrative Agent for the account of each of the Banks in accordance with such Bank's respective Facility B Commitment Ratio, a commitment fee on the aggregate unborrowed balance of the Facility B Commitment for each day from May 27, 1999 until the Termination Date, or, if applicable, the Maturity Date, at a rate of one-quarter of one percent (0.250%) per annum. Such commitment fee shall be computed on the basis of a year of 365/366 days for the actual number of days elapsed, shall be payable quarterly in arrears on the last Business Day of each calendar quarter, and shall be fully earned when due and non-refundable when paid. A final payment of any commitment fee then payable shall also be due and payable on the Termination Date, or, if applicable, the Maturity Date."

3. No Other Amendment or Waiver. Except for the amendments set  
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forth above, the text of the Loan Agreement and all other Loan Documents shall remain unchanged and in full force and effect. No waiver by the Administrative Agent or the Banks under the Loan Agreement or any other Loan Document is granted or intended except as expressly set forth herein, and the Administrative Agent and the Banks expressly reserve the right to require strict compliance in all other respects (whether or not in connection with any Requests for Advance). Except as set forth herein, the amendment agreed to herein shall not constitute a modification of the Loan Agreement or any of the other Loan Documents, or a course of dealing with the Administrative Agent and the Banks at variance with the Loan Agreement or any of the other Loan Documents, such as to require further notice by the Administrative Agent, the Banks or the Majority Banks to require strict compliance with the terms of the Loan Agreement and the other Loan Documents in the future.

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

5. Condition Precedent. The effectiveness of this Amendment and  
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Waiver is subject to the receipt by the Administrative Agent of counterparts hereof executed by the Banks and the Borrower and of all documents, instruments, consents or items which the Administrative Agent shall deem appropriate in connection herewith.

6. Loan Documents. This document shall be deemed to be a Loan Document  
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for all purposes under the Loan Agreement and the other Loan Documents.

7. Counterparts. This Amendment and Waiver may be executed in any  
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number of counterparts, each of which shall be deemed to be an original, but all  
such separate counterparts shall together constitute but one and the same  
instrument.

8. Governing Law. This Amendment and Waiver shall be construed in  
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accordance with and governed by the laws of the State of New York.

9. Severability. Any provision of this Amendment and Waiver which  
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is prohibited or unenforceable shall be ineffective to the extent of such  
prohibition or unenforceability without invalidating the remaining provisions  
hereof in that jurisdiction or affecting the validity or enforceability of such  
provision in any other jurisdiction.

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

BORROWERS: AMERICAN TOWER, L.P.

By ATC GP INC.

By: /s/ Joseph Winn

-----  
Title: Chief Financial Officer  
-----

AMERICAN TOWERS, INC.

By: /s/ Joseph Winn

-----  
Title: Chief Financial Officer  
-----

ADMINISTRATIVE AGENT  
AND BANKS:

