
**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): February 21, 2018

Crown Castle International Corp.

(Exact name of registrant as specified in its charter)

Delaware

001-16441

76-0470458

(State or other jurisdiction
of incorporation)

(Commission File Number)

(IRS Employer Identification No.)

**1220 Augusta Drive, Suite 600
Houston, TX**

77057

(Address of principal executive offices)

(Zip Code)

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

(Former name or former address, if changed since last report.)

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

ITEM 5.02—DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

(e) 2018 EMT Annual Incentive Plan. On February 21, 2018, the Board of Directors ("Board") of Crown Castle International Corp. ("Company"), upon recommendation from the Compensation Committee of the Board, approved the Crown Castle 2018 EMT Annual Incentive Plan ("2018 Incentive Plan") for the Company's executive management team ("EMT"), including Jay A. Brown (the Company's President and Chief Executive Officer) and the Company's other executive officers. The 2018 Incentive Plan is intended to provide incentives to members of the Company's EMT in the form of cash payments for achieving certain performance goals established under the 2018 Incentive Plan. Under the 2018 Incentive Plan, each eligible participant has an assigned target incentive level, expressed as a percentage of base salary. Depending on the achievement of specified levels of corporate financial performance goals, each eligible participant may earn a portion or multiple of the target incentive. The Board's approval of the 2018 Incentive Plan does not create a guarantee of an incentive award to any eligible participant, and the Compensation Committee retains discretion to discontinue or amend the 2018 Incentive Plan at any time. A copy of the 2018 Incentive Plan is filed herewith as Exhibit 10.1 to this Current Report on Form 8-K ("Form 8-K").

Executive Officer Compensation. On February 21, 2018, the Board, upon recommendation from the Compensation Committee, approved the following base salaries, annual incentives and grants of restricted stock units ("RSUs") with respect to the following persons:

| <u>Name and Principal Position</u> | <u>2018 Base Salary</u> (\$) ⁽¹⁾ | <u>2017 Annual Incentive</u> (\$) | <u>2018 Time RSUs (Units)</u> | <u>2018 Relative TSR Performance RSUs (Units)</u> ⁽²⁾ | <u>2018 Absolute TSR Performance RSUs (Units)</u> ⁽²⁾ |
|--|---|---|---|--|--|
| Jay A. Brown President and Chief Executive Officer | \$925,000 | \$1,693,430 | 22,122 | 21,575 | 42,911 |
| Daniel K. Schlanger Senior Vice President, Chief Financial Officer and Treasurer | \$530,500 | \$704,739 | 7,538 | 7,351 | 14,621 |
| James D. Young Senior Vice President and Chief Operating Officer— Fiber | \$594,600 | \$789,924 | 10,487 | 10,228 | 20,343 |
| Kenneth J. Simon Senior Vice President and General Counsel | \$557,000 | \$739,977 | 7,538 | 7,351 | 14,621 |
| W. Benjamin Moreland ⁽³⁾ Former Executive Vice Chairman | N/A | \$1,009,899 | N/A | N/A | N/A |

(1) Annual salary changes are generally approved in February of each year and generally go into effect approximately the following March 1. As such, the base salaries shown in the table generally reflect base salary payable from approximately March 1, 2018 through February 28, 2019.

(2) Amounts shown represent initial grants of RSUs at target level, which amounts may be adjusted based on performance metrics discussed below.

(3) As previously disclosed, Mr. Moreland resigned from the executive position of Executive Vice Chairman effective December 31, 2017. Mr. Moreland remains a director of the Company. See the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 15, 2017. The 2017 annual incentive amount relates to Mr. Moreland's services as Executive Vice Chairman through December 31, 2017.

Each of the RSUs shown in the table above is issued pursuant to the Company's 2013 Long-Term Incentive Plan ("2013 LTIP") and represents a contingent right to receive, upon vesting, shares of common stock of the Company ("Common Stock"). Vesting with respect to each of the RSUs generally is subject to (1) the executive officer

remaining an employee or director of the Company or its affiliates and (2) the other applicable vesting criteria described below.

The terms of the 2018 Time RSUs shown in the table above provide that 33 1/3% of such Time RSUs vest on February 19 of each of 2019, 2020 and 2021.

The terms of the 2018 Relative TSR Performance RSUs shown in the table above provide that 0% to 150% of such Relative TSR Performance RSUs may vest on February 19, 2021 based on the Company's annualized total stockholder return ("TSR") performance ranking ("TSR Rank") relative to the constituent companies of the Standard & Poor's 500 Index ("TSR Group") for the three-year period ending December 31, 2020 ("Period")*. The percentage of the 2018 Relative TSR Performance RSUs that may vest will be (a) 0% if the TSR Rank is below the 30th percentile, (b) 50% if the TSR Rank is at the 30th percentile, (c) 100% if the TSR Rank is at the 55th percentile, and (d) 150% if the TSR Rank is at the 90th percentile or greater. If the TSR Rank is between the 30th and 55th percentiles or between the 55th and 90th percentiles, the percentage of the 2018 Relative TSR Performance RSUs that may vest is determined using linear interpolation.

The terms of the 2018 Absolute TSR Performance RSUs shown in the table above provide that 0% to 150% of such 2018 Absolute TSR Performance RSUs may vest on February 19, 2021 based on the Company's annualized TSR for the Period*. The percentage of the 2018 Absolute TSR Performance RSUs that may vest will be (a) 0% if TSR is below 6.5%, (b) 50% if TSR is 6.5%, (c) 100% if TSR is 11.5%, and (d) 150% if TSR is 16.5% or greater. If annualized TSR is between 6.5% and 11.5% or between 11.5% and 16.5%, the percentage of the 2018 Absolute TSR Performance RSUs that may vest is determined using linear interpolation.

A form of the standard Restricted Stock Units Agreement generally used for the 2013 LTIP, effective February 21, 2018 is filed herewith as Exhibit 10.2 to this 8-K.

