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): June 5, 2000

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

Delaware	0-24737	76-0470458
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification Number)

510 Bering Drive
Suite 500
Houston, TX 77057
(Address of Principal Executive Office)

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

This document includes "forward-looking" statements within the meaning of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934. Other than statements of historical fact, all statements regarding industry prospects, the consummation of the transactions described in this document and the Company's expectations regarding the future performance of its businesses and its financial position are forward-looking statements. These forward-looking statements are subject to numerous risks and uncertainties.

Capitalized terms used but not defined herein shall have the meaning assigned thereto in the Company's Registration Statement on Form S-3 (Reg. No. 333-83395), as amended and as supplemented by a prospectus supplement dated August 5, 1999.

Item 5. Other Events

In connection with a previously announced Disposition Agreement between us and France Telecom, on June 5, 2000 France Telecom agreed to sell 29,942,360 shares of our common stock in an underwritten public offering for approximately $693.1 million, net of underwriting discounts. The sale is scheduled to settle on June 8, 2000, and is subject to customary closing conditions. When the offering is closed, France Telecom will relinquish its governance rights in Crown Castle and its subsidiaries. Within thirty days of the closing, France Telecom will sell its remaining interests in Crown Castle to one or more financial institutions, who will agree to a one year lock-up of such shares. For a more detailed description of the transaction, see the Press Release and Amendment No. 1 to the Disposition Agreement, each of which is attached as an exhibit hereto.

Item 7. Financial Statements and Exhibits

(a) Financial statements of businesses acquired.

--Not applicable.

(b) Pro forma financial information.

The following unaudited pro forma condensed consolidated financial statements, together with the introductory language thereto, are included herein as Exhibit 2.1:

(1) Unaudited Pro Forma Condensed Consolidated Statements of Operations for the year ended December 31, 1999 and the three months ended March 31, 2000

(2) Notes to Unaudited Pro Forma Condensed Consolidated Statements of Operations

(3) Unaudited Pro Forma Condensed Consolidated Balance Sheet as of March 31, 2000

(4) Notes to Unaudited Pro Forma Condensed Consolidated Balance Sheet

(c) Exhibits

Exhibit No.	Description
2.1	Unaudited Pro Forma Condensed Consolidated Financial Statements of Crown Castle International Corp.
99.1	Press Release dated June 5, 2000.
99.2	Amendment No. 1 to Disposition Agreement among Crown Castle International Corp., Crown Castle UK Holdings Limited, France Telecom S.A., Telediffusion de France International S.A., and Transmission Future Networks B.V. and the financial institutions that have executed counterpart signature pages thereto, dated June 5, 2000.

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/ Wesley D. Cunningham

Name: Wesley D. Cunningham

Title: Senior Vice President,
Corporate Controller and
Chief Accounting Officer

Date: June 6, 2000

EXHIBIT INDEX

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UNAUDITED PRO FORMA CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

The following unaudited pro forma condensed consolidated financial statements are based on the historical financial statements of CCIC and the historical financial statements of the entities acquired by CCIC during the periods presented, adjusted to give effect to the following transactions:

(1) the 1999 debt and equity offerings and the issuance of the convertible preferred stock and warrants in the GE Capital transaction;

(2) the Bell Atlantic joint venture;

(3) the BellSouth transaction;

(4) the Powertel acquisition; and

(5) the recent borrowings under the term loans.

The Unaudited Pro Forma Condensed Consolidated Statements of Operations for the year ended December 31, 1999 and the three months ended March 31, 2000 give effect to these transactions as if they had occurred as of January 1, 1999. The Unaudited Pro Forma Condensed Consolidated Balance Sheet gives effect to the transaction described in clause (5) above as if it had been completed as of March 31, 2000. The pro forma adjustments are described in the accompanying notes and are based upon available information and certain assumptions that management believes are reasonable.

Included in the notes accompanying the pro forma financial statements are tables summarizing the unaudited pro forma results of operations and balance sheet for CCIC and its subsidiaries that are restricted by covenants in our high yield debt instruments. These subsidiaries exclude our U.K. subsidiaries and the Bell Atlantic joint venture, both of which are designated as unrestricted subsidiaries under our high yield debt instruments.

