

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

IN RE AMERICAN TOWER CORPORATION  
SECURITIES LITIGATION

X  
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X

No. 06-CV-10933 (MLW)

**NOTICE OF PENDENCY AND PROPOSED  
SETTLEMENT OF CLASS ACTION AND FAIRNESS HEARING**

This Notice provides important information concerning the pendency and settlement (the “Settlement”) of a class action lawsuit (the “Action”) brought by Lead Plaintiff Steamship Trade Association-International Longshoremen’s Association Pension Fund, on behalf of itself and the Class described herein (“Plaintiffs”), against American Tower Corporation and the other Defendants listed herein, alleging violations of the federal securities laws.

***IF YOU PURCHASED OR OTHERWISE ACQUIRED  
SHARES OF COMMON STOCK OF AMERICAN TOWER  
CORPORATION (“AMT” OR THE “COMPANY”) BETWEEN APRIL 1,  
2002 AND MAY 22, 2006, INCLUSIVE (THE “CLASS PERIOD”), YOU MAY  
BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT.***

***A Federal Court authorized this Notice. This is not a solicitation from a lawyer.***

- The Settlement will provide a settlement fund of \$14 million for the benefit of persons and entities who purchased or otherwise acquired shares of AMT common stock between April 1, 2002 and May 22, 2006, inclusive, and were damaged thereby.
- The Settlement resolves a lawsuit alleging that AMT and certain of its current and former officers and directors improperly backdated certain of the Company’s stock option grants and made materially false and misleading statements to the public concerning the Company’s financial results and option grant policies and accounting.
- **Your legal rights will be affected by this Action and this Settlement whether you act or do not act. Please read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>SUBMIT A CLAIM FORM</b>	The only way to get a payment.
<b>EXCLUDE YOURSELF</b>	Get no payment. This is the only option that allows you to ever be part of any other lawsuit against the Defendants and the other Released Parties about the Settled Claims.
<b>OBJECT</b>	Write to the Court about why you do not like the settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the settlement.
<b>DO NOTHING</b>	Get no payment. Give up rights.

- These rights and options—and the deadlines to exercise them—are explained in this Notice. Any deadlines established may be altered by the Court for good cause shown.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to Class Members if the Court approves the Settlement and after any appeals are resolved and all Proof of Claim forms have been reviewed and processed. Please be patient.

**SUMMARY NOTICE**

**Statement of Plaintiff Recovery:**

Pursuant to the Settlement described herein, a Settlement Fund consisting of fourteen million dollars (\$14,000,000.00) in cash, plus interest, will be established. Plaintiffs estimate that there were approximately 82,678,127 shares of AMT common stock traded during the Class Period which may have been damaged. Plaintiffs estimate that the average recovery per damaged share of AMT common stock under the Settlement is approximately \$0.17 before deduction of Court-awarded attorneys’ fees and expenses. A damaged share may have been traded more than once during the Class Period, and the indicated average recovery would be the total for all purchasers of that share. This estimated average amount assumes that all Class members will submit timely, valid claims seeking a payment from the Net Settlement Fund. The number of Class members who submit claims varies widely from case to case, and is often less than 100%. If not all Class members submit claims, your actual recovery could be more than the estimated average amount.

Additionally, a Class Member’s actual recovery will be a proportion of the Net Settlement Fund determined by that claimant’s Recognized Loss as compared to the total Recognized Losses of all Class Members who submit

acceptable Proofs of Claim. Depending on when during the Class Period a Class Member purchased shares of AMT common stock, the purchase price paid, and whether those shares were held at the end of the Class Period or sold during the Class Period, and, if sold, when they were sold and the amount received, an individual Class Member may receive more or less than the estimated average amount. See the Plan of Allocation of the Net Settlement Fund on page 9 of this Notice for more information about your Recognized Loss.

**Statement of Potential Outcome of Case:**

The parties vigorously disagree about both liability and damages and do not agree on the average amount of damages per share that would be recoverable if Plaintiffs were to prevail on each claim asserted. The issues on which the parties disagree include: (a) the appropriate economic model for determining the amount, if any, by which AMT common stock was artificially inflated during the Class Period; (b) the amount, if any, by which AMT common stock was artificially inflated during the Class Period; (c) the effect of various market forces that influenced the trading price of AMT common stock during, and particularly near the end of, the Class Period; (d) the extent to which external factors, such as general market and industry conditions, or unusual levels of volatility, influenced the trading price of AMT common stock during, and particularly near the end of, the Class Period; (e) the extent, if any, to which the various matters that Plaintiffs alleged were materially false or misleading influenced the trading price of AMT common stock during the Class Period; (f) whether any false or misleading statements allegedly made by Defendants were material and thus actionable; and (g) whether any materially false or misleading statements allegedly made by Defendants were made with the requisite level of intent under the federal securities laws and were not merely the result of negligence, confusion, or poor judgment. The Defendants deny that they are liable to the Plaintiffs or the Class and deny that the Plaintiffs or the Class have suffered any recoverable damages.

**Statement of Attorneys’ Fees and Costs Sought:**

Plaintiffs’ Lead Counsel will ask the Court to award attorneys’ fees not to exceed twenty-five percent (25%) of the Settlement Fund, and for reimbursement of expenses incurred by Plaintiffs’ Counsel in connection with the prosecution of this Action in the approximate amount of \$380,000 including notice and administration costs. These requested fees and expenses would amount to an average of approximately \$0.05 per damaged share in total. The attorneys representing Plaintiffs and the Class have expended considerable time and effort in the prosecution of this litigation on a contingent-fee basis, and have advanced all of the expenses of the litigation, in the expectation that if they were successful in obtaining a recovery for the Class they would be paid from such recovery. In this type of litigation, it is customary for Plaintiffs’ counsel to be awarded a percentage of the common fund recovery as their attorneys’ fees.