* The Compensation Committee has the authority to interpret and determine the application and calculation of matters relating to the determination of TSR and TSR Rank and to make adjustments it deems appropriate to reflect changes in (1) the Common Stock, including as a result of any stock split or consolidation, stock dividend, recapitalization, merger, reorganization, or other relevant distribution or change in capitalization, or (2) in the case of the 2018 Relative TSR Performance RSUs, the TSR Group, including as a result of any TSR Group company becoming bankrupt, being acquired, disposing of a material portion of its assets, being delisted from a stock exchange, or splitting its common stock (or other change to such company's stock or capitalization).

Non-employee Director Equity Compensation. On February 21, 2018, the Board also approved an annual equity grant of shares of Common Stock to the non-employee directors of the Board. A summary of the current components of compensation for non-employee members of the Board, including the equity grants approved on February 21, 2018, is filed herewith as Exhibit 10.3 to this Form 8-K.

As used in this Form 8-K, the term "including" and any variation thereof, means "including without limitation."

ITEM 9.01—FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

| <u>Exhibit No.</u> | <u>Description</u> |
|--------------------|--|
| 10.1 | 2018 Executive Management Team Annual Incentive Plan |
| 10.2 | Form of 2013 Long-Term Incentive Plan Restricted Stock Units Agreement (effective February 21, 2018) |
| 10.3 | Summary of Non-Employer Director Compensation |

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: February 27, 2018

CROWN CASTLE INTERNATIONAL CORP.
2018 EMT ANNUAL INCENTIVE PLAN
(Effective January 1, 2018)

Overview

This Plan Document is designed to outline the provisions of the Crown Castle International Corp. ("CCIC" or "Company") 2018 Executive Management Team (EMT) Annual Incentive Plan (the "Plan") effective as of the 1st day of January 2018, in accordance with the terms provided herein.

The Company hereby adopts the terms of the Plan as follows:

I. Objectives

The Company's main objectives for the Plan are:

- To provide a compensation package that is competitive with the market.
- To motivate executives by providing an appropriate reward ("Incentive Award") for corporate performance based on Company goals and objectives.
- To focus executives on maximizing results and reinforce the importance of teamwork at the corporate level.
- To link the Plan's financial measures with investor expectations.

II. Plan Year

The effective date of this Plan is January 1, 2018. The Plan will remain in effect from January 1, 2018 to December 31, 2018 (the "Plan Year").

III. Administration

The Plan shall be administered by the Compensation Committee (the "Committee") of the Board of Directors (the "Board") with oversight by the Board. The Committee shall have the authority to review and approve: (a) the Participants as defined in Section IV, (b) the incentive opportunities for each Participant as defined in Section VI, (c) the methodology for determining the Performance Goals as defined in Section VII, (d) the minimum performance requirements as described in Section VIII, and (e) the final calculation of Incentive Awards for the Participants as described in Section IX. The Committee shall also have the authority to review and approve any proposed amendments to the Plan throughout the Plan Year. The Committee retains the right to discontinue or amend this Plan at any time. The Committee may use discretion to adjust the Incentive Award levels to account for events that impact the ability to meet the Performance Goals described in Section VII.

The President and Chief Executive Officer of the Company (the "CEO") will be responsible for the interpretation and the day-to-day management of the Plan. The CEO shall also make recommendations to the Committee for review and approval.

Nothing in this Plan is to be construed as a guarantee of an Incentive Award.

IV. Eligibility

Executive employees who are selected by the CEO and approved by the Committee will be eligible to participate in the Plan (the "Participants").

V. Change in Eligibility Status

In making decisions regarding employees' participation in the Plan, the CEO may consider any factors that he or she may consider relevant. The following guidelines are provided as general information regarding employee status changes upon the occurrence of the events described below, provided that recommendation to include an employee in the Plan originates from the CEO, and the Committee may, in its sole discretion, exercise its authority to apply alternate treatment to any Participant experiencing a change in eligibility status during the Plan Year:

- (a) New Hires. A newly hired employee selected and approved as a Participant in the Plan prior to March 1 of the Plan Year may participate in the Plan based on a full Plan Year. A newly hired employee selected and approved as a Participant in the Plan on or after March 1 and before November 1 of the Plan Year may participate in the Plan on a pro rata basis as of the date the Participant was first approved as a Participant in the Plan with respect to the Plan Year. A newly hired employee selected and approved as a Participant in the Plan on or after November 1 of the Plan Year will not be eligible to participate in the Plan until a new Plan Year begins the following January 1.
- (b) Transfer, Promotion. A Participant that experiences a transfer or promotion during the Plan Year may participate in the Plan on a pro rata basis, with a portion of the Incentive Award tied to time spent in the former position and the balance of the Incentive Award tied to time spent in the latter position.
- (c) Demotion. An Incentive Award will generally not be made to an employee who has been demoted during the Plan Year due to performance.
- (d) Termination. An Incentive Award will generally not be made to any Participant whose services are terminated prior to the payment of the Incentive Award for reasons of misconduct, failure to perform or other cause.
- (e) Resignation. An Incentive Award will generally not be made to any Participant who resigns for any reason before the Incentive Award is paid. However, if the Participant has voluntarily terminated his or her employment with the Company's consent, the Participant may be considered for a pro rata Incentive Award, provided the Participant otherwise qualifies for the Incentive Award.
- (f) Death and Disability. A Participant whose status as an active employee is changed prior to the payment of the Incentive Award for any reason other than the reasons cited above may be considered for a pro rata Incentive Award, provided the Participant otherwise qualifies for the Incentive Award. In the event that an Incentive Award is made on behalf of an employee who has terminated employment by reason of death, any such payments or other amounts due will generally be paid to the Participant's estate.

The above guidelines are subject to the terms of any applicable severance or similar agreements. Nothing in the Plan shall confer any right to any employee to continue in the employ of the Company.