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

By: /s/ Jeffery R. Lents

-----  
Title: Vice President  
-----

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

By: /s/ Fred L. Thorne

-----  
Title: Vice President  
-----

BANK OF MONTREAL, as a Bank

By: /s/ Sarah Kim

-----  
Title: Director  
-----

THE BANK OF NEW YORK, as a Bank

By: /s/ Geoffrey C. Brooks

-----  
Title: Vice President  
-----

THE BANK OF NOVA SCOTIA, as a Bank

By: /s/ Paul A. Weissenberger

-----  
Title: Authorized Signatory  
-----

BANK OF SCOTLAND, as a Bank

By: /s/ Janet Taffe

-----  
Title: Assistant Vice President  
-----

BANKBOSTON, N.A., as a Bank

By: /s/ Lenny Mason

-----  
Title: Director  
-----

BANKERS TRUST COMPANY, as a Bank

By: /s/ Gregory Shefrin

-----  
Title: Principal  
-----

BARCLAYS BANK, PLC, as a Bank

By: /s/ Craig J. Lewis

-----  
Title: Director  
-----

THE CHASE MANHATTAN BANK, as a Bank

By: /s/ William E. Rottino

-----  
Title: Vice President  
-----

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

By: /s/ Barry L. Blailock

-----  
Title: Assistant Vice President/Credit  
-----

CITY NATIONAL BANK, as a Bank

By: /s/ David J. Allen

-----  
Title: Vice President  
-----

COBANK, ACB, as a Bank

By: /s/ John P. Cole

-----  
Title: Vice President  
-----

CREDIT LYONNAIS NEW YORK BRANCH, as a Bank

By: /s/ Mark Campalone

-----  
Title: First Vice President  
-----

CREDIT SUISSE FIRST BOSTON, as a Bank

By: /s/ Bill O'Daly

-----  
Title: Vice President  
-----

By: /s/ Kristin Lepri

-----  
Title: Associate  
-----

CRESTAR BANK, as a Bank

By: /s/ LaTarnya B. Mason

-----  
Title: Assistant Vice President  
-----

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

By: -----

Title: -----

By: -----

Title: -----

FIRST NATIONAL BANK OF MARYLAND, as a Bank

By: /s/ W. Blake Hampson  
-----

Title: Vice President  
-----

FLEET NATIONAL BANK, as a Bank

By: -----

Title: -----

GENERAL ELECTRIC CAPITAL CORPORATION, as a Bank

By: /s/ Mark F. Mylon  
-----

Title: Manager-Operations  
-----



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

By: /s/ Michael W. Quinn

-----  
Title: Senior Vice President  
-----

KEY CORPORATE CAPITAL INC., as a Bank

By: /s/ Jason R. Weaver

-----  
Title: Vice President  
-----

LEHMAN COMMERCIAL PAPER INC., as a Bank

By: /s/ Michele Swanson

-----  
Title: Authorized Signatory  
-----

MELLON BANK, N.A., as a Bank

By: /s/ Henry S. Beukema

-----  
Title: Assistant Vice President  
-----

MERCANTILE BANK NATIONAL ASSOCIATION, as a Bank

By: /s/ John H. Phillips

-----  
Title: Vice President  
-----

THE MITSUBISHI TRUST AND BANKING CORPORATION, as a Bank

By: /s/ Toshihiro Hayashi

-----  
Title: Senior Vice President

NATIONAL BANK OF CANADA, as a Bank

By: /s/ Theresa White

-----  
Title: Vice President

By: /s/ Gaetan Frosina

-----  
Title: Vice President

PNC BANK, NATIONAL ASSOCIATION, as a Bank

By: /s/ Kristen E. Talaber

-----  
Title: Vice President

STATE STREET BANK AND TRUST COMPANY, as a Bank

By: /s/ Greg Spurr

-----  
Title: Vice President

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

By: /s/ Stender E. Sweeney  
-----

Title: Assistant Vice President  
-----

US TRUST, as a Bank

By: -----

Title: -----

WEBSTER BANK, as a Bank

By: /s/ Juliana B. Dalton  
-----

Title: Vice President  
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FOURTH AMENDMENT  
TO  
ATS FACILITY B LOAN AGREEMENT

THIS FOURTH AMENDMENT TO ATS FACILITY B LOAN AGREEMENT (this "Amendment"),  
dated as of the 9th day of July, 1999 (the "Amendment Date"), by and among  
AMERICAN TOWER, L.P., a Delaware limited partnership, and AMERICAN TOWERS, INC.,  
a Delaware corporation (collectively, the "Borrower"), the FINANCIAL  
INSTITUTIONS SIGNATORY HERETO and TORONTO DOMINION (TEXAS), INC., as  
administrative agent (the "Administrative Agent") for the Banks (as defined in  
the Loan Agreement defined below);

W I T N E S S E T H:

WHEREAS, the Borrower, the Banks and the Administrative Agent are parties to  
that certain ATS Facility B Loan Agreement dated as of June 16, 1998, as amended  
by that certain First Amendment to ATS Facility B Loan Agreement dated as of  
October 30, 1998, that certain Second Amendment and Waiver to ATS Facility B  
Loan Agreement dated as of February 8, 1999 and that certain Third Amendment to  
ATS Facility B Loan Agreement dated as of May 27, 1999 (as amended, modified,  
supplemented and restated from time to time, the "Loan Agreement"); and

WHEREAS, the Borrower has requested, and the Banks have agreed, on the terms  
and subject to the conditions set forth herein, to make certain amendments to  
the Loan Agreement as provided herein;

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

1. Amendments to Article 1.

(a) Article 1 of the Loan Agreement, Definitions, is hereby amended by  
adding the following new definitions of "Broker/Dealer" and "communications  
site" thereto in appropriate alphabetical order:

"'Broker/Dealer' shall mean, with respect to any Investment or

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Acquisition permitted under Section 7.6(a) hereof, (a) any broker/dealer (acting as principal) registered as a broker or a dealer under Section 15 of the Exchange Act, the unsecured short-term debt obligations of which are rated "P-1" by Moody's Investors Service, Inc. and at least "A-1" by Standard and Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., at the time of entering into such Investment or Acquisition or (b) an unrated, broker/dealer, acting as principal, that is a wholly-owned Subsidiary of a non-bank or bank holding company, the unsecured short-term debt obligations of which are rated "P-1" by Moody's Investors Service, Inc. and at least "A-1" by Standard and Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., at the time of entering into such Investment or Acquisition."

"'communications site' shall mean (a) any undeveloped real property

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and (b) communication towers which have no bona fide customers on the date of acquisition thereof."

