

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

UNDER THE SECURITIES EXCHANGE ACT OF 1934

AMENDMENT NO. 5*

Crown Castle International Corp.
(Name of Issuer)

Common Stock, \$.01 par value
(Title of Class of Securities)

228227104
(CUSIP Number)

SPO Partners & Co.
591 Redwood Highway, Suite 3215
Mill Valley, California 94941
(415) 383-6600

with a copy to:

Alison S. Ressler
Sullivan & Cromwell LLP
1888 Century Park East
Los Angeles, CA 90067
(310) 712-6600
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

June 24, 2003
(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 Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box.

*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 purpose 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).

Page 2 of 30

CUSIP No. 228227104	
1	Name of Reporting Person: SPO Partners II, L.P.
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: WC
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f): <input type="checkbox"/>
6	Citizenship or Place of Organization: Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 24,227,663(1)
	8	Shared Voting Power: -0-
	9	Sole Dispositive Power: 24,227,663(1)
	10	Shared Dispositive Power: -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 24,227,663(1)	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: 11.1%	
14	Type of Reporting Person: PN	

(1) Power is exercised through its sole general partner, SPO Advisory Partners, L.P.

Page 3 of 30

CUSIP No. 228227104		
1	Name of Reporting Person: SPO Advisory Partners, L.P.	
2	Check the Appropriate Box if a Member of a Group:	(a) [] (b) [X]
3	SEC Use Only	
4	Source of Funds: Not Applicable	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):	[]
6	Citizenship or Place of Organization: Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 24,227,663(1)(2)
	8	Shared Voting Power: -0-
	9	Sole Dispositive Power: 24,227,663(1)(2)
	10	Shared Dispositive Power: -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 24,227,663(1)(2)	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: 11.1%	
14	Type of Reporting Person: PN	

- (1) Solely in its capacity as the sole general partner of SPO Partners II, L.P.
- (2) Power is exercised through its corporate general partner, SPO Advisory Corp.

CUSIP No. 228227104		
1	Name of Reporting Person: San Francisco Partners, L.P.	
2	Check the Appropriate Box if a Member of a Group: (a) [] (b) [X]	
3	SEC Use Only	
4	Source of Funds: WC	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f): []	
6	Citizenship or Place of Organization: California	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 2,847,300(1)
	8	Shared Voting Power: -0-
	9	Sole Dispositive Power: 2,847,300(1)
	10	Shared Dispositive Power: -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 2,847,300(1)	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares: []	
13	Percent of Class Represented by Amount in Row 11: 1.3%	
14	Type of Reporting Person: PN	

- (1) Power is exercised through its sole general partner, SF Advisory Partners, L.P.

CUSIP No. 228227104	
1	Name of Reporting Person: SF Advisory Partners, L.P.
2	Check the Appropriate Box if a Member of a Group: (a) [] (b) [X]
3	SEC Use Only
4	Source of Funds: Not Applicable
5	Check Box if Disclosure of Legal Proceedings is []

	Required Pursuant to Items 2(e) or 2(f):	
6	Citizenship or Place of Organization: Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 2,847,300(1)(2)
	8	Shared Voting Power: -0-
	9	Sole Dispositive Power: 2,847,300(1)(2)
	10	Shared Dispositive Power: -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 2,847,300(1)(2)	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: 1.3%	
14	Type of Reporting Person: PN	

- (1) Solely in its capacity as the sole general partner of San Francisco Partners, L.P.
- (2) Power is exercised through its corporate general partner, SPO Advisory Corp.

CUSIP No. 228227104		
1	Name of Reporting Person: SPO Advisory Corp.	
2	Check the Appropriate Box if a Member of a Group:	(a) [] (b) [X]
3	SEC Use Only	
4	Source of Funds: Not Applicable	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):	[]
6	Citizenship or Place of Organization: Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 27,074,963(1)(2)
	8	Shared Voting Power: -0-
	9	Sole Dispositive Power: 27,074,963(1)(2)
	10	Shared Dispositive Power: -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 27,074,963(1)(2)	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]

13	Percent of Class Represented by Amount in Row 11: 12.4%
14	Type of Reporting Person: CO

(1) Solely in its capacity as the general partner of SPO Advisory Partners, L.P. with respect to 24,227,663 of such shares; and solely in its capacity as the general partner of SF Advisory Partners, L.P. with respect to 2,847,300 of such shares.

(2) Power is exercised through its three controlling persons, John H. Scully, William E. Oberndorf and William J. Patterson.

CUSIP No. 228227104		
1	Name of Reporting Person: Cranberry Lake Partners, L.P.	
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: WC	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f): <input type="checkbox"/>	
6	Citizenship or Place of Organization: California	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 339,800(1)
	8	Shared Voting Power: -0-
	9	Sole Dispositive Power: 339,800(1)
	10	Shared Dispositive Power: -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 339,800(1)	
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: 0.2%	
14	Type of Reporting Person: PN	

(1) Power is exercised through its sole general partner, the John and Irene Scully Trust, dated May 30, 1994, for which John H. Scully and Irene S. Scully are the trustees.

CUSIP No. 228227104	
1	Name of Reporting Person: Oberndorf Foundation
2	Check the Appropriate Box if a Member of a Group: (a) <input type="checkbox"/>

3	SEC Use Only		
4	Source of Funds: WC		
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):		[]
6	Citizenship or Place of Organization: California		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 400,000(1)	
	8	Shared Voting Power: -0-	
	9	Sole Dispositive Power: 400,000(1)	
	10	Shared Dispositive Power: -0-	
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 400,000(1)		
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:		[]
13	Percent of Class Represented by Amount in Row 11: 0.2%		
14	Type of Reporting Person: PN		

(1) Power is exercised through its two directors: William E. Oberndorf and Susan C. Oberndorf.

CUSIP No. 228227104

1	Name of Reporting Person: The John and Irene Scully Trust, dated May 30, 1994		
2	Check the Appropriate Box if a Member of a Group:		(a) [] (b) [X]
3	SEC Use Only		
4	Source of Funds: PF and OO		
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):		[]
6	Citizenship or Place of Organization: California		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 1,002,200(1)(2)	
	8	Shared Voting Power: -0-	
	9	Sole Dispositive Power: 1,002,200(1)(2)	
	10	Shared Dispositive Power: -0-	

11	Aggregate Amount Beneficially Owned by Each Reporting Person: 1,002,200(1)(2)	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: 0.5%	
14	Type of Reporting Person: OO	

(1) Solely in its capacity as the sole general partner of Cranberry Lake Partners, L.P. with respect to 339,800 of such shares and directly with respect to 662,400 of such shares.

(2) Power is exercised through its trustees, John H. Scully and Irene S. Scully.

Page 10 of 30

CUSIP No. 228227104		
1	Name of Reporting Person: Phoebe Snow Foundation, Inc.	
2	Check the Appropriate Box if a Member of a Group:	(a) [] (b) [X]
3	SEC Use Only	
4	Source of Funds: WC	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):	[]
6	Citizenship or Place of Organization: California	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 2,705,900(1)
	8	Shared Voting Power: -0-
	9	Sole Dispositive Power: 2,705,900(1)
	10	Shared Dispositive Power: -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 2,705,900(1)	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: 1.2%	
14	Type of Reporting Person: CO	

(1) Power is exercised through its controlling person, sole director and executive officer, John H. Scully.

Page 11 of 30

CUSIP No. 228227104

1	Name of Reporting Person: John H. Scully	
2	Check the Appropriate Box if a Member of a Group:	(a) [] (b) [X]
3	SEC Use Only	
4	Source of Funds: PF and Not Applicable	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):	[]
6	Citizenship or Place of Organization: USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 3,598,700(1)
	8	Shared Voting Power: 28,077,163(2)
	9	Sole Dispositive Power: 3,598,700(1)
	10	Shared Dispositive Power: 28,077,163(2)
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 31,675,863(1)(2)	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: 14.5%	
14	Type of Reporting Person: IN	

(1) 892,800 of such shares are held in the John H. Scully Individual Retirement Accounts, which are self-directed, and 2,705,900 shares may be deemed to be beneficially owned by Mr. Scully solely in his capacity as controlling person, sole director and executive officer of Phoebe Snow Foundation, Inc.

(2) Of these, 27,074,963 shares may be deemed to be beneficially owned by Mr. Scully solely in his capacity as one of three controlling persons of SPO Advisory Corp., 339,800 shares may be deemed to be beneficially owned by Mr. Scully solely in his capacity as a trustee for the general partner of Cranberry Lake Partners, L.P., and 662,400 shares may be deemed to be beneficially owned by Mr. Scully solely in his capacity as a trustee for The John and Irene Scully Trust, dated May 30, 1994.

CUSIP No. 228227104		
1	Name of Reporting Person: William E. Oberndorf	
2	Check the Appropriate Box if a Member of a Group:	(a) [] (b) [X]
3	SEC Use Only	
4	Source of Funds: PF and Not Applicable	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):	[]

6	Citizenship or Place of Organization: USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 1,425,000(1)
	8	Shared Voting Power: 27,624,963(2)
	9	Sole Dispositive Power: 1,425,000(1)
	10	Shared Dispositive Power: 27,624,963(2)
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 29,049,963(1)(2)	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: 13.3%	
14	Type of Reporting Person: IN	

(1) 1,025,000 of such shares are held in William E. Oberndorf's Individual Retirement Accounts, which are self-directed, 350,000 of such shares may be deemed to be beneficially owned by Mr. Oberndorf solely in his capacity as sole general partner of Oberndorf Family Partners, a family partnership, and 50,000 of such shares are owned by Mr. Oberndorf's minor children who share his household.

(2) Of these shares, 27,074,963 shares may be deemed to be beneficially owned by Mr. Oberndorf solely in his capacity as one of three controlling persons of SPO Advisory Corp., 400,000 shares may be deemed to be beneficially owned by Mr. Oberndorf solely in his capacity as one of the directors of Oberndorf Foundation, a family foundation, and 150,000 shares may be deemed to be beneficially owned by Mr. Oberndorf solely in his capacity as a trustee for a trust for the benefit of himself and his wife, Susan C. Oberndorf.

CUSIP No. 228227104		
1	Name of Reporting Person: William J. Patterson	
2	Check the Appropriate Box if a Member of a Group:	(a) [] (b) [X]
3	SEC Use Only	
4	Source of Funds: PF and Not Applicable	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):	[]
6	Citizenship or Place of Organization: USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 15,000
	8	Shared Voting Power: 27,074,963
	9	Sole Dispositive Power: 15,000
	10	Shared Dispositive Power: 27,074,963

11	Aggregate Amount Beneficially Owned by Each Reporting Person: 27,089,963(1)	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: 12.4%	
14	Type of Reporting Person: IN	

(1) 27,074,963 of these shares may be deemed to be beneficially owned by Mr. Patterson solely in his capacity as one of three controlling persons of SPO Advisory Corp and 15,000 of these shares are owned by him directly.