VI. Incentive Opportunity

The CEO will determine, and recommend for approval by the Committee, incentive opportunities for each Participant. The incentive opportunities will be defined as Incentive Opportunity Zones that represent a range of threshold, target and maximum performance outcomes for which incremental increases in performance will result in incremental increases in the Incentive Award.

Each Incentive Opportunity Zone will include threshold, target and maximum incentive opportunities. The Participant's target incentive opportunity will be based on the Participant's role and responsibilities, and will be expressed as a percentage of the Participant's base salary. The Participant's threshold and maximum incentive opportunities will be expressed as a Payout Multiple of the target incentive opportunity and will also be based on the Participant's role and responsibilities. The tables set forth on Exhibit A outline the target Payout Multiples for certain Participant categories.

The target incentive opportunity as a multiple of base salary, and the resulting threshold and maximum opportunities will be determined and approved in writing and kept on file for each Participant in the Business Support department.

VII. Performance Goals

Each Participant shall have specific performance goals (the "Performance Goals") determined for his or her position for the Plan Year. These Performance Goals will be based on certain financial performance measures that support the approved business plan of the Company.

Corporate performance will be assessed utilizing one or more performance measures with equal or different weighting, including without limitation any one or more of the performance criteria described below:

- Corporate Adjusted EBITDA – calculated as CCIC EBITDA adjusted for non-cash compensation and amortization of prepaid lease purchase price adjustments.
- Corporate Adjusted Funds From Operations per Share – calculated as CCIC Adjusted Funds From Operations divided by weighted average CCIC common shares outstanding with respect to the Plan Year.

The Performance Goals for these financial measures will generally be based on the Company's 2018 financial budget/forecasts as approved by the Board.

The target mix and weighting of the Performance Goals for each Participant will vary depending on the Participant's role and responsibilities, as set forth on Exhibit B.

For the financial performance measures, threshold, target, and maximum Performance Goals will be established and aligned within the Participant's applicable Incentive Opportunity Zone as defined above in Section VI. The threshold, target, and maximum Performance Goals for these financial measures, based on the Company's budget/forecast for 2018 are set forth on Exhibit C.

VIII. Minimum Performance Requirements

There are two minimum performance requirements in order to receive a full Annual Incentive in accordance with the Plan:

1. The Minimum Financial Performance Target level set forth on Exhibit C must be achieved for Participants to be eligible for the Annual Incentive.
2. The business units or departments for which the Participants are responsible must receive an acceptable 404 assessment of applicable internal controls. The receipt of a 404 assessment with a material weakness may result in a reduction or elimination of the potential 2018 Annual Incentive for the responsible Participants and potentially all Participants.

IX. Incentive Award Calculation

The Incentive Awards will be calculated based on the Incentive Opportunity Zones established for each Participant at the beginning of the Plan Year. The Incentive Opportunity Zones can be depicted as target Incentive Opportunity Curves that correlate the incentive Payout Multiples with each of the Performance Goals.

The target Incentive Opportunity Curve for each of the Performance Goals are set forth on Exhibit D.

At Plan Year-end, the following steps will occur to calculate each Participant's final Incentive Award:

- The actual performance results will be plotted on each applicable Incentive Opportunity Curve for the Participant.
 - If actual performance results fall between the threshold and target, or the target and maximum Performance Goals, the Payout Multiples will be calculated by interpolating the actual performance results with the threshold, target, and maximum Payout Multiples. However, no incentive will be paid if actual results fall below the threshold Performance Goal.
- Each of the resulting Payout Multiples will then be multiplied by the weighted percentage for the applicable Performance Goal.
- The products of each will then be added together to determine the total Payout Multiple for the Participant.
- The total Payout Multiple will then be applied to the Participant's target Incentive Award as a percentage of base salary to determine the total Incentive Award.

An illustration of how this calculation is performed is set forth on Exhibit E.

X. Incentive Award Payments

Incentive Award payments in accordance with this Plan will be processed by March 15, 2019 following the Board of Directors' approval of the Plan Year's financial statements.

GRANT DATE: _____, _____

RESTRICTED STOCK UNIT AGREEMENT
(2013 Long-Term Incentive Plan)

This Restricted Stock Unit Agreement (“**Agreement**”) is made effective as of _____, _____ (“**Grant Date**”), between **CROWN CASTLE INTERNATIONAL CORP.** (“**Company**”), a Delaware corporation, and _____ (“**Holder**”).

Holder has been serving as an employee or consultant of the Company or one of its Affiliates. In recognition of service and in order to encourage Holder to remain with the Company or its Affiliates (“**Group**”) and devote Holder’s best efforts to the Group’s affairs, thereby advancing the interests of the Company and its stockholders, the Company and Holder agree as follows:

1. **Issuance of Restricted Stock Units.** Upon the execution and return of this Agreement and for consideration from Holder to the Company in the form of services to the Group, the fair market value of which is at least equal to \$.01 per each restricted stock unit granted pursuant to the 2013 Plan (defined below) (“**Unit**”) which may be issued hereunder, the Company shall grant to Holder the number of Units listed on the exhibit(s) (each, an “**Exhibit**”) attached to this Agreement (“**Holder’s Units**”), with each such Unit representing the right to potentially receive one share of \$.01 par value Common Stock of the Company (“**Stock**”), subject to all of the terms set forth in this Agreement and in the Crown Castle International Corp. 2013 Long-Term Incentive Plan, as may be amended from time to time (“**2013 Plan**”), which is incorporated herein by reference as a part of this Agreement. The terms “**Affiliate**,” “**Award**,” “**Committee**,” “**Code**,” “**Dividend Equivalent**” and “**Performance Award**” shall have the meanings assigned to them in the 2013 Plan. If a Performance Measure (as hereinafter defined) is designated on an attached Exhibit, then the Units subject to that Exhibit are hereby designated as Performance Awards for purposes of Article IX of the Plan.