The pro forma financial statements do not purport to represent what CCIC's results of operations or financial condition would actually have been had these transactions in fact occurred on such dates or to project CCIC's results of operations or financial condition for any future date or period. The pro forma financial statements should be read in conjunction with the consolidated financial statements and related notes and "Management's Discussion and Analysis of Financial Condition and Results of Operations" included in CCIC's most recent annual report on Form 10-K and quarterly report on Form 10-Q.

The Bell Atlantic joint venture and the Powertel acquisition are accounted for under the purchase method of accounting. The total purchase price for the Bell Atlantic joint venture and the Powertel acquisition has been allocated to the identifiable tangible and intangible assets and liabilities of the applicable acquired business based upon CCIC's estimate of their fair values with the remainder allocated to goodwill and other intangible assets.

In April 2000, CCIC (1) paid $538.8 million in cash (of which $395.9 million resulted from borrowings under the term loans) in connection with closings for the GTE Wireless, Optus, BellSouth and BellSouth DCS transactions and (2) used $50.0 million in funds from an escrow account in connection with a closing for the GTE Wireless transaction. The effect of these payments has not been reflected in the Unaudited Pro Forma Condensed Consolidated Balance Sheet.

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS

Year Ended December 31, 1999
(Dollars in thousands, except per share amounts)

	Historical CCIC	Adjustments for 1999 Offerings	Historical 1999 Acquisitions(c)	Adjustments for 1999 Acquisitions and Bell South Transaction	Adjustments for 2000 Term Loans	Pro Forma for 1999 Transactions and 2000 Term Loans
Net revenues:						
Site rental and broadcast transmission.........	$ 267,894	$ --	$ 5,569	$ 35,671 (d)	$ --	$ 309,134
Network services and other................	77,865	--	--	--	--	77,865
Total net revenues...	345,759	--	5,569	35,671	--	386,999
Operating expenses:						
Costs of operations:						
Site rental and broadcast transmission........	114,436	--	7,948	7,207 (e)	--	129,591
Network services and other...............	42,312	--	--	--	--	42,312
General and administrative.......	43,823	--	--	10,878 (f)	--	54,701
Corporate development..........	5,403	--	--	--	--	5,403
Restructuring charges..............	5,645	--	--	--	--	5,645
Non-cash compensation charges..............	2,173	--	--	--	--	2,173
Depreciation and amortization.........	130,106	--	5,532	27,887 (g)	--	163,525
	343,898	--	13,480	45,972	--	403,350
Operating income (loss).................	1,861	--	(7,911)	(10,301)	--	(16,351)
Other income (expense):						
Interest and other income (expense).....	17,731	--	--	--	--	17,731
Interest expense and amortization of deferred financing costs...............	(110,908)	(36,947)(a)	--	(4,428)(h)	(47,250)(j)	(199,533)
Income (loss) before income taxes, minority interests and cumulative effect of change in accounting principle.............	(91,316)	(36,947)	(7,911)	(14,729)	(47,250)	(198,153)
Provision for income taxes..................	(275)	--	--	--	--	(275)
Minority interests......	(2,756)	--	--	1,224 (i)	--	(1,532)
Income (loss) before cumulative effect of change in accounting principle.............	(94,347)	(36,947)	(7,911)	(13,505)	(47,250)	(199,960)
Cumulative effect of change in accounting principle for costs of start-up activities....	(2,414)	--	--	--	--	(2,414)
Net income (loss).......	(96,761)	(36,947)	(7,911)	(13,505)	(47,250)	(202,374)
Dividends on preferred stock.................	(28,881)	(14,916)(b)	--	--	--	(43,797)
Net income (loss) after deduction of dividends on preferred stock.....	$(125,642)	$(51,863)	$(7,911)	$(13,505)	$(47,250)	$(246,171)

Per common share--basic

and diluted:		
Loss before cumulative effect of change in accounting principle...	$ (0.94)	$ (1.54)
Cumulative effect of change in accounting principle..............	(0.02)	(0.02)
Net loss................	$ (0.96)	$ (1.56)
Common shares outstanding--basic and diluted (in thousands).............	131,466	158,016