**Further Information:**

Further information regarding the action and this notice may be obtained by contacting Plaintiffs’ Lead Counsel: David J. Goldsmith, Esq., Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, toll-free telephone 800-321-0476.

**Reasons for the Settlement:**

Based upon their investigation, confirmatory discovery, and evaluation of the facts and law relating to the claims alleged in the Complaint, Lead Plaintiff and Lead Counsel (who have extensive experience in securities class action litigation) agreed to the Settlement after considering, among other things: (a) the substantial cash benefits to Class Members of the Settlement; (b) the uncertainty of being able to prove the allegations in the Complaint, and the required elements of scienter and loss causation in particular; (c) the risk that the Court may grant, in whole or in part, Defendants’ pending motion to dismiss the Complaint or a future motion to dismiss Plaintiffs’ proposed Second Amended Complaint; (d) the uncertainty, even if Plaintiffs were to establish liability at trial, inherent to the parties’ various and competing theories of loss causation and damages; (e) the uncertainty in proving damages given the increases and general upward trend in AMT’s stock price during and after the Class Period; (f) Defendants’ likely positions, expressed during the pendency of the litigation and also in connection with settlement negotiations, concerning the various liability and damages issues; (g) the attendant risks of litigation, especially in complex actions such as this, as well as the difficulties and delays inherent in such litigation (including any appeals); (h) the desirability of consummating this Settlement Agreement in order to provide certain and effective relief to Class Members at this juncture of the Action and without further delay; and (i) their belief that the Settlement is fair, reasonable, and adequate and in the best interests of all Class Members.

The Defendants’ principal reasons for entering into the Settlement are to bring to an end the substantial expenses, burdens, risks, and uncertainties associated with continued litigation; to finally put to rest those claims and the underlying matters; and to avoid further expense and disruption of the management and operation of Defendants’ business due to the prosecution and defense of this Action.

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## BASIC INFORMATION

### 1. Why did I get this notice package?

The Court authorized this Notice to be sent to you because you or someone in your family may have purchased or otherwise acquired shares of common stock of American Tower Corporation (“AMT” or the “Company”) between April 1, 2002 and May 22, 2006, inclusive.

If this description applies to you or someone in your family, you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections and appeals are resolved, an administrator appointed by the Court will make the payments that the Settlement allows.

This Notice explains the lawsuit, the Settlement, Class Members’ legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the District of Massachusetts, in Boston, Massachusetts, and the case is known as *In re American Tower Corporation Securities Litigation*, No. 06-CV-10933 (MLW) (D. Mass.). This case was assigned to and is overseen by the Honorable Mark L. Wolf, Chief United States District Judge.

The people who sued are called Plaintiffs, and the persons being sued, namely, AMT; Steven B. Dodge, a founder of the Company and former Chief Executive Officer, President, and Chairman of the Board of Directors; James D.

Taiclet, Jr., AMT's Chairman, President and CEO; Bradley E. Singer, AMT's Chief Financial Officer and Treasurer; Jean A. Bua, AMT's Executive Vice President of Finance and Corporate Controller; Timothy F. Allen and Justin D. Benincasa, AMT's former Corporate Controllers; Pamela D.A. Reeve and Carolyn F. Katz, members of the Board of Directors' Compensation and Audit Committees; and Mary Agnes Wilderotter, a former member of the Board's Compensation and Audit Committees, are called the Defendants.

## 2. What is this lawsuit about?

AMT is a wireless and broadcast communications infrastructure company headquartered in Boston. AMT granted stock options in various amounts and at various times to directors, officers and employees as part of their overall compensation. Each AMT stock option gave the recipient the right to buy one share of AMT common stock from the Company at a set price, called the "exercise price" or the "strike price," on a future date after the option vested. With certain exceptions, AMT's Stock Option Plan generally required the exercise price to be equal to the fair market value of AMT's common stock on the date the option is granted. The lawsuit alleges that AMT's current and former management engaged in improper "backdating" of stock option grants by "looking back" to select past grant dates, with the benefit of hindsight, in order to take advantage of favorably low exercise prices. Plaintiffs alleged that the backdated stock option grants were inconsistent with the Company's public disclosures concerning its option grant policies and accounting and violated the Company's publicly filed Stock Option Plan. Plaintiffs further alleged that AMT's publicly issued financial statements during the Class Period were false and misleading and violated generally accepted accounting principles by accounting for the stock option grants as though they were made at fair market value.

The lawsuit seeks money damages against the Defendants for violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder by the Securities and Exchange Commission. The Defendants deny that they did anything wrong.

## 3. Why is this a class action?

In a class action, one or more people (in this case, the Steamship Trade Association-International Longshoremen's Association Pension Fund, which in this case is called the Lead Plaintiff), sue on behalf of people who have similar claims. All these people are a Class or Class Members. Bringing a case, such as this one, as a class action allows the adjudication of many similar claims of persons and entities that might be economically too small to bring as individual actions. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class, at the same time.

## 4. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. That way, they avoid the risks and cost of a trial, and the people affected will get compensation. Lead Plaintiff and its attorneys, and all Plaintiffs' Counsel, think the Settlement is best for all Class Members.

To see if you will get money from this Settlement, you first have to determine whether you are a Class Member.

### WHO IS IN THE SETTLEMENT

## 5. How do I know if I am part of the settlement?

The Court has decided, for purposes of the Settlement, that everyone who fits this description is a Class Member: ***All persons or entities that purchased or otherwise acquired shares of common stock of American Tower Corporation between April 1, 2002 and May 22, 2006, inclusive, and were damaged thereby.*** Investors are Class Members and part of the Settlement if none of the exceptions described in the answer to question 6 below apply.

## 6. Are there exceptions to being included?

Yes. You are not a Class Member if you are a Defendant in this action; if you were an officer or director of the Company during the Class Period; if you are a member of the immediate family of any Defendant or any such officer or director; if you are or were an AMT management-level employee at the vice president level or above who surrendered stock options or had your stock options amended pursuant to the Company's Remediation Plan; if you are a legal representative, heir, successor or assign of any such excluded person; or if you are any entity in which any such excluded person has or had a controlling interest.