2. **Limitations on Rights Associated with Units and Dividend Equivalents.** The Units and Dividend Equivalents granted pursuant to this Agreement are bookkeeping entries only. The Holder as to the Units shall have no rights as a stockholder of the Company, including no dividend rights (other than those described in Section 7 hereof with regard to Dividend Equivalents) and no voting rights.

3. **Transfer and Forfeiture Restrictions.** The Holder’s Units shall not be sold, assigned, pledged, or otherwise transferred except as provided herein (including the 2013 Plan), and Holder shall be obligated to forfeit and surrender, without further consideration from the Company, such Units (to the extent then subject to the Forfeiture Restrictions) to the Company in accordance with this Agreement. The obligation to forfeit and surrender Units to the Company is referred to herein as the “**Forfeiture Restrictions**.” The transfer restrictions and Forfeiture Restrictions shall be binding upon and enforceable against any permitted transferee of Units.

4. Measures. [Note: The vesting terms set forth in this Section 4 and in the Exhibits hereto or other relevant vesting terms shall be included as applicable in the specific award.]

(a) Except as otherwise provided in Section 5 hereof, the lapsing of the Forfeiture Restrictions shall be contingent on the Holder and the Group, as applicable, meeting the service and, if applicable, performance conditions described on the applicable Exhibit attached to this Agreement. The Holder shall be required to complete a designated period of service (“Time Measure”) which shall begin on the Grant Date and end on the date specified in the applicable Exhibit attached (“Time Vesting Date”). In addition, to the extent provided in an attached Exhibit, the Holder or the Group may be required to attain one or more performance goals (each, if applicable, a “Performance Measure,” and together with a Time Measure, the “Measures”), which shall be measured over the designated period of time (“Performance Period”), as described on such Exhibit. The date on which the Time Measure and, if applicable, the Performance Measure, are both satisfied shall be the “Measurement Date” for Holder’s Units, subject to such measurement. The Time Measure, Time Vesting Date, Measurement Date and, if applicable, the Performance Period and Performance Measures for this grant of Units are described on the applicable Exhibit attached to this Agreement.

(b) In addition to the conditions set forth in Section 4(a), the lapsing of any Forfeiture Restrictions shall be contingent upon the Holder having complied (as determined by the Company) with all agreements (including any confidentiality, non-competition, non-solicitation and non-disparagement agreements) entered into by and between the Holder and any member of the Group on and prior to the date such Forfeiture Restrictions would otherwise be expected to lapse hereunder.

(c) As soon as administratively feasible after the designated Measurement Date for a Unit, (1) if that Unit is subject to a Performance Measure, the Committee shall certify in writing the extent to which such Performance Measure has been satisfied, (2) the Company shall calculate the number of Units with respect to which the Forfeiture Restrictions shall lapse pursuant to the terms of the applicable Exhibit attached (“Vested Units”), and (3) the Company shall distribute to the Holder one share of Stock (“Distributed Stock”) in exchange for each Vested Unit in accordance with the timing restrictions of Section 9 hereof, and upon such exchange the Vested Units shall be automatically cancelled.

(d) Any Holder’s Units with respect to which Forfeiture Restrictions cannot lapse pursuant to this Section 4 (including any exceptions pursuant to Section 5 hereof) shall be forfeited and surrendered to the Company by Holder.

5. Termination of Employment or Service. If Holder’s employment with the Group terminates or is terminated prior to the applicable Measurement Date, then the remaining Holder’s Units shall be forfeited and surrendered to the Company; provided, however, that, in such event, the Committee may (subject to the terms of the 2013 Plan), in its sole discretion, cause the Forfeiture Restrictions to lapse as to all or a part of the Holder’s Units and, subject to the timing restrictions of Section 9 hereof, cause Distributed Stock to be issued and distributed with respect to such Units as if they were Vested Units subject to such terms set by the Committee, which may include satisfaction of the Measures that would otherwise be applicable to such Units if Holder’s employment

with the Group had continued. For purposes of this Section 5, Holder's services as a consultant or member of the board of directors (or a similar position) of a member of the Group shall be considered employment with the Group (notwithstanding the foregoing, a Holder who is a consultant of the Group shall be and remain an independent contractor of the Group for all purposes, and this Agreement shall not be construed to create an employment relationship). In the event Holder's employment with the Group terminates or is terminated under circumstances constituting retirement under any then-existing Board-approved retirement policy or program, including the Company's Extended Service Separation Program (if then in effect), the lapse of the Forfeiture Restrictions with respect to or the forfeiture of Holder's Units, as applicable, shall be determined in accordance with such retirement policy or program.

6. **Disclosure of Units.** If Holder discloses or discusses in any manner this Agreement prior to the applicable Measurement Date to or with any other person (including any other employee or consultant of the Group), then the Holder's Units may be forfeited and the Holder's Units may be surrendered to the Company; provided, the above restriction is not applicable to the extent of reasonable disclosure (a) to an advisor to the Holder (e.g., accountant, financial planner) that has a legitimate reason to have such information and that is subject to an obligation to maintain the confidentiality of such information, (b) required by applicable law including any applicable securities law, (c) to an employee of the Group specifically involved with the administration of this Agreement, or (d) to Holder's spouse. Holder acknowledges and agrees that nothing in this Agreement is intended to, nor does it, interfere with or restrain Holder's right to share or discuss information regarding his/her wages, hours, or other terms and conditions of employment in the exercise of any rights provided by either (x) the National Labor Relations Act, or (y) any applicable state statute or regulation.

