

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

Amendment No. 1
to
SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

Crown Castle International Corp.

(Name of Issuer)

Common Stock, Par Value \$0.01 Per Share

(Title of Class of Securities)

228227104

(CUSIP Number)

David V. Smalley
Debevoise & Plimpton
International Financial Centre
Old Broad Street
London EC2N 1HQ
United Kingdom
(011) (44) (171) 786-9000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and
Communications)

September 28 - October 25, 1999

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of (S) (S) 240.13d-1(3), 240.13d-1(f) or 240.13d-1(g), check the following box ☐.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See (S) 240.13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on the following pages)

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Candover Investments plc

2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>

3	SEC USE ONLY

4	SOURCE OF FUNDS N.A.

5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>

6	CITIZENSHIP OR PLACE OF ORGANIZATION England

7	SOLE VOTING POWER
NUMBER OF	8,953,300
SHARES	-----
8	SHARED VOTING POWER
BENEFICIALLY	0
OWNED BY	-----
9	SOLE DISPOSITIVE POWER
EACH	8,953,300
REPORTING	-----
PERSON	SHARED DISPOSITIVE POWER
WITH	10
	0

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 81,903,623 (Includes all Shares beneficially owned by persons reporting on the Original Schedule 13D)

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>

13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 56.52%

14	TYPE OF REPORTING PERSON IV

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Candover (Trustees) Limited

2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>

3	SEC USE ONLY

4	SOURCE OF FUNDS N.A.

5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>

6	CITIZENSHIP OR PLACE OF ORGANIZATION England

7	SOLE VOTING POWER
NUMBER OF	164,583
SHARES	-----
BENEFICIALLY	8 SHARED VOTING POWER
OWNED BY	0
EACH	-----
9	SOLE DISPOSITIVE POWER
REPORTING	164,583
PERSON	-----
WITH	10 SHARED DISPOSITIVE POWER
	0

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 81,903,623 (Includes all Shares beneficially owned by persons reporting on the Original Schedule 13D)

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>

13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 56.52%

14	TYPE OF REPORTING PERSON IV

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Candover Partners Limited (as general partner of the Candover 1994 UK Limited Partnership, the Candover 1994 UK No. 2 Limited Partnership, the Candover 1994 US No. 1 Limited Partnership and the Candover 1994 US No. 2 Limited Partnership)

2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>

3	SEC USE ONLY

4	SOURCE OF FUNDS N.A.

5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>

6	CITIZENSHIP OR PLACE OF ORGANIZATION England

7	SOLE VOTING POWER
NUMBER OF	6,948,092
SHARES	-----
8	SHARED VOTING POWER
BENEFICIALLY	0
OWNED BY	-----
9	SOLE DISPOSITIVE POWER
EACH	6,948,092
REPORTING	-----
PERSON	SHARED DISPOSITIVE POWER
WITH	0

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 81,903,623 (Includes all Shares beneficially owned by persons reporting on the Original Schedule 13D)

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>

13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 56.52%

14	TYPE OF REPORTING PERSON IV

1	NAME OF REPORTING PERSON S.S. OR I.R.S. IDENTIFICATION NO. OF ABOVE PERSON Candover Services Limited

2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>

3	SEC USE ONLY

4	SOURCE OF FUNDS N.A.

5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) <input type="checkbox"/>

6	CITIZENSHIP OR PLACE OF ORGANIZATION England

	7 SOLE VOTING POWER
NUMBER OF	6,948,092
SHARES	-----
	8 SHARED VOTING POWER
BENEFICIALLY	0
OWNED BY	-----
EACH	9 SOLE DISPOSITIVE POWER
REPORTING	6,948,092
PERSON	-----
	10 SHARED DISPOSITIVE POWER
WITH	0

11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 81,903,623 (Includes all Sharees beneficially owned by persons reporting on the Original Schedule 13D)

12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>

13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 56.52%

14	TYPE OF REPORTING PERSON IV

Amendment No.1 to a Statement on Schedule 13D

This Amendment No.1 amends the Statement on Schedule 13D relating to the common stock, par value \$.01 per share (the "Shares"), of Crown Castle

International Corp., a Delaware corporation (the "Company") filed with the

Securities and Exchange Commission (the "Commission") on September 1, 1998 (the

"Original Schedule 13D"). This Statement is being filed on behalf of the

reporting persons (each a "Candover Reporting Person," and collectively the

"Candover Reporting Persons") identified on the cover pages of this Amendment

No. 1. Information in respect of each Candover Reporting Person is given solely
by such Candover Reporting Person and no Candover Reporting Person has
responsibility for the accuracy or completeness of information supplied by any
other Candover Reporting Person.

Item 1. Security and Issuer.

This Item is not amended.

Item 2. Identity and Background.

This Item is amended only to the following extent:

The paragraph headed "Candover Partners Limited (as general partner of the

Candover 1994 UK Limited Partnership, the Candover 1994 UK No.2 Limited

Partnership, the Candover 1994 US No.1 Limited Partnership and the

Candover 1994 US No.2 Limited Partnership)" is deleted and replaced with

the following paragraph:

"Candover Partners Limited (as general partner of the Candover 1994 UK

Limited Partnership, the Candover 1994 UK No.2 Limited Partnership, the

Candover 1994 US No.1 Limited Partnership and the Candover 1994 US No.2

Limited Partnership)

Candover Partners is an English company with its principal
executive office located at 20 Old Bailey, London EC4M 7LN. The principal
business of Candover Partners is to analyze and make investment decisions
in its role as general partner of the various limited partnerships
constituting the Candover 1989, 1991, 1994 and 1997 Funds. Candover
Partners is regulated by the Investment Management Regulatory Organisation
of the U.K. ("IMRO"). Candover Partners is a majority owned direct
subsidiary of Candover Services and a wholly owned indirect subsidiary of
Candover Investments."

Item 3. Source and Amount of Funds or Other Consideration.

This Item is supplemented as follows:

Over the period from September 28, 1999 to October 25, 1999, the Candover Reporting Persons sold 2,376,900 Shares in the aggregate pursuant to Rule 144 under the Securities Act of 1933, as amended. The number of Shares sold on behalf of each Candover Reporting Person is set forth in the following table:

Seller -----	Number of Shares Sold -----
Candover Investments plc ("Candover Investments") -----	488,693
Candover Partners Limited ("Candover Partners") ----- (as general partner of the Candover 1994 UK Limited Partnership)	965,259
Candover Partners (as general partner of the Candover 1994 UK No.2 Limited Partnership)	261,459
Candover Partners (as general partner of the Candover 1994 US No.1 Limited Partnership)	46,824
Candover Partners (as general partner of the Candover 1994 US No.2 Limited Partnership)	570,931
Candover (Trustees) Limited ("Candover Trustees") -----	43,734

More detailed information relating to such sales, including the average daily sale price and the number of Shares sold on a daily basis, is attached as Schedule A hereto, which schedule is hereby incorporated into this Item 3 by reference in its entirety.

Form 144 notices relating to such sales were filed with the Commission on September 28, 1999 and October 1, 1999. See Exhibits 1 through 12 hereto. Sales were made on Nasdaq through Lehman Brothers, Inc. ("Lehman Brothers"), a

registered broker under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Sales made in September were reported on a Form 4, filed with
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the Commission on October 7, 1999. See Exhibit 13 hereto. Sales made in October were reported on a Form 4, filed with the Commission on November 1, 1999. See Exhibit 14 hereto.

Item 4. Purpose of Transaction.

This Item is supplemented as follows:

The purposes of the sales by the Candover Reporting Persons described in Item 3 above were to diversify the equity holdings of the Candover Reporting Persons and to realize part of the value of the investment in the Shares for the benefit of the investors in the partnerships on whose behalf Candover Partners made sales.

Additional sales may be made in the future for such purposes or for other purposes. Although each of the Candover Reporting Persons believes that the Shares that it beneficially owns are an attractive investment, each of the Candover Reporting Persons on an individual basis continues to monitor and evaluate its investment in the Company in light of pertinent factors, including without limitation the following: (i) the Company's business, operations,

assets, financial condition and prospects; (ii) market, general economic and other conditions; and (iii) other investment opportunities available to one or

more of the Candover Reporting Persons. Candover Partners also monitors and evaluates the Shares it holds in light of its obligations as the general partner of the Candover 1994 UK Limited Partnership, the Candover 1994 UK No.2 Limited Partnership, the Candover 1994 US No.1 Limited Partnership and the Candover 1994 US No.2 Limited Partnership (collectively the "Candover Partnerships").