Additionally, anyone who submits a valid and timely request for exclusion from the Class, in accordance with the procedures set forth in question 13, is not a Class Member and cannot participate in the Settlement.

If one of your mutual funds purchased shares of AMT common stock during the Class Period, that alone does not make you a Class Member. You are a Class Member only if you *directly* purchased shares of AMT common stock during the Class Period. Check your investment records or contact your broker to see if you purchased AMT common stock during the Class Period.

If you **sold** AMT common stock during the Class Period, that alone does not make you a Class Member. You are a Class Member only if you **purchased** shares during the Class Period.

## 7. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can call 866-274-4004 toll-free, send an e-mail to [amtclassaction@strategicclaims.net](mailto:amtclassaction@strategicclaims.net), or write to American Tower Corporation Litigation Settlement, c/o Strategic Claims Services, LLC, P.O. Box 1915, 600 North Jackson Street, Suite 3, Media, PA 19063. Or you can fill out and return the Proof of Claim form described in question 10 to see if you qualify.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

## 8. What does the settlement provide?

In exchange for the Settlement and dismissal of the action, the Defendants have agreed to create a fourteen million dollar (\$14,000,000.00) fund to be distributed, after various Court-approved fees and expenses, among all Class Members who send in a valid Proof of Claim form.

The \$14 million Settlement will be funded by AMT and certain of its directors' and officers' (D&O) liability insurers. Aside from the insurance funds contributed on their behalf, the individual directors and officers who were sued are not personally contributing to the Settlement. Plaintiffs' Counsel believe these terms are fair and reasonable because the claims against the individual directors and officers are covered by D&O liability insurance, the former federal judge who served as a mediator in this action recommended the \$14 million Settlement amount to the parties to settle all claims against all Defendants, and the Company engaged in extensive stock option remediation efforts. Pursuant to a publicly disclosed Remediation Plan, the Company's current and former directors and officers who held outstanding stock options that were under-priced (i.e., options with an exercise price below the fair market value of the underlying stock) for any reason, including administrative error or oversight as well as alleged backdating, agreed voluntarily to amend their stock options to eliminate any excess benefit. Additionally, for under-priced options that already had been exercised, certain current and former directors and officers compensated the Company for any excess benefit received, after reduction for taxes paid by the individual, through the surrender of other vested in-the-money options. Finally, with respect to over-priced stock options (i.e., options with an exercise price above the fair market value of the underlying stock) granted to current or former directors or officers, the Company paid no compensation to such individuals, nor amended any such outstanding options, which further offset any excess benefit received by these individuals.

## 9. How much will my payment be?

If you are entitled to a payment, your share of the fund will depend on how many Class Members send in valid Proof of Claim forms, the total Recognized Losses represented by those valid Proof of Claim forms that Class Members send in, how many shares of AMT common stock you bought, how much you paid for them, and when you bought and whether or when you sold them, and if so for how much you sold them.

You can calculate your Recognized Loss in accordance with the formula shown below in the Plan of Allocation of the Net Settlement Fund. It is unlikely that you will get a payment for all of your Recognized Loss. After all Class Members have sent in their Proof of Claim forms, the payment you get will be a part of the Net Settlement Fund equal to your Recognized Loss divided by the total of everyone's Recognized Losses. See the Plan of Allocation on page 9 for more information on your Recognized Loss.

## HOW YOU GET A PAYMENT—SUBMITTING A PROOF OF CLAIM FORM

## 10. How can I get a payment?

To qualify for a payment, you must send in a timely and valid Proof of Claim form. A Proof of Claim form is included with this Notice. If you did not receive a Proof of Claim form, you can get one on the Internet at [www.strategicclaims.net](http://www.strategicclaims.net) or [www.labaton.com](http://www.labaton.com). You can also ask for a Proof of Claim form by calling 866-274-4004 toll-free, sending an e-mail to [amtclassaction@strategicclaims.net](mailto:amtclassaction@strategicclaims.net), or writing to American Tower Corporation Litigation Settlement, c/o Strategic Claims Services, LLC, P.O. Box 1915, 600 North Jackson Street, Suite 3, Media, PA 19063.

Read the instructions carefully, fill out the Proof of Claim form, include all the documents the form asks for, sign it, and mail it to the P.O. Box address on the form by first class mail, postmarked no later than **September 9, 2008**.

## 11. When will I get my payment?

The Court will hold a hearing on **June 11, 2008** to decide whether to approve the Settlement. If the Court approves the Settlement after that, there may be appeals. It is always uncertain whether these appeals can be resolved, and resolving them can take a long time, perhaps more than a year. It also takes a long time, often as much as a year, for all of the Proofs of Claim to be accurately reviewed and processed. Please be patient.

## 12. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that, upon the "Final Settlement Date," you will release all "Settled Claims" (as defined below) against the "Released Parties" (as defined below).

"Settled Claims" means any and all claims (including "Unknown Claims" as defined below), debts, demands, rights or causes of action, or liabilities whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether based on federal, state, local, statutory or common law or any other law, rule or regulation, whether fixed or



contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, held by Lead Plaintiff or Class Members individually, collectively, or in any other capacity, which have been or could have been asserted in any forum by Lead Plaintiff or Class Members individually, collectively, or in any other capacity against any of the Released Parties which arise out of, are based upon, or are in any way related to the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Complaint, including but not limited to the purchase or acquisition of AMT common stock during the Class Period; *provided, however*, that the term “Settled Claims” shall not include claims to enforce the Settlement, shall not include any rights or claims of Defendants against their insurers, or their insurers’ subsidiaries, predecessors, successors, assigns, affiliates, or representatives, and shall not include any claims belonging to the Company or any purported shareholder derivative claims or causes of action purportedly brought on behalf of the Company, including those brought in the consolidated shareholder derivative action filed in this Court, *In re American Tower Corporation Derivative Litigation*, No. 06-CV-11029 (MLW) (D. Mass.), and those brought in the consolidated shareholder derivative action filed in the Superior Court of Massachusetts, *In re American Tower Corporation Derivative Litigation*, No. 06-2164 (BLS1).