7. **Dividend Equivalents.** While the Holder's Units are outstanding and still subject to a Forfeiture Restriction, the Company will accrue Dividend Equivalents on behalf of the Holder. The Dividend Equivalents paid with respect to each Holder's Unit will be equal to the sum of the cash dividends declared and paid by the Company with respect to each share of Distributed Stock while the Holder's Units are outstanding. No interest will accrue on the Dividend Equivalents. The Dividend Equivalents with respect to a Holder's Unit shall be earned and distributed in cash generally at or shortly after the time such Holder's Unit converts to a share of Distributed Stock and in accordance with Section 9 hereof. Any and all Dividend Equivalents with respect to the Holder's Units that are forfeited shall also be forfeited and not deemed earned by nor distributed to Holder. Following lapsing of the Forfeiture Restrictions with respect to Holder's Units and pending distribution of Distributed Stock in respect thereto, Holder shall be entitled to receive Dividend Equivalents relating to such Holder's Units to the extent, if any, that the Holder is not entitled to receive with respect to the Distributed Stock dividends which would otherwise be paid to Holder during such interim period if the Distributed Stock had been so distributed, but in no event shall Holder be entitled to receive both a Dividend Equivalent and a dividend for such interim period.

8. **Community Interest of Spouse.** The community interest, if any, of any spouse of Holder in any of the Holder's Units, Dividend Equivalents, and Distributed Stock shall be subject to all of the terms of this Agreement, and shall be forfeited and surrendered to the Company upon

the occurrence of any of the events requiring Holder's interest in such Holder's Units or Dividend Equivalents to be so forfeited and surrendered pursuant to this Agreement.

9. Internal Revenue Code §409A Compliance. This Agreement is intended to satisfy the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder, and shall be interpreted consistent with such intent. Any Distributed Stock or Dividend Equivalents that become deliverable or payable to the Holder hereunder shall be delivered to the Holder no later than the end of the calendar year in which the designated Measurement Date occurs. Notwithstanding the foregoing, in the event of a deemed lapse of any Forfeiture Restriction under the provisions of Section 5, delivery of Distributed Stock and Dividend Equivalents shall be made no earlier than the designated Measurement Date otherwise applicable hereunder, and not later than the last day of the calendar year containing the designated Measurement Date. In the event that all or part of the Units granted pursuant to this Agreement provide for a deferral of compensation within the meaning of Section 409A, then notwithstanding anything to the contrary contained herein, in the event that Holder is a "specified employee" (as defined under Section 409A) when Holder becomes entitled to a payment or settlement under this Award which is subject to Section 409A on account of a "separation from service" (as defined under Section 409A), to the extent required by the Code, such payment shall not occur until the date that is six months plus one day from the date of such separation from service. Any amount that is otherwise payable within the six-month period described herein will be aggregated and paid in a lump sum without interest. Further, for purposes of Section 409A, each payment or settlement of any portion of the Units under this Agreement shall be treated as a separate payment of compensation.

10. Withholding of Tax.

(a) To the extent that any event pursuant to this Agreement, other than any event contemplated in Section 10(b) below, relating to the Holder's Units or Distributed Stock results in the incurrence of compensation or other taxable income by the Holder (including the Holder's Spouse) that is subject to tax withholding by the Company, the Holder must satisfy such tax withholding obligation by electing, prior to the delivery of Distributed Stock, to either (1) deliver to the Company an amount of cash equal to the tax withholding amount required under applicable tax laws or regulations, or (2) allow the Company to deduct from the number of shares of Distributed Stock that would have otherwise been delivered to the Holder a number of such shares having a fair market value equal to such tax withholding amount required under applicable tax laws or regulations.

(b) To the extent that any event pursuant to this Agreement relating to the Dividend Equivalents deemed to be earned results in the incurrence of compensation or other taxable income by the Holder (including the Holder's Spouse) that is subject to withholding by the Company, the Holder must satisfy such tax withholding obligation with such amount of cash as the Company may require to meet its obligation under applicable tax laws or regulations.

(c) Regardless of any action of the Company, the Holder acknowledges that the Holder is ultimately liable for such tax withholding obligation. The Company shall not be required to deliver Distributed Stock or cash in respect of Dividend Equivalents under this Agreement until such liability is satisfied.

(d) To the extent that Holder is treated by Company as a consultant for tax purposes, Holder shall (i) pay all taxes arising from any event relating to the Holder's Units or Distributed Stock that results in the incurrence of compensation or other taxable income by the Holder and (ii) indemnify the Group and hold the Group harmless from any liability resulting from or relating to any and all taxes, liens, duties, assessments, deductions and expenses (including any penalty, interest or other charge that may be levied with respect thereto) as a result of Holder's late payment, insufficient payment or failure to pay any taxes.

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under Holder.

12. **Contract Terms.** Notwithstanding the terms of this Agreement, if the Holder has entered into a separate written agreement with the Company which specifically affects the Units issued hereunder, the terms of such separate agreement shall control over any inconsistent terms of this Agreement.

13. **Modification.** Any modification of this Agreement will be effective only if it is in writing and signed by each party whose rights hereunder are affected thereby, except to the extent that such modification occurs pursuant to Section XIII of the 2013 Plan or as a result of an amendment of the 2013 Plan made in accordance with Section XIV of the 2013 Plan.

14. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflicts of laws principles thereof.

15. **Interpretation.** Unless otherwise specified or the context otherwise requires, as used herein, (a) the term "including", and any variation thereof, means "including, without limitation," (b) the word "or" shall not be exclusive, and (c) a reference to the "terms" of an agreement, instrument or document or "terms" established by the Committee shall be a reference to "terms, provisions, conditions and restrictions."

IN WITNESS WHEREOF, the Company has executed this Agreement by its duly authorized officer and Holder has executed this Agreement, effective as of the Grant Date.

CROWN CASTLE INTERNATIONAL CORP.

By: _____
Name: _____
Title: _____
Date: _____

GRANT ID: _____
GRANT DATE: _____, _____

**Measures Applicable To
Restricted Stock Unit Agreement
(2013 Long-Term Incentive Plan)**

Time Vesting Award

Name: _____
Number of Units: _____

The terms of this Exhibit A shall apply to the number of Units listed above. The terms of any other Exhibit to Holder's Restricted Stock Unit Agreement shall only apply to the Units listed on such Exhibit.

1. **General.** The Holder's Units subject to this Exhibit A shall become vested based on the completion of the Time Measure as outlined below.

