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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): July 22, 1999

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

Delaware
(State or Other
Jurisdiction of
Incorporation)

0-24737
(Commission File
Number)

76-0470458
(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

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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.

Item 5. Other Events

Crown Castle International Corp. ("CCIC") announced today that TeleDiffusion de France International S.A. ("TdF") exercised its preemptive right to purchase 8,351,791 shares of CCIC common stock at \$16.80 per share relating to the May 1999 offering of common stock by CCIC, pursuant to the Governance Agreement among CCIC, TdF and Digital Future Investments B.V., dated as of August 21, 1998, filed as an exhibit to CCIC'S Registration Statement on Form S-4, File No. 333-71715, with the Securities and Exchange Commission on February 3, 1999. This stock acquisition is in addition to purchases by TdF of 125,066 shares of CCIC common stock at \$13.00 per share pursuant to its preemptive right relating to Castle Transmission Services (Holdings) Ltd's ("CTSH", a majority owned subsidiary of CCIC), acquisition of Millennium Communications Limited and 5,395,539 shares of CCIC common stock at \$12.63 per share pursuant to its preemptive right relating to CCIC's joint venture with Cellco Partnership, a Delaware general partnership doing business as Bell Atlantic Mobile. CCIC has also signed a new Supplemental Agreement to the Governance Agreement which permits CCIC to acquire, on or after July 1, 1999, the 20 percent interest of CTSH held by TdF.

Item 7. Financial Statements and Exhibits

(c) Exhibits

Exhibit No.	Description
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99.1	Press Release dated July 22, 1999
99.2	Supplemental Agreement to the Governance Agreement among Crown Castle International corp., TeleDiffusion de France International S.A., Digital Future Investments B.V., dated May 17, 1999.

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 Cunningham

Name: Wesley Cunningham
Title: Vice President, Corporate
Controller and Chief Accounting
Officer

Date: July 22, 1999

EXHIBIT INDEX

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EXHIBIT 99.1

Client: Crown Castle International Corp.

Contacts: Charles C. Green, III, CFO
Crown Castle International
713-570-3000

FOR IMMEDIATE RELEASE

Ken Dennard / kdennard@easterly.com
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Easterly Investor Relations
713-529-6600

TELEDIFFUSION DE FRANCE INTERNATIONAL EXERCISES PRE-
EMPTIVE RIGHT AS TO CROWN CASTLE INTERNATIONAL SHARES

JULY 22, 1999 - HOUSTON, TEXAS - Crown Castle International Corp. (NASDAQ:TWRS) announced today that TeleDiffusion de France International S.A. ("TdF") exercised its pre-emptive right pursuant to the Governance Agreement between Crown Castle and TdF to purchase 8,351,791 shares of common stock at \$16.80 per share relating to the May 1999 offering of common stock by Crown Castle. In June 1999 TdF acquired 125,066 shares of common stock at \$13.00 per share pursuant to its pre-emptive right relating to the Millennium acquisition and 5,395,539 shares of common stock at \$12.63 per share pursuant to its pre-emptive right relating to the Bell Atlantic joint venture. Crown Castle has also signed a new Supplemental Agreement to the Governance Agreement which permits Crown Castle to acquire on or after July 1, 1999 the 20 percent interest of Castle Transmission Services (Holdings) Ltd ("CTSH") held by TdF.

Ted B. Miller, Jr., Crown Castle Chairman and CEO, stated, "Yet again TdF has demonstrated its strategic commitment to Crown Castle with this additional investment of over \$200 million in cash. It clearly reflects their continued support of our strategy and strong endorsement of our performance as the leading global outsourcing provider to the wireless and broadcast industries."

Crown Castle International Corp. is a leading provider of communication sites and wireless network services and provides an array of related infrastructure and network support services to the wireless communications and radio and television broadcasting industries in the United States and United Kingdom. Pro forma for all closed and previously announced transactions, Crown Castle International owns, operates and manages over 7,000 wireless communication towers internationally. For more information on Crown Castle International, visit: www.crowncastle.com.