Candover Trustees also monitors and evaluates the Shares it holds in light of its obligations as the trustee of the Candover Staff Co-Investment Scheme.

In light of the foregoing factors, and the plans and requirements of the Candover Reporting Persons from time to time, some or all of the Candover Reporting Persons may decide to: (i) dispose of some or all of the securities of

the Company which they beneficially own; or (ii) acquire additional securities of the Company. The Candover Reporting Persons reserve the right, either individually or in any combination among themselves or together with one or more stockholders of the Company, to decide in the future to take or cause to be taken one or more of the foregoing actions. There can be no assurance that any of the foregoing transactions will occur or as to the timing of any such transactions.

Except as set forth above, none of the Candover Reporting Persons has plans or proposals with respect to any of the matters set forth in paragraphs (a) through (j) of Item 4 of Schedule 13D.

The Candover Reporting Persons disclaim that they are part of a group (as such term is set forth in Rule 13(d) under the Exchange Act). Additionally, each Candover Reporting Person disclaims beneficial ownership of all Shares which are not directly owned of record by such Candover Reporting Person.

Item 5. Interest in Securities of the Issuer.

This Item is supplemented and amended as follows:

In accordance with Rule 13d-5(b)(1) under the Exchange Act and by virtue of the Stockholders Agreement discussed in Item 6 of the Original Schedule 13D (subject to the disclaimer in Item 4 of the Original Schedule 13D and this Amendment No.1), each of the Candover Reporting Persons may be deemed to own 81,903,623 Shares, which constitute approximately 56.52% of the 144,915,296 Shares deemed outstanding as of November 3, 1999. The amount deemed owned constitutes the number of Shares in which the reporting persons that filed the Original Schedule 13D are interested or deemed interested.

The information contained in Item 3 of this Amendment No.1 is hereby incorporated into this Item 5 by reference in its entirety.

Candover Investments plc

Candover Investments has sole voting power with respect to 8,953,300 Shares and has sole dispositive power with respect to 8,953,300 Shares. Candover Investments is the direct beneficial owner of 1,840,625 Shares over which it has sole voting and dispositive power. By virtue of the relationships reported under Item 2 of the Original Schedule 13D, Candover Investments may be deemed to have indirect beneficial ownership of the Shares beneficially owned by Candover Trustees and Candover Partners.

Candover (Trustees) Limited

Candover Trustees has sole voting power with respect to 164,583 Shares and has sole dispositive power with respect to 164,583 Shares. Candover Trustees is the direct beneficial owner of 164,583 Shares over which it has sole voting and dispositive power.

Candover Partners Limited (as general partner of the Candover 1994 UK Limited

Partnership, the Candover 1994 UK No.2 Limited Partnership, the Candover 1994 US

No.1 Limited Partnership and the Candover 1994 US No.2 Limited Partnership).

Candover Partners has sole voting power with respect to 6,948,092 Shares and has sole dispositive power with respect to 6,948,092 Shares. Candover Partners is the direct beneficial owner of 6,948,092 Shares over which it has sole voting and dispositive power.

Candover Services Limited

Candover Services has sole voting power with respect to 6,948,092 Shares and has sole dispositive power with respect to 6,948,092 Shares. By virtue of the relationships reported under Item 2

of the Original Schedule 13D, Candover Services may be deemed to have indirect beneficial ownership of the Shares beneficially owned by Candover Partners.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

This Item is supplemented as follows:

As discussed in Item 3 of this Amendment No.1, the Candover Reporting Persons sold Shares through Lehman Brothers. The relationship between the Candover Reporting Persons and Lehman Brothers is governed by a standard Lehman Brothers Corporate Client Agreement.

The Stockholders Agreement described in Item 6 of the Original Schedule 13D (the "Stockholders Agreement") has subsequently been amended.

Copies of the amendments are attached hereto as Exhibits 15 through 18 and the description of the Stockholders Agreement contained herein is qualified in its entirety by reference to such Exhibits, each of which are hereby incorporated herein by reference in its entirety.

Amendment Number One to the Stockholders Agreement provided that Candover Investments, Candover Partners (as general partner of the Candover Partnerships) and Candover Trustees would lose their tag-along rights and cease to be subject to the voting provisions under the Stockholders Agreement upon a disposition of Shares by any such party to any of its limited partners. Amendment Number Two related to the use of the "Crown" name by the Company. Amendment Number Three provided that certain parties to the Stockholders Agreement lost their tag-along rights and registration rights in connection with a "DECS transaction." This transaction was the subject of a Registration Statement filed by the Company on Form S-3 (Reg. No. 333-83395) and a Registration Statement filed by DECS Trust V on Form N-2 (Reg. No. 333-83965). Amendment Number Four provided that Shares distributed by a party to the Stockholders Agreement to their equityholders shall cease to be subject to the Stockholders Agreement and that such equityholders will not become party to the Stockholders Agreement.

Item 7. Material to Be Filed as Exhibits.

- | | |
|-----------|--|
| Exhibit 1 | Form 144 filed with the Commission on September 28, 1999 by Candover Partners as general partner of the Candover 1994 UK Limited Partnership. |
| Exhibit 2 | Form 144 filed with the Commission on September 28, 1999 by Candover Partners as general partner of the Candover 1994 UK No.2 Limited Partnership. |
| Exhibit 3 | Form 144 filed with the Commission on September 28, 1999 by Candover Partners as general partner of the Candover 1994 US No.1 Limited Partnership. |

- Exhibit 4 Form 144 filed with the Commission on September 28, 1999 by Candover Partners as general partner of the Candover 1994 US No.2 Limited Partnership.
- Exhibit 5 Form 144 filed with the Commission on September 28, 1999 by Candover Trustees.
- Exhibit 6 Form 144 filed with the Commission on September 28, 1999 by Candover Investments.
- Exhibit 7 Form 144 filed with the Commission on October 1, 1999 by Candover Partners as general partner of the Candover 1994 UK Limited Partnership.
- Exhibit 8 Form 144 filed with the Commission on October 1, 1999 by Candover Partners as general partner of the Candover 1994 UK No.2 Limited Partnership.
- Exhibit 9 Form 144 filed with the Commission on October 1, 1999 by Candover Partners as general partner of the Candover 1994 US No.1 Limited Partnership.
- Exhibit 10 Form 144 filed with the Commission on October 1, 1999 by Candover Partners as general partner of the Candover 1994 US No.2 Limited Partnership.
- Exhibit 11 Form 144 filed with the Commission on October 1, 1999 by Candover Trustees.
- Exhibit 12 Form 144 filed with the Commission on October 1, 1999 by Candover Investments.
- Exhibit 13 Form 4 filed with the Commission on October 7, 1999 by Candover Investments, Candover Partners, Candover Partners as general partner of the Candover Partnerships, Candover Trustees and Candover Services.
- Exhibit 14 Form 4 filed with the Commission on November 1, 1999 by Candover Investments, Candover Partners, Candover Partners as general partner of the Candover Partnerships, Candover Trustees and Candover Services.
- Exhibit 15 Amendment, dated as of November 12, 1998, to the Stockholders Agreement, dated as of August 21, 1999, among Crown Castle International Corp. (formerly named Castle Tower Holding Corp.) ("CCIC") and each of the stockholders of CCIC listed on Schedule ----
1 to the Stockholders Agreement.
- Exhibit 16 Amendment Number Two to Stockholders Agreement, dated effective May 24, 1999, among CCIC and each of the stockholders of CCIC listed on Schedule 1 to the Stockholders Agreement.

- Exhibit 17 Amendment Number Three to Stockholders Agreement, dated as of August 11, 1999, among CCIC and each of the stockholders of CCIC listed on Schedule 1 to the Stockholders Agreement.
- Exhibit 18 Amendment Number Four to Stockholders Agreement, dated effective October 1, 1999, among CCIC and each of the stockholders of CCIC listed on Schedule 1 to the Stockholders Agreement.
- Exhibit 19 Joint Filing Agreement, dated November 3, 1999, among Candover Investments plc, Candover (Trustees) Limited, Candover Partners Limited and Candover Services Limited.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: November 3, 1999

CANDOVER INVESTMENTS PLC

By: /s/ P.R. Neal

Name: P.R. Neal

Title: Company Secretary

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: November 3, 1999

CANDOVER (TRUSTEES) LIMITED

By: /s/ P.R. Neal

Name: P.R. Neal

Title: Company Secretary

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief,
I certify that the information set forth in this statement is true, complete and
correct.