(b) Article 1 of the Loan Agreement, Definitions, is hereby amended by

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deleting the definitions of "Fixed Charges Coverage Ratio" and "Subsidiary" in  
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their entirety and by substituting the following in lieu thereof in appropriate alphabetical order:

"'Fixed Charges Coverage Ratio' shall mean, as of any calculation

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date, the ratio of (a) the sum of (i) Annualized Operating Cash Flow as of the most recently completed fiscal quarter, plus (ii) the sum of (A) the

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amount of unused Commitments as of such date under this Agreement and the ATS Facility A Loan Agreement which could be borrowed on such date in compliance with Section 7.8 hereof, plus, (B) to the extent then reflected

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as net cash on the balance sheet of either Borrower, the net cash proceeds of any equity issued, directly or indirectly, by either Borrower and received by either Borrower from the Parent (after deducting any portion thereof applied to the Loans or the Facility A Loans) to (b) Fixed Charges."

"'Subsidiary' shall mean, as applied to any Person, (a) any

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corporation of which no less than fifty percent (50%) of the outstanding stock (other than directors' qualifying shares) having ordinary voting power to elect a majority of its board of directors, regardless of the existence at the time of a right of the holders of any class or classes of securities of such corporation to exercise such voting power by reason of the happening of any contingency, or any partnership of which no less than fifty percent (50%) of the outstanding partnership interests, is at the time owned directly or indirectly by such Person, or by one or more Subsidiaries of such Person, or by such Person and one or more Subsidiaries of such Person, provided, however, that if such Person and/or such Person's

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Subsidiaries directly or indirectly own no more than fifty percent (50%) of such Subsidiary's ownership interests, then such Subsidiary's operating or governing documents must require (i) such Subsidiary's net cash after the establishment of reserves be distributed to its equity holders no less frequently than quarterly and (ii) the consent of such Person and/or such Person's Subsidiaries to amend or otherwise modify the

provisions of such operating or governing documents requiring such distributions, or (b) any other entity which is directly or indirectly controlled or capable of being controlled by such Person, or by one or more Subsidiaries of such Person, or by such Person and one or more Subsidiaries of such Person."

2. Amendment to Article 7. Section 7.6 of the Loan Agreement, Investments

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and Acquisitions, is hereby amended by deleting subsections (a), (b) and (c)  
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thereof in their entirety and by substituting the following in lieu thereof:

"(a) directly or through a brokerage account or investment adviser (i) purchase marketable, direct obligations of the United States of America, its agencies and instrumentalities maturing within three hundred sixty-five (365) days of the date of purchase, (ii) purchase commercial paper and other short-term obligations and business savings accounts issued by corporations, each of which shall have a combined net worth of at least \$100,000,000 and each of which conducts a substantial part of its business in the United States of America, maturing within two hundred seventy (270) days from the date of the original issue thereof, and whose issuer is, at the time of purchase, rated "P-2" or better by Moody's Investors Service, Inc. or "A-2" or better by Standard and Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., (iii) purchase repurchase agreements, bankers' acceptances, and domestic and Eurodollar certificates of deposit maturing within three hundred sixty-five (365) days of the date of purchase which are issued by, or time deposits maintained with, (A) a United States national or state bank (or any domestic branch of a foreign bank) subject to supervision and examination by federal or state banking or depository institution authorities and having capital, surplus and undivided profits totaling more than \$100,000,000 and rated "A" or better by Moody's Investors Service, Inc. or Standard and Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., or (B) a Broker/Dealer, and (iv) invest in money market funds having a rating from Moody's Investors Service, Inc. and Standard and Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc. in the highest investment category granted thereby;

(b) so long as no Default then exists or would be caused thereby, establish Unrestricted Subsidiaries and make Investments in such Unrestricted Subsidiaries of up to, in the aggregate, at any time, the sum of (i) \$60,000,000 with loans borrowed under this Agreement or the ATS Facility B Loan Agreement, and (ii) equity proceeds not used to pay the Separation Obligations or to make Investments permitted under Sections 7.6(c) and (d) hereof;

(c) so long as no Default then exists or would be caused thereby, and subject to compliance with Section 5.13 hereof, make Acquisitions;

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management businesses and other services businesses, such as construction and teleport

businesses, shall not exceed, in the aggregate, at any time, the sum of (i) \$50,000,000 and (ii) equity proceeds not used to pay the Separation Obligations after the Agreement Date or to make Investments permitted under Sections 7.6(b) and (d) hereof;"

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

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above, the text of the Loan Agreement and all other Loan Documents shall remain unchanged and in full force and effect. No waiver by the Administrative Agent or the Banks under the Loan Agreement or any other Loan Document is granted or intended except as expressly set forth herein, and the Administrative Agent and the Banks expressly reserve the right to require strict compliance in all other respects (whether or not in connection with any Requests for Advance). Except as set forth herein, the amendment agreed to herein shall not constitute a modification of the Loan Agreement or any of the other Loan Documents, or a course of dealing with the Administrative Agent and the Banks at variance with the Loan Agreement or any of the other Loan Documents, such as to require further notice by the Administrative Agent, the Banks or the Majority Banks to require strict compliance with the terms of the Loan Agreement and the other Loan Documents in the future.

4. Representations and Warranties. The Borrower hereby represents

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

5. Condition Precedent. The effectiveness of this Amendment is

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

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

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

7. Counterparts. This Amendment may be executed in any number of

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

8. Governing Law. This Amendment shall be construed in accordance

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

9. Severability. Any provision of this Amendment which is

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

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

BORROWERS: AMERICAN TOWER, L.P.