See Notes to Unaudited Pro Forma Condensed Consolidated Statements of Operations

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED STATEMENT OF OPERATIONS

Three Months Ended March 31, 2000
(Dollars in thousands, except per share amounts)

	Historical CCIC	Adjustments for 2000 Term Loans	Pro Forma for 2000 Term Loans
Net revenues:			
Site rental and broadcast transmission..	$ 93,741	$ --	$ 93,741
Network services and other..............	30,503	--	30,503
Total net revenues....................	124,244	--	124,244
Operating expenses:			
Costs of operations:			
Site rental and broadcast transmission.........................	40,287	--	40,287
Network services and other............	15,901	--	15,901
General and administrative..............	14,853	--	14,853
Corporate development...................	2,071	--	2,071
Non-cash compensation charges...........	461	--	461
Depreciation and amortization...........	45,122	--	45,122
	118,695	--	118,695
Operating income (loss)..................	5,549	--	5,549
Other income (expense):			
Interest and other income (expense).....	5,704	--	5,704
Interest expense and amortization of deferred financing costs..............	(41,761)	(12,907)(j)	(54,668)
Income (loss) before income taxes, minority interests and extraordinary item....................................	(30,508)	(12,907)	(43,415)
Provision for income taxes................	(11)	--	(11)
Minority interests........................	(1,541)	--	(1,541)
Income (loss) before extraordinary item...	(32,060)	(12,907)	(44,967)
Extraordinary item--loss on early extinguishment of debt..................	(1,495)	--	(1,495)
Net income (loss).........................	(33,555)	(12,907)	(46,462)
Dividends on preferred stock..............	(11,493)	--	(11,493)
Net income (loss) after deduction of dividends on preferred stock.............	$(45,048)	$(12,907)	$(57,955)
Per common share--basic and diluted:			
Loss before extraordinary item............	$ (0.27)		$ (0.36)
Extraordinary item........................	(0.01)		(0.01)
Net loss..................................	$(0.28)		$ (0.37)
Common shares outstanding--basic and diluted (in thousands)..................	158,566		158,566

See Notes to Unaudited Pro Forma Condensed Consolidated Statements of Operations

Notes to Unaudited Pro Forma Condensed Consolidated Statements of Operations
(Dollars in thousands)

(a) Reflects:
  (1) increase in interest expense as a result of the issuance of the notes in the 1999 debt offerings of $36,132; and
  (2) amortization of deferred financing costs related to the notes issued in the 1999 debt offerings of $815.

(b) Reflects the increase in dividends attributable to the issuance of the convertible preferred stock.

(c) Reflects:
  (1) the historical results of operations of the tower operations contributed to the Bell Atlantic joint venture, comprising net revenues, costs of operations and depreciation and amortization of $3,705, $5,359 and $1,899, respectively; and
  (2) the historical results of operations of the tower operations acquired in the Powertel acquisition, comprising net revenues, costs of operations and depreciation and amortization of $1,864, $2,589 and $3,633, respectively.

(d) Reflects:
  (1) additional revenues to be recognized by the Bell Atlantic joint venture under the global lease and the formation agreement of $8,092;
  (2) additional revenues to be recognized by CCIC in connection with the BellSouth transaction for the sublease of tower space by BellSouth, including $16,842 in revenues to be received from BellSouth and $4,552 in revenues to be received from other tenants; and
  (3) additional revenues to be recognized by CCIC in connection with the Powertel acquisition under the master site agreements of $6,185.

(e) Reflects additional costs to be incurred for ground rents in connection with the BellSouth agreement.

(f) We expect that the Bell Atlantic joint venture will incur incremental operating expenses as a stand-alone entity. Such incremental expenses are estimated to amount to approximately $1,313 for the year ended December 31, 1999. In addition, we expect that we will incur incremental operating expenses as a result of the BellSouth transaction and the Powertel acquisition. Such incremental expenses are estimated to amount to approximately $9,565 for the year ended December 31, 1999. These incremental operating expenses are based on management's best estimates rather than any contractual obligations.