Date: November 3, 1999

CANDOVER PARTNERS LIMITED
(as general partner of the Candover 1994 UK
Limited Partnership, the Candover 1994 UK
No. 2 Limited Partnership, the Candover 1994
US No. 1 Limited Partnership and the Candover
1994 US No. 2 Limited Partnership)

By: /s/ P.R. Neal

Name: P.R. Neal

Title: Company Secretary

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Date: November 3, 1999

CANDOVER SERVICES LIMITED

By: /s/ P.R. Neal

Name: P.R. Neal

Title: Company Secretary

Schedule A

CCIC Sale Programme - 1999

Date	Sale price per share US\$	No. of Shares Sold	Candover Investments plc			No. of Shares Sold	Candover Trustees Ltd		
			Gross Proceeds US\$	SEC Fee US\$	Net Amount US\$		Gross Proceeds US\$	SEC Fee US\$	Net Amount US\$
28/09/99	18.6875	2,056	38,421.50	-1.28	38,420.22	184	3,438.50	-0.11	3,438.39
28/09/99	18.6875	15,420	288,161.25	-9.61	288,151.64	1,380	25,788.75	-0.86	25,787.89
30/09/99	18.3990	123,360	2,269,700.64	-75.66	2,269,624.98	11,040	203,124.96	-6.77	203,118.19
1/10/99	18.5000	30,840	570,540.00	-19.02	570,520.98	2,760	51,060.00	-1.70	51,058.30
4/10/99	18.5192	53,456	989,962.36	-33.00	989,929.36	4,784	88,595.85	-2.95	88,592.90
5/10/99	18.1875	92,520	1,682,707.50	-56.09	1,682,651.41	8,280	150,592.50	-5.02	150,587.48
7/10/99	18.6458	21,589	402,544.18	-13.42	402,530.76	1,932	36,023.69	-1.20	36,022.49
8/10/99	18.5625	10,280	190,822.50	-6.36	190,816.14	920	17,077.50	-0.57	17,076.93
11/10/99	18.6447	19,532	364,168.28	-12.14	364,156.14	1,748	32,590.94	-1.09	32,589.85
12/10/99	18.6875	2,056	38,421.50	-1.28	38,420.22	184	3,438.50	-0.11	3,438.39
20/10/99	18.0337	26,728	482,004.73	-16.07	481,988.66	2,392	43,136.61	-1.44	43,135.17
21/10/99	18.0000	3,084	55,512.00	-1.85	55,510.15	276	4,968.00	-0.17	4,967.83
22/10/99	18.3254	69,904	1,281,018.76	-42.70	1,280,976.06	6,256	114,643.70	-3.82	114,639.88
25/10/99	18.1358	17,868	324,050.47	-10.80	324,039.67	1,598	28,981.01	-0.97	28,980.04
shrs in sale program		488,701				43,736			
shrs left to go		8				2			
Total sales:		488,693	8,978,035.67	-299.28	8,977,736.39	43,734	803,460.51	-26.78	803,433.73
Original Holdings		2,329,318				208,317			
No. of shares held after sales:		1,840,625				164,583			

Date	Sale price per share US\$	No. of Shares Sold	1994 UK LP			No. of Shares Sold	1994 UK. No. 2 L.P.		
			Gross Proceeds US\$	SEC Fee US\$	Net Amount US\$		Gross Proceeds US\$	SEC Fee US\$	Net Amount US\$
28/09/99	18.6875	4,061	75,889.94	-2.53	75,887.41	1,100	20,556.25	-0.69	20,555.56
28/09/99	16.6875	30,457	569,165.19	-18.97	569,146.22	8,250	154,171.88	-5.14	154,166.74
30/09/99	18.3990	243,660	4,483,100.34	-149.44	4,482,950.90	66,000	1,214,334.00	-40.48	1,214,293.52
1/10/99	18.5000	60,915	1,126,927.50	-37.56	1,126,889.94	16,500	305,250.00	-10.18	305,239.82
4/10/99	18.5192	105,586	1,955,368.25	-65.18	1,955,303.07	28,600	529,649.12	-17.65	529,631.47
5/10/99	18.1875	182,745	3,323,674.69	-110.79	3,323,563.90	49,500	900,281.25	-30.01	900,251.24
7/10/99	18.6458	42,640	795,056.91	-26.50	795,030.41	11,550	215,358.99	-7.18	215,351.81
8/10/99	18.5625	20,305	376,911.56	-12.56	376,899.00	5,500	102,093.75	-3.40	102,090.35
11/10/99	18.6447	38,579	719,293.88	-23.98	719,269.90	10,450	194,837.12	-6.49	194,830.63
12/10/99	18.6875	4,061	75,889.94	-2.53	75,887.41	1,100	20,556.25	-0.69	20,555.56
20/10/99	18.0337	52,793	952,053.12	-31.74	952,021.38	14,300	257,881.91	-8.60	257,873.31
21/10/99	18.0000	6,091	109,638.00	-3.65	109,634.35	1,650	29,700.00	-0.99	29,699.01
22/10/99	18.3254	138,074	2,530,261.28	-84.34	2,530,176.94	37,400	685,369.96	-22.85	685,347.11
25/10/99	18.1358	35,292	640,048.65	-21.33	640,027.32	9,559	173,360.11	-5.78	173,354.33
shrs in sale program		965,279				261,465			
shrs left to go		20				6			
Total sales:		965,259	17,733,279.25	-591.10	17,732,688.15	261,459	4,803,400.58	-160.13	4,803,240.45
Original Holdings		4,600,805				1,246,810			
No. of shares held after sales:		3,635,546				985,351			

1994 US. No. 1 L.P.				1994 US. No. 2 L.P.				TOTALS			
No. of Shares Sold	Gross Proceeds US\$	SEC Fee US\$	Net Amount US\$	No. of Shares Sold	Gross Proceeds US\$	SEC Fee US\$	Net Amount US\$	No. of Shares Sold	Gross Proceeds US\$	SEC Fee US\$	Net Amount US\$
197	3,681.44	-0.12	3,681.32	2,402	44,887.38	-1.50	44,885.88	10,000	186,875.00	-6.23	186,868.77
1,478	27,620.13	-0.92	27,619.21	18,015	336,655.31	-11.22	336,644.09	75,000	1,401,562.50	-46.72	1,401,515.78
11,820	217,476.18	-7.25	217,468.93	144,120	2,651,663.88	-88.39	2,651,575.49	600,000	11,039,400.00	-367.99	11,039,032.01
2,955	54,667.50	-1.82	54,665.68	36,030	666,555.00	-22.22	666,532.78	150,000	2,775,000.00	-92.50	2,774,907.50
5,122	94,855.34	-3.16	94,852.18	62,452	1,156,561.08	-38.55	1,156,522.53	260,000	4,814,992.00	-160.49	4,814,831.51
8,865	161,232.19	-5.37	161,226.82	108,090	1,965,886.88	-65.53	1,965,821.35	450,000	8,184,375.00	-272.81	8,184,102.19
2,068	38,559.51	-1.29	38,558.22	25,221	470,265.72	-15.68	470,250.04	105,000	1,957,809.00	-65.27	1,957,743.73
985	18,284.06	-0.61	18,283.45	12,010	222,935.63	-7.43	222,928.20	50,000	928,125.00	-30.93	928,094.07
1,872	34,902.88	-1.16	34,901.72	22,819	425,453.41	-14.18	425,439.23	95,000	1,771,246.50	-59.04	1,771,187.46
197	3,681.44	-0.12	3,681.32	2,402	44,887.38	-1.50	44,885.88	10,000	186,875.00	-6.23	186,868.77
2,561	46,184.31	-1.54	46,182.77	31,226	563,120.32	-18.77	563,101.55	130,000	2,344,381.00	-78.16	2,344,302.84
296	5,328.00	-0.18	5,327.82	3,603	64,854.00	-2.16	64,851.84	15,000	270,000.00	-9.00	269,991.00
6,698	122,743.53	-4.09	122,739.44	81,668	1,496,598.77	-49.89	1,496,548.88	340,000	6,230,636.00	-207.69	6,230,428.31
1,710	31,012.22	-1.03	31,011.19	20,873	378,548.55	-12.62	378,535.93	86,900	1,576,001.02	-52.53	1,575,948.49
46,826				570,943				2,376,950			
2				12				50			
46,824	860,228.72	-28.66	860,200.06	570,931	10,488,873.29	-349.64	10,488,523.65	2,376,900	43,667,278.02	-1,455.59	43,665,822.43
223,305				2,721,645				11,330,200			
176,481				2,150,714				8,953,300			