By ATC GP INC.

By: /s/ Joseph Winn

-----  
Title: Chief Financial Officer  
-----

AMERICAN TOWERS, INC.

By: /s/ Joseph Winn

-----  
Title: Chief Financial Officer  
-----

ADMINISTRATIVE AGENT  
AND BANKS:

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

By: /s/ Jeffery R. Lents

-----  
Title: Vice President  
-----

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

By: /s/ Anthony M. Cacheria

-----  
Title: Authorized Signatory  
-----



BANK OF MONTREAL, as a Bank

By: /s/ Sarah Kim

-----  
Title: Director  
-----

THE BANK OF NEW YORK, as a Bank

By: /s/ Geoffrey C. Brooks

-----  
Title: Vice President  
-----

THE BANK OF NOVA SCOTIA, as a Bank

By: /s/ Paul A. Weissenberger

-----  
Title: Authorized Signatory  
-----

BANK OF SCOTLAND, as a Bank

By: /s/ Janet Taffe

-----  
Title: Assistant Vice President  
-----

BANKBOSTON, N.A., as a Bank

By: /s/ Lenny Mason

-----  
Title: Director  
-----

BANKERS TRUST COMPANY, as a Bank

By: /s/ Gregory Shefrin

-----  
Title: Principal  
-----

BARCLAYS BANK, PLC, as a Bank

By: /s/ Craig J. Lewis

-----  
Title: Director  
-----

THE CHASE MANHATTAN BANK, as a Bank

By: /s/ William E. Rottino

-----  
Title: Vice President  
-----

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

By: /s/ J. E. Palmer

-----  
Title: Assistant Vice President  
-----

CITY NATIONAL BANK, as a Bank

By: /s/ David J. Allen

-----  
Title: Vice President  
-----

COBANK, ACB, as a Bank

By: /s/ John Cole

-----  
Title: Vice President  
-----

CREDIT LYONNAIS NEW YORK BRANCH, as a Bank

By: /s/ Mark D. Thorsheim

-----  
Title: Vice President  
-----

CREDIT SUISSE FIRST BOSTON, as a Bank

By: /s/ Todd C. Morgan

-----  
Title: Director  
-----

By: /s/ Chris T. Horgan

-----  
Title: Vice President  
-----

CRESTAR BANK, as a Bank

By: /s/ Thomas Palmer

-----  
Title: Vice President  
-----

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

By: /s/ Patrick A. Keleher  
-----

Title: Vice President  
-----

By: /s/ Brian E. Haughney  
-----

Title: Assistant Vice President  
-----

FIRST NATIONAL BANK OF MARYLAND, as a Bank

By: /s/ Christopher L. Smith  
-----

Title: Vice President  
-----

FLEET NATIONAL BANK, as a Bank

By: /s/ Amy B. Peden  
-----

Title: Assistant Vice President  
-----

GENERAL ELECTRIC CAPITAL CORPORATION, as a Bank

By: /s/ Mark F. Mylon  
-----

Title: Manager of Operations  
-----

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

By: /s/ Michael W. Quinn

-----  
Title: Senior Vice President  
-----

KEY CORPORATE CAPITAL INC., as a Bank

By: /s/ Kenneth J. Keeler

-----  
Title: Senior Vice President  
-----

LEHMAN COMMERCIAL PAPER INC., as a Bank

By: /s/ Michele Swanson

-----  
Title: Authorized Signatory  
-----

MELLON BANK, N.A., as a Bank

By: /s/ Henry S. Beukema

-----  
Title: Assistant Vice President  
-----

MERCANTILE BANK NATIONAL ASSOCIATION, as a Bank

By: /s/ John H. Phillips

-----  
Title: Vice President  
-----

THE MITSUBISHI TRUST AND BANKING CORPORATION, as a Bank

By: /s/ Beatrice E. Kossodo

-----  
Title: Senior Vice President  
-----

NATIONAL BANK OF CANADA, as a Bank

By: /s/ Theresa White

-----  
Title: Vice President  
-----

By: /s/ James Drum

-----  
Title: Vice President  
-----

PNC BANK, NATIONAL ASSOCIATION, as a Bank

By: /s/ Kristen E. Talaber

-----  
Title: Vice President  
-----

STATE STREET BANK AND TRUST COMPANY, as a Bank

By: /s/ Edward C. Thaute

-----  
Title: Vice President  
-----

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

By: /s/ Stender E. Sweeney

-----  
Title: Assistant Vice President  
-----

US TRUST, as a Bank

By: /s/ Daniel G. Eastman

-----  
Title: Vice President  
-----

WEBSTER BANK, as a Bank

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

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

FIFTH AMENDMENT TO FACILITY B LOAN AGREEMENT AND CONSENT

THIS FIFTH AMENDMENT TO FACILITY B LOAN AGREEMENT AND CONSENT (this "Amendment and Consent"), dated as of the 29th day of September, 1999 (the "Amendment Date"), by and among AMERICAN TOWER, L.P., a Delaware limited partnership, and AMERICAN TOWERS, INC., a Delaware corporation (collectively, the "Borrower"), the FINANCIAL INSTITUTIONS SIGNATORY HERETO and TORONTO DOMINION (TEXAS), INC., as administrative agent (the "Administrative Agent") for the Banks (as defined in the Loan Agreement defined below);