“Released Parties” means any and all of the Defendants, and their past or present subsidiaries, parents, successors and predecessors, officers, directors, agents, employees, insurers, attorneys, advisors, investment advisors, auditors, accountants, and any person, firm, trust, corporation, officer, director, or other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any of the Defendants, and the legal representatives, heirs, successors-in-interest or assigns of Defendants.

“Unknown Claims” means any Settled Claim which any Class Member does not know or suspect to exist in such party’s favor as of the Final Settlement Date which, if known by such party, might have affected such party’s settlement with and release of the Released Parties, or might have affected such party’s decision not to object to this settlement. With respect to any and all Settled Claims, upon the Final Settlement Date, the Class Members shall expressly, and by operation of the Final Judgment shall have expressly waived, the provisions, rights and benefits of California Civil Code § 1542, which provides that “a general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.” By operation of the Final Judgment, the Class Members also shall have expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542. The Class Members or certain of them may hereafter discover facts in addition to or different from those which such party now knows or believes to be true with respect to the subject matter of the Settled Claims, but the Class Members, upon the Final Settlement Date, by operation of the Final Judgment shall have, fully, finally, and forever settled and released, any and all Settled Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

The “Final Settlement Date” will occur when an Order entered by the Court approving the Settlement becomes final and not subject to appeal.

If you remain a member of the Class, all of the Court’s orders will apply to you and legally bind you.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this Settlement, but you want to keep any right you may have to sue or continue to sue the Defendants and the other Released Parties, on your own, about the Settled Claims, then you must take steps to get out. This is called excluding yourself or “opting out” of the Class. Defendants may withdraw from and terminate the Settlement if Class Members who purchased in excess of a certain number of shares of AMT common stock exclude themselves from the Class.

### 13. How do I get out of the proposed settlement?

To exclude yourself from the Class, you must mail a signed letter stating that you “request exclusion from the Class in *In re American Tower Corporation Securities Litigation*, No. 06-CV-10933 (MLW) (D. Mass.).” Your letter must state the date(s), price(s), and number(s) of shares of all of your purchases and sales of AMT common stock during the Class Period. In addition, please be sure to include your name, address, daytime telephone number, and your signature. You must mail your exclusion request by first class mail, postage prepaid, postmarked no later than **May 28, 2008** to:

American Tower Corporation Litigation Settlement  
c/o Strategic Claims Services, LLC  
P.O. Box 1915  
600 North Jackson Street, Suite 3  
Media, PA 19063

You cannot exclude yourself by telephone or e-mail. If you ask to be excluded, you will not get any Settlement payment, and you cannot object to the Settlement. You will not be legally bound by anything that happens in this lawsuit, and you may be able to sue (or continue to sue) the Defendants and the other Released Parties in the future.

**14. If I do not exclude myself, can I sue the Defendants and the other Released Parties for the same thing later?**

No. Unless you exclude yourself, you give up any rights to sue the Defendants and the other Released Parties for any and all Settled Claims. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit. Remember, the exclusion deadline is **May 28, 2008**.

**15. If I exclude myself, can I get money from the proposed Settlement?**

No. If you exclude yourself, do not send in a Proof of Claim form to ask for any money. But, you may exercise any right you may have to sue, continue to sue, or be part of a different lawsuit against the Defendants and the other Released Parties.

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in this case?**

The Court ordered that the law firm of Labaton Sucharow LLP, in New York, New York, will represent all Class Members. These lawyers are called Plaintiffs' Lead Counsel. The Law Offices of Peter G. Angelos, in Baltimore, Maryland, also represents the Lead Plaintiff, and the law firm of Thornton & Naumes LLP, in Boston, Massachusetts, also serves as counsel for the Lead Plaintiff and the Class.

You will not be separately charged for any of these lawyers. The Court will determine the amount of Plaintiffs' Counsel's fees and expenses, which will be paid from the Settlement Fund. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will the lawyers be paid?**

Plaintiffs' Lead Counsel will ask the Court, on behalf of all Plaintiffs' Counsel, to award attorneys' fees from the Settlement Fund in an amount not to exceed twenty-five percent (25%) of the Settlement Fund, and for reimbursement of expenses incurred by Plaintiffs' Counsel in connection with the prosecution of this action (apart from notice and administration costs) in the approximate amount of \$130,000, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. Plaintiffs' Lead Counsel, without further notice to the Class, may subsequently apply to the Court for additional expenses incurred in connection with administering and distributing the settlement proceeds to the members of the Class and any proceedings subsequent to the Fairness Hearing.

The motion for attorneys' fees and expenses will be submitted on behalf of the following Plaintiffs' Counsel: Labaton Sucharow LLP, 140 Broadway, New York, NY 10005; Law Offices of Peter G. Angelos, One Charles Center, 100 North Charles Street, 22nd Fl., Baltimore, MD 21201; and Thornton & Naumes LLP, 100 Summer Street, 30th Fl., Boston, MA 02110.

The motion for attorneys' fees and expenses will be filed with the Court no later than **April 30, 2008** and will be posted promptly on Plaintiffs' Lead Counsel's website, [www.labaton.com](http://www.labaton.com), and the Claims Administrator's website, [www.strategicclaims.net](http://www.strategicclaims.net).

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or some part of it.

**18. How do I tell the Court that I do not like the proposed Settlement?**

If you are a Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation of the Net Settlement Fund, and/or the application by Plaintiffs' Lead Counsel for an award of attorneys' fees and expenses. You may write to the Court setting out your objection. You may give reasons why you think the Court should not approve any or all of the Settlement terms or arrangements. The Court will consider your views if you file a proper objection within the deadline identified, and according to the following procedures.