CUSIP No. 228227104		
1	Name of Reporting Person: David M. Kashen	
2	Check the Appropriate Box if a Member of a Group:	(a) [] (b) [X]
3	SEC Use Only	
4	Source of Funds: PF	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):	[]
6	Citizenship or Place of Organization: USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 11,200
	8	Shared Voting Power: -0-
	9	Sole Dispositive Power: 11,200
	10	Shared Dispositive Power: -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 11,200	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: **0.1%	
14	Type of Reporting Person: IN	

** Denotes less than.

CUSIP No. 228227104		

1	Name of Reporting Person: Edward H. McDermott	
2	Check the Appropriate Box if a Member of a Group:	(a) [] (b) [X]
3	SEC Use Only	
4	Source of Funds: PF	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):	[]
6	Citizenship or Place of Organization: USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 5,500
	8	Shared Voting Power: -0-
	9	Sole Dispositive Power: 5,500
	10	Shared Dispositive Power: -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 5,500	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: **0.1%	
14	Type of Reporting Person: IN	

** Denotes less than.

CUSIP No. 228227104		
1	Name of Reporting Person: Kurt C. Mobley	
2	Check the Appropriate Box if a Member of a Group:	(a) [] (b) [X]
3	SEC Use Only	
4	Source of Funds: PF	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):	[]
6	Citizenship or Place of Organization: USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 100,000(1)
	8	Shared Voting Power: -0-

PERSON WITH	9	Sole Dispositive Power: 100,000(1)
	10	Shared Dispositive Power: -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 100,000(1)	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: **0.1%	
14	Type of Reporting Person: IN	

** Denotes less than.

(1) Includes 20,000 shares beneficially owned solely in his capacity as the sole general partner of Cannonball Creek L.P., a family partnership, and 30,000 shares held in his individual retirement account.

Page 17 of 30

CUSIP No. 228227104		
1	Name of Reporting Person: Brian Scully	
2	Check the Appropriate Box if a Member of a Group:	(a) [] (b) [X]
3	SEC Use Only	
4	Source of Funds: PF	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):	[]
6	Citizenship or Place of Organization: USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 14,900
	8	Shared Voting Power: -0-
	9	Sole Dispositive Power: 14,900
	10	Shared Dispositive Power: -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 14,900	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: **0.1%	
14	Type of Reporting Person: IN	

** Denotes less than.

CUSIP No. 228227104

1	Name of Reporting Person: Vincent Scully	
2	Check the Appropriate Box if a Member of a Group:	(a) [] (b) [X]
3	SEC Use Only	
4	Source of Funds: PF	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):	[]
6	Citizenship or Place of Organization: USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 11,000
	8	Shared Voting Power: -0-
	9	Sole Dispositive Power: 11,000
	10	Shared Dispositive Power: -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 11,000	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: **0.1%	
14	Type of Reporting Person: IN	

** Denotes less than.

CUSIP No. 228227104

1	Name of Reporting Person: Betty Jane Weimer	
2	Check the Appropriate Box if a Member of a Group:	(a) [] (b) [X]
3	SEC Use Only	
4	Source of Funds: PF	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):	[]
6	Citizenship or Place of Organization: USA	

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 18,000
	8	Shared Voting Power: -0-
	9	Sole Dispositive Power: 18,000
	10	Shared Dispositive Power: -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 18,000	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: **0.1%	
14	Type of Reporting Person: IN	

** Denotes less than.

CUSIP No. 228227104		
1	Name of Reporting Person: Michael B. Yuen	
2	Check the Appropriate Box if a Member of a Group:	(a) [] (b) [X]
3	SEC Use Only	
4	Source of Funds: PF	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):	[]
6	Citizenship or Place of Organization: USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 65,000
	8	Shared Voting Power: -0-
	9	Sole Dispositive Power: 65,000
	10	Shared Dispositive Power: -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 65,000	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: **0.1%	
14	Type of Reporting Person: IN	

CUSIP No. 228227104		
1	Name of Reporting Person: Oberndorf Family Partners	
2	Check the Appropriate Box if a Member of a Group:	(a) [] (b) [X]
3	SEC Use Only	
4	Source of Funds: WC	
5	Check Box if Disclosure of Legal Proceedings is Required Pursuant to Items 2(e) or 2(f):	[]
6	Citizenship or Place of Organization: California	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	Sole Voting Power: 350,000(1)
	8	Shared Voting Power: -0-
	9	Sole Dispositive Power: 350,000(1)
	10	Shared Dispositive Power: -0-
11	Aggregate Amount Beneficially Owned by Each Reporting Person: 350,000(1)	
12	Check Box if the Aggregate Amount in Row 11 Excludes Certain Shares:	[]
13	Percent of Class Represented by Amount in Row 11: 0.2%	
14	Type of Reporting Person: PN	

(1) Power is exercised through its sole general partner, William E. Oberndorf.

This Amendment No. 5 amends the Schedule 13D (the "Original 13D") filed with the Securities and Exchange Commission ("SEC") on August 5, 2002, as amended on August 13, 2002, February 13, 2003, February 20, 2003 and March 5, 2003. Unless otherwise stated herein, the Original 13D, as previously amended, remains in full force and effect. Terms used herein and not defined herein shall have the meanings ascribed thereto in the Original 13D, as amended.

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

Item 3 is hereby amended and restated in its entirety as follows:

The source and amount of the funds used or to be used by the Reporting Persons to purchase the Shares are as follows:

Name	Source of Funds	Amount of Funds
SPO	Contributions from Partners	\$109,392,422(2)
SPO Advisory Partners	Not Applicable	Not Applicable

SFP	Contributions from Partners	\$10,913,822
SPO Advisory Partners	Not Applicable	Not Applicable
SPO Advisory Corp.	Not Applicable	Not Applicable
CLP	Contributions from Partners	\$4,450,959(3)
O Foundation	Contributions from Shareholders	\$1,760,375
Scully Trust	Personal Funds(1)	\$8,716,901(4)
PS Foundation	Contributions from Shareholders	\$10,939,626
JHS	Personal Funds(1)	\$4,290,276
WEO	Personal Funds(1)	\$4,926,693
WJP	Personal Funds(1)	\$58,140
DMK	Personal Funds(1)	\$42,873
EHM	Personal Funds(1)	\$30,105
KCM	Personal Funds(1)	\$225,690
BS	Personal Funds(1)	\$113,600
VS	Personal Funds(1)	\$84,976
BJW	Personal Funds(1)	\$60,300
MBY	Personal Funds(1)	\$191,130
OFP	Contributions from Partners	\$1,410,500

(1) As used herein, the term “Personal Funds” includes sums borrowed from banks and brokerage firm margin accounts, none of which were borrowed or otherwise obtained for the specific purpose of acquiring, holding, trading or voting the Shares.

(2) Net of proceeds of \$1,888,230.

(3) Net of proceeds of \$1,882,013.

(4) Net of proceeds of \$3,596,975.

Item 4. Purpose of Transaction.

Item 4 is hereby amended and restated in its entirety as follows:

The Reporting Persons have acquired the Shares reported herein for investment purposes. Consistent with such purpose, the Reporting Persons have had, and may have in the future, discussions with management of the Issuer and may make suggestions concerning the Issuer’s operations, prospects, business and financial strategies, assets and liabilities, business and financing alternatives and such other matters as the Reporting Persons may deem relevant to their investments in the Shares. Each Reporting Person expects that it will, from time to time, review its investment position in the Issuer and may, depending on market and other conditions, increase or decrease its investment position in the Shares or other securities of the Issuer including, with respect to SPO, by way of sales under a registration statement as described in Item 6.

Whether the Reporting Persons purchase any additional Shares or other securities of the Issuer or dispose of any Shares or other securities of the Issuer, and the amount and timing of any such transactions, will depend upon the Reporting Persons’ individual continuing assessments of pertinent factors, including the availability of Shares or other securities of the Issuer for purchase at particular price levels, the Issuer’s and the particular Reporting Person’s business and prospects, other business investment opportunities available to the particular Reporting Person, economic conditions, stock market conditions, money market conditions, the attitudes and actions of the Board of Directors and management of the Company, the availability and nature of opportunities to dispose of the particular Reporting Person’s interest in the Issuer and other plans and requirements of the particular

Reporting Person. Depending upon his individual assessments of these factors from time to time, each Reporting Person may change his present intentions as stated above, including determining to acquire additional Shares or other securities of the Issuer (by means of open market or privately negotiated purchases) or to dispose of some or all of the Shares or other securities of the Issuer held by him or under his control. In addition, each Reporting Person may from time to time enter into swap or other derivative transactions with respect to his investment in the Shares or other securities of the Issuer.

Except as set forth in this Item 4, the Reporting Persons have no present plans or proposals that relate to or that would result in any of the actions specified in clauses (a) through (j) of Item 4 of Schedule 13D of the Act.

Item 5. Interest in Securities of the Issuer.

Item 5 is hereby amended and restated in its entirety as follows:

(a) Percentage interest calculations for each Reporting Person are based upon the Issuer having 219,014,803 total outstanding shares of Common Stock, as reported to SPO Partners & Co. in a letter, dated June 23, 2003, from the Issuer.

SPO

The aggregate number of Shares that SPO owns beneficially, pursuant to Rule 13d-3 of the Act, is 24,227,663 Shares, which constitutes approximately 11.1% of the outstanding Shares.

SPO Advisory Partners

Because of its position as the sole general partner of SPO, SPO Advisory Partners may, pursuant to Rule 13d-3 of the Act, be deemed to be the beneficial owner of 24,227,663 Shares, which constitutes approximately 11.1% of the outstanding Shares.

SFP

The aggregate number of Shares that SFP owns beneficially, pursuant to Rule 13d-3 of the Act, is 2,847,300 Shares, which constitutes approximately 1.3% of the outstanding Shares.

SF Advisory Partners

Because of its position as the sole general partner of SFP, SF Advisory Partners may, pursuant to Rule 13d-3 of the Act, be deemed to be the beneficial owner of 2,847,300 Shares, which constitutes approximately 1.3% of the outstanding Shares.

SPO Advisory Corp.

Because of its positions as the general partner of each of SPO Advisory Partners and SF Advisory Partners, SPO Advisory Corp. may, pursuant to Rule 13d-3 of the Act, be deemed to be the beneficial owner of 27,074,963 Shares in the aggregate, which constitutes approximately 12.4% of the outstanding Shares.

CLP

The aggregate number of Shares that CLP owns beneficially, pursuant to Rule 13d-3 of the Act, is 339,800 Shares, which constitutes approximately 0.2% of the outstanding Shares.

O Foundation

The aggregate number of Shares that O Foundation owns beneficially, pursuant to Rule 13d-3 of the Act, is 400,000 Shares, which constitutes approximately 0.2% of the outstanding Shares.