W I T N E S S E T H:

WHEREAS, the Borrower, the Banks and the Administrative Agent are parties to that certain ATS Facility B Loan Agreement dated as of June 16, 1998, as amended by that certain First Amendment to ATS Facility B Loan Agreement dated as of October 30, 1998, that certain Second Amendment and Waiver to ATS Facility B Loan Agreement dated as of February 8, 1999, that certain Third Amendment to ATS Facility B Loan Agreement dated as of May 27, 1999 and that certain Fourth Amendment to ATS Facility B Loan Agreement dated as of July 9, 1999 (as amended, modified, supplemented and restated from time to time, the "Loan Agreement"); and

WHEREAS, the Borrower has requested, and the Banks have agreed, on the terms and subject to the conditions set forth herein, to permit the Parent (as defined in the Loan Agreement) to incur certain indebtedness and to prepay the principal amount of Indebtedness outstanding under the Parent Loan Agreement (as defined in the Loan Agreement) and to make certain other amendments to the Loan Agreement, in each case, as provided herein;

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

- 1. Amendment to Article 1. Article 1 of the Loan Agreement, Definitions, is hereby amended by adding the following definition of "Convertible Notes," thereto in appropriate alphabetical order:

"Convertible Notes" shall mean convertible notes issued by the Parent having the following terms: (a) such Convertible Notes shall be overfunded by an amount equal to all interest payable with respect thereto for the period commencing on the



date of issuance thereof through the second anniversary of the date of issuance, (b) no principal payments (other than in common stock of the Parent) on the Convertible Notes may be required until six (6) months after the Maturity Date, (c) the proceeds (other than any amount required to pay interest during any applicable overfunding period) of such Convertible Notes shall be contributed as equity to the Co-Borrowers to be applied to the Loans in accordance with the provisions of this Agreement with any remaining proceeds used to pay in full all outstanding amounts under the Parent Loan Agreement in accordance with that certain Fifth Amendment to Facility B Loan Agreement and Consent dated as of September 29, 1999, (d) not guaranteed by Subsidiaries of the Parent and (e) such Convertible Notes shall be unsecured and have such other terms and conditions substantially as set forth in the Offering Memorandum with respect thereto."

2. Amendment to Article 8. Section 8.1 of the Loan Agreement, Events of Default, is hereby amended by deleting subsection (q) thereof in its entirety and by substituting the following in lieu thereof:

"(q) The Parent shall incur or permit to remain outstanding any Indebtedness for Money Borrowed other than the Convertible Notes (or any refinancing of the foregoing which does not exceed the principal amount outstanding on the date of such refinancing); or"

3. Consent to Prepayment under Parent Loan Agreement. This Amendment and Consent, when executed by the Majority Banks and accepted by the Borrower, will, subject to the terms and conditions hereof, reflect the Banks' consent to the prepayment by the Parent in full of all amounts outstanding under the Parent Loan Agreement solely with a portion the proceeds of the Convertible Notes remaining after application of such proceeds as required by Article 2 of the Loan Agreement; provided, however, that prior to such prepayment, the Co-Borrowers apply the proceeds of the Convertible Notes (other than any amount required to pay interest during any applicable overfunding period) as required by Article 2 of the Loan Agreement.

4. No Other Amendment or Consent. Except for the amendments and consent set forth above, the text of the Loan Agreement and all other Loan Documents shall remain unchanged and in full force and effect. No waiver or consent by the Administrative Agent or the Banks under the Loan Agreement or any other Loan Document is granted or intended except as expressly set forth herein, and the Administrative Agent and the Banks expressly reserve the right to require strict compliance in all other respects (whether or not in connection with any Requests for Advance). Except as set forth herein, the amendments and consent agreed to herein shall not constitute a modification of the Loan Agreement or any of the other Loan Documents, or a course of dealing with the Administrative Agent and the

Banks at variance with the Loan Agreement or any of the other Loan Documents, such as to require further notice by the Administrative Agent, the Banks or the Majority Banks to require strict compliance with the terms of the Loan Agreement and the other Loan Documents in the future.

5. Loan Documents. This Amendment and Consent shall be deemed to be a  
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Loan Document for all purposes under the Loan Agreement and the other Loan Documents.

6. Counterparts. This Amendment and Consent may be executed in any number  
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of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

7. Governing Law. This Amendment and Consent shall be construed in  
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accordance with and governed by the laws of the State of New York.

8. Severability. Any provision of this Amendment and Consent which is  
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prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

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

BORROWERS: AMERICAN TOWER, L.P.