EXHIBIT INDEX

Exhibit No. -----	Description -----
1	Form 144 filed with the Commission on September 28, 1999 by Candover Partners as general partner of the Candover 1994 UK Limited Partnership is incorporated herein by reference.
2	Form 144 filed with the Commission on September 28, 1999 by Candover Partners as general partner of the Candover 1994 UK No.2 Limited Partnership is incorporated herein by reference.
3	Form 144 filed with the Commission on September 28, 1999 by Candover Partners as general partner of the Candover 1994 US No.1 Limited Partnership is incorporated herein by reference.
4	Form 144 filed with the Commission on September 28, 1999 by Candover Partners as general partner of the Candover 1994 US No.2 Limited Partnership is incorporated herein by reference.
5	Form 144 filed with the Commission on September 28, 1999 by Candover Trustees is incorporated herein by reference.
6	Form 144 filed with the Commission on September 28, 1999 by Candover Investments is incorporated herein by reference.
7	Form 144 filed with the Commission on October 1, 1999 by Candover Partners as general partner of the Candover 1994 UK Limited Partnership is incorporated herein by reference.
8	Form 144 filed with the Commission on October 1, 1999 by Candover Partners as general partner of the Candover 1994 UK No.2 Limited Partnership is incorporated herein by reference.
9	Form 144 filed with the Commission on October 1, 1999 by Candover Partners as general partner of the Candover 1994 US No.1 Limited Partnership is incorporated herein by reference.
10	Form 144 filed with the Commission on October 1, 1999 by Candover Partners as general partner of the Candover 1994 US No.2 Limited Partnership is incorporated herein by reference.

- 11 Form 144 filed with the Commission on October 1, 1999 by Candover Trustees is incorporated herein by reference.
- 12 Form 144 filed with the Commission on October 1, 1999 by Candover Investments is incorporated herein by reference.
- 13 Form 4 filed with the Commission on October 7, 1999 by Candover Investments, Candover Partners, Candover Partners as general partner of the Candover Partnerships, Candover Trustees and Candover Services is incorporated herein by reference.
- 14 Form 4 filed with the Commission on November 1, 1999 by Candover Investments, Candover Partners, Candover Partners as general partner of the Candover Partnerships, Candover Trustees and Candover Services is incorporated herein by reference.
- 15 Amendment, dated as of November 12, 1998, to the Stockholders Agreement, dated as of August 21, 1999, among Crown Castle International Corp. (formerly named Castle Tower Holding Corp.) ("CCIC") and each of the stockholders of CCIC listed on Schedule -----
1 to the Stockholders Agreement.
- 16 Amendment Number Two to Stockholders Agreement, dated effective May 24, 1999, among CCIC and each of the stockholders of CCIC listed on Schedule 1 to the Stockholders Agreement.
- 17 Amendment Number Three to Stockholders Agreement, dated as of August 11, 1999, among CCIC and each of the stockholders of CCIC listed on Schedule 1 to the Stockholders Agreement.
- 18 Amendment Number Four to Stockholders Agreement, dated effective October 1, 1999, among CCIC and each of the stockholders of CCIC listed on Schedule 1 to the Stockholders Agreement.
- 19 Joint Filing Agreement, dated November 3, 1999, among Candover Investments plc, Candover (Trustees) Limited, Candover Partners Limited and Candover Services Limited.

AMENDMENT, dated as of November 12, 1998, to the Stockholders Agreement (the "Stockholders Agreement"), dated as of August 21, 1998, among CROWN CASTLE INTERNATIONAL CORP. (formerly named Castle Tower Holding Corp.), a Delaware corporation (the "Company") and each of the

STOCKHOLDERS of the Company listed in Schedule I thereto (collectively, the "Stockholders" and each individually, a "Stockholder").

WITNESSETH:

WHEREAS, pursuant to Section 6.04 of the Stockholders Agreement, the Stockholders Agreement may be amended by the mutual agreement of the parties thereto;

WHEREAS, the Company and the Stockholders have agreed to amend the Stockholders Agreement in the respects hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the respective agreements hereinafter set forth and set forth in the Stockholders Agreement, the parties hereto agree as follows:

SECTION 1. Amendment. Section 2.05 of the Stockholders

Agreement is amended to add the following sentence at the end thereof:

Notwithstanding the foregoing or any other provision of this Agreement, from and after the time immediately prior to any transfer of Shares by any Candover Party to any of its limited partners, no member of the Candover Group shall have any rights or obligations under Article III or V hereof with respect to any Shares.

SECTION 2. Construction; Continuing Effect. This agreement

shall be construed in connection with and as part of the Stockholders Agreement and each reference to the Stockholders Agreement contained in any other document shall mean the Stockholders Agreement as amended hereby. As amended hereby, the Stockholders Agreement shall continue in full force and effect.

SECTION 3. Counterparts. This agreement 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.

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

CROWN CASTLE
INTERNATIONAL CORP.

By: /s/ Kathy Broussard

Name: Kathy Broussard
Title: Vice President

STOCKHOLDERS:

TELEDIFFUSION DE FRANCE
INTERNATIONAL S.A.

by /s/ Michel Azibert

Name: Michel Azibert
Title: Chairman

DIGITAL FUTURE INVESTMENTS B.V.,

by /s/ Michel Azibert

Name: Michel Azibert
Title: As Chairman of TELEDIFFUSION
DE FRANCE INTERNATIONAL S.A.
MANAGING DIRECTOR OF DFI B.V.

CANDOVER INVESTMENTS, PLC

by /s/ G.D. Fairservice

Name: G.D. FAIRSERVICE
Title: DEPUTY CHIEF EXECUTIVE

CANDOVER (TRUSTEES) LIMITED

by /s/ G.D. Fairservice

Name: G.D. FAIRSERVICE
Title: DEPUTY CHIEF EXECUTIVE

CANDOVER PARTNERS LIMITED
(as general partner of the
Candover 1994 UK Limited
Partnership)

by /s/ G.D. Fairservice

Name: G.D. FAIRSERVICE
Title: DEPUTY CHIEF EXECUTIVE

CANDOVER PARTNERS LIMITED
(as general partner of the
Candover 1994 UK No.2 Limited
Partnership)

by /s/ G.D. Fairservice

Name: G.D. FAIRSERVICE
Title: DEPUTY CHIEF EXECUTIVE

CANDOVER PARTNERS LIMITED
(as general partner of the
Candover 1994 US No. 1 Limited
Partnership)

by /s/ G.D. Fairservice

Name: G.D. FAIRSERVICE
Title: DEPUTY CHIEF EXECUTIVE

CANDOVER PARTNERS LIMITED
(as general partner of the
Candover 1994 US No. 2 Limited
Partnership)

by /s/ G.D. Fairservice

Name: G.D. FAIRSERVICE
Title: DEPUTY CHIEF EXECUTIVE

TED B. MILLER, JR.

by /s/ Ted B. Miller, Jr.

Ted B. Miller, Jr.

