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

FORM 8-K

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

Date of Report (Date of earliest event reported): November 3, 2016

Crown Castle International Corp.
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-16441
(Commission File
Number)

76-0470458
(IRS Employer Identification
Number)

**1220 Augusta Drive
Suite 600
Houston, TX 77057**
(Address of Principal Executive Office)

Registrant's telephone number, including area code: (713) 570-3000

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 5.02 – DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.

(c) On November 3, 2016 the Board of Directors (“Board”) of Crown Castle International Corp. (“Company”) appointed Robert S. Collins, 50, as Vice President and Controller, effective as of January 1, 2017, at which time Mr. Collins will become the Company’s principal accounting officer. Mr. Collins will join the Company as of December 12, 2016 and will serve in the interim role of Vice President – Accounting until January 1, 2017.

Prior to joining the Company and since October 2013, Mr. Collins served as Vice President and Controller of Alcoa Corporation (formerly a part of Alcoa Inc., “Alcoa”). He served as Alcoa’s Assistant Controller from May 2009 to October 2013. Prior to his role as Assistant Controller, Mr. Collins was Director of Financial Transactions and Policy for Alcoa, providing financial accounting support for Alcoa’s transactions in global mergers, acquisitions and divestitures. Before joining Alcoa in 2005, Mr. Collins worked in the audit and mergers and acquisitions practices at PricewaterhouseCoopers LLP for 14 years.

Mr. Collins will succeed Rob A. Fisher as the Company’s Vice President and Controller and principal accounting officer on January 1, 2017. As noted in the Company’s Form 8-K filed on June 21, 2016, which disclosed Mr. Fisher’s resignation, Mr. Fisher has agreed to remain with the Company as an employee through March 31, 2017 in order to assist Crown Castle on various matters, including the preparation and filing of Crown Castle’s Form 10-K for the year ending December 31, 2016.

In connection with the appointment, the Board approved the grant to Mr. Collins of restricted stock units relating to 3,650 shares of Company common stock (“RSUs”). The terms of the RSUs provide for vesting in three equal installments on each of the first three anniversary dates of the grant date. Mr. Collins will be eligible to participate in the Company’s annual incentive plan for non-executive employees. In addition, pursuant to a Confidentiality, Non-Compete and Severance Agreement anticipated to be entered into with Mr. Collins, the Company will agree to provide the following severance benefits to Mr. Collins if he is terminated without cause (as defined in the agreement) or if he terminates his employment with good reason (as defined in the agreement):

- a payment equal to one year of his base salary (payable at the Company’s option in a lump sum or in equal installments over one year), and
- continued medical insurance benefits for one year.

The Confidentiality, Non-Compete and Severance Agreement also contains provisions that generally prohibit Mr. Collins, for a period of one year following the termination of his employment with the Company, from (1) engaging in certain business activities, including activities relating to communication towers, communications transmitting facilities or other business activities (including certain associated real estate activities) in which the Company or any of its affiliates is or becomes engaged in the United States, Puerto Rico and other jurisdictions where the Company operates or may operate and (2) soliciting employees of the Company and its affiliates.

(e) On November 3, 2016, the Board approved the program documentation filed herewith as Exhibit 10.1 to further document the Company’s Extended Service Separation Program (“Program”), which Program was previously approved on November 5, 2015 and disclosed pursuant to the Company’s Form 8-K filed on November 12, 2015 (“November 12, 2015 Form 8-K”). The foregoing description is qualified in its entirety by reference to Exhibit 10.1 filed herewith and to the summary of the Program set forth in the November 12, 2015 Form 8-K, each of which is incorporated herein by reference.

ITEM 9.01 – FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|--|
| 10.1 | Crown Castle International Corp. Extended Service Separation Program |

Cautionary Language Regarding Forward-Looking Statements

This Form 8-K contains forward-looking statements that are based on the Company’s current expectations. Such forward-looking statements include the anticipated entry into and terms of the referenced Confidentiality, Non-Compete and Severance Agreement and are subject to certain risks, uncertainties and assumptions, including prevailing market conditions and other factors. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those expected. More information about potential risk factors that could affect the Company is included in the Company’s filings with the Securities and Exchange Commission. As used in this Form 8-K, the term “including,” and any variation thereof, means “including, without limitation.”

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 hereunto duly authorized.