By ATC GP INC.

By: /s/ Joseph L. Winn

-----  
Title: Chief Financial Officer

AMERICAN TOWERS, INC.

By: /s/ Joseph L. Winn

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Title: Chief Financial Officer

ADMINISTRATIVE AGENT  
AND BANKS:

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

/s/ Jeffrey R. Lents

-----  
Title: Vice President

BANK OF AMERICA, N.A. (formerly known as Bank of America National Trust and Savings Association), as a Bank

By: /s/ Todd Shipley

-----  
Title: Senior Vice President  
-----

BANK OF MONTREAL, as a Bank

By: /s/ Sarah Kim

-----  
Title: Director  
-----

THE BANK OF NEW YORK, as a Bank

By: /s/ Geoffrey C. Brooks

-----  
Title: Vice President  
-----

THE BANK OF NOVA SCOTIA, as a Bank

By: /s/ Paul A. Weissenberger

-----  
Title: Authorized Signatory  
-----

BANK OF SCOTLAND, as a Bank

By: /s/ Annie Glynn

-----  
Title: Senior Vice President

-----  
BANKBOSTON, N.A., as a Bank

By: /s/ Lenny Mason

-----  
Title: Director

-----  
BANKERS TRUST COMPANY, as a Bank

By: /s/ Gregory Shefrin

-----  
Title: Principal

-----  
BARCLAYS BANK, PLC, as a Bank

By: /s/ Craig J. Lewis

-----  
Title: Director

-----  
THE CHASE MANHATTAN BANK, as a Bank

By: /s/ William E. Rottino

-----  
Title: Vice President

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

By: /s/ Daniel E. A. Nichols

-----  
Title: Assistant Vice President  
-----

CITY NATIONAL BANK, as a Bank

By: /s/ Rod Bollins

-----  
Title: Vice President  
-----

COBANK, ACB, as a Bank

By: /s/ Teresa L. Fountain

-----  
Title: Assistant Corporate Secretary  
-----

CREDIT LYONNAIS NEW YORK BRANCH, as a Bank

By: /s/ Mark Campellone

-----  
Title: First Vice President  
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CREDIT SUISSE FIRST BOSTON, as a Bank

By: /s/ Todd C. Morgan

-----  
Title: Director

-----  
By: /s/ Kristin Lepri

-----  
Title: Associate

CRESTAR BANK, as a Bank

By: /s/ Edwin D. Brooks, Jr.

-----  
Title: Executive Vice President

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

By: /s/ Constance Loosemore

-----  
Title: Assistant Vice President

By: /s/ Patrick A. Keleher

-----  
Title: Vice President

ALLFIRST BANK, as a Bank

By: /s/ W. Blake Hampson

-----  
Title: Vice President

FLEET NATIONAL BANK, as a Bank

By: /s/ Jeffrey R. Greene

-----  
Title: Vice President

THE FUJI BANK, LIMITED, as a Bank

By: Kazuyuki Nishimura

-----  
Title: Senior Vice President and Group Head

GENERAL ELECTRIC CAPITAL CORPORATION, as a Bank

By: /s/ Michael J. Tzougrakis

-----  
Title: Manager of Operations



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

By: /s/ Michael W. Quinn

-----  
Title: Senior Vice President  
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KEY CORPORATE CAPITAL INC., as a Bank

By: /s/ Jason R. Weaver

-----  
Title: Vice President  
-----

MELLON BANK, N.A., as a Bank

By: /s/ Henry Beukema

-----  
Title: Assistant Vice President  
-----

MERCANTILE BANK NATIONAL ASSOCIATION, as a Bank

By: John H. Phillips

-----

Title: Vice President

-----

THE MITSUBISHI TRUST AND BANKING CORPORATION, as a Bank

By: /s/ Toshihiro Hayashi

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Title: Senior Vice President

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NATIONAL BANK OF CANADA, as a Bank

By: /s/ Theresa White

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Title: Vice President

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By: /s/ Vincent Lima

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Title: Vice President

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PNC BANK, NATIONAL ASSOCIATION, as a Bank

By: /s/ Kristen E. Talaber

-----

Title: Vice President

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STATE STREET BANK AND TRUST COMPANY, as a Bank

By: /s/ Edward C. Thaute

-----  
Title: Vice President

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

By: /s/ Darren H. Miyata

-----  
Title: Assistant Vice President

US TRUST, as a Bank

By: /s/ Daniel G. Eastman

-----  
Title: Vice President

WEBSTER BANK, as a Bank

By: /s/ Juliana B. Dalton

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Title: Vice President

FIRST AMENDMENT  
TO  
PARENT LOAN AGREEMENT

THIS FIRST AMENDMENT TO PARENT LOAN AGREEMENT (this "Amendment"), dated as  
of the 9th day of July, 1999 (the "Amendment Date"), by and among AMERICAN  
TOWER CORPORATION, a Delaware corporation (the "Borrower"), the FINANCIAL  
INSTITUTIONS SIGNATORY HERETO and TORONTO DOMINION (TEXAS), INC., as  
administrative agent (the "Administrative Agent") for the Lenders (as defined in  
the Loan Agreement defined below);