To object, you must send a signed letter stating that you object to the proposed Settlement in *In re American Tower Corporation Securities Litigation*, No. 06-CV-10933 (MLW) (D. Mass.). Be sure to include your name, address, daytime telephone number, and your signature, identify and supply documentation showing the date(s), price(s), and number(s) of shares of all purchases and sales of AMT common stock you made during the Class Period, and state the reasons why you object to the Settlement, including all legal support you wish to bring to the Court's attention and any evidence you have to support your objection. Your objection must be filed with the Court and mailed or delivered to all counsel at all of the following addresses, on or before **May 28, 2008**:

<b>THE COURT:</b>	<b>PLAINTIFFS' LEAD COUNSEL:</b>	<b>DEFENDANTS' LEAD COUNSEL:</b>
Clerk of the Court United States District Court for the District of Massachusetts John Joseph Moakley United States Courthouse 1 Courthouse Way, Suite 2300 Boston, MA 02210	Joel H. Bernstein, Esq. David J. Goldsmith, Esq. Labaton Sucharow LLP 140 Broadway New York, NY 10005	Michael R. Smith, Esq. B. Warren Pope, Esq. King & Spalding LLP 1180 Peachtree Street, N.E. Atlanta, GA 30309-3521

You do not need to go to the Fairness Hearing to have your written objection considered by the Court. At the Fairness Hearing, any Class Member who has not previously submitted a request for exclusion from the Class and who has complied with the procedures set out in this question 18 may also appear at the Fairness Hearing and be heard, to the extent allowed by the Court, to state any objection to the Settlement, the Plan of Allocation, or Plaintiffs' Lead Counsel's motion for an award of attorneys' fees and reimbursement of expenses. Any such objector may appear in person or arrange, at his or her own expense, for a lawyer to represent him or her at the Hearing.

#### 19. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the proposed Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

### THE SETTLEMENT FAIRNESS HEARING

The Court will hold a hearing, called a Fairness Hearing, to consider whether to approve the proposed Settlement. At or after the Fairness Hearing, the Court will also decide whether to approve the Plan of Allocation of the Net Settlement Fund and Plaintiffs' Lead Counsel's application for attorneys' fees and expenses. You may attend the Fairness Hearing and you may ask to speak, but you do not have to.

#### 20. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold the Fairness Hearing on **June 11, 2008, at 3:00 p.m.**, in Courtroom 10 at the United States District Court for the District of Massachusetts, John Joseph Moakley United States Courthouse, 1 Courthouse Way, Boston, Massachusetts 02210.

At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate and should be approved, and will also consider the proposed Plan of Allocation and the application of Plaintiffs' Lead Counsel for attorneys' fees and reimbursement of expenses. The Court will take into consideration any written objections filed in accordance with the instructions at question 18. Any decisions regarding the conduct of the hearing will be made solely by the Court. The Court may also decide how much to pay to Plaintiffs' Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

#### 21. Do I have to come to the hearing?

No. Plaintiffs' Lead Counsel will answer any questions the Court may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you filed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary. If you do hire your own lawyer, he or she must file and serve a Notice of Appearance in the manner described in the answer to question 18 above.

Please be aware that the Court may change the date or time of the Fairness Hearing without further notice to Class Members. If you want to come to the hearing, you should check with Plaintiffs' Lead Counsel before coming to be sure that the date or time has not changed.

Class Members do not need to appear at the hearing or take any other action to indicate their approval of the matters being considered at the hearing.

#### 22. May I speak at the hearing?

You may speak at the Fairness Hearing if you are a Class Member and you filed an objection to the Settlement, the Plan of Allocation, and/or Plaintiffs' Lead Counsel's application for an award of attorneys' fees and expenses in the manner described in the answer to question 18 above. If you plan to have an attorney speak on your behalf at the Fairness Hearing, your attorney must, on or before **May 28, 2008**, file a Notice of Appearance in this Action with the Clerk of the Court and deliver a copy to Plaintiffs' Lead Counsel and Defendants' Counsel at the addresses listed in the answer to question 18 above.

If you or your attorney plan to attend the Fairness Hearing and present evidence at the hearing, your written objections (prepared and submitted in accordance with the answer to question 18 above) must identify any witness you or your attorney may seek to call to testify, and must identify any documents or other exhibits you or your attorney may seek to introduce into evidence.

### IF YOU DO NOTHING

#### 23. What happens if I do nothing at all?

If you do nothing, you will get no money from this Settlement and you will be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against the Defendants and the other Released Parties about the Settled Claims in this case, ever again. To share in the Net Settlement Fund, you must submit a Proof of Claim form (see question 10). To start, continue or be a part of any other lawsuit against the Defendants and the other Released Parties about the Settled Claims in this case, you must exclude yourself from the Class (see question 13).



## GETTING MORE INFORMATION

### 24. Are there more details about the proposed Settlement?

This notice summarizes the proposed Settlement. More details are in a Stipulation and Agreement of Settlement dated February 8, 2008 (the "Settlement Agreement"). You can get a copy of the Settlement Agreement by writing to David J. Goldsmith, Esq., Labaton Sucharow LLP, 140 Broadway, New York, NY 10005.

You also can call the Claims Administrator toll-free at 866-274-4004, send an e-mail to [amtclassaction@strategicclaims.net](mailto:amtclassaction@strategicclaims.net), write to American Tower Corporation Litigation Settlement, c/o Strategic Claims Services, LLC, P.O. Box 1915, 600 North Jackson Street, Suite 3, Media, PA 19063, or visit the website at [www.strategicclaims.net](http://www.strategicclaims.net), where you will find answers to common questions about the Settlement, a Proof of Claim form, and other information to help you determine whether you are a Class Member and whether you are eligible for a payment.