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ Kenneth J. Simon

Name: Kenneth J. Simon

Title: Senior Vice President and General Counsel

Date: November 7, 2016

EXHIBIT INDEX

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| 10.1 | Crown Castle International Corp. Extended Service Separation Program |

Crown Castle International Corp. Extended Service Separation Program

Crown Castle International Corp. (“Company”) has adopted the Crown Castle International Corp. Extended Service Separation Program (“Program”) to provide certain compensation benefits to long-term employees of the Company and affiliates of the Company (collectively, “Company Group”) who voluntarily terminate their employment with the Company Group. An employee is eligible to participate in the Program if he or she has (i) attained certain minimum age and employment criteria, (ii) provided timely notice to the Company, (iii) agreed to timely execute a Separation Agreement (defined below), including a general release of claims against the Company Group as well as a confidentiality agreement and an assignment of inventions, (iv) for individuals who have received awards of restricted stock units (“RSUs”) under the Company’s 2013 Long-Term Incentive Plan (“LTIP”), agreed to timely execute an agreement containing post-employment restrictions, including non-competition and non-solicitation covenants, and (v) continued to work for the Company Group in “good standing” until his or her proposed employment termination date (“Proposed Termination Date”).

Eligibility Criteria

An employee of the Company Group who is in “good standing”¹ is eligible to participate in the Program if he or she satisfies the following requirements. An employee who is in “good standing” and satisfies each of the applicable requirements listed below and terminates on a Proposed Termination Date will be treated as a “Qualifying Participant” for purposes of the Program.

1. Voluntary Termination. The Program applies to a voluntary termination of employment with the Company Group by an eligible employee. An employee whose termination of employment is involuntary or initiated by the Company Group for any reason is not eligible to receive benefits under the Program.

2. Employment Requirement. As a condition to receiving benefits under the Program, an employee must satisfy the following requirements on or before the employee’s Proposed Termination Date:

a. The employee must complete at least ten years of employment with the Company Group, which shall be determined without rounding up fractional years of employment²;

¹ An employee will be in “good standing” or not in “good standing” as so determined, from time to time, by the Crown Castle USA Corp. Vice President of Total Rewards (“VPTR”, which term shall include any future title changes which relate to substantially the same officer position), in his or her total discretion, after considering any information the VPTR deems relevant, including, the employee’s current and prior performance, compliance with applicable laws, disciplinary record and compliance with the Company’s policies and procedures. The VPTR’s determination as to “good standing” shall be determinative and final.

² Any calculation of years of employment shall be determined by the VPTR and shall generally be based on an employee’s date of hire, including an “adjusted” date of hire for an employee hired in connection with an acquisition and who received credit for periods of employment with an acquired company. An employee who is considering retirement under the Program is encouraged to contact the Business Support department at

b. The employee must attain at least 55 years of age;

c. The sum of the employee's age and years of employment must be equal to or greater than 70 (for purposes of this calculation, fractional years may be included but not rounded up).

3. Notice Requirement. An employee who satisfies the criteria above (or will satisfy such criteria as of the employee's Proposed Termination Date) must provide the Company notice of his or her intent to terminate employment at least nine months (but no more than 18 months) in advance of the date on which the employee proposes to terminate his or her employment with the Company. This notification must identify the employee's Proposed Termination Date. This notification must be provided using the electronic mail address Retirement@crowncastle.com.

4. Approval Requirement. The VPTR must formally approve in writing the employee's eligibility for participation in the Program as well as the Proposed Termination Date before an employee is eligible to receive any benefits under this Program.

5. Continued Employment Requirement. In order to be eligible to receive benefits under the Program, an eligible employee must continue to work as an employee for a member of the Company Group in "good standing", as determined by the VPTR, between the date that a proposed termination notice is delivered to the Company (as described in paragraph 3 above) and the employee's Proposed Termination Date. If an otherwise eligible employee does not satisfy this requirement, he or she will not receive any separation benefits under this Program.