(g) Reflects the incremental depreciation of property and equipment as a result of:
  (1) the Bell Atlantic joint venture for $6,222;
  (2) the BellSouth transaction for $19,282; and
  (3) the Powertel acquisition for $2,383.

  Property and equipment is being depreciated over twenty years.

(h) Reflects additional interest expense attributable to borrowings under the credit facility entered into by the Bell Atlantic joint venture. Such borrowings were initially estimated to incur interest at a rate of 9.25% per annum.

(i) Reflects the minority partner's 38.5% interest in the Bell Atlantic joint venture's operations.

(j) Reflects:
  (1) increase in interest expense as a result of borrowings under the term loans of $46,875 for the year ended December 31, 1999 and $12,813 for the three months ended March 31, 2000; and
  (2) amortization of deferred financing costs related to the term loans of $375 for the year ended December 31, 1999 and $94 for the three months ended March 31, 2000.

  Borrowings under the term loans were initially incurring interest at a rate of 10.06% per annum, with such interest rate increasing on a periodic basis.

The following tables summarize the unaudited pro forma results of operations for the restricted group under our high yield debt instruments. Such information is not intended as an alternative measure of the operating results as would be determined in accordance with generally accepted accounting principles.

	Year Ended December 31, 1999		
	Pro Forma for 1999 Transactions and 2000 Term Loans	Exclusion of Unrestricted Subsidiaries	Restricted Group Pro Forma for 1999 Transactions and 2000 Term Loans
Net revenues:			
Site rental and broadcast transmission.................	$ 309,134	$(221,398)	$ 87,736
Network services and other....	77,865	(31,981)	45,884
Total net revenues..........	386,999	(253,379)	133,620
Operating expenses:			
Costs of operations:			
Site rental and broadcast transmission...............	129,591	(99,095)	30,496
Network services and other..	42,312	(20,275)	22,037
General and administrative....	54,701	(12,084)	42,617
Corporate development.........	5,403	(819)	4,584
Restructuring charges.........	5,645	--	5,645
Non-cash compensation charges......................	2,173	(769)	1,404
Depreciation and amortization.................	163,525	(95,873)	67,652
	403,350	(228,915)	174,435
Operating income (loss).........	(16,351)	(24,464)	(40,815)
Other income (expense):			
Interest and other income (expense)....................	17,731	(7,797)	9,934
Interest expense and amortization of deferred financing costs.............	(199,533)	44,995	(154,538)
Income (loss) before income taxes, minority interests and cumulative effect of change in accounting principle...........	(198,153)	12,734	(185,419)
Provision for income taxes......	(275)	--	(275)
Minority interests..............	(1,532)	1,532	--
Income (loss) before cumulative effect of change in accounting principle......................	(199,960)	14,266	(185,694)
Cumulative effect of change in accounting principle for costs of start-up activities.........	(2,414)	--	(2,414)
Net income (loss)...............	(202,374)	14,266	(188,108)
Dividends on preferred stock....	(43,797)	--	(43,797)
Net income (loss) after deduction of dividends on preferred stock................	$(246,171)	$ 14,266	$(231,905)

	Three Months Ended March 31, 2000		
	Pro Forma for 2000 Term Loans	Exclusion of Unrestricted Subsidiaries	Restricted Group Pro Forma for 2000 Term Loans
Net revenues:			
Site rental and broadcast transmission	$ 93,741	$(62,371)	$ 31,370
Network services and other	30,503	(12,414)	18,089
Total net revenues	124,244	(74,785)	49,459
Operating expenses:			
Costs of operations:			
Site rental and broadcast transmission	40,287	(28,622)	11,665
Network services and other	15,901	(8,134)	7,767
General and administrative	14,853	(2,823)	12,030
Corporate development	2,071	(285)	1,786
Non-cash compensation charges	461	(54)	407
Depreciation and amortization	45,122	(23,672)	21,450
	118,695	(63,590)	55,105
Operating income (loss)	5,549	(11,195)	(5,646)
Other income (expense):			
Interest and other income (expense)	5,704	(656)	5,048
Interest expense and amortization of deferred financing costs	(54,668)	12,661	(42,007)
Income (loss) before income taxes, minority interests and extraordinary item	(43,415)	810	(42,605)
Provision for income taxes	(11)	--	(11)
Minority interests	(1,541)	1,441	(100)
Income (loss) before extraordinary item	(44,967)	2,251	(42,716)
Extraordinary item--loss on early extinguishment of debt	(1,495)	--	(1,495)
Net income (loss)	(46,462)	2,251	(44,211)
Dividends on preferred stock	(11,493)	--	(11,493)
Net income (loss) after deduction of dividends on preferred stock	$(57,955)	$ 2,251	$(55,704)