W I T N E S S E T H:

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties  
to that certain Parent Loan Agreement dated as of June 16, 1998 (as amended,  
modified, supplemented and restated from time to time, the "Loan Agreement");  
and

WHEREAS, the Borrower has requested, and the Lenders have agreed, on the  
terms and subject to the conditions set forth herein, to make certain amendments  
to the Loan Agreement as provided herein;

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

1. Amendments to Article 1.

(a) Article 1 of the Loan Agreement, Definitions, is hereby amended by  
adding the following new definitions of "Broker/Dealer" and "communications  
site" thereto in appropriate alphabetical order:

"'Broker/Dealer' shall mean, with respect to any Investment or Acquisition  
permitted under Section 7.6(a) hereof, (a) any broker/dealer (acting as  
principal) registered as a broker or a dealer under Section 15 of the  
Exchange Act, the unsecured short-term debt obligations of which are rated  
"P-1" by Moody's Investors Service, Inc. and at least "A-1" by Standard and  
Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., at the  
time of entering into such Investment or Acquisition or (b) an unrated,  
broker/dealer, acting as principal, that is a wholly-owned Subsidiary of a  
non-bank or bank holding company, the unsecured short-term debt obligations  
of which are rated "P-1" by Moody's Investors Service, Inc. and at least  
"A-1" by Standard and Poor's Ratings

Group, a division of The McGraw-Hill Companies, Inc., at the time of entering into such Investment or Acquisition."

"'communications site' shall mean (a) any undeveloped real property  
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and (b) communication towers which have no bona fide customers on the date of acquisition thereof."

(b) Article 1 of the Loan Agreement, Definitions, is hereby amended by deleting the definition of "Subsidiary" in its entirety and by substituting the  
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following in lieu thereof:

"'Subsidiary' shall mean, as applied to any Person, (a) any  
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corporation of which no less than fifty percent (50%) of the outstanding stock (other than directors' qualifying shares) having ordinary voting power to elect a majority of its board of directors, regardless of the existence at the time of a right of the holders of any class or classes of securities of such corporation to exercise such voting power by reason of the happening of any contingency, or any partnership of which no less than fifty percent (50%) of the outstanding partnership interests, is at the time owned directly or indirectly by such Person, or by one or more Subsidiaries of such Person, or by such Person and one or more Subsidiaries of such Person, provided, however, that if such Person and/or such Person's Subsidiaries directly or indirectly own no more than fifty percent (50%) of such Subsidiary's ownership interests, then such Subsidiary's operating or governing documents must require (i) such Subsidiary's net cash after the establishment of reserves be distributed to its equity holders no less frequently than quarterly and (ii) the consent of such Person and/or such Person's Subsidiaries to amend or otherwise modify the provisions of such operating or governing documents requiring such distributions, or (b) any other entity which is directly or indirectly controlled or capable of being controlled by such Person, or by one or more Subsidiaries of such Person, or by such Person and one or more Subsidiaries of such Person."

2. Amendment to Article 7. Section 7.6 of the Loan Agreement, Investments  
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and Acquisitions, is hereby amended by deleting subsections (a), (b) and (c)  
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thereof in their entirety and by substituting the following in lieu thereof:

"(a) the Borrower and any Restricted Subsidiary may directly or through a brokerage account or investment adviser (i) purchase marketable, direct obligations of the United States of America, its agencies and instrumentalities maturing within three hundred sixty-five (365) days of the date of purchase, (ii) purchase commercial paper, and other short-term obligations and business savings accounts issued by corporations, each of which shall have a combined net worth of at least \$100,000,000 and each of which conducts a substantial part of its business in the United States of America, maturing within two hundred seventy (270) days from the date of the original issue thereof, and whose issuer is, at the time of purchase, rated "P-2" or better by Moody's Investors Service, Inc. or "A-2" or better by Standard and Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., (iii) purchase repurchase agreements,

bankers' acceptances, and domestic and Eurodollar certificates of deposit maturing within three hundred sixty-five (365) days of the date of purchase which are issued by, or time deposits maintained with, (A) a United States national or state bank (or any domestic branch of a foreign bank) subject to supervision and examination by federal or state banking or depository institution authorities and having capital, surplus and undivided profits totaling more than \$100,000,000 and rated "A" or better by Moody's Investors Service, Inc. or Standard and Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., or (B) a Broker/Dealer, and (iv) invest in money market funds having a rating from Moody's Investors Service, Inc. and Standard and Poor's Ratings Group, a division of The McGraw-Hill Companies, Inc., in the highest investment category granted thereby;