SUPPLEMENTAL AGREEMENT (the "Agreement") dated effective as of May 17, 1999, among CROWN CASTLE INTERNATIONAL CORP. (formerly named Castle Tower Holding Corp.), a Delaware corporation (the "Company"), TELEDIFFUSION DE FRANCE

INTERNATIONAL S.A. ("TDF"), a company incorporated in France, and DIGITAL FUTURE INVESTMENTS B.V., a wholly owned indirect subsidiary of TeleDiffusion de France S.A. and a company organized under the laws of the Netherlands ("DFI (BV)").

W I T N E S S E T H :

WHEREAS the parties hereto are parties to a Governance Agreement (the "Governance Agreement") dated August 21, 1998; and

WHEREAS the Company and TDF desire to enter into this Amendment to clarify and modify certain of the rights and obligations of the Company and TDF with respect to the Anti-dilutive Rights under the Governance Agreement.

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

- 1. Unless otherwise specifically defined herein, each capitalized term used herein has the meaning assigned to such term in the Governance Agreement.
2. ARTICLE II of the Governance Agreement is hereby amended and restated to read in its entirety as follows:

ARTICLE II

Anti-dilution

SECTION 2.01. Anti-dilutive Rights. (a) Except as provided in Section 2.01(d) below, so long as TDF is Qualified, the Company shall not issue, sell or transfer any Equity Securities to any person (other than in connection with the IPO but only to the extent that the TDF Consolidated Group Interest is not thereby reduced to less than 20%) unless TDF is offered in writing the right to purchase, at a price in cash determined pursuant to Section 2.01(c), an amount of such Equity Securities (the "Maintenance Securities") as is necessary for the TDF Group to maintain the TDF Consolidated Group Interest, the TDF Group Interest and the TDF Non-Voting Equity Interest (as defined), as applicable, as would exist immediately prior to the time the Company makes a written offer (a "Maintenance Offer") to TDF to sell such Maintenance Securities to TDF pursuant to Section 2.01(b) (the "Anti-dilutive Rights"); provided that, with respect to the initial issuance by the Company following the date of this Agreement of Equity Securities which are not Voting Securities, the TDF Non-Voting Equity Interest shall be deemed to be equal to the TDF Consolidated Group Interest or the TDF Group Interest, as

applicable, and thereafter "TDF Non-Voting Equity Interest" shall mean the

percentage of non-voting Equity Securities owned, directly or indirectly, by the TDF Group.

(b) The Company shall be obligated to make a Maintenance Offer with respect to an issuance, sale or transfer of Equity Securities no later than the time of such issuance, sale or transfer. The Company shall be entitled to make any such Maintenance Offer earlier than such date only if at such earlier time the number of Equity Securities to be issued, sold or transferred in such transaction is fixed and the price per share of such Equity Securities in such transaction has been determined pursuant to Section 2.01(c) below. Any such Maintenance Offer shall specify the number of Equity Securities being issued, sold or transferred (other than to TDF) and the number and price of the Maintenance Securities being offered to TDF as a result thereof; provided that,