2. **Time Measure.** The Time Measure shall be satisfied with respect to a Unit if the Holder is an employee, consultant or a member of the board of directors (or a similar position) of a member of the Group for the period beginning on the Grant Date and ending on the applicable Time Vesting Date listed below.

| <u>Time Vesting Date</u> | <u>Incremental Percentage</u> | <u>Aggregate Percentage</u> |
|--------------------------|-------------------------------|-----------------------------|
| _____, ____ | _____% | _____% |
| _____, ____ | _____% | _____% |
| _____, ____ | _____% | 100.00% |

If the Time Measure is satisfied, the designated percentage of the Holder's Units listed above shall no longer be subject to the Forfeiture Restrictions on the designated Time Vesting Date.

GRANT ID: _____
 GRANT DATE: _____

**Measures Applicable To
 Restricted Stock Unit Agreement
 (2013 Long-Term Incentive Plan)**

Performance Award - Absolute TSR Award

Name: _____
 Target Number of Units ("Target Level"): _____

The terms of this Exhibit B shall apply to the Units listed above. The terms of any other Exhibit to Holder's Restricted Stock Unit Agreement shall only apply to the Units listed on such Exhibit.

1. General. The Holder's Units shall become vested based on the satisfaction of both the Time Measure and the Performance Measure, each as outlined below. The Units subject to this Exhibit are hereby designated as Performance Awards for purposes of Article IX of the Plan. The initial number of Units specified above in this Exhibit as the "Target Level" is the "target" number of shares of Stock that may be delivered upon settlement of the Units subject to this Exhibit. Such initial number of Units shall be adjusted based on the attainment of the Performance Measure described in Section 3 below.

2. Time Measure. The Time Measure shall be satisfied with respect to a Unit if the Holder is an employee, consultant or a member of the board of directors (or a similar position) of a member of the Group for the period beginning on the Grant Date and ending on _____, _____, which shall be the "Time Vesting Date" for each Unit subject to this Exhibit B.

3. Performance Measure.

(a) The initial number of Units subject to this Exhibit B is listed above, which number of Units assumes the Performance Measure described in this Section 3 is attained at the Target Level. The final number of Units, if any, subject to this Exhibit B at the end of the Performance Period (defined below) shall be calculated as described below based upon the Payout Percentage (see table below in Section 3(c)).

(b) The Performance Measure determines (1) the number of Holder's Units for which the Forfeiture Restrictions shall lapse on the Measurement Date, and (2) the number of shares of Stock delivered upon settlement of such Units. The number of Holder's Units which cease to be subject to Forfeiture Restrictions on the Measurement Date, and the number of shares of Stock delivered with respect to Holder's Units, is based upon the Company's Annualized Total Stockholder Return ("Annualized TSR") for the _____ year period beginning on _____, _____ and ending

on and including _____, ____ (“Performance Period”). As provided in Section 3(c) below, the Performance Measure will be satisfied based on the Company’s Annualized TSR during the Performance Period, as certified in writing by the Committee following the end of the Performance Period.

(c) The Forfeiture Restriction shall lapse if the Company’s Annualized TSR is at least _____ percent (___%); provided that the number of Units as of the Measurement Date shall be determined based on Annualized TSR as described in the table below. If Annualized TSR is between the levels designated in the table below, then the Payout Percentage shall be adjusted based on linear interpolation between applicable percentages. For example, (1) if Annualized TSR is _____%, then the payout percentage would be ___% of the Target Level, and (2) if Annualized TSR is _____%, then the payout percentage would be _____% of the Target Level.

| Level | Annualized TSR | Payout Percentage |
|--------------|-----------------------|--------------------------|
| Maximum | ____% | ____% of Target Level |
| Target | ____% | ____% of Target Level |
| Threshold | ____% | ____% of Target Level |
| | Below ____% | 0% |

(d) Annualized TSR shall be calculated as:

$$\left(\frac{\text{Ending Average Stock Price} + \text{Reinvested Dividend Amount}}{\text{Beginning Average Stock Price}} \right)^{1/n} - 1$$

where *n* represents the number of years over which Annualized TSR is measured.

The “Ending Average Stock Price” shall be calculated as the average Closing Stock Price for the last ____ trading days of the Performance Period.

The “Beginning Average Stock Price” shall be calculated as the average Closing Stock Price for the last ____ trading days prior to the first day of the Performance Period.

The “Closing Stock Price” of a share of Stock shall be the closing quotation on the New York Stock Exchange (“NYSE”) for the applicable date (or an applicable substitute exchange or quotation system if the NYSE is no longer applicable).

“Reinvested Dividend Amount” shall be calculated as the sum of the total dividends paid¹ on one share of Stock during the Performance Period, assuming reinvestment of such dividends in such Stock (based on the Closing Stock Price of such Stock on the ex-dividend date). For the avoidance of doubt, it is intended that the foregoing calculation of Reinvested Dividend Amount shall take into account not only the reinvestment of dividends in a share of Stock but also capital appreciation or depreciation in the shares of Stock deemed acquired by such reinvestment.

(e) In addition to any other authority or powers granted to the Committee herein or in the 2013 Plan, the Committee shall have the authority to interpret and determine the application and calculation of any matter relating to the determination of Annualized TSR, including any terms in the Agreement or this Exhibit B related thereto. The Committee shall also have the power to make any and all adjustments it deems appropriate to reflect any changes in the Company's outstanding Stock, including by reason of subdivision or consolidation of Stock or other capital readjustment, the payment of a stock dividend on the Stock, other increase or reduction in the number of shares of Stock outstanding, recapitalizations, reorganizations, mergers, consolidations, combinations, split-ups, split-offs, spin-offs, exchanges or other relevant changes in capitalization or distributions to holders of Stock. The determination of the Committee with respect to any such matter shall be conclusive.