Scully Trust

Individually, and because of its position as the sole general partner of CLP, Scully Trust may, pursuant to Rule 13d-3 of the Act, be deemed to be the beneficial owner of 1,002,200 Shares, which constitutes approximately 0.5% of the outstanding Shares.

PS Foundation

The aggregate number of Shares that PS Foundation owns beneficially, pursuant to Rule 13d-3 of the Act, is 2,705,900 Shares, which constitutes approximately 1.2% of the outstanding Shares.

JHS

Individually, and because of his positions as a control person of SPO Advisory Corp., trustee for Scully Trust, which serves as the sole general partner of CLP, and controlling person, sole director and officer of PS Foundation, JHS may, pursuant to Rule 13d-3 of the Act, be deemed to be the beneficial owner of 31,675,863 Shares, which constitutes approximately 14.5% of the outstanding Shares.

WEO

Individually, and because of his positions as a control person of SPO Advisory Corp. and O Foundation, sole general partner of Oberndorf Family Partners, and trustee of the William and Susan Oberndorf Trust, dated 10/15/98, WEO may, pursuant to Rule 13d-3 of the Act, be deemed to be the beneficial owner of 29,049,963 Shares in the aggregate, which constitutes approximately 13.3% of the outstanding Shares.

WJP

Individually and because of his position as a control person of SPO Advisory Corp., WJP may, pursuant to Rule 13d-3 of the Act, be deemed to be the beneficial owner of 27,089,963 Shares in the aggregate, which constitutes approximately 12.4% of the outstanding Shares.

DMK

The aggregate number of Shares that DMK owns beneficially, pursuant to Rule 13d-3 of the Act, is 11,200 Shares, which constitutes less than 0.1% of the outstanding Shares.

EHM

The aggregate number of shares that EHM owns beneficially, pursuant to Rule 13d-3 of the Act, is 5,500 Shares, which constitutes less than 0.1% of the outstanding Shares.

KCM

The aggregate number of shares that KCM owns beneficially, pursuant to Rule 13d-3 of the Act, is 100,000 Shares, which constitutes less than 0.1% of the outstanding Shares.

BS

The aggregate number of shares that BS owns beneficially, pursuant to Rule 13d-3 of the Act, is 14,900 Shares, which constitutes less than 0.1% of the outstanding Shares.

VS

The aggregate number of shares that VS owns beneficially, pursuant to Rule 13d-3 of the Act, is 11,000 Shares, which constitutes less than 0.1% of the outstanding Shares.

BJW

The aggregate number of shares that BJW owns beneficially, pursuant to Rule 13d-3 of the Act, is 18,000 Shares, which constitutes less than 0.1% of the outstanding Shares.

MBY

The aggregate number of shares that MBY owns beneficially, pursuant to Rule 13d-3 of the Act, is 65,000 Shares, which constitutes less than 0.1% of the outstanding Shares.

OFP

The aggregate number of shares that OFP owns beneficially, pursuant to Rule 13d-3 of the Act, is 350,000, which constitutes approximately 0.2% of the outstanding Shares.

To the best of the knowledge of each of the Reporting Persons, other than as set forth above, none of the persons named in Item 2 hereof is the beneficial owner of any Shares.

(b)

SPO

Acting through its sole general partner, SPO has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 24,227,663 Shares.

SPO Advisory Partners

Acting through its general partner and in its capacity as the sole general partner of SPO, SPO Advisory Partners has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 24,227,663 Shares.

SFP

Acting through its sole general partner, SFP has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 2,847,300 Shares.

SF Advisory Partners

Acting through its general partner and in its capacity as the sole general partner of SFP, SF Advisory Partners has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 2,847,300 Shares.

SPO Advisory Corp.

Acting through its controlling persons and in its capacities as the general partner of each of SPO Advisory Partners and SF Advisory Partners, SPO Advisory Corp. has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 27,074,963 Shares in the aggregate.

CLP

Acting through its sole general partner, CLP has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 339,800 Shares.

O Foundation

Acting through its controlling persons, O Foundation has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 400,000 Shares.

Scully Trust

Acting through its trustees and in its capacity as the sole general partner of CLP, Scully Trust has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 339,800 Shares in the aggregate. Acting through its trustees, Scully Trust has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 662,400 Shares in the aggregate.

PS Foundation

Acting through its controlling person, PS Foundation has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 2,705,900 Shares.

JHS

As one of three controlling persons of SPO Advisory Corp., which is the general partner of each of SPO Advisory Partners and SF Advisory Partners, JHS may be deemed to have shared power with WEO and WJP to vote or to direct the vote and to dispose or to direct the disposition of 27,074,963 Shares held by SPO and SFP in the aggregate. Because of his positions as a trustee for Scully Trust, which serves as the sole general partner of CLP, JHS may be deemed to have shared power to vote or to direct the vote and to dispose or to direct the disposition of 1,002,200 Shares held by CLP and Scully Trust in the aggregate. JHS has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 892,800 Shares held in the John H. Scully Individual Retirement Account, a self-directed individual retirement account, and 2,705,900 shares held by the PS Foundation, for which JHS is the controlling person, sole director and officer.

WEO

As one of three controlling persons of SPO Advisory Corp., which is the general partner of each of SPO Advisory Partners and SF Advisory Partners, WEO may be deemed to have shared power with JHS and WJP to vote or to direct the vote and to dispose or to direct the disposition of 27,074,963 Shares held by SPO and SFP in the aggregate. WEO may be deemed to have shared power to vote or to direct the vote and to dispose or to direct the disposition of 150,000 Shares held in the William and Susan Oberndorf Trust, dated 10/15/98 and 400,000 Shares held by O Foundation. Individually, and because of his position as the sole general partner of OFP, a family partnership, WEO has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 350,000 shares held by OFP, 1,025,000 Shares held in Mr. Oberndorf's Individual Retirement Accounts, which are self directed, and 50,000 Shares owned by his minor children.

WJP

As one of three controlling persons of SPO Advisory Corp., which is the general partner of each of SPO Advisory Partners and SF Advisory Partners, WJP may be deemed to have shared power with JHS and WEO to vote or to direct the vote and to dispose or to direct the disposition of 27,074,963 Shares held by SPO and SFP in the aggregate. Individually, WJP has the power to vote or to directly vote and to dispose or direct the disposition of 15,000 Shares.

DMK

DMK has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 11,200 Shares.

EHM

EHM has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 5,500 Shares.

KCM

KCM has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 100,000 Shares.

BS

BS has the sole power to vote or to direct the vote and to dispose or direct the disposition of 14,900 Shares.

VS

VS has the sole power to vote or to direct the vote and to dispose or direct the disposition of 11,000 Shares.

BJW

BJW has the sole power to vote or to direct the vote and to dispose or direct the disposition of 18,000 Shares.

MBY

MBY has the sole power to vote or to direct the vote and to dispose or to direct the disposition of 65,000 Shares.

OFP

OFP has the sole power to vote or to direct the vote and to dispose or direct the disposition of 350,000 Shares.

(c) Since the most recent filing on Schedule 13D, the Reporting Persons purchased Shares in open market transactions on the New York Stock Exchange ("NYSE") as set forth on Schedule I attached hereto. Additionally, on June 24, 2003, SPO Partners II, L.P. purchased 4,900,000 Shares from Bell Atlantic Mobile, Inc. at a price of \$7.40 per Share in a privately negotiated transaction that closed in New York, New York.

Except as set forth in this paragraph (c), to the best of the knowledge of each of the Reporting Persons, none of the persons named in response to paragraph (a) has effected any transactions in Shares since the most recent filing on Schedule 13D.

(d) Each of the Reporting Persons affirms that no person other than such Reporting Person has the right to receive or the power to direct the receipt of distributions with respect to, or the proceeds from the sale of, the Shares owned by such Reporting Person.

(e) Not applicable.

Page 27 of 30

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

Item 6 is hereby amended and restated in its entirety as follows:

SPO entered into a Securities Purchase Agreement (the "Purchase Agreement") with Bell Atlantic Mobile, Inc. ("Bell Atlantic") on June 24, 2003 (the "Purchase Agreement"), to purchase 4,900,000 Shares, as reported in Item 5(c) of this Amendment No. 5 (the "Purchased Shares"), from Bell Atlantic. Pursuant to the Purchase Agreement, Bell Atlantic agreed to assign and transfer to SPO all of Bell Atlantic's rights related to the Purchased Shares under, and in accordance with the terms of, a registration rights agreement effective as of December 8, 1998, as amended by a letter agreement dated May 1, 2003, among Bell Atlantic, Crown Atlantic Holding Company LLC, CCA Investment Corp. and the Issuer (the "Rights Agreement"). In connection with the Purchase Agreement, the Issuer executed and delivered an acknowledgment to a side letter dated June 24, 2003, pursuant to which the Issuer agreed and acknowledged that the Purchased Shares are "Registrable Securities" for purposes of the Rights Agreement and that the rights of Bell Atlantic under the Rights Agreement would inure to the benefit of SPO in accordance with its provisions. Under the Rights Agreement and subject to the terms and conditions contained therein, if the Issuer at any time proposes to register any of its securities under the Securities Act, SPO has the right to request that the Issuer include any of the Purchased Shares in the securities to be covered by such registration statement. In addition, SPO has the right, at any time, to request that the Issuer file a registration

statement on Form S-3 or any other successor form thereto for a public offering of all or any portion of the Purchased Shares, so long as the Issuer is entitled to use such form to register such Shares.

Pursuant to the Purchase Agreement, Bell Atlantic agreed to instruct the Issuer to include SPO as a selling stockholder in a registration statement to be filed by the Issuer with the Securities and Exchange Commission on Form S-3 to cover shares of common stock of the Issuer retained by Bell Atlantic, and to include the Purchased Shares in such registration statement. In connection with this agreement, SPO agreed that it would not sell or otherwise dispose of any or all of the Purchased Shares prior to either (i) the date that Bell Atlantic sells all of the shares of common stock of the Issuer owned by Bell Atlantic and included for registration in such registration statement or (ii) December 1, 2003, whichever is earlier.

Except as set forth herein and in the Exhibits filed herewith or with the Original Schedule 13D or Amendment No. 1 to Schedule 13D, there are no other contracts, arrangements, understandings or relationships of the type required to be disclosed in response to Item 6 of Schedule 13D of the Act with respect to the Shares owned by the Reporting Persons.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended and restated in its entirety as follows:

<u>Exhibit</u>	<u>Document Description</u>
A	Agreement pursuant to Rule 13d-1(k)(1)(iii)
1	Securities Purchase Agreement, dated June 24, 2003, between Bell Atlantic Mobile, Inc. and SPO Partners II, L.P.
2	Letter Agreement, dated June 24, 2003, between Bell Atlantic Mobile, Inc. and SPO Partners II, L.P.
3	Exhibit 9.8 to the Formation Agreement of Crown Castle International corp., dated as of December 8, 1998, by and among Cellco Partnership, d/b/a/ Bell Atlantic Mobile, the Transferring Partnerships, Crown Castle International Corp. and CCA Investment Corp. (such Exhibit 9.8 referred to herein as the "Rights Agreement")
4	Letter Agreement, dated May 1, 2003, between Bell Atlantic Mobile, Inc., Crown Atlantic Holding Company LLC, CCA Investment Corp. and Crown Castle International Corp. amending the Rights Agreement

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.