UNAUDITED PRO FORMA CONDENSED CONSOLIDATED BALANCE SHEET

As of March 31, 2000
(Dollars in thousands)

	Historical CCIC	Adjustments for 2000 Term Loans	Pro Forma for 2000 Term Loans
Assets:			
Current assets:			
Cash and cash equivalents	$ 509,505	$395,875(a)	$ 905,380
Receivables	88,041	--	88,041
Inventories	24,948	--	24,948
Prepaid expenses and other current assets	12,897	--	12,897
Total current assets	635,391	395,875	1,031,266
Property and equipment, net	2,851,855	--	2,851,855
Escrow deposit for acquisition	50,000	--	50,000
Goodwill and other intangible assets, net	595,166	--	595,166
Deferred financing costs and other assets, net	80,100	4,125(b)	84,225
	$4,212,512	$400,000	$4,612,512
Liabilities and Stockholders' Equity:			
Current liabilities:			
Accounts payable	$ 43,640	$ --	$ 43,640
Other current liabilities	99,824	--	99,824
Long-term debt, current maturities	--	--	--
Total current liabilities	143,464	--	143,464
Long-term debt	1,892,566	400,000(c)	2,292,566
Other liabilities	75,250	--	75,250
Total liabilities	2,111,280	400,000	2,511,280
Minority interests	74,529	--	74,529
Redeemable preferred stock	430,291	--	430,291
Stockholders' equity	1,596,412	--	1,596,412
	$4,212,512	$400,000	$4,612,512

See Notes to Unaudited Pro Forma Condensed Consolidated Balance Sheet

Notes to Unaudited Pro Forma Condensed Consolidated Balance Sheet
(Dollars in thousands)

(a) Reflects the following adjustments to cash and cash equivalents:

(1) Increase resulting from borrowings under the term loans......	$400,000
(2) Decrease resulting from the payment of fees and expenses related to the term loans....................................	(4,125)
Total adjustments to cash and cash equivalents.................	$395,875

(b) Reflects deferred financing costs resulting from the payment of fees and expenses related to the term loans.

(c) Reflects the increase resulting from borrowings under the term loans.

The following table summarizes the adjustments for the 2000 term loans, with increases to liabilities balances shown as negative amounts:

	Adjustment Reference		
	(a)(1),(c)	(a)(2),(b)	Total
Cash and cash equivalents................	$ 400,000	$(4,125)	$ 395,875
Deferred financing costs and other assets, net............................	--	4,125	4,125
Long-term debt...........................	(400,000)	--	(400,000)
	$ --	$ --	$ --

The following table summarizes the unaudited pro forma balance sheet for the restricted group under our high yield debt instruments. Such information is not intended as an alternative measure of financial position as determined in accordance with generally accepted accounting principles.

	As of March 31, 2000		
	Pro Forma for 2000 Term Loans	Exclusion of Unrestricted Subsidiaries	Restricted Group Pro Forma for 2000 Term Loans
Assets:			
Current assets:			
Cash and cash equivalents	$ 905,380	$ (34,498)	$ 870,882
Receivables	88,041	(39,877)	48,164
Inventories	24,948	(15,489)	9,459
Prepaid expenses and other current assets	12,897	(9,272)	3,625
Total current assets	1,031,266	(99,136)	932,130
Property and equipment, net	2,851,855	(1,144,906)	1,706,949
Escrow deposit for acquisition	50,000	--	50,000
Investments in Unrestricted Subsidiaries	--	999,931	999,931
Goodwill and other intangible assets, net	595,166	(460,598)	134,568
Deferred financing costs and other assets, net	84,225	(11,574)	72,651
	$4,612,512	$ (716,283)	$3,896,229
Liabilities and Stockholders' Equity:			
Current liabilities:			
Accounts payable	$ 43,640	$ (19,725)	$ 23,915
Other current liabilities	99,824	(66,054)	33,770
Long-term debt, current maturities	--	--	--
Total current liabilities	143,464	(85,779)	57,685
Long-term debt	2,292,566	(504,874)	1,787,692
Other liabilities	75,250	(69,490)	5,760
Total liabilities	2,511,280	(660,143)	1,851,137
Minority interests	74,529	(56,140)	18,389
Redeemable preferred stock	430,291	--	430,291
Stockholders' equity	1,596,412	--	1,596,412
	$4,612,512	$ (716,283)	$3,896,229