the number of Maintenance Securities with respect to an issuance, sale or transfer of Equity Securities required to be offered in any Maintenance Offer shall be determined as of the time the Company makes such Maintenance Offer. TDF shall have the right to accept such Maintenance Offer for any or all of the Maintenance Securities by delivery of a written acceptance delivered to the Company within 30 Business Days after TDF's receipt of such Maintenance Offer and, upon delivery of such acceptance, TDF shall be legally obligated to purchase such Maintenance Securities, subject only to the issuance, sale or transfer, as applicable, of the Equity Securities giving rise to TDF's Anti-dilutive Rights. Notwithstanding the foregoing, if TDF delivers a written acceptance for any or all of the Maintenance Securities offered in a Maintenance Offer which the Company elected to deliver prior to the date of the issuance, sale or transfer of the Equity Securities giving rise to such Maintenance Offer, but such issuance, sale or transfer giving rise to such Maintenance Offer has not been consummated within 60 Business Days of TDF's acceptance of such Maintenance Offer, each of the Company's Maintenance Offer, TDF's acceptance of such Maintenance Offer and such parties' rights and obligations with respect thereto shall terminate, such prior Maintenance Offer shall be deemed not to have been made by the Company and the Company's obligation to make a Maintenance Offer with respect to such issuance, sale or transfer shall be reinstated. If TDF does not deliver to the Company written notice of acceptance of any Maintenance Offer within 30 Business Days after TDF's receipt of such Maintenance Offer, TDF shall be deemed to have waived its right to purchase all or any part of the Maintenance Securities set forth in such Maintenance Offer, but TDF shall retain its rights under this Article II with respect to future Maintenance Offers relating to other issuances, sales or transfers of Equity Securities.

(c) The price in cash at which Maintenance Securities in respect of any given issuance, sale or transfer of Equity Securities shall be offered to TDF shall be determined as follows. In the case of Equity Securities being issued, sold or transferred for cash or cash equivalents, the price shall be the same price for which such Equity Securities are being issued, sold or transferred (provided that, in the case of an underwritten or similar offering, TDF shall have the benefit of any underwriting or similar discount). In the case of Equity Securities being issued, sold or transferred for consideration other than for cash or cash equivalents, the per share price shall be (i) in the case where the parties in the transaction have agreed in writing on a value per Equity Security, such agreed value, (ii) in the case where the parties in the transaction have agreed in writing on a method for determining a value per Equity Security, the value determined

by such method and (iii) in the case where the parties in the transaction have not agreed in writing on a value per Equity Security or a method for determining such value, the value determined by dividing (A) the Fair Market Value (as determined in good faith by the Board) of such non-cash consideration as of the date the Board approves the transaction giving rise to such issuance, sale or transfer of Equity Securities by (B) the number of Equity Securities being issued, sold or transferred therefor.

(d) The Anti-dilutive Rights set forth above shall not apply to (i) the grant or exercise of options to purchase Common Stock to employees, directors or consultants of the Company or any of its Subsidiaries prior to the date of the Exchange Agreement and listed on Schedule 6.32 to the Exchange Agreement or otherwise pursuant to a stock option or similar executive employee benefit plan in existence on the date hereof; (ii) the grant or exercise of options to purchase Common Stock or the issuance of shares of Common Stock as compensation in the ordinary course of business consistent with practice for public companies of a size and nature (e.g., high growth companies), as determined by approval of

a Special Majority Vote of the Board with a statement to such effect, as the Company to employees or directors of the Company or any of its Subsidiaries or otherwise pursuant to a stock option or similar executive or employee benefit plan adopted by the Board after the Closing in the ordinary course of business consistent with such practice; (iii) the grant or exercise of options to purchase or the issuance of Common Stock of the Company as compensation in the ordinary course of business consistent with past practice to consultants of the Company or any of its Subsidiaries representing not more than 1% of the aggregate amount of the Common Stock outstanding at the time of such grant or issuance; (iv) the issuance of shares of Common Stock issuable upon conversion of, or in respect of dividends on, the Senior Preferred Stock, or upon exercise of the Senior Preferred Warrants; (v) securities issued pursuant to any stock split, stock dividend, rights offering, recapitalization, reclassification or similar transaction, which securities are issued pro rata among, and pro rata within, all classes of stock which are subject to such stock split, stock dividend, rights offering, recapitalization, reclassification or similar transaction; (vi) securities issued upon conversion or exchange of any Equity Security in connection with which TDF had been granted Anti-dilutive Rights upon the issuance thereof in accordance with Section 2.01(a); and (vii) Voting Securities issued upon exercise of the Rights (as defined in the Exchange Agreement) pursuant to the Rights Plan (as defined in the Exchange Agreement); provided that the action referred to in clauses (ii), (iii) or (v) of this

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Section 2.01(d), as the case may be, shall have been approved (to the extent required) in accordance with the provisions of this Agreement.