6. Separation Agreement Requirement. In order to be eligible to participate in this Program, an otherwise qualifying employee will be required to fully release any and all claims that he or she may have against the members of the Company Group and their employees, agents, directors, officers and representatives, and make certain other promises, including with respect to confidentiality of information and assignment of inventions, by timely executing a copy of the Separation Agreement relating to the Program ("Separation Agreement") with one or more members of the Company Group, as designated by the Company. A copy of the Separation Agreement is available upon request by contacting Retirement@crowncastle.com. An employee who has elected to participate in the Program will receive his or her Separation Agreement at least 60 days before the employee's Proposed Termination Date and will be required to execute the Separation Agreement on his or her Proposed Termination Date. An employee will have seven days to revoke the Separation Agreement after signing; however, if an employee elects to revoke the Separation Agreement, then the employee will not receive any separation benefits under this Program.

7. Non-competition Non-solicitation and Cooperation Agreement Requirement. If an eligible employee has received an Eligible RSU Award (defined below), he or she will be required to timely execute an agreement with one or more members of the Company Group, as designated by the Company, including terms regarding post-employment obligations and conditions, including cooperation, non-competition, and non-solicitation, the terms of which may be incorporated into the Separation Agreement referenced above. A copy of this agreement is available upon request by contacting Retirement@crowncastle.com.

Retirement@crowncastle.com to confirm the calculation of his or her years of employment. The VPTR's determination as to years of employment shall be determinative and final.

Program Benefits

An employee who is classified as a Qualifying Participant on his or her Proposed Termination Date will be eligible to receive the following benefits upon termination of employment with the Company Group:

1. **Conditional Special Vesting.** If a Qualifying Participant holds any Eligible RSU Awards on his or her Proposed Termination Date, then the Qualifying Participant may receive Conditional Special Vesting (defined below) pursuant to this Section. From and after the termination of a Qualifying Participant's employment, and so long as the Qualifying Participant is, and has continuously been from and after such termination, in strict compliance with each of the requirements described in paragraphs 6 and 7 of the "Eligibility Criteria" section above (which compliance shall be determined at all times by the VPTR, in his or her sole discretion), then all Eligible RSU Awards held by the Qualifying Participant shall continue to have the opportunity to have their transfer and forfeiture restrictions lapse (i.e., "vest") pursuant to the terms (other than any employment requirement) of the applicable Eligible RSU Award agreements as if the Qualifying Person had remained an employee of the Company Group from and after the termination date ("Conditional Special Vesting").

a. Each Eligible RSU Award shall be forfeited on the earlier of (i) the date upon which the Qualifying Participant elects to revoke the Separation Agreement (or any other agreement containing the requirements of paragraphs 6 and 7 of "Eligibility Criteria" above), and (ii) the date upon which the Qualifying Participant violates any provision of the Separation Agreement (or any other agreement containing the requirements of paragraphs 6 and 7 of "Eligibility Criteria" above), as determined by the Company in its sole discretion.

b. Except as otherwise expressly set forth herein, each of the Qualifying Participant's Eligible RSU Awards will remain subject to the terms of its Eligible RSU Award agreement and the LTIP.

c. For purposes of this Program, the term "Eligible RSU Award" means, except as specified in the following sentence, a time-based or performance-based RSU that is granted to an eligible employee at least six months prior to the date of the Employee's termination of employment. RSUs granted outside of the annual long term incentive compensation award cycle, such as new hire RSUs, promotion RSUs and retention RSUs, will not be treated as Eligible RSU Awards.

2. **Retirement Benefit.** A Qualifying Participant who does not hold any Eligible RSU Awards on his or her termination date will receive a retirement contribution to his or her account under the Crown Castle International Corp. 401(k) Plan or the Crown Castle Puerto Rico 1165(e) Plan, as applicable ("Qualified Plan"). The amount of the retirement contribution will be equal to the lesser of:

a. Twenty-five percent (25%) of the Qualifying Participant's Final Base Compensation (defined below); or

b. The maximum annual contribution which may be made by the Company to the Qualified Plan under applicable law, including Section 415(c) of the Internal Revenue Code of 1986, as amended, without necessitating additional unintended contributions in order to satisfy applicable coverage or discrimination tests, for the year in which the Qualifying Participant terminates his or her employment with the Company.

The retirement contribution will be funded to the Qualified Plan in the form of a fully nonforfeitable, discretionary nonelective employer contribution, which shall be made to the Qualifying Participant's account at a time determined by the Company in its sole discretion but not later than the funding date which applies to discretionary nonelective employer contributions made by the Company for the plan year during which the Qualifying Participant has terminated his or her employment.