EXHIBIT 99.1

News Release

FOR IMMEDIATE RELEASE

FRANCE TELECOM TO SELL 24.9 MILLION SHARES OF CROWN CASTLE INTERNATIONAL CORP. STOCK

June 5, 2000, HOUSTON, TEXAS and PARIS, FRANCE - Crown Castle International Corp. (NASDAQ - TWRS) announced today that France Telecom has agreed to sell 24,942,360 shares of Crown Castle common stock through Salomon Smith Barney Inc. and Goldman, Sachs & Co. in an underwritten public offering for approximately $693.1 million, net of underwriting discounts. The sale is scheduled to settle on June 8, 2000, and is subject to customary closing conditions.

When the offering is closed, France Telecom will relinquish its governance rights in Crown Castle and its subsidiaries. Within thirty days of the closing, France Telecom will sell its remaining interests in Crown Castle (approximately 17.7 million shares of common stock, assuming the conversion or exercise of all Crown Castle securities held by France Telecom, including the exchange of shares and warrants in Crown Castle's UK subsidiary) to one or more financial institutions, who will be required to agree to hold these shares for a one year lock-up period. The financial institutions will be required to vote their shares on any matter submitted to Crown Castle's shareholders in the same proportion as the votes cast with respect to all other outstanding shares of Crown Castle common stock. After the lock-up period, the financial institutions will have the right to sell the remaining shares, including in a registered offering. After two years, Crown Castle will have the right to require the financial institutions to sell the remaining shares.

The offering of the shares will be made only by means of a prospectus, copies of which may be obtained from Salomon Smith Barney Inc., The Brooklyn Army Terminal, 140 58th Street, 8th Floor, Brooklyn, New York, 11220 and Goldman, Sachs & Co., 85 Broad Street, New York, New York 10004.

# # #

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EXHIBIT 99.2

EXECUTION VERSION

AMENDMENT NO. 1 to DISPOSITION AGREEMENT (this "Agreement") dated as of the 5th day of June, 2000, among CROWN CASTLE INTERNATIONAL CORP., a Delaware corporation (the "Company"), CROWN CASTLE UK HOLDINGS LIMITED, a company incorporated under the laws of England and Wales ("CCUK"), which was formerly known as Castle Transmission Services (Holdings) Ltd, FRANCE TELECOM S.A., a company incorporated under the laws of France ("FT"), TELEDIFFUSION DE FRANCE INTERNATIONAL S.A. ("TDF"), a wholly owned indirect subsidiary of FT and a company incorporated in France, and TRANSMISSION FUTURE NETWORKS B.V., a wholly owned indirect subsidiary of FT and a company organized under the laws of the Netherlands ("TFN"), and the FINANCIAL INSTITUTIONS (the "Financial Institutions") that have executed counterpart signature pages thereto.

W I T N E S S E T H :

WHEREAS the Company, CCUK, FT, TDF and TFN have entered into a Disposition Agreement (the "Disposition Agreement") dated as of the 17th day of May, 2000; and

WHEREAS, the Company, CCUK, FT, TDF and TFN desire to enter into this Amendment to amend the Disposition Agreement.

Capitalized terms used and not otherwise defined in this Amendment shall have the respective meanings assigned to them in the Disposition Agreement, as amended hereby.