DATED: June 25, 2003

By: /s/ Kim M. Silva

Kim M. Silva

Attorney-in-Fact for:

SPO PARTNERS II, L.P. (1)
SPO ADVISORY PARTNERS, L.P. (1)
SAN FRANCISCO PARTNERS, L.P. (1)
SF ADVISORY PARTNERS, L.P. (1)
SPO ADVISORY CORP. (1)
CRANBERRY LAKE PARTNERS, L.P. (1)
OBERNDORF FOUNDATION (1)
THE JOHN AND IRENE SCULLY TRUST,
DATED MAY 30, 1994 (1)
PHOEBE SNOW FOUNDATION, INC. (1)
JOHN H. SCULLY (1)
WILLIAM J. PATTERSON (1)
WILLIAM E. OBERNDORF (1)
DAVID M. KASHEN (1)
EDWARD H. MCDERMOTT (1)
KURT C. MOBLEY (1)
BRIAN SCULLY (1)
VINCENT SCULLY (1)
BETTY JANE WEIMER (1)
MICHAEL B. YUEN (1)
OBERNDORF FAMILY PARTNERS (1)

(1) A Power of Attorney authorizing Kim M. Silva to act on behalf of this person or entity has previously been filed with the Securities and Exchange Commission.

SCHEDULE I TO

SCHEDULE 13D AMENDMENT NO. 5

Reporting Person	Date of Transaction	Type	Number of Shares	Price Per Share	Where/How Transaction Effected
SPO Partners II, L.P.	03/05/03	Buy	870,000	4.49	Open Market/Broker
San Francisco Partners, L.P.	03/05/03	Buy	130,000	4.49	Open Market/Broker
John H. Scully	05/19/03	Buy	110,900	7.34	Open Market/Broker
Brian Scully	05/19/03	Buy	11,500	7.34	Open Market/Broker
Vincent Scully	05/19/03	Buy	7,600	7.34	Open Market/Broker
John H. Scully	05/20/03	Buy	198,300	7.36	Open Market/Broker
Phoebe Snow Foundation	05/20/03	Buy	31,700	7.36	Open Market/Broker
Phoebe Snow Foundation	05/28/03	Buy	150,000	7.86	Open Market/Broker

EXHIBIT INDEX

Exhibit	Document Description
A	Agreement Pursuant to Rule 13d-1(k)
1	Securities Purchase Agreement, dated June 24, 2003, between Bell Atlantic Mobile, Inc. and SPO Partners II, L.P.
2	Letter Agreement, dated June 24, 2003, between Bell Atlantic Mobile, Inc. and SPO Partners II, L.P.
3	Exhibit 9.8 to the Formation Agreement of Crown Castle International Corp., dated as of December 8, 1988, by and among Cellco Partnership, d/b/a/ Bell Atlantic Mobile, the Transferring Partnerships, Crown Castle International Corp. and CCA Investment Corp. (such Exhibit 9.8 referred to herein as the "Rights Agreement")
4	Letter Agreement, dated May 1, 2003, between Bell Atlantic Mobile, Inc., Crown Atlantic Holding Company LLC, CCA Investment Corp., and Crown Castle International Corp. amending the Rights Agreement

Exhibit A

Pursuant to Rule 13d-1(k) of Regulation 13D-G of the General Rules and Regulations of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, the undersigned agrees that the statement to which this Exhibit is attached is filed on behalf of each of them in the capacities set forth below.

DATED: June 25, 2003

By: /s/ Kim M. Silva

Attorney-in-Fact for:

SPO PARTNERS II, L.P. (1)
SPO ADVISORY PARTNERS, L.P. (1)
SAN FRANCISCO PARTNERS II, L.P. (1)
SF ADVISORY PARTNERS, L.P. (1)
SPO ADVISORY CORP. (1)
CRANBERRY LAKE PARTNERS, L.P. (1)
OBERNDORF FOUNDATION (1)
THE JOHN AND IRENE SCULLY TRUST,
DATED MAY 30, 1994 (1)
PHOEBE SNOW FOUNDATION, INC. (1)
JOHN H. SCULLY (1)
WILLIAM J. PATTERSON (1)
DAVID KASHEN (1)
EDWARD H. MCDERMOTT (1)
KURT C. MOBLEY (1)
BRIAN SCULLY (1)
VINCENT SCULLY (1)
BETTY JANE WEIMER (1)
MICHAEL B. YUEN (1)
OBERNDORF FAMILY PARTNERS (1)

(1) A Power of Attorney authorizing Kim M. Silva to act on behalf of this person or entity has previously been filed with the Securities and Exchange Commission.

SECURITIES PURCHASE AGREEMENT

THIS SECURITIES PURCHASE AGREEMENT (this “Agreement”), is made and entered into as of June 24, 2003, by and between Bell Atlantic Mobile, Inc., a Delaware corporation (“Seller”), and SPO Partners II, L.P., a Delaware limited partnership (“Purchaser”).

WHEREAS, Seller is the legal and beneficial owner of 15,597,783 shares of common stock, par value \$0.01 per share (the “Common Stock”), of Crown Castle International Corp., a Delaware corporation (the “Company”); and

WHEREAS, Seller desires to sell 4,900,000 shares of the Common Stock held by it (the “Purchased Shares”), and Purchaser desires to purchase the Purchased Shares for the amount set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein the parties hereto agree as follows:

1. **Purchase and Sale of the Purchased Shares.** Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase the Purchased Shares, at a price equal to \$7.40 per share on June 25, 2003 (the “Closing Date”). The closing shall take place at Verizon Communications Inc., 1095 Avenue of the Americas, New York, New York 10036, or at such other location as shall be mutually agreed to by the parties hereto.

2. **Closing and Delivery of the Purchased Shares.** On the Closing Date, subject to the terms and conditions of this Agreement, each of the following shall occur:

- a) Seller shall (i) cause to be delivered to Purchaser a certificate or certificates for the Purchased Shares, and shall cause to be delivered any documentation required for transfer in form acceptable to the Company and to the transfer agent for the Common Stock and (ii) assign and transfer to Purchaser all of Seller’s rights related to the Purchased Shares under, and in accordance with the terms of, Exhibit 9.8 to the Formation Agreement dated December 8, 1998, relating to the formation of Crown Atlantic Company LLC, Crown Atlantic Holding Sub LLC and Crown Atlantic Holding Company LLC (the “Rights Exhibit”), as amended by the letter agreement dated May 1, 2003 among Seller, Crown Atlantic Holding Company LLC, CCA Investment Corp. and the Company (the “Letter Agreement,” the Rights Exhibit, as amended by the Letter Agreement, being referred to herein as the “Rights Agreement”), in connection with the sale and transfer of the Purchased Shares (the “Registration Rights”) and shall deliver to Purchaser and the Company any documentation necessary to effect such transfer. Delivery of the Purchased Shares shall be made in accordance with the instructions of Purchaser and affixed with such stock powers as Purchaser shall instruct, subject to customary settlement procedures. Seller further covenants that it shall at any time, and from time to time after the date hereof, execute, acknowledge and deliver all further assignments, transfers, and any other such instruments of conveyance, upon the reasonable request of Purchaser, to confirm the sale of the Purchased Shares and the assignment of the Registration Rights hereunder.
- b) Purchaser shall make payment of the aggregate purchase price for the Purchased Shares by wire transfer of immediately available funds to Seller in the amount of \$36,260,000.00, pursuant to Seller’s wire instructions as set forth below. Such payment shall be made against delivery of the Purchased Shares from Seller to Purchaser. All amounts shall be wired to Seller at the following account:

Bank:	Mellon Bank West, 3 Mellon Bank Center, Pittsburgh, PA 15259
ABA Number:	043000261
Account Name:	Verizon Global Funding Corp.
Account Number:	199-2890
For Further Credit to:	Bell Atlantic Mobile, Inc.

3. **Representations of Seller.** Seller represents and warrants to Purchaser that:

- a) Seller is the owner of record and beneficially owns and has the unrestricted right to transfer the Purchased Shares, free and clear of all liens, claims, charges, encumbrances and restrictions on transfer (other than as such right may be restricted by laws of general application, including the Securities Act of 1933, as amended (the “Act”).
- b) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and Seller has full right, power and authority to enter into this Agreement and to transfer the Purchased Shares and perform its obligations hereunder in accordance with the terms of this Agreement and has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement.
- c) This Agreement has been duly authorized, executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller, enforceable in accordance with its terms (subject, as to enforceability, to applicable bankruptcy, insolvency, reorganization or other similar laws and to general principles of equity).

- d) Seller's execution, delivery and performance of this Agreement do not violate or conflict with its certificate of incorporation or bylaws, any resolutions or directives of the board of directors of Seller, any law, rule or regulation applicable to Seller or its assets or properties, or any order or judgment of any court or other agency of government applicable to or affecting Seller or its assets or properties.
- e) All of Seller's rights related to the Purchased Shares under the Rights Agreement are assignable to Purchaser. The Purchased Shares constitute "Registrable Securities" for purposes of the Rights Agreement. On the Closing Date, Seller agrees to assign and transfer all of its rights related to the Purchased Shares under the Rights Agreement to Purchaser, which rights shall thereafter inure to the benefit of Purchaser in accordance with the provisions of paragraph 4 of the Letter Agreement.

-2-

- f) No consent, approval, authorization or order of, or filing or registration with, any court, regulatory authority or other governmental agency or body or third party is required in connection with the transactions contemplated herein.
- g) Seller has not assigned or transferred any interest in any of the Purchased Shares, or entered into any agreement with the Company the effect of which is to modify the rights of the holder of the Purchased Shares as set forth herein.
- h) Seller acknowledges and represents that it has made its own investigation into the merits and risks of entering into the transaction contemplated by this Agreement, and that it has the capacity and financial expertise to evaluate the same; and that it has adequate information concerning the business and financial condition of the Company to make an informed decision regarding the sale of the Purchased Shares and has not relied on any representations or warranties of Purchaser or its agents or affiliates (whether oral or written) other than the representations and warranties of Purchaser expressly provided herein.
- i) Seller is not an "affiliate" of the Company, as such term is defined in Rule 144(a)(1) promulgated under the Act, nor is Seller selling the Purchased Shares on behalf of the Company or any affiliate thereof.
- j) Seller is not currently acting as an agent of the Company, or as an underwriter or a dealer with respect to (or, participating in a distribution of) any securities of the Company.
- k) Seller is not prompted to sell the Purchased Shares by any material, non-public information concerning the Company.
- l) Neither Seller, nor any person acting on its behalf, has made or will make, directly or indirectly, any offers or sales with respect to any of the Purchased Shares by any form of general solicitation or general advertising (within the meaning of Regulation D under the Act).
- m) Neither Seller, nor any person acting on its behalf, has made or will make, directly or indirectly, offers or sales of any security, or has solicited or will solicit offers to buy any security, under circumstances that would require the registration of the sale of the Purchased Shares from Seller to Purchaser under the Act.