(e) A closing for the purchase of Maintenance Securities pursuant to Section 2.01(a) and 2.01(b) shall occur on (i) the date of the issuance, sale or transfer of the Equity Securities giving rise to such purchase if TDF accepted the applicable Maintenance Offer at least 10 Business Days prior to such date of issuance, or if not, (ii) the date which is 10 Business Days after TDF's acceptance of the applicable Maintenance Offer if the date of TDF's acceptance is not at least 10 Business Days prior to the date of the issuance, sale or transfer of the Equity Securities giving rise to such purchase, or in either case, (iii) such other date as may be agreed to by TDF and the Company, in each case at a time and place specified by TDF in a notice provided to the Company at least 5 days prior to such closing date of the purchase of the Maintenance Securities.

In connection with such closing, the Company and TDF shall provide such customary closing certificates and opinions as TDF or the Company, as appropriate, shall reasonably request."

3. (a) SECTION 6.02(a) is hereby amended and restated to read in its entirety as follows:

"(a) TDF agrees that at any time after July 1, 1999 but no later than the second anniversary of the Closing (or, if an Unsolicited Offer or Special Business Combination is outstanding on the date the Company delivers the Company Call Notice (as defined below), on or after such date as is five days following the termination or abandonment of such Unsolicited Offer or Special Business Combination) unless (i) the TDF Rollup shall have previously been consummated, (ii) the Common Stock Call Price shall be less than or equal to \$60 (as adjusted for any stock split, stock dividend, rights offering, recapitalization, reclassification or other similar transaction), or (iii) a Business Combination has been consummated, or an Unsolicited Offer or a Special Business Combination is outstanding or has been consummated and TDF has exercised the CTSB Option pursuant to Section 5.01(a)(x) above, the Company shall have the right in its sole discretion (the "Company Call Right"), upon the delivery of a notice (the

"Company Call Notice") by the Company to TDF, to require, subject to the

satisfaction of the Conditions Precedent, subject to proviso (B) to clause (b) below, TDF to transfer and deliver to the Company all, but not less than all (except for one CTSB Ordinary Share), of the TDF CTSB Shares and the TDF CTSB Warrants beneficially owned by the TDF Group in exchange for the TDF Put Shares, the TDF CCIC Warrants and 100,000 shares of Class A Stock (as adjusted from time to time after the date hereof in accordance with the provisions contained in Section 1.02 of the Exchange Agreement)."

(b) In order to compensate TDF for certain possible adverse consequences to the TDF Group as a result of the delivery of the Company Call Notice prior to the second anniversary of the Closing, the Company agrees to satisfy \$6,325,000 of the price otherwise payable by TDF on the exercise of any of its rights under Section 2.01 as set out above.

(c) The requirement set forth in clause (ii)(A) of the definition of "Qualified" in the Governance Agreement that the Company Call Right shall have been exercised by the Company on the second anniversary of the Closing shall be deemed to be satisfied in the event the Company exercises the Company Call Right prior to the second anniversary of the Closing in accordance with the provisions of this Agreement.

4. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

5. This Agreement may be executed in counterparts, all of which shall be considered one and the same instrument, and if one or more such counterparts have been signed by each of the parties and delivered to each other party (by telecopy or otherwise) shall be deemed to be effective as of the date first written above.

6. Except as expressly modified and amended by this Agreement, the Governance Agreement shall continue in full force and effect and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

CROWN CASTLE INTERNATIONAL CORP.,

By /s/ E. Blake Hawk

Name: E. Blake Hawk
Title: Executive Vice President and General Counsel

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: on behalf of
Telediffusion de France S.A., Managing Director