NOW, THEREFORE, the Company, CCUK, FT, TDF and TFN, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE I

Amendment to Disposition Agreement

SECTION 1.01. Amendment to Disposition Agreement. Upon the effectiveness of this Amendment, the Disposition Agreement shall be and is hereby amended as set forth in paragraph (a) below.

(a) The reference to "one Business Day" in the first clause of the first sentence of Section 4.01(a) shall be replaced by the phrase "30 calendar days".

SECTION 1.02. Disposition Agreement. Except as expressly amended or modified herein, the Disposition Agreement (as amended hereby) shall continue in full force and effect in accordance with the provisions hereof and thereof as in existence on the date hereof. After the date hereof, any reference to the Disposition Agreement, shall mean the Disposition Agreement as amended by this Amendment.

ARTICLE II

Miscellaneous

SECTION 2.01. Amendment and Waiver. This Amendment may not be amended, supplemented or discharged, and no provision hereof may be modified, except expressly by an instrument in writing signed by the parties hereto. Any term or provision of this Amendment may be waived, but only in writing by the party which is entitled to the benefit thereof. No waiver of any provision hereof by any party shall constitute a waiver thereof by any other party nor shall any such waiver constitute a continuing waiver of any matter by such party.

SECTION 2.02. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute but one instrument. It shall not be necessary for each party to sign each counterpart so long as every party has signed at least one counterpart.

SECTION 2.03. Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Amendment shall be in writing and may be given by any of the following methods: (a) personal delivery; (b) facsimile transmission; (c) registered or certified mail, postage prepaid, return receipt requested; or (d) overnight delivery service. Notices shall be sent to the appropriate party at its address or facsimile number given below (or at such other address or facsimile number for such party as shall be specified by notice given hereunder):

If to the Company: Crown Castle International Corp.
510 Bering Drive, Suite 500
Houston, TX 77057
Fax: (713) 570-3150
Attn: General Counsel

with a copy to: Cravath, Swaine & Moore
Worldwide Plaza
825 Eighth Avenue
New York, NY 10019
Fax: (212) 474-3700
Attn: Stephen L. Burns, Esq.

If to the FT Group: France Telecom
6, place d'Alleray
77505 Paris Cedex 15
France
Fax: 33 1 44 44 98 03
Attn: Eric Bouvier

with a copy to: Allen & Overy
10 East 50th Street
New York, NY 10022
Fax: (212) 610-6399
Attn: Cathleen E. McLaughlin, Esq.

if to a holder of Restricted Shares: To the address set forth in the counterpart pursuant to which such holder becomes a party to the Disposition Agreement.

All such notices, requests, demands, waivers and communications shall be deemed received upon (i) actual receipt thereof by the addressee, (ii) actual delivery thereof to the appropriate address or (iii) in the case of a facsimile transmission, upon transmission thereof by the sender and issuance by the transmitting machine of a confirmation slip that the number of pages constituting the notice have been transmitted without error. In the case of notices sent by facsimile transmission, the sender shall contemporaneously mail a copy of the notice to the addressee at the address provided for above. However, such mailing shall in no way alter the time at which the facsimile notice is deemed to be received or the validity of such facsimile notice.

SECTION 2.04. Binding Effect; Assignment. This Amendment and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns; provided, however, that the provisions hereof shall not be binding upon and shall not inure to the benefit of any Financial Institution unless and until it has executed a counterpart to the Disposition Agreement. Neither this Amendment nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, including by operation of law, by any party hereto.

SECTION 2.05. Entire Agreement. This Amendment constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior agreements and understandings, both written and oral, between the parties or any of them with respect to the subject matter hereof.

SECTION 2.06. Expenses. Except as otherwise set forth in the Disposition Agreement, each of the parties hereto shall pay its own costs and expenses incurred in connection with this Amendment and the transactions contemplated hereby, including the fees and expenses of counsel, irrespective of when incurred.

SECTION 2.07. Applicable Law and Jurisdiction; Service of Process. (a) This Amendment shall be construed in accordance with and governed by the law of the State of New York, regardless of the laws that might otherwise apply under applicable principles of conflicts of laws thereof.