4. **Representations of Purchaser.** Purchaser represents and warrants to Seller that:

- a) Purchaser is a limited partnership duly organized, validly existing and in good standing under the laws of Delaware and it has full right, power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the terms of this Agreement and has taken all necessary action to authorize the execution, delivery and performance of this Agreement.
- b) This Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding obligation of it, enforceable in accordance with its terms (subject, as to enforceability, to applicable bankruptcy, insolvency, reorganization or other similar laws and to general principles of equity).

-3-

- c) Purchaser is acquiring the Purchased Shares to be acquired by it hereunder for its own account for investment purposes, and Purchaser will resell such Purchased Shares only in transactions which would be permissible under the securities laws of the United States of America or any state thereof.
- d) Purchaser is an "accredited investor" as such term is defined in Rule 501(a) promulgated under the Act.

- e) Purchaser represents that in the normal course of its business, it invests in or purchases securities similar to the Purchased Shares and that it has sufficient knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of purchasing the Purchased Shares.
- f) Purchaser is aware that it may be required to bear the economic risk of an investment in the Purchased Shares for an indefinite period of time and it is able to bear the risk for an indefinite period.
- g) Purchaser is aware that, until the Company is reasonably satisfied in accordance with industry practice that such legend is not required, a legend similar to the following may appear on the certificates representing the Purchased Shares: "These securities have not been registered under the Securities Act of 1933 and may be re-offered and sold only if so registered or if an exemption from registration is available."
- h) Purchaser acknowledges and represents that it has made its own investigation into the merits and risks of entering into the transaction contemplated by this agreement and that it has the capacity and financial experience to evaluate the same. Purchaser has not relied on any statement, document or other information provided by or on behalf of Seller regarding the business, properties, prospects and financial condition of the Company.
- i) Purchaser believes it has received all the information it considers necessary or appropriate for deciding whether to acquire the Purchased Shares and has had an opportunity to secure all such information as it deems necessary regarding the business, properties, prospects and financial condition of the Company.
- j) Purchaser understands that the offer and the sale of the Purchased Shares are not being registered under the Act.

5. **Registration of Shares; Limitation on Resale.** Seller hereby agrees to instruct the Company to include Purchaser as a selling stockholder in the Designated Registration Statement (as defined in the Rights Agreement) and to include the Purchased Shares in the Designated Registration Statement to register all such shares for sale in one or more public, private, negotiated and other transactions from time to time; provided that Purchaser hereby agrees that it shall not sell or otherwise dispose of any or all of the Purchased Shares prior to either (i) the date that Seller sells all of the shares of Common Stock owned by Seller and included for registration

-4-

in the Designated Registration Statement ("Seller's Registered Shares") or (ii) December 1, 2003, whichever is earlier. Seller hereby agrees to advise Purchaser as to the date it expects to complete its sales of the Seller's Registered Shares and shall notify Purchaser that all Seller's Registrable Shares have been sold within one business day of the closing of such sale or sales.

6. **Law Governing.** This Agreement shall be governed by and constructed in accordance with the laws of the State of New York without reference to choice of law doctrine.

7. **Parties in Interest.** All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, representatives, successors, and assigns of the parties hereto.

8. **Miscellaneous.** This Agreement may be executed concurrently in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document. The headings of the Sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all the previous agreements, promise or representations, whether written or oral, between the parties.

9. **Fees and Expenses.** Each of the Purchaser and Seller agrees to pay its own expenses and disbursements incident to the performance of its obligations hereunder.

-5-

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER:

BELL ATLANTIC MOBILE, INC.

By: /s/ Gary C. Ridge

Name: Gary C. Ridge
Title: Vice President, Secretary and Treasurer

PURCHASER:

SPO PARTNERS II, L.P.

By: SPO Advisory Partners, L.P., its general partner

By: SPO Advisory Corp., its general partner

By: /s/ William E. Oberndorf

Name: William E. Oberndorf
Title: Vice President

Crown Castle International Corp.
510 Bering Drive, Suite 500
Houston, Texas 77057

Ladies and Gentlemen:

Reference is hereby made to the Securities Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and between Bell Atlantic Mobile, Inc., a Delaware corporation ("Seller"), and SPO Partners II, L.P., a Delaware limited partnership ("Purchaser"). Pursuant to, and in accordance with the terms of, the Purchase Agreement, Purchase has sold to Purchaser, and Purchaser has purchased from Seller, 4,900,000 shares of common stock, par value \$0.01 per share, of Crown Castle International Corp. (the "Purchased Shares"). In connection with the sale and purchase of the Purchased Shares, Seller has assigned and transferred to Purchaser, all of Seller's rights related to the Purchased Shares under Exhibit 9.8 to the Formation Agreement dated December 8, 1998, relating to the formation of Crown Atlantic Company LLC, Crown Atlantic Holding Sub LLC and Crown Atlantic Holding Company LLC (the "Rights Exhibit"), as amended by the letter agreement dated May 1, 2003 among Seller, Crown Atlantic Holding Company LLC, CCA Investment Corp. and the Company (the "Letter Agreement") (the Rights Exhibit, as amended by the Letter Agreement, being referred to herein as the "Rights Agreement").

By execution of the acknowledgment below, the Company acknowledges and agrees that the Purchased Shares are "Registrable Shares" for purposes of the Rights Agreement and, as a result of the sale and purchase of the Purchased Shares, the rights of Seller under the Rights Agreement shall inure to the benefit of Purchaser in accordance with the provisions of paragraph 4 of the Letter Agreement. In addition, the Company acknowledges that the sales limitations applicable to Seller under paragraph 10 of the Letter Agreement shall not apply to sales by Purchaser and that the Company will use its best efforts to cause the Designated Registration Statement (as defined in the Letter Agreement) to become and remain effective until all Registrable Shares included in such registration statement have been sold or until such Registrable Shares are eligible for disposition pursuant to Rule 144 of the Securities Act, as amended (so long as all of the Registrable Shares held by each holder included in such registration statement may be sold during one calendar quarter pursuant to such Rule 144).

[The remainder of this page is intentionally left blank]

Yours truly,

BELL ATLANTIC MOBILE, INC.

By: /s/ Gary C. Ridge

Name: Gary C. Ridge
Title: Vice President, Secretary and Treasurer

SPO PARTNERS II, L.P.

By: SPO Advisory Partners, L.P., its general partner

By: SPO Advisory Corp., its general partner

By: /s/ William E. Oberndorf

Name: William E. Oberndorf
Title: Vice President

Agreed and Accepted by:

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ W. Benjamin Moreland

Name: W. Benjamin Moreland

Title: Senior Vice President, Chief Financial Officer; Treasurer

EXHIBIT 9.8

REGISTRATION RIGHTS

SECTION 1. Certain Definitions.

- (a) As used herein, the following terms shall have the following respective meanings:

“Commission” shall mean the U.S. Securities and Exchange Commission.

The terms “register,” “registered” and “registration” refer to a resale registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

“Registrable Shares” shall mean those shares that are (a) (i) the Bidder Contributed Shares and (ii) any securities issued or issuable in respect of the Bidder Contributed Shares upon any stock split, stock dividend, distribution, reorganization, merger, consolidation, consideration, exchange, recapitalization or other similar event occurring following the date of the Agreement and (b) “restricted securities” as defined in rule 144(a)(3) under the Securities Act.

“Registration Expenses” shall mean all expenses, other than Selling Expenses, incurred by Bidder in complying with Sections 2, 3 and 4 hereof, including without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel and independent public accountants for Bidder, fees and expenses (including counsel fees) incurred in connection with complying with state securities or “blue sky” laws, fees of the National Association of Securities Dealers, Inc., transfer taxes, fees of transfer agents and registrars, costs of insurance and fees and disbursements of one counsel for the sellers of Registrable Shares.

“Stockholders” shall mean those individuals and entities listed in Schedule I to the Stockholders Agreement.

“Selling Expenses” shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the Registrable Securities registered pursuant to Sections 2, 3 and 4 hereof and the costs of any accountants, counsel or other experts retained by or on behalf of the holders of such Registrable Securities.

“Stockholders Agreement” shall mean the Stockholders Agreement dated as of the 21st of August, 1998 among Bidder and each of the Stockholders listed in Schedule I thereto.

(b) Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in Article 1 of the Formation Agreement dated as of December 8, 1998 (the “Agreement”), between Celco Partnership, a Delaware general partnership doing business as Bell Atlantic Mobile (“BAM”), Crown Castle International Corp., a Delaware corporation (“Bidder”) and CCA Investment Corp., a wholly-owned, indirect subsidiary of Bidder, of which this Exhibit is a part.

SECTION 2. “Piggy-Back” Registration. If Bidder at any time proposes to register any of its securities under the Securities Act for sale to the public, whether for its own account or for the account of other security holders or both (except with respect to registration statements on Forms S-4, S-8 or any successor or similar forms thereto and other than pursuant to a registration under Section 3), each such time it will give written notice to all holders of outstanding Registrable Shares of its intention to do so. Upon the written request of any such holder, received by Bidder within twenty (20) days after the giving of any such notice by Bidder, to register any of its Registrable Shares, Bidder will, except as provided below, cause the Registrable Shares as to which registration shall have been so requested to be included in the securities to be covered by the registration statement proposed to be filed by the Bidder, all to the extent requisite to permit the sale or other disposition by the holder of such Registrable Shares so registered. In the event that any registration pursuant to this Section 2 shall be, in whole or in part, an underwritten public offering of securities, the number of securities to be included in such an underwriting may be reduced if and to the extent that the managing underwriter shall be of the opinion that such inclusion would adversely affect the marketing of the securities to be sold therein as follows: First, all persons (other than Bidder, the requesting holder of Registrable Shares and the requesting Stockholders) who have requested shares to be registered shall be reduced in the manner provided by Bidder. In the event that the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters, then the number of shares shall be further reduced pro rata among the requesting holders of Registrable Shares according to the number of shares requested by each such holder to be registered. In the event the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters than the number of shares shall be reduced among the requesting Stockholders in accordance with Article IV of the Stockholders Agreement. Notwithstanding the foregoing provisions, the Bidder may withdraw any registration statement referred to in this Section 2 without thereby incurring any liability to the holders of Registrable Shares. There shall be no limit to the number of registrations of Registrable Shares which may be effected under this Section 2.