### 25. How do I get more information?

For even more detailed information concerning the matters involved in this action, reference is made to the pleadings, to the Settlement Agreement, to the Orders entered by the Court and the other papers filed in the action, which may be inspected at the Office of the Clerk of the United States District Court for the District of Massachusetts, John Joseph Moakley United States Courthouse, 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210, on weekdays (other than court holidays) between 8:30 a.m. and 5:00 p.m. Subscribers to PACER, a fee-based service, can also view the papers filed in the action through the Court's on-line Case Management/Electronic Case Files System at <https://ecf.mad.uscourts.gov>.

### PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

The \$14,000,000 cash Settlement Amount and the interest earned thereon shall be the Settlement Fund. The Settlement Fund, after deduction of Court-approved attorneys' fees and expenses, notice and administration expenses, and tax and tax expenses, shall be the Net Settlement Fund. The Net Settlement Fund will be distributed to all Class Members who submit timely, valid and signed Proof of Claim forms ("Authorized Claimants") and whose payment from the Net Settlement Fund would equal or exceed ten dollars (\$10.00).

The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Loss." The Recognized Loss formula is not intended to be an estimate of the amount of what a Class Member might have been able to recover after a trial, nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement. The Recognized Loss formula is the basis upon which the Net Settlement Fund will be proportionately allocated to the Authorized Claimants.

Recognized Losses will be calculated for purposes of the Settlement as follows. For shares of AMT common stock purchased or acquired between April 1, 2002 and May 22, 2006, inclusive and:

1. Sold at a loss on or before May 18, 2006, the Recognized Loss per share is one-tenth (1/10) of the lesser of: (a) the purchase price paid (excluding commissions and fees) (the "PPP") minus the sales proceeds received (net of commissions and fees) (the "SPR"); or (b) the PPP minus \$31.72.
2. Sold at a loss on May 19, 2006, the Recognized Loss per share is the least of: (a) the PPP minus the SPR; (b) the PPP minus \$31.72; or (c) \$1.27.
3. Sold at a loss between May 20, 2006 and August 18, 2006, inclusive, the Recognized Loss per share is the least of: (a) the PPP minus the SPR; (b) the PPP minus \$30.50; or (c) \$2.00.
4. Still held as of the close of trading on August 18, 2006, the Recognized Loss per share is the lesser of: (a) the PPP minus \$31.72; or (b) \$2.00.

Consistent with the requirements of the Private Securities Litigation Reform Act of 1995, Recognized Losses are reduced to an appropriate extent by taking into account the closing prices of AMT common stock during the 90-day period following the end of the Class Period. The mean (average) closing price for AMT common stock during this 90-day period was \$31.72. The mean of the mean closing price for AMT common stock during this 90-day period, weighted by the daily trading volume of AMT common stock, was \$30.50.

To the extent a Claimant had a gain or "broke even" from his, her or its overall transactions in AMT common stock during the Class Period, the value of the Recognized Loss will be zero and the Claimant will not be entitled to a share of the Net Settlement Fund. To the extent that a Claimant suffered a loss on his, her or its overall transactions in AMT common stock during the Class Period, but that loss was less than the Recognized Loss calculated above, then the Recognized Loss shall be limited to the amount of the Claimant's actual loss. A Recognized Loss that calculates to yield a negative number is treated as a Recognized Loss of zero.

For purposes of determining whether a Claimant had a gain or suffered a loss from his, her or its overall transactions in AMT common stock during the Class Period, the Claims Administrator shall: (i) total the amount paid for all AMT common stock purchased during the Class Period by the Claimant (the "Total Purchase Amount"); (ii) match any sales of AMT common stock during the Class Period first against the Claimant's opening position in the stock (the proceeds of those sales will not be considered for purposes of calculating gains or losses); and (iii) total the amount received for sales of the remaining shares of AMT common stock sold during the Class Period (the "Sales Proceeds"). The difference between the Total Purchase Amount and the Sales Proceeds will be deemed a Claimant's gain or loss on his, her or its overall transactions in AMT common stock during the Class Period.

In the event a Class Member has more than one purchase or sale of AMT common stock, all purchases and sales shall be matched on a First In First Out (“FIFO”) basis: Class Period sales will be matched first against any AMT shares held at the beginning of the Class Period and then matched chronologically thereafter against each purchase made during the Class Period.

A purchase or sale of AMT common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. “Short” sales of AMT common stock shall not be recognized for any amount of loss on the cover, purchase or closing transaction, and no Recognized Loss will be computed for any such covering purchase or closing transaction.

Each Authorized Claimant shall be allocated a *pro rata* share of the Net Settlement Fund based on his, her or its Recognized Loss as compared to the total Recognized Losses of all Authorized Claimants. The *pro rata* share will be determined by multiplying the Net Settlement Fund by a fraction, the numerator of which shall be the Claimant’s Recognized Loss and the denominator of which shall be the Total Recognized Losses of all Authorized Claimants. The Court has reserved jurisdiction to allow, disallow, or adjust the Recognized Loss of any Class Member on equitable grounds. The Court may also modify this Plan of Allocation in the interests of justice without further notice to Class Members.

An Authorized Claimant’s Recognized Loss is calculated based in part upon an estimation of the level of artificial inflation in the market prices of AMT’s publicly traded common stock. Recognized Losses will be reduced dollar-for-dollar to the extent that (i) publicly traded AMT common stock was purchased or acquired at a price below the lowest trading or published price for such publicly traded AMT common stock on the date during the Class Period on which the purchase or acquisition was made (e.g., in a private sale or at a discounted price), or (ii) publicly traded AMT common stock was sold at a price above the highest trading or published price for such publicly traded AMT common stock on the date during the Class Period on which the sale was made.