(f) Holder shall receive a Dividend Equivalent payment with respect to each share of Distributed Stock as if Holder had held such share since the Grant Date.

¹The relevant date for determining whether a dividend is included in the calculation of "Reinvested Dividend Amount" is the ex-dividend date (and not the payment date). In the event that the stock of the measured company goes ex-dividend during the Performance Period (including the ___-day trading period during which the Ending Average Stock Price is to be calculated), such dividend shall be included in the determination of "Reinvested Dividend Amount," notwithstanding the fact that the payment date of such dividend may actually occur after the conclusion of the Performance Period. In the event that the stock of the measured company goes ex-dividend prior to the commencement of the Performance Period (for example, during the ___-day trading period during which the Beginning Average Stock Price is to be calculated), such dividend shall *not* be included in the termination of "Reinvested Dividend Amount," notwithstanding the fact that the payment date of such dividend may actually occur during the Performance Period.

**Measures Applicable To
Restricted Stock Unit Agreement
(2013 Long-Term Incentive Plan)**

Performance Award - Relative TSR Award

Name: _____

Target Number of Units (“Target Level”): _____

The terms of this Exhibit C shall apply to the Units listed above. The terms of any other Exhibit to Holder’s Restricted Stock Unit Agreement shall only apply to the Units listed on such Exhibit.

1. General. The Holder’s Units shall become vested based on the satisfaction of both the Time Measure and the Performance Measure, each as outlined below. The Units subject to this Exhibit are hereby designated as Performance Awards for purposes of Article IX of the Plan. The initial number of Units specified above in this Exhibit as the “Target Level” is the “target” number of shares of Stock that may be delivered upon settlement of the Units subject to this Exhibit. Such initial number of Units shall be adjusted based on the attainment of the Performance Measure described in Section 3 below.

2. Time Measure. The Time Measure shall be satisfied with respect to a Unit if the Holder is an employee, consultant or a member of the board of directors (or a similar position) of a member of the Group for the period beginning on the Grant Date and ending _____, _____, which shall be the “Time Vesting Date” for each Unit subject to this Exhibit C.

3. Performance Measure.

(a) The number of Units subject to this Exhibit C is listed above, which number of Units assumes the Performance Measure described in this Section 3 is attained at the Target Level. The final number of Units, if any, subject to this Exhibit C at the end of the Performance Period shall be calculated as described below based upon the Payout Percentage (see table below in Section 3(c)).

(b) The Performance Measure determines (1) the number of Holder’s Units for which the Forfeiture Restrictions shall lapse on the Measurement Date, and (2) the number of shares of Stock delivered upon settlement of such Units. The number of Holder’s Units which cease to be subject to Forfeiture Restrictions on the Measurement Date, and the number of shares of Stock delivered with respect to Holder’s Units, is based upon the Company’s Annualized Total Stockholder

Return (“Annualized TSR”) ranking relative to the TSR Peer Group (“Relative TSR Performance Rank”) for the ____ year period beginning on _____, ____ and ending on and including _____, ____ (“Performance Period”). For this purpose, the companies included in the Standard & Poor’s 500 index on _____, ____ will be the “TSR Peer Group”. As provided in Section 3(c) below, the Performance Measure will be satisfied based on the Company’s Relative TSR during the Performance Period, as certified in writing by the Committee following the end of the Performance Period.

(c) The Forfeiture Restriction shall lapse if the Company’s Relative TSR Performance Rank is at least the ____th percentile; provided that the final number of Units subject to this Exhibit as of the Measurement Date, and the number of shares of Stock delivered with respect to Holder’s Units, shall be determined based on the Company’s Relative TSR Performance Rank as described in the table below. If the Company’s Relative TSR Performance Rank is between the levels designated in the table below, then the Payout Percentage (shown in the table below) shall be adjusted based on linear interpolation between applicable percentages. For example, (1) if the Company’s Relative TSR is in the ____th percentile, then the payout percentage would be ____% of the Target Level, and (2) if the Company’s Relative TSR is in the ____th percentile, then the payout percentage would be ____% of the Target Level.

| <u>Level</u> | <u>Relative TSR Performance Rank</u> | <u>Payout Percentage</u> |
|---------------------|---|---------------------------------|
| Maximum | ____th Percentile and above | ____% of Target Level |
| Target | ____th percentile | ____% of Target Level |
| Threshold | ____th percentile | ____% of Target Level |
| | Below ____th percentile | 0% |

(d) Annualized TSR shall be calculated as follows:

$$\left(\frac{\text{Ending Average Stock Price} + \text{Reinvested Dividend Amount}}{\text{Beginning Average Stock Price}} \right)^{1/n} - 1$$

where *n* represents the number of years over which Annualized TSR is measured.

The “Ending Average Stock Price” shall be calculated as the average Closing Stock Price for the last ____ trading days of the Performance Period.

The “Beginning Average Stock Price” shall be calculated as the average Closing Stock Price for the last ____ trading days prior to the first day of the Performance Period.

The “Closing Stock Price” of a share of Stock shall be the closing quotation on the New York Stock Exchange (“NYSE”) for the applicable date (or an applicable substitute exchange or quotation system if the NYSE is no longer applicable).

“Reinvested Dividend Amount” shall be calculated as the sum of the total dividends paid² on one share of Stock during the Performance Period, assuming reinvestment of such dividends in such stock (based on the Closing Stock Price of such Stock on the ex-dividend

date). For the avoidance of doubt, it is intended that the foregoing calculation of Reinvested Dividend Amount shall take into account not only the reinvestment of dividends in a share of Stock but also capital appreciation or depreciation in the shares deemed acquired by such reinvestment.

The Annualized TSR for the TSR Peer Group companies will be determined using the calculation method described above based on information specific to the TSR Peer Group companies.