SECTION 3. Demand Registration.

(a) The holders of at least half of the Registrable Shares at any time after the date of the Agreement and prior to the time Bidder is eligible to file a registration statement on Form S-3 or similar short-form registration, may request Bidder to register under the Securities Act all or a portion of the Registrable Shares held by them for sale in the manner specified in

such notice; provided that (i) the reasonably anticipated aggregate net proceeds to the sellers from such public offering would exceed \$30,000,000 and (ii) subject to Section 3(c), no such request may be made more than once every nine months. Notwithstanding anything to the contrary herein, no request may be made under this Section 3 within 90 days after the effective date of a registration statement filed by Bidder covering a firm commitment underwritten public offering in which the holders of Registrable Shares shall have been entitled to join pursuant to Section 2 and in which there shall have been effectively registered all Registrable Shares as to which registration shall have been requested. Bidder shall be obligated to register the Registrable Shares pursuant to this Section 3(a) on two (2) occasions only; provided, however, that such obligations shall be deemed satisfied only when a registration statement covering all of the Registrable Shares specified in the notices received as aforesaid, for sale in accordance with the method of disposition specified by the requesting holders, shall have become effective and, if such method of disposition is a firm commitment underwritten public offering, all such shares shall have been sold pursuant thereto unless any such registration statement does not become effective due to the withdrawal of 66 2/3% of the Registrable Shares to be registered. Notwithstanding the foregoing, in the event Bidder is entitled to use Form S-3 or similar short-form registration but later is unable to do so, then to the extent the holders have not exercised their two demand rights under this Section 3(a), they shall be eligible to do so under this Section 3(a) until such time as Bidder again is entitled to use Form S-8 or similar short-form registration.

(b) Following receipt of any notice under this Section 3, Bidder shall immediately notify all holders of Registrable Shares from whom notice has not been received that a request for registration pursuant to Section 3(a) has been received and shall use its best efforts to register under the Securities Act, for public sale in accordance with the method of disposition specified in such notice from the requesting holders, the number of shares of Registrable Shares specified in such notice (and in all notices received by Bidder from other holders within twenty (20) days after the giving of such notice by Bidder). If such method of disposition shall be an underwritten public offering, the holders of a majority of the Registrable Shares to be sold in such offering may designate the managing underwriter of such offering, subject to the approval of Bidder, which approval shall not be unreasonably withheld or delayed.

(c) Bidder shall be entitled to include in any registration statement referred to in this Section 3, for sale in accordance with the method of disposition specified by the requesting holders, shares of Bidder's securities to be sold by Bidder for its own account, and shares of any other person having registration rights with respect to the Bidder's securities except as and to the extent that, in the opinion of the managing underwriter (if such method of disposition shall be an underwritten public offering), such inclusion would adversely affect the marketing of the Registrable Shares to be sold, then the number of shares to be registered and sold shall be reduced as follows: First, the shares of Bidder securities requested to be registered by shareholders with "piggyback" or other registration rights (other than the Stockholders and the holders of the Registrable Shares) shall be reduced at the direction of Bidder in accordance with the opinions of the underwriters participating in the public offering.

In the event that the elimination of all of such shares is not sufficient to reduce the number of shares of Bidder's securities to be registered to the number recommended by the underwriters, then the number of shares to be registered by Bidder shall then be reduced. In the event that the number of shares requested to be registered after such reduction shall still be in excess of the number of shares requested to be registered by the underwriters, then the number of shares of Registrable Shares shall be reduced pro rata according to the number of shares requested by each such holder to be registered. In the event the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters, then the number of shares shall be reduced among the requesting Stockholders in accordance with Article IV of the Stockholders Agreement. In the event the number of shares requested to be registered by the holders of Registrable Shares under this Section 3 is reduced to any extent as a result of this Section 3(c), then (i) the holders of Registrable Shares shall not be deemed to have exercised a demand right pursuant to this Section 3, (ii) the holders of Registrable Shares shall be entitled to make another request to register all or a portion of the Registrable Shares at anytime after 30 days after the date of the initial request and (iii) Bidder shall use its reasonable best efforts to file a registration statement pursuant to a request made under (ii) above as promptly as possible. Except as provided in this Section 3 and except for registration statements on Forms S-4, S-8 or any successor or similar forms thereto and except for a registration statement being filed as a result of a request made pursuant to the foregoing sentence, Bidder will not file with the Commission any other registration statement with respect to its equity securities, whether for its own account or that of other stockholders, from the date of receipt of a notice from requesting holders pursuant to this Section 3 until ninety (90) days after the commencement of the public offering of the Registrable Shares covered by the registration statement requested pursuant to this Section 3.

(d) Notwithstanding anything to the contrary contained herein, no request may be made under this Section 3 within ninety (90) days after the effective date of a registration statement filed by Bidder covering a firm commitment underwritten public offering in which the holders of Registrable Shares shall have been entitled to join pursuant to Sections 2 and in which there shall have been effectively registered all of the Registrable Shares as to which registration shall have been requested.

SECTION 4. Registration on Form S-3.

(a) The holders of Registrable Shares may request at any time that Bidder file a registration statement on Form S-3 or any successor form thereto for a public offering of all or portion of the Registrable Shares provided that (a) the reasonably anticipated aggregate price to the public of the Registrable Shares to be offered would exceed \$40,000,000 (or such lower amount in the case of a request by the holder to register the balance of the Registrable Shares), and (b) Bidder is a registrant entitled to use Form S-3 or any successor thereto to register such Registrable Shares. Promptly following receipt of any notice under this Section 4, Bidder shall use its best efforts to register under the Securities Act on Form S-3 or any successor form thereto, for public sale in accordance with the method of disposition specified in such notice, the number

of shares of Registrable Shares specified in such notice. Whenever Bidder is required by this Section 4 to use its best efforts to effect the registration of Registrable Shares, each of the procedures and requirements of Sections 3, 4 and 5 (including but not limited to the requirement that Bidder notify all holders of Registrable Shares from whom notice has not been received and provide them with the opportunity to participate in the offering) shall apply to such registration.

(b) Bidder shall be entitled to include in any registration statement referred to in this Section 4, for sale in accordance with the method of disposition specified by the requesting holders, shares of Bidder's securities to be sold by Bidder for its own account, and shares of any other person having registration rights with respect to the Bidder's securities except as and to the extent that, in the opinion of the managing underwriter (if such method of disposition shall be an underwritten public offering), such inclusion would adversely affect the marketing of the Registrable Shares to be sold, then the number of shares to be registered and sold shall be reduced as follows: First, the shares of Bidder securities requested to be registered by shareholders with "piggyback" or other registration rights (other than the Stockholders and the holders of the Registrable Shares) shall be reduced at the direction of Bidder in accordance with the opinions of the underwriters participating in the public offering. In the event that the elimination of all of such shares is not sufficient to reduce the number of shares of Bidder's securities to be registered to the number recommended by the underwriters, then the number of shares to be registered by Bidder shall then be reduced. In the event that the number of shares requested to be registered after such reduction shall still be in excess of the number of shares requested to be registered by the underwriters, then the number of shares of Registrable Shares shall be reduced pro rata according to the number of shares requested by each such holder to be registered. In the event the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters, then the number of shares shall be reduced among the requesting Stockholders in accordance with Article IV of the Stockholders Agreement. Except as provided in this Section 4 and except for registration statements on Forms S-4, S-8 or any successor or similar forms thereto, Bidder will not file with the Commission any other registration statement with respect to its equity securities, whether for its own account or that of other stockholders, from the date of receipt of notice from requesting holders pursuant to this Section 4 until ninety (90) days after the commencement of the public offering of the Registrable Shares covered by the registration statement requested pursuant to this Section 4.

SECTION 5. Registration Procedures. If and whenever Bidder is required by the provisions of Sections 2, 3 or 4 to use its best efforts to effect the registration of any Registrable Shares under the Securities Act, Bidder will, as expeditiously as possible:

(a) prepare and file with the Commission a registration statement with respect to such securities, which in the case of Section 3 shall be on Form S-1 or other available form satisfactory to the holders with respect to such securities, and cause such registration statement to become and remain effective for the period specified in Section 5(i);

(b) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for the period specified in paragraph (i) below and comply with the provisions of the Securities Act with respect to the disposition of all Registrable Shares covered by such registration statement in accordance with the sellers' intended method of disposition set forth in such registration statement for such period;

(c) furnish to each seller of Registrable Shares and to each underwriter such number of copies of the registration statement and the prospectus included therein (including each preliminary prospectus) as such persons reasonably may request in order to facilitate the public sale or other disposition of the Registrable Shares covered by such registration statement;

(d) use its best efforts to register or qualify the Registrable Shares covered by such registration statement under the securities or "blue sky" laws of such jurisdictions as the sellers of Registrable Shares or, in the case of an underwritten public offering, the managing underwriter reasonably shall request; provided, however, that Bidder shall not for any such purpose be required to qualify generally to transact business as a foreign corporation in any jurisdiction where it is not so qualified or to consent to general service of process in any such jurisdiction;

(e) use its best efforts to list the Registrable Shares covered by such registration statement with any securities exchange or market on which the securities of Bidder, if applicable, is then listed or quoted;

(f) immediately notify each seller of Registrable Shares and each underwriter under such registration statement, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event of which the Bidder has knowledge as a result of which the prospectus contained in such registration statement, as then in effect, contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(g) at the request of any seller of Registrable Shares, use its best efforts to furnish on the date that Registrable Shares are delivered to the underwriters for sale pursuant to such registration: (i) an opinion dated such date of counsel representing Bidder for the purposes of such registration, addressed to the underwriters and to such seller, stating that such registration statement has become effective under the Securities Act and that (A) to the best knowledge of such counsel, no stop order suspending the effectiveness thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Securities Act, (B) the registration statement, the related prospectus and each amendment or supplement thereto comply as to form in all material respects with the requirements of the Securities Act (except that such counsel need not express any opinion as to financial statements contained therein) and (C) to such other effects as reasonably may be requested by counsel for

the underwriters or by such seller or its counsel and (ii) a letter dated such date from the independent public accountants retained by Bidder, addressed to the underwriters and to such seller, stating that they are independent public accountants within the meaning of the Securities Act and that, in the opinion of such accountants, the financial statements of Bidder included in the registration statement or the prospectus, or any amendment or supplement thereof, comply as to form in all material respects with the applicable accounting requirements of the Securities Act, and such letter shall additionally cover such other financial matters (including information as to the period ending no more than five (5) business days prior to the date of such letter) with respect to such registration as such underwriters reasonably may request;