ROBERT A. CROWN

by /s/Robert A. Crown

Robert A. Crown

BARBARA A. CROWN

by /s/Barbara A. Crown

Barbara A. Crown

ROBERT A. CROWN AND PNC BANK,
DELAWARE, TRUSTEES OF THE
ROBERT A. CROWN GRANTOR
RETAINED ANNUITY TRUST

by /s/Robert A. Crown

Name: Robert A. Crown
Title: Trustee

BARBARA A. CROWN AND PNC BANK,
DELAWARE, TRUSTEES OF THE
BARBARA A. CROWN GRANTOR
RETAINED ANNUITY TRUST

by /s/Barbara A. Crown

Name: Barbara A. Crown
Title: Trustee

BERKSHIRE FUND III
A LIMITED PARTNERSHIP

By: /s/ Carl Ferenbach

a Managing Member

BERKSHIRE FUND IV,
LIMITED PARTNERSHIP

By: /s/ Carl Ferenbach

a Managing Member

BERKSHIRE INVESTORS LLC

By: /s/ Carl Ferenbach

a Managing Member

CENTENNIAL FUND IV, L.P.

by Centennial Holdings V, L.P.,
its General Partner

by /s/ Jeffrey H. Schutz

Name: Jeffrey H. Schutz
Title: General Partner

by -----
Name:
Title:

CENTENNIAL FUND V, L.P.

by Centennial Holdings V, L.P.
its General Partner

by /s/ Jeffrey H. Schutz

Name: Jeffrey H. Schutz
Title: General Partner

CENTENNIAL ENTREPRENEURS FUND V,
L.P.

by /s/ Jeffrey H. Schutz

Name: Jeffrey H. Schutz
Title: General Partner

NASSAU CAPITAL PARTNERS II, L.P.

by Nassau Capital L.L.C., its
General Partner

by /s/ Randall A. Hack

Name: Randall A. Hack

Title: Senior Managing Director

NAS PARTNERS I, L.L.C.

by /s/ Randall A. Hack

Name: Randall A. Hack

Title: Senior Managing Director

FAY, RICHWHITE COMMUNICATIONS
LIMITED

by /s/ [ILLEGIBLE]

Name:
Title:

PNC VENTURE CORP.

by /s/ David McL. Hillman

Name: David McL. Hillman
Title: Exec. V.P.

AMERICAN HOME ASSURANCE COMPANY

by /s/ David Pinkerton

Name: David Pinkerton

Title: Vice President

NEW YORK LIFE INSURANCE COMPANY

by /s/ Steven M. Benevento

Name: STEVEN M. BENEVENTO
Title: Director

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

by /s/ A. Kipp Koester

Name: A. Kipp Koester

Title: its authorized representative

HARVARD PRIVATE CAPITAL
HOLDINGS, INC.

by /s/ Tim R. Palmer

Name: Tim R. Palmer

Title: Authorized Signatory

PRIME VIII, L.P.

by /s/ Danny Fennewald

Name: DANNY FENNEWALD
Title: Treasurer

AMENDMENT NUMBER TWO
TO STOCKHOLDERS AGREEMENT

AMENDMENT, dated effective as of May 24, 1999, to the Stockholders Agreement ("the Stockholders Agreement"), dated as of August 21, 1998, among CROWN CASTLE INTERNATIONAL CORP., a Delaware corporation (the "Company") and

each of the STOCKHOLDERS of the Company listed in Schedule I thereto (collectively, the "Stockholders" and each individually, a "Stockholder").

WHEREAS, pursuant to Section 6.04 of the Stockholders Agreement, the Stockholders Agreement may be amended by the mutual agreement of the parties thereto;

WHEREAS, the Company and the Stockholders (including Robert A. Crown and Barbara A. Crown) have agreed to amend the Stockholders Agreement in the respects hereinafter set forth;

NOW, THEREFORE, in consideration of the promises and the respective agreements hereinafter set forth and set forth in the Stockholders Agreement, the parties hereto agree as follows;

SECTION 1. Amendment. Section 3.10 of the Stockholders Agreement is amended to read as follows:

"SECTION 3.10. Company Name. So long as the Ownership Interest of the

Crown Group is at least 1% or they otherwise consent in writing, the Company covenants and agrees (subject to the limitations below) to use its best efforts to (i) retain a name beginning with "Crown Castle", (ii) retain or cause the name of its principal affiliate owning communication towers in the United States to begin with "Crown," (iii) upon a merger, consolidation, amalgamation, roll-up or any other transaction with a similar effect involving the Company (including, without limitation, a merger or roll-up involving Castle Transmission Services (Holdings) Ltd. or any of its Affiliates), cause the successor or surviving entity to retain or have a name beginning with "Crown Castle," (iv) cause the corporate names of all of the Company's subsidiaries conducting significant business in the United States to begin with "Crown" other than The TEA Group Inc., TeleStructures Inc. and Spectrum Site Management Corporation and any other subsidiary with goodwill associated with the corporate name as determined by the Board in its reasonable discretion, and (v) cause Crown Castle and all of its subsidiaries worldwide to retain the "CCIC Logo". For purposes

of this Agreement, the "CCIC Logo" shall be a logo in the form attached hereto as Exhibit "A" which is incorporated herein by reference.

Notwithstanding the above, the above covenants and agreement shall not (a) require the Company (including any successor entity), any stockholder of the Company or member of the Board to incur any costs, expenses or losses of any nature or amount including, without limitation, losses relating to potential corporate opportunity or foregone stockholder value (price, content or any other item), (b) prevent or delay the Company (including any successor entity) from consummating or negotiating any

proposed transaction or (c) require any member of the Board to breach any duty and obligation to the Company or its stockholders. Consent of the Crown Group shall be deemed given if written consent is obtained from members of the Crown Group holding more than 50% of the Common Stock held by such persons at the time of the determination."

SECTION 2. Construction: Continuing Effect. This agreement shall be

construed in connection with and as part of the Stockholders Agreement and each reference to the Stockholders Agreement contained in any other document shall mean the Stockholders Agreement as amended hereby. As amended hereby, the Stockholders Agreement shall continue in full force and effect.

SECTION 3. Counterparts. This Agreement 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.

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

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Two to Stockholders Agreement

May 28, 1999

TELEDIFFUSION DE FRANCE
INTERNATIONAL S.A.

By: /s/ Michel Azibert

Name: Michel Azibert
Title: Chairman

May 28, 1999

DIGITAL FUTURE INVESTMENTS B.V.

By: /s/ Michel Azibert

Name: Michel Azibert
Title: as Chairman of TeleDiffusion
de France International S.A.,
Managing Director

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Two to Stockholders Agreement

May 27, 1999

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ Ted B. Miller, Jr.

Name: Ted B. Miller, Jr.

Title: Chairman, CEO

May __, 1999	CANDOVER INVESTMENTS, PLC By: /s/ Gavin Douglas Fairservice ----- Name: Gavin Douglas Fairservice Title: Deputy Chairman
May __, 1999	CANDOVER (TRUSTEES) LIMITED By: /s/ Gavin Douglas Fairservice ----- Name: Gavin Douglas Fairservice Title: Deputy Chief Executive
May __, 1999	CANDOVER PARTNERS LIMITED (as general partner of the Candover 1994 UK Limited Partnership) By: /s/ Gavin Douglas Fairservice ----- Name: Gavin Douglas Fairservice Title: Deputy Chief Executive
May __, 1999	CANDOVER PARTNERS LIMITED (as general partner of the Candover 1994 UK No. 2 Limited Partnership) By: /s/ Gavin Douglas Fairservice ----- Name: Gavin Douglas Fairservice Title: Deputy Chief Executive
May __, 1999	CANDOVER PARTNERS LIMITED (as general partner of the Candover 1994 US No. 1 Limited Partnership) By: /s/ Gavin Douglas Fairservice ----- Name: Gavin Douglas Fairservice Title: Deputy Chief Executive

May __, 1999

CANDOVER PARTNERS LIMITED
(as general partner of the Candover 1994
US No. 2 Limited Partnership)

By: /s/ Gavin Douglas Fairservice

Name: Gavin Douglas Fairservice
Title: Deputy Chief Executive

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Two to Stockholders Agreement

May __, 1999 /s/ Ted B. Miller, Jr.

TED B. MILLER, JR.