(b) Any controversy, dispute or claim arising out of, in connection with, or in relation to the interpretation, performance or breach of this Amendment or otherwise arising out of the execution hereof, including any claim based on contract, tort or statute, shall be determined, at the request of any party, by arbitration conducted in New York, New York, before and in accordance with the then-existing Rules for commercial Arbitration of the American Arbitration Association (the "Rules"), and any judgment or award rendered by the arbitrator shall be final, binding and unappealable. Any state or federal court having jurisdiction may enter a judgment, or issue an injunction or other equitable relief, on such award. Each of the parties hereby irrevocably and unconditionally submits, for itself and its property, to the jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, for purposes of entering such judgment or issuing such injunction or other equitable relief. The pre-trial discovery procedures of the Federal Rules of Civil Procedure shall apply to any arbitration hereunder. Any controversy concerning whether a dispute is an arbitrable dispute or as to the interpretation or enforceability of this paragraph shall be determined by the arbitrator. The arbitrator shall be a neutral arbitrator who has expertise in the subject matter(s) of the dispute. The parties intend that the provisions to arbitrate set forth herein be valid, enforceable and irrevocable. The designation of the situs or a governing law for this Amendment or the arbitration shall not be deemed an election to preclude application of the Federal Arbitration Act, if it would be applicable. In the arbitrator's award the arbitrator shall allocate, in such arbitrator's discretion, among the parties to the arbitration all costs of the arbitration, including the fees and expenses of the arbitrator and reasonable attorneys' fees, costs and expert witness expenses of the parties.

The parties agree to comply with any award made in any such arbitration proceedings that has become final in accordance with the Rules and agree to the entry of a judgment in any jurisdiction upon any award rendered in such proceedings becoming final under the Rules. The arbitrator shall be entitled, if appropriate, to award any remedy in such proceedings permitted in a civil proceeding under the laws of the State of New York including, if appropriate, monetary damages, specific performance and all other forms of legal and equitable relief.

SECTION 2.08. Article and Section Headings. The article, section and other headings contained in this Amendment and the exhibits and annexes hereto are for reference purposes only and shall not affect the meaning or interpretation of this Amendment. When a reference is made in this Amendment to a Section, such reference shall be to a Section of this Amendment unless otherwise indicated.

SECTION 2.09. Specific Enforcement. The parties hereto acknowledge and agree that irreparable damage would occur in the event any of the provisions of this Amendment were not performed in accordance with their specific terms or were otherwise breached for which money damages would not be an adequate remedy. It is accordingly agreed that, notwithstanding Section 2.07, so long as permitted by applicable law, the parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Amendment and to enforce specifically the terms and provisions hereof without the necessity of proving the inadequacy of money damages as a remedy.

SECTION 2.10. Severability. Should any provision of this Amendment for any reason be declared invalid or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions of this Amendment, which remaining provisions shall remain in full force and effect and the application of such invalid or unenforceable provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and enforced to the fullest extent permitted by law.

SECTION 2.11. Publicity. Except as otherwise required by any applicable law, court process or the rules of a national securities exchange or the Nasdaq National Market, for so long as this Amendment is in effect, none of any member of the FT Group, the Financial Institutions, the Company or CCUK shall issue or cause the publication of any press release or other public announcement with respect to the transactions contemplated by this Amendment without the consent of each other party to this Amendment, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, each party hereto has executed this Amendment as of the day and year first above written.

CROWN CASTLE INTERNATIONAL CORP.,

by /s/ E. BLAKE HAWK

Name: E. Blake Hawk
Title: Executive Vice President

CROWN CASTLE UK HOLDINGS LIMITED,

by /s/ CHARLES C. GREEN, III

Name: Charles C. Green, III
Title: Director

FRANCE TELECOM S.A.,

by /s/ ERIC BOUVIER

Name: Eric Bouvier
Title: Senior Vice President

TELEDIFFUSION DE FRANCE
INTERNATIONAL S.A.,

by /s/ ERIC BOUVIER

Name: Eric Bouvier
Title: Senior Vice President

TRANSMISSION FUTURE NETWORKS B.V.

by /s/ ERIC BOUVIER

Name: Eric Bouvier
Title: Senior Vice President