(h) (i) make available for inspection by each seller of Registrable Shares, any underwriter participating in any distribution pursuant to such registration statement, and any attorney, accountant or other agent retained by such seller or underwriter, all financial and other records, pertinent corporate documents and properties of Bidder, (ii) cause Bidder's officers, directors and employees to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement and (iii) provide each seller and its counsel with the opportunity to participate in the preparation of such registration statement;

(i) with respect to any registration statement pursuant to which Registrable Shares are to be sold pursuant to Sections 2, 3 or 4, Bidder shall use its best efforts to cause such registration statement to become and remain effective for one hundred and eighty (180) days; and

(j) enter into such agreements and take such other actions as the sellers of Registrable Shares and the underwriters reasonably request in order to expedite or facilitate the disposition of such Registrable Shares including, without limitation, preparing for and participating in, such number of "road shows" and all such other customary selling efforts as the underwriters reasonably request in order to expedite or facilitate such disposition. In connection with each registration hereunder, the sellers of Registrable Shares will furnish to Bidder in writing such information with respect to themselves and the proposed distribution by them as shall be reasonably necessary in order to assure compliance with Federal and applicable state securities laws. In connection with each registration pursuant to Sections 2, 3 or 4 covering an underwritten public offering, Bidder and cash seller agree to enter into a written agreement with the managing underwriter selected in the manner herein provided in such form and containing such provisions as are customary in the securities business for such an arrangement between such underwriter and companies of Bidder's size and investment stature (it being understood that Bidder will not require a selling stockholder to make any representation, warranty or agreement in such agreement other than with respect to such stockholder, the ownership of such stockholder's securities being registered and such stockholder's intended method of disposition). The representations and warranties by, and the other agreements on the part of, Bidder to and for the benefit of the underwriters in such written agreement with the underwriters shall also be made to and for the benefit of the selling stockholders. In the event that any condition to the obligations under any such written agreement with the underwriters is not met or waived, and

such failure to be met or waived is not attributable to the fault of the selling stockholders requesting a demand registration pursuant to Section 3, such request for registration shall not be deemed exercised for purposes of determining whether such registration has been effected for purposes of Section 3.

SECTION 6. Expenses. All Registration Expenses shall be borne by Bidder whether or not the registration statement has become effective. All Selling Expenses shall be borne by the participating sellers in proportion to the number of shares sold by each, or by such participating sellers other than Bidder (except to the extent Bidder shall be a seller) as they may agree.

SECTION 7. Indemnification and Contribution.

(a) In the event of a registration of any of the Registrable Shares under the Securities Act pursuant to Sections 2, 3 or 4, Bidder will indemnify and hold harmless each seller of such Registrable Shares thereunder, each underwriter of such Registrable Shares thereunder and each other person, if any, who controls such seller or underwriter within the meaning of the Securities Act, against any losses, claims, damages or liabilities, joint or several, to which such seller, underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such Registrable Shares were registered under the Securities Act pursuant to Sections 2, 3 or 4, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each such seller, each such underwriter and each such controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that Bidder will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished in writing by such seller, such underwriter or such controlling person specifically for use in such registration statement or prospectus.

(b) In the event of a registration of any of the Registrable Shares under the Securities Act pursuant to Sections 2, 3 or 4, each seller of such Registrable Shares thereunder, severally and not jointly, will indemnify and hold harmless Bidder, each person, if any, who controls Bidder within the meaning of the Securities Act, each officer of Bidder who signs the registration statement, each director of Bidder, each underwriter and each person who controls any underwriter within the meaning of the Securities Act, against all losses, claims, damages or liabilities, joint or several, to which Bidder or such officer, director underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the registration statement

under which such Registrable Shares were registered under the Securities Act pursuant to Sections 2, 3 or 4, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse Bidder and each such officer, director, underwriter and controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that such seller will be liable hereunder in any such case if and only to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact made in reliance upon and in conformity with information pertaining to such seller, as such, furnished in writing to Bidder by such seller specifically for use in such registration statement or prospectus; and provided further, however, that the liability of each seller hereunder shall be limited to the proportion of any such loss, claim, damage, liability or expense which is equal to the proportion that the public offering price of the shares sold by such seller under such registration statement bears to the total public offering price of all securities sold thereunder, but not in any event to exceed the proceeds received by such seller from the sale of Registrable Shares covered by such registration statement.

(c) Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof; but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to such indemnified party other than under this Section 7 and shall only relieve it from any liability which it may have to such indemnified party under this Section 7 if and to the extent the indemnifying party is prejudiced by such omission. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel satisfactory to such indemnified party, and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 7 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; provided, however, that, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be reasonable defenses available to it which are different from or additional to those available to the indemnifying party or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, the indemnified party shall have the right to select a separate counsel and to assume such legal defenses and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the indemnifying party as incurred.

(d) In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any indemnified party exercising rights under the Agreement, or any controlling person of any such holder, makes a claim for indemnification pursuant to this Section 7 but it is judicially determined (by the entry of a final judgment or decree by a

court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 7 provides for indemnification in such case, (ii) contribution under the Securities Act may be required on the part of any such selling holder or any such controlling person in circumstances for which indemnification is provided under this Section 7, or (iii) the indemnification provided for by this Section 7 is insufficient to hold harmless an indemnified party, other than by reason of the exceptions provided therein; then, and in each such case, Bidder and such holder will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) (x) in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other or (y) if the allocation provided by clause (x) above is not permitted by applicable law, or provides a lesser sum to the indemnified party than the amount hereinafter calculated, in such proportion as is appropriate to reflect not only the relative fault referred to in clause (x) above but also the relative benefits received by the indemnifying party and the indemnified party from the offering of the securities (taking into account the portion of the proceeds of the offering received by each such party) as well as the statements or omissions which resulted in such losses, claims, damages or liabilities and any other relevant equitable considerations. No person will be required to contribute any amount in excess of the proceeds received by such person in respect of all such Registrable Shares offered and sold by it pursuant to such registration statement and no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

SECTION 8. Changes in Common Stock: Successor. (a) If, and as often as, there is any change in the Common Stock by way of a stock split, stock dividend, combination or reclassification, or through a merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment shall be made in the provisions hereof so that the rights and privileges granted hereby shall continue with respect to the Common Stock as so changed.

(b) If Bidder consolidates or merges into or with, another person or sells, assigns, conveys, transfers, leases or otherwise disposes of all or a majority of its assets to any person or group, or any person or group consolidates with, or merges into or with, Bidder, each holder of Registrable Shares shall, as a condition to the relevant transaction involving such person, group or successor in business, be granted by such person, group or successor in business (each a "Successor"), equivalent rights to the rights granted in hereunder.

SECTION 9. Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission which may at any time permit the sale of Registrable Shares to the public without registration, at all times ninety (90) days after any

registration statement covering a public offering of securities of Bidder under the Securities Act shall have become effective, Bidder agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act;

(b) use its best efforts to file with the Commission in a timely manner all reports and other documents required of Bidder under the Securities Act and the Exchange Act; and

(c) furnish to each holder of Registrable Shares forthwith upon request a written statement by Bidder as to its compliance with the reporting requirements of such Rule 144 and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of Bidder, and such other reports and documents so filed by Bidder as such holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such holder to sell any Registrable Shares without registration.

SECTION 10. Suspension of Registration Obligations. Except as otherwise set forth in Section 3(c) and notwithstanding the provisions of Section 5(a), (i) Bidder's obligation to file a registration statement, or cause such registration statement to become and remain effective (a) may be suspended on one occasion for a period not to exceed one hundred and eighty (180) days if there exists at the time material nonpublic information relating to Bidder which, in the reasonable opinion of Bidder, should not be disclosed (b) shall not apply for the period which begins seven days prior to and ends 90 days after the commencement of a public offering of securities, so long as Bidder has fulfilled its notice obligations under Sections 2, 3 or 4 with respect to such offering and (ii) if a public offering of securities has been previously commenced, neither the Company nor any controlling person of the Company shall commence another public offering of the securities until 90 days after the commencement of such prior offering.

SECTION 11. Transferability of Registration Rights. Registration rights conferred herein on the holders of Registrable Shares shall inure to the benefit of their successors and transferees; provided, that all transfers of the Registrable Shares are in accordance with Sections 9.2 and 11.8 of the Agreement.

BELL ATLANTIC MOBILE, INC.
180 Washington Valley Road
Bedminster, NJ 07921

May 1, 2003

Crown Atlantic Holding Company LLC
CCA Investment Corp.
Crown Castle International Corp.
c/o Crown Castle International Corp.
510 Bering Drive, Suite 500
Houston, TX 77057

Attention: John P. Kelly
President and Chief Executive Officer

Re: **Redemption Agreement dated as of May 1, 2003 between Crown Atlantic Holding Company LLC and Bell Atlantic Mobile, Inc.**

Gentlemen/Ladies:

Pursuant to the Formation Agreement dated December 8, 1998, as amended (the "Formation Agreement"), relating to the formation of Crown Atlantic Company LLC, Crown Atlantic Holding Sub LLC and Crown Atlantic Holding Company LLC, Crown Castle International Corp., a Delaware corporation ("Bidder") granted to Cellco Partnership, a Delaware general partnership ("Cellco"), and Cellco's successors and assigns, certain registration rights set forth in Exhibit 9.8 to the Formation Agreement. Pursuant to the provisions of the Redemption Agreement dated May 1, 2003 (the "Redemption Agreement") between Crown Atlantic Holding Company LLC, a Delaware limited liability company (the "Company"), and Bell Atlantic Mobile, Inc., a Delaware corporation ("BAM"), the Company agreed to redeem on the terms specified therein the Percentage Interest and Membership Interest in the Company held by BAM in consideration of the transfer to BAM by the Company of the CCIC Shares (which include the Bidder Contributed Shares). All capitalized terms that are used in this letter agreement but not defined herein shall have the respective meanings given to them in the Redemption Agreement and, if not defined therein, shall have the respective meanings given to them in the Formation Agreement, including Exhibit 9.8 thereto.

This letter agreement is written to amend the obligations of Bidder to register under the Securities Act the Registrable Shares, including (without limitation) the CCIC Shares, which will be held by BAM upon consummation of the transactions contemplated by the Redemption Agreement.