May __, 1999 /s/ Robert H. Singleton

ROBERT H. SINGLETON, Trustee
The Miller 1996 Gift Trusts

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Two to Stockholders Agreement

May __, 1999 /s/ Robert A. Crown

ROBERT A. CROWN

May __, 1999 /s/ Barbara A. Crown

BARBARA A. CROWN

May __, 1999 RC INVESTORS CORP.
a Delaware corporation

By: /s/ Robert A. Crown

Name: Robert A. Crown

Title: President

May __, 1999 BC INVESTORS CORP.
a Delaware corporation

By: /s/ Barbara A. Crown

Name: Barbara A. Crown

Title: President

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Two to Stockholders Agreement

May __, 1999

AMERICAN HOME ASSURANCE COMPANY

By: /s/ David B. Pinkerton

Name: David B. Pinkerton
Title: Vice President

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Two to Stockholders Agreement

May 28, 1999

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

By: /s/ A. Kipp Koester

Name: A. Kipp Koester

Title: Its authorized representative

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Two to Stockholders Agreement

May __, 1999

CENTENNIAL FUND IV, L.P.
By: Centennial Holdings V, L.P.
its general partner

By: /s/ Jeffrey H. Schutz

Name:
Title:

May __, 1999

CENTENNIAL FUND V, L.P.
By: Centennial Holdings V, L.P.
its general partner

By: /s/ Jeffrey H. Schutz

Name:
Title:

May __, 1999

CENTENNIAL ENTREPRENEURS FUND V, L.P.
By: Centennial Holdings V, L.P.
its general partner

By: /s/ Jeffrey H. Schutz

Name:
Title:

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Two to Stockholders Agreement

May 27, 1999

PRIME VIII, L.P.
By: Prime SKA I, LLC
its general partner

By: /s/ R. W. Hughes

Name:
Title:

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Two to Stockholders Agreement

May 27, 1999

BERKSHIRE FUND III,
A LIMITED PARTNERSHIP

By: /s/ Carl Ferenbach

a Managing Member

May 27, 1999

BERKSHIRE FUND IV,
LIMITED PARTNERSHIP

By: /s/ Carl Ferenbach

a Managing Member

May 27, 1999

BERKSHIRE INVESTORS LLC

By: /s/ Carl Ferenbach

a Managing Member

May 27, 1999

NASSAU CAPITAL PARTNERS II, L.L.P.

By Nassau Capital L.L.C.
its General Partner

By: /s/ Randall A. Hack

Name: Randall A. Hack
Title: Member

May 27, 1999

NAS PARTNERS I, L.L.C.

By: /s/ Randall A. Hack

Name: Randall A. Hack
Title: Member

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Two to Stockholders Agreement

May __, 1999

FAY, RICHWHITE COMMUNICATIONS
LIMITED

By: /s/ L. R. Davis

Name: L. R. Davis
Title:

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Two to Stockholders Agreement

May __, 1999

FNC VENTURE CORP.

By: /s/ David McL. Hillman

Name: David McL. Hillman
Title: Executive VP

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Two to Stockholders Agreement

June 10, 1999

NEW YORK LIFE INSURANCE COMPANY

By: Ilze Gobins

Name: Ilze Gobins

Title: Investment Manager

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Two to Stockholders Agreement

May __, 1999

HARVARD PRIVATE CAPITAL
HOLDINGS, INC.

By: /s/ Michael R. Eisenson

Name: Michael R. Eisenson

Title: Authorized Signatory

AMENDMENT NUMBER THREE
TO STOCKHOLDERS AGREEMENT

AMENDMENT, dated as of August 11, 1999, to the Stockholders Agreement (the "Stockholders Agreement") dated as of August 21, 1998, as previously amended by amendments number one and two, among CROWN CASTLE INTERNATIONAL CORP., a Delaware corporation (the "Company") and each of the STOCKHOLDERS of the Company listed on Schedule I thereto (collectively, the "Stockholders" and each individually, a "Stockholder");

WHEREAS, Robert A. Crown, Barbara A. Crown, RC Investors Corp., BC Investors Corp., the Grantor Retained Annuity Trust of Robert A. Crown, the Grantor Retained Annuity Trust of Barbara A. Crown, RACG Holdings LLC, BACG Holdings LLC and Crown Management Services (collectively, the "Crown Group") and the Company have entered into an agreement dated August 5, 1999 (the "Crown Agreement") with respect to certain separation arrangements involving the Crown Group;

WHEREAS, the Company and the Crown Group have proposed to enter into certain transactions (the "DECS Transactions") involving the issuance and sale by DECS Trust V, a Delaware business trust (the "DECS Trust"), of a minimum of 5,000,000 and a maximum of 5,645,000 DECS securities as set forth in greater detail in the registration statement on Form N-2 (Registration No. 333-83965) filed by the DECS Trust with the Securities and Exchange Commission and in an Underwriting Agreement among the DECS Trust, the Company, the Crown Group, Salomon Smith Barney Inc. and Goldman, Sachs & Co. and four Forward Purchase Agreements among RC Investors, BC Investors, BACG and RACG, respectively, and the DECS Trust;

WHEREAS, the Crown Group entered into the Crown Agreement in part as consideration for participation by the Company in the consummation of the DECS Transactions;

WHEREAS, pursuant to Section 6.04 of the Stockholders Agreement, the Stockholders Agreement may be amended by the mutual agreement of the parties thereto;

WHEREAS, the Company and the Stockholders (including Robert A. Crown and Barbara A. Crown) have agreed to amend the Stockholders Agreement in the manner hereinafter set forth;

NOW, THEREFORE, in consideration of the promises and the respective agreements, acknowledgments and confirmations hereinafter set forth and set forth in the Stockholders Agreement, the parties hereto agree as follows;

SECTION 1. Amendment. (a) The Company and the Stockholders hereby agree that

all rights, responsibilities or other obligations of any kind or nature whatsoever relating to the Crown Group and arising under the Stockholders Agreement other than the rights of the Crown

Group as set forth in Section 3.10 of the Stockholders Agreement shall hereby be terminated, including, without limitation, the Crown Group's existing obligation (as set forth in Section 3.05 of the Stockholders Agreement) to vote or act by written consent in favor of, or against, the election of any persons nominated to be a Director of the Company.

(b) Section 3.10 of the Stockholders Agreement is amended to read as follows:

"SECTION 3.10. Company Name. So long as the Ownership Interest of the

Crown Group is at least 1% or they otherwise consent in writing, the Company covenants and agrees (subject to the limitations below) to use its best efforts to (i) retain a name beginning with "Crown Castle", (ii) retain or cause the name of its principal affiliate owning communication towers in the United States to begin with "Crown," (iii) upon a merger, consolidation, amalgamation, roll-up or any other transaction with a similar effect involving the Company (including, without limitation, a merger or roll-up involving Castle Transmission Services (Holdings) Ltd. or any of its Affiliates), cause the successor or surviving entity to retain or have a name beginning with "Crown Castle," (iv) cause the corporate names of all of the Company's subsidiaries conducting significant business in the United States to begin with "Crown" other than The TEA Group Inc., TeleStructures Inc. and Spectrum Site Management Corporation and any other subsidiary with goodwill associated with the corporate name as determined by the Board in its reasonable discretion, and (v) cause Crown Castle and all of its subsidiaries worldwide to retain the "CCIC Logo". For purposes of this

Agreement, the "CCIC Logo" shall be a logo in the form attached hereto as Exhibit "A" which is incorporated herein by reference. Notwithstanding the above, the above covenants and agreement shall not (a) require the Company (including any successor entity), any stockholder of the Company or member of the Board to incur any costs, expenses or losses of any nature or amount including, without limitation, losses relating to potential corporate opportunity or foregone stockholder value (price, content or any other item), (b) prevent or delay the Company (including any successor entity) from consummating or negotiating any proposed transaction or (c) require any member of the Board to breach any duty and obligation to the Company or its stockholders. Consent of the Crown Group shall be deemed given if written consent is obtained from members of the Crown Group holding more than 50% of the Common Stock held by such persons at the time of the determination."

SECTION 2. Acknowledgements. The Company and each Stockholder acknowledges

and confirms the following:

- (a) For purposes solely of Section 3.10 of the Stockholders Agreement, the Crown Group shall be deemed to retain their Ownership Interest in the Shares subject to the DECS Transactions (the "DECS Shares"), so long as either (i) the Crown Group retains beneficial ownership of the DECS Shares or (ii) the DECS Shares continue to be held by a custodian pursuant to the terms of the Forward Purchase Agreements.

- (b) In connection with the DECS Transactions, the Crown Group has complied in all respects with its obligations under the provisions of Article II of the Stockholders Agreement.
- (c) Any tag-along or transfer rights or other restrictions (as set forth in Article V of the Stockholders Agreement) with respect to any present or future sale of the Shares in connection with the Crown Group's DECS Transactions and any right to register Company securities (as set forth in Article IV of the Stockholders Agreement) by means of the DECS Registration Statement filed as part of the Crown Group's DECS Transactions have been waived by such Stockholder.