Class Members who do not submit acceptable Proofs of Claim will not share in the Settlement proceeds. Class Members who do not either submit a request for exclusion or submit an acceptable Proof of Claim will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

Distributions will be made to Authorized Claimants whose claims entitle them to a payment of no less than \$10.00 after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of un-cashed distributions or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions, any balance remaining in the Net Settlement Fund one (1) year after the initial distribution of such funds shall be re-distributed to Class Members who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution, after payment of any unpaid costs or fees incurred in administering the Net Settlement Fund for such re-distribution. If, after six (6) months after such re-distribution, any funds shall remain in the Net Settlement Fund, then such balance shall be contributed to non-sectarian, not-for-profit, 501(c)(3) organization(s) designated by Plaintiffs’ Lead Counsel.

***Please note that the term “Recognized Loss” is used solely for calculating the amount of participation by Authorized Claimants in the Net Settlement Fund. It does not reflect the actual amount an Authorized Claimant can expect to recover.***

#### **SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES**

If you purchased or otherwise acquired the common stock of American Tower Corporation (NYSE: “AMT,” CUSIP Number 029912201) between April 1, 2002 and May 22, 2006, inclusive, for the beneficial interest of a person or organization other than yourself, the Court has directed that, WITHIN TEN (10) DAYS OF YOUR RECEIPT OF THIS NOTICE, you either (a) provide to the Claims Administrator the name and last known address of each person or organization for whom or which you purchased AMT common stock during such time period or (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within ten (10) days mail the Notice and Proof of Claim form directly to the beneficial owners of that AMT common stock. If you choose to follow alternative procedure (b), the Court has directed that, upon such mailing, you send a statement to the Claims Administrator confirming that the mailing was made as directed. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Those expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

American Tower Corporation Litigation Settlement  
c/o Strategic Claims Services, LLC  
P.O. Box 1915  
600 North Jackson Street, Suite 3  
Media, PA 19063  
Toll-free telephone: 866-274-4004  
E-mail: amtclassaction@strategicclaims.net

***PLEASE DIRECT YOUR QUESTIONS TO THE CLAIMS ADMINISTRATOR OR TO PLAINTIFFS’  
LEAD COUNSEL. DO NOT CONTACT THE COURT OR DEFENDANTS’ COUNSEL WITH QUESTIONS.***

Dated: Boston, Massachusetts  
February 28, 2008

BY ORDER OF THE UNITED  
STATES DISTRICT COURT FOR  
THE DISTRICT OF MASSACHUSETTS

**UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS**

\_\_\_\_\_  
IN RE AMERICAN TOWER CORPORATION  
SECURITIES LITIGATION  
\_\_\_\_\_

X  
:  
:  
:  
X

No. 06-CV-10933 (MLW)

**PROOF OF CLAIM**

**DEADLINE FOR SUBMISSION: SEPTEMBER 9, 2008.**

IF YOU PURCHASED OR OTHERWISE ACQUIRED THE COMMON STOCK OF AMERICAN TOWER CORPORATION (“AMT”) BETWEEN APRIL 1, 2002 AND MAY 22, 2006, INCLUSIVE (THE “CLASS PERIOD”), AND WERE DAMAGED THEREBY, YOU ARE A “CLASS MEMBER” AND YOU MAY BE ENTITLED TO SHARE IN THE SETTLEMENT PROCEEDS. (EXCLUDED FROM THE CLASS ARE THE DEFENDANTS, THE OFFICERS AND DIRECTORS OF THE COMPANY AT ALL RELEVANT TIMES, MEMBERS OF THEIR IMMEDIATE FAMILIES, COMPANY MANAGEMENT PERSONNEL AT THE VICE PRESIDENT LEVEL OR ABOVE WHO SURRENDERED STOCK OPTIONS OR WHOSE STOCK OPTIONS WERE AMENDED PURSUANT TO THE COMPANY’S REMEDIATION PLAN, AND THEIR LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS OR ASSIGNS AND ANY ENTITY IN WHICH ANY SUCH EXCLUDED PERSON HAS OR HAD A CONTROLLING INTEREST.)

IF YOU ARE A CLASS MEMBER, YOU MUST COMPLETE AND SUBMIT THIS FORM IN ORDER TO BE ELIGIBLE FOR ANY SETTLEMENT BENEFITS.

YOU MUST COMPLETE AND SIGN THIS PROOF OF CLAIM AND MAIL IT BY FIRST CLASS MAIL, POSTAGE PREPAID, AND POSTMARKED NO LATER THAN SEPTEMBER 9, 2008, TO THE FOLLOWING ADDRESS:

American Tower Corporation Litigation Settlement  
c/o Strategic Claim Services, LLC  
P.O. Box 1915  
600 North Jackson Street, Suite 3  
Media, PA 19063

FAILURE TO SUBMIT THIS FORM BY SEPTEMBER 9, 2008 WILL SUBJECT YOUR CLAIM TO REJECTION AND PRECLUDE YOUR RECEIVING ANY MONEY IN CONNECTION WITH THE SETTLEMENT. DO NOT SEND YOUR CLAIM TO THE COURT OR TO ANY OF THE PARTIES OR THEIR COUNSEL, AS ANY SUCH CLAIM WILL BE DEEMED NOT TO HAVE BEEN SUBMITTED. SEND YOUR CLAIM ONLY TO THE CLAIMS ADMINISTRATOR AT THE ABOVE P.O. BOX ADDRESS.

1. I (We) certify that I (we) purchased or otherwise acquired shares of common stock of American Tower Corporation (“AMT”) between April 1, 2002 and May 22, 2006, inclusive, and I (we) believe I was (we were) damaged thereby. (Do not submit this Proof of Claim if you did not purchase or otherwise acquire AMT common stock during this period.)