In this regard, by executing this letter agreement in the appropriate spaces provided below, (i) each of the Company and Bidder shall hereby acknowledge its agreement with the terms of this

Crown Atlantic Holding Company LLC
CCA Investment Corp.
Crown Castle International Corp.
c/o Crown Castle International Corp.
Page 2

letter agreement, (ii) Bidder Member shall hereby acknowledge its consent to the matters contemplated by this letter agreement and (iii) Bidder shall further hereby acknowledge its agreement to perform its obligations under Exhibit 9.8 to the Formation Agreement as such obligations may be amended by the terms of this letter agreement, each of the foregoing as follows:

1. As modified by this letter agreement, the provisions of the Formation Agreement, including (without limitation) Exhibit 9.8 thereto, are and shall remain in full force and effect. Accordingly, except as stated herein, this letter agreement shall have no effect on the registration rights and obligations of the applicable parties set forth in Exhibit 9.8 to the Formation Agreement.
2. As the successor in interest to Cellco in respect of the Redeemed Interest, BAM shall accede to all rights and benefits conferred upon Cellco under Exhibit 9.8 to the Formation Agreement (as modified by this letter agreement) in respect of the CCIC Shares assigned and transferred to BAM by the Company pursuant to the Redemption Agreement in consideration of the Redeemed Interest.
3. The term "Registrable Shares" shall include the CCIC Shares (which include the Bidder Contributed Shares).
4. Upon consummation of the transactions contemplated by the Redemption Agreement, there will be no holders of Registrable

Shares other than BAM. BAM shall have the right to transfer all or part of the CCIC Shares (which include the Bidder Contributed Shares) to one or more of its affiliates. In addition, each holder of Registrable Shares shall have the right to sell or otherwise transfer to one or more non-affiliated Persons all or a portion of such holder's Registrable Shares in one or more transactions at any time and from time to time. The rights of BAM under Exhibit 9.8 to the Formation Agreement shall inure to the benefit of each transferee (including, without limitation, transferees that are and are not affiliates of BAM) that is the holder, and each group of transferees (comprised of any mix of BAM, transferees that are affiliates of BAM, and transferees that are not affiliates of BAM) that collectively are the holders, of 2,000,000 or more Registrable Shares. Further, the rights of BAM under Exhibit 9.8 to the Formation Agreement shall inure to the benefit of each transferee that is an affiliate of BAM that is the holder of less than 2,000,000 Registrable Shares provided that, in exercising any such rights or availing itself of the benefit of any such rights, such transferee shall be obligated to include the balance of the Registrable Shares held by such transferee.

5. Section 3(a) of Exhibit 9.8 to the Formation Agreement is hereby revised and restated in its entirety as follows:

The holders of at least half of the Registrable Shares at any time after the date of the Agreement and prior to the time Bidder is eligible to file a registration

Crown Atlantic Holding Company LLC
CCA Investment Corp.
Crown Castle International Corp.
c/o Crown Castle International Corp.
Page 3

statement on Form S-3 or similar short-form registration, may request Bidder to register under the Securities Act all or a portion of the Registrable Shares held by them for sale in the manner specified in such notice, provided that, subject to Section 3(c), no such request may be made more than once every nine months. Notwithstanding anything to the contrary herein, no request may be made under this Section 3 within 90 days after the effective date of a registration statement filed by Bidder covering a firm commitment underwritten public offering in which the holders of Registrable Shares shall have been entitled to join pursuant to Section 2 and in which there shall have been effectively registered all Registrable Shares as to which registration shall have been requested. Notwithstanding the foregoing, in the event Bidder is entitled to use Form S-3 or similar short-form registration but later is unable to do so, then the holders shall be eligible to exercise their demand rights under this Section 3(a) until such time as Bidder is again entitled to use Form S-3 or similar short-form registration.

6. Bidder and the Company hereby represent and warrant to BAM as of the date of this letter agreement that (a) Bidder meets the eligibility requirements for the use of Form S-3 set forth in General Instruction I.A. to Form S-3 under the Securities Act and (b) registration under the Securities Act of the sale of the Registrable Securities by the holders thereof meets the transaction requirements for the use of Form S-3 set forth in General Instruction I.B.3. to Form S-3 under the Securities Act. Bidder and the Company hereby represent and warrant to BAM that as of the date of this letter agreement neither Bidder nor the Company is aware of any reason why the representations and warranties in the preceding sentence will not continue to be true as of the dates that Bidder files the Designated Registration Statement (defined below) with the SEC and the Designated Registration Statement becomes effective.

7. Section 4(a) of Exhibit 9.8 to the Formation Agreement is hereby revised and restated in its entirety as follows:

The holders of Registrable Shares may request at any time that Bidder file a registration statement on Form S-3 or any successor form thereto for a public offering of all or a portion of the Registrable Shares, provided that Bidder is a registrant entitled to use Form S-3 or any successor thereto to register such Registrable Shares. Promptly following receipt of any notice under this Section 4, Bidder shall use its best efforts to register under the Securities Act on Form S-3 or any successor form thereto, for public sale in accordance with the method of disposition specified in such notice, the number of shares of Registrable Shares specified in such notice. Whenever Bidder is required by this Section 4 to use its best efforts to effect the registration of Registrable Shares, each of the procedures and requirements of Sections 4 and 5 shall apply to such registration.

8. Section 4(b) of Exhibit 9.8 to the Formation Agreement is hereby revised and restated in its entirety as follows:

Crown Atlantic Holding Company LLC
CCA Investment Corp.
Crown Castle International Corp.
c/o Crown Castle International Corp.
Page 4

Bidder shall be entitled to include in any registration statement referred to in this Section 4, for sale in accordance with the method of disposition specified by the requesting holders, shares of Bidder's securities to be sold by any

person (other than Bidder) having registration rights with respect to Bidder's securities entitling such person as of the date of this letter agreement to have its shares of Bidder's securities so registered, except as and to the extent that, in the opinion of the managing underwriter (if such method of disposition shall be an underwritten public offering), such inclusion would adversely affect the marketing of the Registrable Shares to be sold, in which case, the number of shares to be sold shall be reduced as follows: First, the shares of Bidder's securities requested to be registered by shareholders with "piggyback" or similar registration rights entitling such shareholders, prior to the date of this letter agreement, to have their shares of Bidder's securities so registered (other than any holder of Registrable Shares making demand for its shares of Bidder's securities to be so included in such registration statement) shall be reduced at the direction of Bidder in accordance with the opinions of the underwriters participating in the public offering. In the event the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters, then the number of shares shall be reduced among the requesting Stockholders (if and only to the extent that such Stockholders have the right to make such request on the date of this letter agreement) in accordance with Article IV of the Stockholders Agreement. In the event that the number of shares requested to be registered after such reduction shall still be in excess of the number of shares requested to be registered by the underwriters, then the number of shares of Registrable Shares shall be reduced pro rata according to the number of shares requested by each such holder to be registered.

9. The language contained in Section 5(i) of Exhibit 9.8 to the Formation Agreement that states, "for one hundred and eighty (180) days," is hereby deleted and replaced in its entirety with "until all Registrable Shares included in such registration statement have been sold in one or more of transactions of the type contemplated by such registration statement, provided, the requirement shall terminate upon the Registrable Shares becoming eligible for disposition pursuant to Rule 144 of the Securities Act of 1933, as amended, so long as all of the Registrable Shares held by each holder may be sold during one calendar quarter pursuant to such Rule 144."
10. BAM agrees to limit its sales of Registrable Shares pursuant to an effective registration statement to 300,000 shares (subject to adjustment below) on any trading day, plus for such trading day any additional Registrable Shares sold by BAM in one or more privately negotiated or other transactions not involving the sale thereof by BAM in the open market; provided that the aforementioned 300,000-share limitation shall be increased ratably from time to time (a) upon any stock split, stock dividend (other than stock dividends relating to

Crown Atlantic Holding Company LLC
CCA Investment Corp.
Crown Castle International Corp.
c/o Crown Castle International Corp.
Page 5

existing preferred shares), distribution, reorganization, merger, consolidation, consideration, exchange, recapitalization or other similar event occurring following the date of this letter agreement and (b) upon any subsequent issuance of shares of common stock of Bidder.

Notwithstanding the above, the 300,000 share per trading day limitation shall increase as follows:

- (i) to 400,000 shares per day if the Designated Registration Statement is declared effective after August 1, 2003;
- (ii) to 500,000 shares per day if the Designated Registration Statement is declared effective after September 1, 2003; and
- (iii) to an unlimited number if the Designated Registration Statement is declared effective after September 15, 2003.

11. In addition to the foregoing, this letter shall serve as a request by BAM, as a holder of Registrable Shares, in accordance with Section 4 of Exhibit 9.8 to the Formation Agreement that Bidder file a registration statement (the "Designated Registration Statement") on Form S-3 to register for sale in one or more public, private, negotiated and other transactions from time to time all of the Registrable Shares held by BAM upon the consummation of the transactions contemplated by the Redemption Agreement. Additional information contemplated by such Section 4 shall be provided to Bidder under separate cover. Bidder hereby agrees that it shall prepare and file the Designated Registration Statement with the SEC as soon as practicable but in no event later than July 1, 2003.
12. Anything to the contrary notwithstanding, nothing herein or in the Formation Agreement, including (without limitation) Exhibit 9.8 thereto, shall be deemed to limit or restrict in any manner any other rights or remedies that any party may have against any other party at law, in equity or otherwise, in connection with the failure of the other party to perform its obligations under this Agreement or to observe the provisions of this Agreement. No such right or remedy pursued by a party is intended to be exclusive of any other such right or remedy, and each and every such right and remedy available to a party shall be cumulative and shall be in addition to such other rights and remedies available to such party.
13. Each of Bidder and the Company hereby represents and warrants to BAM, and BAM hereby represents to Bidder and the Company, that this letter agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and

binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by the effects of bankruptcy, insolvency, fraudulent conveyance and similar laws affecting the rights and remedies of creditors generally and general principles of equity.

Crown Atlantic Holding Company LLC
CCA Investment Corp.
Crown Castle International Corp.
c/o Crown Castle International Corp.
Page 6

Please execute one copy of this letter agreement in the appropriate space below and return the executed copy to the undersigned.

Sincerely,

BELL ATLANTIC MOBILE, INC.

By: /s/ Stephen Heimann

Name: Stephen Heimann
Title: Vice President and Assistant Secretary

The undersigned hereby acknowledges its agreement with the terms of this letter agreement.

CROWN ATLANTIC HOLDING COMPANY LLC

By: /s/ W. Benjamin Moreland

Date: May 1, 2003

Name: W. Benjamin Moreland
Title: Senior Vice President

The undersigned hereby acknowledges its consent to the matters contemplated by this letter agreement.

CCA INVESTMENT CORP.

By: /s/ W. Benjamin Moreland

Date: May 1, 2003

Name: W. Benjamin Moreland
Title: Senior Vice President

Crown Atlantic Holding Company LLC
CCA Investment Corp.
Crown Castle International Corp.
c/o Crown Castle International Corp.
Page 7

The undersigned hereby acknowledges its agreement with the terms of this letter agreement, and further agrees to perform its obligations under Exhibit 9.8 of the Formation Agreement as such obligations may be amended by the terms of this letter agreement.

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ W. Benjamin Moreland

Date: May 1, 2003

Name: W. Benjamin Moreland
Title: Senior Vice President