(e) In addition to any other authority or powers granted to the Committee herein or in the 2013 Plan, the Committee shall have the authority to interpret and determine the application and calculation of any matter relating to the determination of Annualized TSR and Relative TSR Performance Rank, including any terms in the Agreement or this Exhibit C related thereto. The Committee shall also have the power to make any and all adjustments it deems appropriate to reflect any changes in the Company's outstanding Stock, including by reason of subdivision or consolidation of Stock or other capital readjustment, the payment of a stock dividend on the Stock, other increase or reduction in the number of shares of Stock outstanding, recapitalizations, reorganizations, mergers, consolidations, combinations, split-ups, split-offs, spin-offs, exchanges or other relevant changes in capitalization or distributions to holders of Stock. The determination of the Committee with respect to any such matter shall be conclusive.

(f) Adjustments to TSR Peer Group. The TSR Peer Group may be adjusted or changed by the Committee as circumstances warrant, including the following:

(1) If a TSR Peer Group company becomes bankrupt, the bankrupt company will remain in the TSR Peer Group positioned at one level below the lowest performing non-bankrupt TSR Peer Group. In the case of multiple bankruptcies, the bankrupt TSR Peer Group companies will be positioned below the non-bankrupt companies in chronological order by bankruptcy date with the first to go bankrupt at the bottom.

(2) If a TSR Peer Group company is acquired by another company, including through a management buy-out or going-private transaction, the acquired TSR Peer Group company will be removed from the TSR Peer Group for the entire Performance Period; provided that if the acquired TSR Peer Group company became bankrupt prior to its acquisition it shall be treated as provided in paragraph (1) above, or if it shall become delisted according to paragraph (5) below prior to its acquisition it shall be treated as provided in paragraph (5).

(3) If a TSR Peer Group company spins-off a portion of its business in a manner which results in the TSR Peer Group company and the spin-off company both being publicly traded, the TSR Peer Group company will be removed from the TSR Peer Group for the entire Performance Period and the spin-off company will not be added to the TSR Peer Group.

(4) If a TSR Peer Group company acquires another company, the acquiring TSR Peer Group company will remain in the TSR Peer Group for the Performance Period.

(5) If a TSR Peer Group company is delisted from either the New York Stock Exchange (NYSE) or the National Association of Securities Dealers Automated Quotations (NASDAQ) such that it is no longer listed on either exchange, such delisted TSR Peer Group company will remain in the TSR Peer Group positioned at one level below the lowest performing listed company and above the highest ranked bankrupt TSR Peer Group company (see paragraph (1) above). In the case of multiple delistings, the delisted TSR Peer Group companies will be positioned below the listed and above the bankrupt TSR Peer Group companies in chronological order by delisting date with the first to be delisted at the bottom of the delisted companies. If a delisted company shall become bankrupt, it shall be treated as provided in paragraph (1) above. If a delisted company shall be later acquired, it shall be treated as a delisted company under this paragraph. If a delisted company shall relist during the Performance Period, it shall remain in its relative delisted position determined under this paragraph.

(6) If the Company's or any TSR Peer Group company's stock splits (or if there are other similar subdivisions, consolidations or changes in such company's stock or capitalization), such company's Annualized TSR performance will be adjusted for the stock split so as not to give an advantage or disadvantage to such company by comparison to the other TSR Peer Group companies.

(g) Holder shall receive Dividend Equivalent payments with respect to each share of Distributed Stock as if Holder had held such share since the Grant Date.

² The relevant date for determining whether a dividend is included in the calculation of "Reinvested Dividend Amount" is the ex-dividend date (and not the payment date). In the event that the stock of the measured company goes ex-dividend during the Performance Period (including the ___-day trading period during which the Ending Average Stock Price is to be calculated), such dividend shall be included in the determination of "Reinvested Dividend Amount," notwithstanding the fact that the payment date of such dividend may actually occur after the conclusion of the Performance Period. In the event that the stock of the measured company goes ex-dividend prior to the commencement of the Performance Period (for example, during the ___-day trading period during which the Beginning Average Stock Price is to be calculated), such dividend shall *not* be included in the determination of "Reinvested Dividend Amount," notwithstanding the fact that the payment date of such dividend may actually occur during the Performance Period.

Crown Castle International Corp.
Summary of Non-Employee Director Compensation

Initial Equity Grant. Each newly appointed or elected non-employee director is granted, pursuant to the Crown Castle International Corp. (“Company”) 2013 Long-Term Incentive Plan, as amended, a number of unrestricted shares of common stock of the Company (“Common Stock”) having a valuation equal to approximately \$90,000, priced at the per share closing price of the Common Stock as of the effective date of the director’s appointment or election; provided, that if a director is appointed or elected on or about the date of an Annual Equity Grant (described below), the director generally receives the Annual Equity Grant in lieu of an Initial Equity Grant.

Annual Equity Grant. At the Board’s first regularly scheduled meeting of each year, each non-employee director is granted shares of Common Stock having a valuation equal to approximately \$155,000 (\$255,000 in the case of the Chairman of the Board), priced at the per share closing price of the Common Stock as of the date of such Board meeting. On February 21, 2018, the Board granted (1) 1,451 shares of common stock (priced at \$106.79, the closing price of the Common Stock on February 21, 2018) to each non-employee director of the Board, other than J. Landis Martin and (2) 2,387 shares of common stock (priced at \$106.79, the closing price of the Common Stock on February 21, 2018) to J. Landis Martin for service as non-employee Chairman of the Board.

Retainers. Each non-employee director receives an annual retainer, paid in quarterly installments, of \$75,000 (plus an additional (1) \$20,000 for the Chair of the Audit Committee, (2) \$15,000 for the Chair of the Compensation Committee, (3) \$10,000 for the Chair of each of the Nominating & Corporate Governance Committee and Strategy Committee, and (3) \$5,000 for each member of the Audit Committee other than the Chair), and reimbursement of reasonable incidental expenses.

Other Benefits. Each non-employee director is eligible to participate, at such director’s cost and election, in the Company’s medical and dental plans.

Employee Directors. A director who is also an employee of the Company receives no additional compensation for services as a director.