For purposes of this Program, the term "Final Base Compensation" means either (i) a Qualifying Participant's annualized base salary as in effect on the date that the Qualifying Participant terminates his or her employment with the Company Group, or (ii) a Qualifying Participant's annualized base hourly pay, calculated using the Qualifying Participant's base hourly rate of pay as in effect on the date that the Qualifying Participant terminates his or her employment with the Company Group and the average number of weekly hours worked by the Qualifying Participant for the three-year period preceding the date that the Qualifying Participant terminates his or her employment with the Company Group.

Administration of the Program

General. This Program shall be administered by the VPTR. The VPTR shall supervise the administration and enforcement of the Program according to the terms and provisions outlined above and the rules approved by the Compensation Committee of the Company's Board of Directors. The VPTR shall have all powers necessary to accomplish these purposes, including, but not by way of limitation, the right, power, and authority:

- to make rules, regulations, and bylaws for the administration of the Program that are not inconsistent with the terms and provisions hereof, and to interpret and enforce the terms of the Program and the rules and regulations promulgated thereunder;
- to construe in his or her discretion all terms, provisions, conditions, and limitations of the Program;
- to correct any defect or to supply any omission or to reconcile any inconsistency that may appear in the Program in such manner and to such extent as he or she shall deem in his or her discretion expedient to effectuate the purposes of the Program;
- to determine in his or her discretion all questions relating to eligibility, including whether and when an employee has incurred a termination of employment and the reason for such termination; and

- to make a determination in his or her sole discretion as to the right of any individual to a benefit under the Program and to prescribe procedures to be followed by employees in obtaining benefits hereunder.

Claims Review Procedure. If an employee submits a notice to the Company asking to participate in the Program and his or her participation in the Program is not approved in writing by the VPTR, he or she may submit a written claim for reconsideration of benefits under the Program to the VPTR outlining the basis for such claim. The VPTR will make a final decision as to a claim within 90 days after receipt of the claim. If a decision is not given to the employee within such claim review period, the claim shall be treated as if it were denied on the last day of the claims review period.

Miscellaneous

Not a Contract of Employment. The adoption and maintenance of the Program shall not be deemed to be a contract between the Company Group and any individual or to be consideration for the employment of any individual. Nothing herein shall be deemed to (i) give any individual the right to be retained in the employ of the Company Group, (ii) restrict the right of the Company Group to discharge any individual at any time, (iii) give the Company Group the right to require any individual to remain in the employ of the Company Group, or (iv) restrict any individual's right to terminate his or her employment at any time.

Alienation of Interest Forbidden. The interest of an eligible employee under the Program may not be sold, transferred, assigned, or encumbered in any manner, either voluntarily or involuntarily, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be null and void; neither shall the benefits hereunder be liable for or subject to the debts, contracts, liabilities, engagements or torts of any individual to whom such benefits or funds are payable, nor shall they be an asset in bankruptcy or subject to garnishment, attachment or other legal or equitable proceedings.

Amendment and Termination. The Compensation Committee of the Company's Board of Directors may from time to time, in its sole discretion, amend or discontinue, in whole or in part, any or all of the provisions of the Program on behalf of the Company Group. The Compensation Committee may interpret, modify or terminate the Program in its sole discretion at any time; provided, that, without the consent of the Qualifying Participant, no change in the Program may be made that would adversely affect the rights of a Qualifying Participant with respect to benefits agreed to pursuant to the terms and conditions of a Separation Agreement previously entered into between the Qualifying Participant and a member of the Company Group.

Other Agreements. Nothing in the Program is intended to reduce the Company Group's protections or the employee's obligations under (i) any other agreement between the employee and the Company Group, or (ii) any applicable law.

Statute of Limitations. No person may bring any action pertaining to a claim for benefits under the Program following the earlier of (i) 365 days after the final denial of his or her claim for benefits, or (ii) the limitations period under Delaware contract law.

Governing Law. All provisions of the Program shall be construed in accordance with the laws of the State of Texas, except to the extent preempted by applicable law and except to the extent that the conflicts of laws provisions of the State of Texas would require the application of the relevant law of another jurisdiction. The venue for any litigation relating to the Program will be in Harris County, Texas.

Interpretation. Unless expressed otherwise in this Agreement, the term “including” means “including without limitation.” The term “law” includes any (a) law of any jurisdiction (federal, state, local or other jurisdiction), (b) statutory or common law or (c) applicable regulations.