2. By submitting this Proof of Claim, I (we) state that I (we) believe in good faith that I am (we are) a Class Member as defined above and in the Notice of Pendency and Proposed Settlement of Class Action and Fairness Hearing (the “Notice”), or am acting for such person; that I (we) lost money in connection with my (our) purchases of AMT common stock during the Class Period; that I am (we are) not a Defendant in the Action or anyone else excluded from the Class; that I (we) have read and understand the Notice; that I (we) believe that I am (we are) entitled to receive a share of the Net Settlement Fund; that I (we) elect to participate in the proposed Settlement described in the Notice; and that I (we) have not filed a request for exclusion. (If you are acting in a representative capacity on behalf of a Class Member, e.g., as an executor, administrator, trustee, or other representative, you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.)

3. I (We) consent to the jurisdiction of the Court with respect to all questions concerning the validity of this Proof of Claim. I (we) understand and agree that my (our) claim may be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to my (our) status as a Class Member and the validity and amount of my (our) claim. No such investigation or discovery shall be allowed on the merits of the Action or the fairness, reasonableness and adequacy of the Settlement.

4. I (We) have set forth where requested below all relevant information with respect to each purchase or other acquisition of AMT common stock during the Class Period, and each sale, if any, of such stock. I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so.

5. I (We) have enclosed photocopies of the stockbroker’s confirmation slips, stockbroker’s statements, or other documents evidencing each purchase, acquisition, sale or retention of AMT common stock listed below in support of my (our) claim. (IF ANY SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN A COPY OR EQUIVALENT DOCUMENTS FROM YOUR BROKER BECAUSE THESE DOCUMENTS ARE NECESSARY TO PROVE AND PROCESS YOUR CLAIM.)



1. At the close of trading on **March 29, 2002**, I (we) owned \_\_\_\_\_ shares of AMT common stock (if none, write 0).

2. I (We) made the following **purchases** of AMT common stock during the period between **April 1, 2002** and **May 22, 2006**, inclusive (NOTE: If you acquired your AMT common stock during this period other than by an open market purchase, please provide a complete description of the terms of the acquisition on a separate page):

	Date(s) of Purchase (List Chronologically) (Month / Day / Year)	Number of Shares of Common Stock Purchased	Purchase Price Per Share of Common Stock	Aggregate Cost (excluding commissions, taxes, and fees)
1.	□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□
2.	□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□
3.	□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□
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3. I (We) made the following **sales** of AMT common stock between **April 1, 2002** and **May 22, 2006**, inclusive:

	Date(s) of Sale (List Chronologically) (Month / Day / Year)	Number of Shares of Common Stock Sold	Sale Price Per Share of Common Stock	Amount Received (excluding commissions, taxes, and fees)
1.	□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□
2.	□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□
3.	□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□
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4. At the close of trading on **May 22, 2006**, I (we) owned \_\_\_\_\_ shares of AMT common stock (if none, write 0).

5. Between **May 23, 2006** and **August 18, 2006**, inclusive, I (we) **purchased** a total of \_\_\_\_\_ shares of AMT common stock (if none, write 0).

6. I (We) made the following **sales** of AMT common stock between **May 23, 2006** and **August 18, 2006**, inclusive:

	Date(s) of Sale (List Chronologically) (Month / Day / Year)	Number of Shares of Common Stock Sold	Sale Price Per Share of Common Stock	Amount Received (excluding commissions, taxes, and fees)
1.	□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□
2.	□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□
3.	□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□
4.	□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□
5.	□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□
6.	□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□
7.	□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□
8.	□□/□□/□□	□□□□□□□□	\$ □□□□.□□□□	\$ □□□□□□□□.□□

7. At the close of trading on **August 18, 2006**, I (we) owned \_\_\_\_\_ shares of AMT common stock (if none, write 0).



IF YOU NEED ADDITIONAL SPACE TO LIST  
YOUR TRANSACTIONS, PLEASE PHOTOCOPY THIS PAGE.

**8. Certification:**

I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code. NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED ON THIS FORM IS TRUE, CORRECT AND COMPLETE.

\_\_\_\_\_  
Signature of Claimant (If this claim is being made on behalf of Joint Claimants, then each must sign)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Capacity of person(s) signing, e.g., beneficial purchaser(s), executor, administrator, trustee, etc.)

Date: \_\_\_\_\_, 2008

THIS PROOF OF CLAIM MUST BE SUBMITTED NO LATER THAN **SEPTEMBER 9, 2008**, AND MUST BE MAILED TO:

American Tower Corporation Litigation Settlement  
c/o Strategic Claims Services, LLC  
P.O. Box 1915  
600 North Jackson Street, Suite 3  
Media, PA 19063

A Proof of Claim received by the Claims Administrator shall be deemed to have been submitted when posted, if mailed by September 9, 2008, and if a postmark is indicated on the envelope and it is mailed first class, postage pre-paid, and addressed in accordance with the above instructions. In all other cases, a Proof of Claim shall be deemed to have been submitted when actually received by the Claims Administrator.

Please be aware that it will take a significant amount of time to process fully all of the Proofs of Claim and to administer the Settlement. This work will be completed as promptly as time permits, given the need to investigate and tabulate each Proof of Claim. Please notify the Claims Administrator of any change of address.

**Reminder Checklist:**

1. Please be sure to sign this Proof of Claim above. If this Proof of Claim is submitted on behalf of joint claimants, then both claimants must sign.
2. Please remember to attach supporting documents. Do NOT send any stock certificates. Keep copies of everything you submit.
3. Do NOT use a highlighter on the Proof of Claim or any supporting documents.
4. If you move after submitting this Proof of Claim, please notify the Claims Administrator of your new address.

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Claims Administrator  
American Tower Corporation Litigation Settlement  
c/o Strategic Claims Services, LLC  
P.O. Box 1915  
600 North Jackson Street, Suite 3  
Media, PA 19063

FIRST CLASS MAIL  
U.S. POSTAGE  
PAID  
PERMIT NO. 138  
PHILADELPHIA, PA

**FIRST CLASS MAIL**

**PLEASE FORWARD—IMPORTANT LEGAL NOTICE**