SECTION 3. Construction; Continuing Effect. This Agreement shall be

construed in connection with and as part of the Stockholders Agreement and each reference to the Stockholders Agreement contained in any other document shall mean the Stockholders Agreement as amended hereby. As amended hereby, the Stockholders Agreement shall continue in full force and effect. Terms used but not defined in this Amendment Number Three to Stockholders Agreement shall have the meaning ascribed to such term in the Stockholders Agreement.

SECTION 4. Counterparts. This Agreement 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.

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

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Three to Stockholders Agreement

August 11, 1999

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ Kathy Broussard

Name: Kathy Broussard

Title: Vice President

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Three to Stockholders Agreement

August 16, 1999

TELEDIFFUSION DE FRANCE
INTERNATIONAL S.A.

By: /s/ Michel Azibert

Name: Michel Azibert
Title: Chairman

August 16, 1999

DIGITAL FUTURE INVESTMENTS B.V.

By: /s/ Michel Azibert

Name: Michel Azibert
Title: Managing Director

August __, 1999	CANDOVER INVESTMENTS, PLC By: /s/ G. D. Fairservice ----- Name: Title:
August __, 1999	CANDOVER (TRUSTEES) LIMITED By: /s/ G. D. Fairservice ----- Name: Title:
August __, 1999	CANDOVER PARTNERS LIMITED (as general partner of the Candover 1994 UK Limited Partnership) By: /s/ G. D. Fairservice ----- Name: Title:
August __, 1999	CANDOVER PARTNERS LIMITED (as general partner of the Candover 1994 UK No. 2 Limited Partnership) By: /s/ G. D. Fairservice ----- Name: Title:
August __, 1999	CANDOVER PARTNERS LIMITED (as general partner of the Candover 1994 U.S. No. 1 Limited Partnership) By: /s/ G. D. Fairservice ----- Name: Title:

August __, 1999

CANDOVER PARTNERS LIMITED
(as general partner of the Candover 1994
U.S. No. 2 Limited Partnership)

By: /s/ G. D. Fairservice

Name:
Title

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Three to Stockholders Agreement

August 11, 1999

/s/ Ted B. Miller, Jr.

TED B. MILLER, JR.

August 11, 1999

ROBERT H. SINGLETON, Trustee
The Miller 1996 Gift Trusts

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Three to Stockholders Agreement

August __, 1999

By: _____
TED B. MILLER, JR.

August 12, 1999

By: /s/ Robert H. Singleton

ROBERT H. SINGLETON, Trustee
The Miller 1996 Gift Trusts

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Three to Stockholders Agreement

August 11, 1999 /s/ Robert A. Crown

ROBERT A. CROWN

August 11, 1999 /s/ Barbara A. Crown

BARBARA A. CROWN

August 11, 1999 RC INVESTORS CORP.
a Delaware corporation

By:/s/ Robert A. Crown

Name:
Title:

August 11, 1999 BC INVESTORS CORP.
a Delaware corporation

By:/s/ Barbara A. Crown

Name:
Title:

August 11, 1999 RACG Holdings LLC
Limited Liability Company

By:/s/ Robert A. Crown

Name:
Title:

August 11, 1999 BACG Holdings LLC
Limited Liability Company

By:/s/ Barbara A. Crown

Name:
Title:

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Three to Stockholders Agreement

August 12, 1999	BERKSHIRE FUND III A LIMITED PARTNERSHIP By: /s/ Carl Ferenbach ----- a Managing Member
August 12, 1999	BERKSHIRE FUND IV LIMITED PARTNERSHIP By: /s/ Carl Ferenbach ----- a Managing Member
August 12, 1999	BERKSHIRE INVESTORS LLC By: /s/ Carl Ferenbach ----- a Managing Member

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Three to Stockholders Agreement

August 11, 1999

NASSAU CAPITAL PARTNERS II, L.P.

By Nassau Capital L.L.C.,
its General Partner

By: /s/ John G. Quigley

Name: John G. Quigley
Title: Member

August 11, 1999

NAS PARTNERS I, L.L.C.

By: /s/ John G. Quigley

Name: John G. Quigley
Title: Member

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Three to Stockholders Agreement

August 12, 1999

FAY, RICHWHITE COMMUNICATIONS
LIMITED

By: /s/ Leigh Davis

Name: LEIGH DAVIS

Title: Director

FRC #2

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Three to Stockholders Agreement

August 11, 1999

PNC VENTURE CORP.

By: /s/ Gary Bentnor

Name:

Title: Pres.

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Three to Stockholders Agreement

August 11, 1999

NEW YORK LIFE INSURANCE COMPANY

By: /s/ Steven M. Benevento

Name: Steven M. Benevento
Title: Director

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Three to Stockholders Agreement

August 11, 1999

HARVARD PRIVATE CAPITAL
HOLDINGS, INC.

By: /s/ Michael Thonis

Name: Michael Thonis

Title: Authorized Signatory

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Three to Stockholders Agreement

August 11, 1999

AMERICAN HOME ASSURANCE COMPANY

By: /s/ David Pinkerton

Name: David Pinkerton
Title: Vice President

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Three to Stockholders Agreement

August 13, 1999

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

By: /s/ Richard A. Strait

Name: Richard A. Strait

Title: Its authorized representative

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Three to Stockholders Agreement

August 11, 1999

CENTENNIAL FUND IV, L.P.
By: Centennial Holdings IV, L.P.
its general partner

By: /s/ Jeffrey H. Schutz

Name:
Title:

August 11, 1999

CENTENNIAL FUND V, L.P.
By: Centennial Holdings V, L.P.
its general partner

By: /s/ Jeffrey H. Schutz

Name:
Title:

August 11, 1999

CENTENNIAL ENTREPRENEURS FUND V, L.P.
By: Centennial Holdings V, L.P.
its general partner

By: /s/ Jeffrey H. Schutz

Name:
Title:

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Three to Stockholders Agreement

August 11, 1999

PRIME VIII, L.P.

By: Prime SKA I, LLC
its general partner

By: /s/ Duncan J. Butler, Jr.

Name: Duncan J. Butler, Jr.
Title: Member

AMENDMENT NUMBER FOUR
TO STOCKHOLDERS AGREEMENT

AMENDMENT, dated effective October 1, 1999, to the Stockholders Agreement (the "Stockholders Agreement") dated as of August 21, 1998, among CROWN CASTLE INTERNATIONAL CORP., a Delaware corporation (the "Company") and each of the STOCKHOLDERS of the Company listed on Schedule I thereto (collectively, the "Stockholders" and each individually, a "Stockholder");

WHEREAS, the Company and the Stockholders desire to amend the Stockholders Agreement to provide that Shares distributed by a Stockholder to a partner, member, stockholder or beneficiary of such Stockholder shall cease to be a subject to the Stockholders Agreement and the distribution of such Shares shall not cause the distributee to be a Stockholder;

WHEREAS, pursuant to Section 6.04 of the Stockholders Agreement, the Stockholders Agreement may be amended by the mutual agreement of the parties thereto;
and

WHEREAS, the Company and the Stockholders have agreed to amend the Stockholders Agreement in the manner hereinafter set forth.

NOW, THEREFORE, in consideration of the promises and the respective agreements, acknowledgments and confirmations hereinafter set forth and set forth in the Stockholders Agreement, the parties hereto agree as follows:

SECTION 1. Amendment

(a) Section 2.05 of the Agreement is amended and restated to read as follows:

"SECTION 2.05. Certain Transferees to Execute Agreement. Each

Stockholder agrees that it will not, directly or indirectly, sell or otherwise transfer any Shares held by such Stockholder to any of its Affiliates or permitted transferees, unless, prior to the consummation of any such sale or transfer, the Affiliate or permitted transferee to whom such sale or transfer is proposed to be made (a "Prospective Transferee") (i) executes and delivers to the Company and each other party to this Agreement a counterpart hereof and (ii) represents and warrants in writing to the Company that such counterpart has been duly authorized, executed and delivered by such Prospective Transferee and is a legal, valid and binding obligation of such Prospective Transferee enforceable against it in accordance with its terms, subject to insolvency, bankruptcy and other laws affecting creditors generally. Upon the execution and delivery by such Prospective Transferee of the documents referred to in the preceding sentence, such Prospective Transferee shall be deemed a "Stockholder" for the purposes of this Agreement, and shall have the rights and be subject to the obligations of a Stockholder hereunder with respect to the Shares held by such Prospective Transferee. The provisions of this Section 2.05 shall not apply to any distribution of Shares by a Stockholder to its partners (in the case of a partnership), members (in the case of a limited liability company), stockholders (in the case of a corporation) or beneficiaries (in the case of a trust) of such Stockholder whether or not the distributee is a Stockholder, Affiliate or permitted transferee."