(b) so long as no Default then exists or would be caused thereby, any Restricted Subsidiary may establish Unrestricted Subsidiaries and make Investments in such Unrestricted Subsidiaries of up to, in the aggregate, at any time, the sum of (i) \$60,000,000, with loans borrowed under the ATS Facility A Loan Agreement or the ATS Facility B Loan Agreement, and (ii) and equity proceeds not used to pay the Separation Obligations or to make Investments permitted under Sections 7.6(c) and (d) hereof'

(c) so long as no Default then exists or would be caused thereby, and subject to compliance with Section 5.12 hereof, any Restricted Subsidiary may make Acquisitions; provided, however, that Acquisitions described in

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clause (iii) of the definition of "Acquisitions" and Acquisitions of other services businesses, such as construction and teleport businesses, shall not exceed at any time, in the aggregate, the sum of (i) \$50,000,000, and (ii) equity proceeds not used to pay the Separation Obligations after the Agreement Date or to make Investments permitted under Section 7.6(b) and (d) hereof;"

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

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forth above, the text of the Loan Agreement and all other Loan Documents shall remain unchanged and in full force and effect. No waiver by the Administrative Agent or the Lenders under the Loan Agreement or any other Loan Document is granted or intended except as expressly set forth herein, and the Administrative Agent and the Lenders expressly reserve the right to require strict compliance in all other respects (whether or not in connection with any Requests for Advance). Except as set forth herein, the amendment agreed to herein shall not constitute a modification of the Loan Agreement or any of the other Loan Documents, or a course of dealing with the Administrative Agent and the Lenders at variance with the Loan Agreement or any of the other Loan Documents, such as to require further notice by the Administrative Agent, the Lenders or the Majority Lenders to require strict compliance with the terms of the Loan Agreement and the other Loan Documents in the future.

4. Representations and Warranties. The Borrower hereby represents

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and warrants in favor of each of the Administrative Agent and each Lender that the representations and

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

5. Condition Precedent. The effectiveness of this Amendment is

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

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

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

7. Counterparts. This Amendment may be executed in any number of

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

8. Governing Law. This Amendment shall be construed in accordance

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

9. Severability. Any provision of this Amendment which is prohibited or

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

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

BORROWER: AMERICAN TOWER CORPORATION

By: /s/ Joseph Winn

Title: Chief Financial Officer

ADMINISTRATIVE AGENT  
AND LENDERS:

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

By: /s/ Jeffery R. Lents

Title: Vice President

ARCHIMEDES FUNDING II, LTD, as a Lender  
By: ING Capital Advisors, LLC, as Collateral  
Manager

By: /s/ Helen Y. Rhee

Title: Vice President and Portfolio Manager

DEBT STRATEGIES FUND, INC., as a Lender

By: /s/ Joseph P. Matteo

Title: Authorized Signatory



DEBT STRATEGIES FUND II, INC., as a Lender

By: /s/ Joseph P. Matteo  
-----

Title: Authorized Signatory  
-----

FC CBO II LIMITED, as a Lender

By: /s/ Mike McCarthy  
-----

Title: Collateral Manager  
-----

FIRST DOMINION FUNDING I, as a Lender

By: /s/ Andrew H. Marshak  
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Title: Authorized Signatory  
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FIRST DOMINION FUNDING II, as a Lender

By: /s/ Andrew H. Marshak  
-----

Title: Authorized Signatory  
-----

FRANKLIN FLOATING RATE TRUST, as a Lender

By: /s/ Chauncey Lufkin  
-----

Title: Vice President  
-----

GENERAL ELECTRIC CAPITAL CORPORATION, as a Lender

By: /s/ Mark F. Mylon  
-----

Title: Manager-Operations  
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ING HIGH INCOME PRINCIPAL PRESERVATION FUND HOLDINGS, LDC

By: ING Capital Advisors, Inc., as Investment Advisors, Inc., as a Lender

By: /s/ Helen Y. Rhee  
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Title: Vice President and Portfolio Manager  
-----

KZH SHOSHONE LLC, as a Lender

By: /s/ Virginia Conway  
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Title: Authorized Agent  
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MERRILL LYNCH GLOBAL INVESTMENT SERIES INCOME STRATEGIES PORTFOLIO, as a Lender

By: Merrill Lynch Asset Management, L.P., as Investment Advisor

By: /s/ Joseph P. Matteo  
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Title: Authorized Signatory  
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OCTAGON INVESTMENT PARTNERS II, LLC, as a Lender

By: Octagon Credit Investors, LLC, as Sub Investment Managers

By: /s/ Andrew D. Gordon

Title: Portfolio Manager

OCTAGON LOAN TRUST, as a Lender

By: Octagon Credit Investors, LLC, as Manager

By: /s/ Andrew D. Gordon

Title: Managing Director

SANKATY HIGH YIELD ASSET PARTNERS, L.P., as a Lender

By: /s/ Diane J. Exter

Title: Portfolio Manager

SENIOR HIGH INCOME PORTFOLIO, INC., as a Lender

By: /s/ Joseph P. Matteo

Title: Authorized Signatory

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

By: /s/ Stender E. Sweeney

Title: Assistant Vice President