(b) Section 2.06 of the Agreement is amended and restated to read as follows:

"SECTION 2.06. Sale to a Third Party; Distributions. If

a sale or transfer of Shares is made by a Stockholder to a third party (except for transfers within the TDF Group, the Berkshire Group, the Centennial Group, the Candover Group, the Nassau Group or otherwise to an Affiliate or to any permitted transferee) (a "Third Party Transferee"), such Shares shall immediately cease to be subject to this Agreement and such Third Party Transferee will not become a Stockholder for purposes of this Agreement. If a sale or transfer of Shares results in the selling Stockholder or a permitted transferee ceasing to own any Shares, such selling Stockholder shall cease to be a Stockholder for purposes of this Agreement. If a Stockholder distributes Shares to any of its partners (in the case of a partnership), members (in the case of a limited liability company), stockholders (in the case of a corporation) or beneficiaries (in the case of a trust), such Shares shall immediately cease to be subject to this Agreement (whether or not the distributee is a Stockholder, a member of the TDF Group, the Berkshire Group, the Centennial Group, the Candover Group, the Nassau Group, an Affiliate or a permitted transferee) and such partner, member, stockholder or beneficiary will not become a Stockholder for purposes of this Agreement as a result of such distribution."

SECTION 3. Construction Continuing Effect. This

Agreement shall be construed in connection with and as part of the Stockholders Agreement and each reference to the Stockholders Agreement contained in any other document shall mean the Stockholders Agreement as amended hereby. As amended hereby, the Stockholders Agreement shall continue in full force and effect. Terms used but not defined in this Amendment Number

Four to Stockholders Agreement shall the meaning ascribed to such term in the Stockholders Agreement.

SECTION 4. Counterparts. This Agreement 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.

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

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Four to Stockholders Agreement

August __, 1999

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ Ted B. Miller, Jr.

Name: Ted B. Miller, Jr.

Title: CEO

August __, 1999

TELEDIFFUSION DE FRANCE
INTERNATIONAL S.A.

By: /s/ Michel Azibert

Name: Michel Azibert
Title: Chairman

August __, 1999

DIGITAL FUTURE INVESTMENTS D.V.

BY: /s/ Michel Azibert

Name: Michel Azibert
Title: Managing Director

August __, 1999

CANDOVER INVESTMENTS, PLC.

By: /s/ G. D. Fairservice

Name:

Title:

August __, 1999

CANDOVER (TRUSTEES) LIMITED

By: /s/ G. D. Fairservice

Name:

Title:

August __, 1999

CANDOVER PARTNERS LIMITED
(as general partner of the Candover 1994
UK Limited Partnership)

By: /s/ G. D. Fairservice

Name:

Title:

August __, 1999

CANDOVER PARTNERS LIMITED
(as general partner of the Candover 1994
U.K. No.2 Limited Partnership)

By: /s/ G. D. Fairservice

Name:

Title:

August __, 1999

CANDOVER PARTNERS LIMITED
(as general partner of the Candover 1994
US No. 1 Limited Partnership)

By: /s/ G. D. Fairservice

Name:

Title:

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Four to Stockholders Agreement
August __, 1999

CANDOVER PARTNERS LIMITED
(as general partner of the Candover 1994
U.S. No. 2 Limited Partnership)

By: /s/ G.D. Fairservice

Name:
Title:

August __, 1999

/s/ Ted B. Miller, Jr.

TED B. MILLER, JR.

August __, 1999

ROBERT H. SINGLETON, Trustee
The Miller 1996 Gift Trusts

August __, 1999

TED B. MILLER JR.

August __, 1999

Robert H. Singleton

ROBERT H. SINGLETON JR., Trustee
The Miller 1996 Gift Trusts

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Four to Stockholders Agreement

August __, 1999

FAY, RICHWHITE COMMUNICATIONS
LIMITED

By: /s/ Leigh Davis

Name: Leigh Davis
Title: Principal

October 13, 1999

BERKSHIRE FUND III
LIMITED PARTNERSHIP

By: /s/ Carl Ferenbach

a Managing Member

October 13, 1999

BERKSHIRE FUND IV
LIMITED PARTNERSHIP

By: /s/ Carl Ferenbach

a Managing Member

October 13, 1999

BERKSHIRE INVESTORS LLC

By: /s/ Carl Ferenbach

a Managing Member

August __, 1999 /s/ Robert A. Crown

ROBERT A. CROWN

August __, 1999 /s/ Barbara A. Crown

BARBARA A. CROWN

August __, 1999 RC INVESTORS CORP.
a Delaware corporation
By: /s/ Robert A. Crown

Name: _____
Title: _____

August __, 1999 BC INVESTORS CORP.
a Delaware corporation
By: /s/ Barbara A. Crown

Name: _____
Title: _____

August __, 1999 RACG Holdings LLC
By: /s/ Robert A. Crown

Name: _____
Title: _____

August __, 1999 BACG Holding LLC
By: /s/ Barbara A. Crown

Name: _____
Title: _____

October 14, 1999

NASSAU CAPITAL PARTNERS II, L.P.

By Nassau Capital L.L.C
its General Partner

By: /s/ Randall A. Hack

Name: Randall A. Hack
Title: Member

October 14, 1999

NAS PARTNERS I, L.L.C.

By: /s/ Randall A. Hack

Name: Randall A. Hack
Title: Member

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Four to Stockholders Agreement

August __, 1999

PNC VENTURE CORP.

By: /s/ David McL. Hillman

Name: David McL. Hillman
Title: Exec. V. P.

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Four to Stockholders Agreement

August __, 1999

NEW YORK LIFE INSURANCE COMPANY

By: /s/ Steven M. Benevento

Name: STEVEN M. BENEVENTO
Title: Director

August __, 1999

HARVARD PRIVATE CAPITAL
HOLDINGS, INC.

By: /s/ Mark A. Rosen

Name: Mark A. Rosen
Title: Authorized Signatory

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Four to Stockholders Agreement

August __, 1999

AMERICAN HOME ASSURANCE COMPANY

By: /s/ David B. Pinkerton

Name: David B. Pinkerton
Title: Vice President

CROWN CASTLE INTERNATIONAL CORP.
Amendment Number Four to Stockholders Agreement

October 15, 1999

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

By: /s/ A. Kipp Koester

Name: A. Kipp Koester

Title: Its Authorized Representative

Joint Filing Agreement

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the undersigned hereby (i) agree to the joint filing with all other Candover Reporting Persons (as such term is defined in the amendment to the statement on Schedule 13D described below) on behalf of each of them of an amendment to a statement on Schedule 13D with respect to the common stock, par value \$.01 per share, of Crown Castle International Corp. and (ii) agree that this Agreement be included as an Exhibit to such joint filing. This Agreement may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, being duly authorized, hereby executes this Agreement this 3rd day of November, 1999.

CANDOVER INVESTMENTS PLC

By: /s/ P. R. Neal

Name: P. R. Neal
Title: Company Secretary

CANDOVER (TRUSTEES) LIMITED

By: /s/ P. R. Neal

Name: P. R. Neal
Title: Company Secretary

CANDOVER PARTNERS LIMITED

(as general partner of the Candover 1994 UK Limited Partnership, the Candover 1994 UK No.2 Limited Partnership, the Candover 1994 US No.1 Limited Partnership and the Candover 1994 US No.2 Limited Partnership)

By: /s/ P. R. Neal

Name: P. R. Neal
Title: Company Secretary

CANDOVER SERVICES LIMITED

By: /s/ P. R. Neal

Name: P. R. Neal
Title: Company Secretary