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

FORM 8-K

CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF  
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): January 19, 2007

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

Delaware 001-16441 76-0470458  
(State or Other (Commission File (IRS Employer  
Jurisdiction of Number) Identification  
Incorporation) Number)

510 Bering Drive  
Suite 600  
Houston, TX 77057  
(Address of Principal Executive Office)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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#### **ITEM 1.01 - ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT**

On January 16, 2007, certain former Global Signal Inc. stockholders initiated a discussion with Crown Castle International Corp. ("Crown Castle") about a possible acquisition of shares of Crown Castle common stock by Crown Castle. On January 18, 2007, Crown Castle's board of directors ("Board") approved the entering into of such a transaction. As a result, on January 19, 2007, Crown Castle entered in a stock purchase agreement ("Stock Purchase Agreement") with certain investment funds affiliated with Fortress Investment Group LLC (collectively, "Fortress"), Greenhill Capital Partners, LLC and certain of its affiliated investment funds (collectively, "Greenhill"), and certain investment funds affiliated with Abrams Capital, LLC (collectively, "Abrams Capital", and together with Fortress and Greenhill, the "Stockholders") pursuant to which Crown Castle agreed to purchase (the "Stock Purchase") an aggregate of 17,713,819 million shares of its common stock from the Stockholders for a purchase price per share of approximately \$33.87 and total consideration of \$600 million in cash. The price of the shares to be purchased was based on a 1% discount to the trailing five-day average of the closing price of Crown Castle shares as of January 18, 2007.

Pursuant to the terms of the Stock Purchase Agreement, the Stock Purchase will be in lieu of the Stockholders' right to require Crown Castle to do a marketed secondary offering within 90 days after the merger of Global Signal Inc. with and into a wholly owned subsidiary of Crown Castle ("Merger") pursuant to the Stockholders Agreement ("Stockholders Agreement") dated October 5, 2006, by and among Crown Castle and the Stockholders, executed in connection with the Merger. The Stockholders will retain their registration and other rights under the Stockholders Agreement with regards to the remaining Crown Castle shares they received in the Merger.

The Stock Purchase, which is expected to close on January 26, 2007, is subject to a number of customary closing conditions, including, but not limited to, receipt by Crown Castle's wholly owned subsidiary Crown Castle Operating Company of at least \$600 million in gross cash proceeds under a new term loan. Crown Castle intends to fund the Stock Purchase with such proceeds.

The above summary of the Stock Purchase Agreement is qualified in its entirety by reference to the complete terms and provisions of the Stock Purchase Agreement filed herewith as Exhibit 10.1.

#### **ITEM 5.02 - DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS.**

(d) As previously disclosed on a Form 8-K filed by Crown Castle on January 17, 2007, in connection with the Merger and pursuant to the Stockholders Agreement, Crown Castle has expanded its Board to thirteen directors. In addition to Robert H. Niehaus and Wesley R. Edens, who joined the Board on January 12, 2007 and January 13, 2007, respectively, effective January 20, 2007, David C. Abrams, as a representative of Abrams Capital, became a Class III director with a term expiring at the 2007 annual meeting of Crown Castle stockholders. Mr. Abrams previously served as a director of Global Signal Inc. The information with respect to Mr. Abrams required by Item 404(a) of Regulation S-K was previously reported in Crown Castle's Registration Statement on Form S-4 (File No. 333-138450), which became effective on December 1, 2006, and, pursuant to General Instruction B.3 of Form 8-K, is not additionally reported herein. The committees of the Board on which Mr. Abrams will serve have not yet been determined. Pursuant to the terms of the Stockholders Agreement, Mr. Abrams has the right to serve on each committee of the Board, other than the Strategy Committee.

#### **ITEM 7.01 - REGULATION FD DISCLOSURE**

On January 19, 2007, Crown Castle issued a press release announcing that (i) it entered into the Stock Purchase Agreement and (ii) it has updated certain elements of its outlook for full year 2007. The January 19, 2007 press release is furnished herewith as Exhibit 99.1 to this Form 8-K.

**ITEM 9.01 - FINANCIAL STATEMENTS AND EXHIBITS**

(d) Exhibits

10.1 Stock Purchase Agreement, dated January 19, 2007, by and among Crown Castle International Corp., Fortress Pinnacle Investment Fund LLC, FRIT PINN LLC, Fortress Registered Investment Trust, FRIT Holdings LLC, FIT GSL LLC, Greenhill Capital Partners, LLC, GCP SPV1, LLC, GCP SPV2, LLC, Abrams Capital International, Ltd., Abrams Capital Partners I, LP, Abrams Capital Partners II, LP, Whitecrest Partners, LP, Riva Capital Partners, LP and 222 Partners, LLC

99.1 Press Release dated January 19, 2007

The information in Item 7.01 of this Form 8-K and Exhibit 99.1 attached hereto shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended ("Exchange Act"), or otherwise subject to the liabilities of that section, nor shall such information be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

**Cautionary Language Regarding Forward-Looking Statements**

This Current Report on Form 8-K contains forward-looking statements that are based on Crown Castle management's current expectations. Such statements include, but are not limited to, plans, projections and estimates regarding the Stock Purchase, including the financing and timing thereof. Such forward-looking statements are subject to certain risks, uncertainties and assumptions, including prevailing market conditions and other factors. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those expected. More information about potential risk factors that could affect the results of Crown Castle is included in Crown Castle's filings with the Securities and Exchange Commission.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**CROWN CASTLE INTERNATIONAL CORP.**

Date: January 23, 2007

By: /s/ E. Blake Hawk

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

**EXHIBIT INDEX**

Exhibit No.	Description
10.1	Stock Purchase Agreement, dated January 19, 2007, by and among Crown Castle International Corp., Fortress Pinnacle Investment Fund LLC, FRIT PINN LLC, Fortress Registered Investment Trust, FRIT Holdings LLC, FIT GSL LLC, Greenhill Capital Partners, LLC, GCP SPV1, LLC, GCP SPV2, LLC, Abrams Capital International, Ltd., Abrams Capital Partners I, LP, Abrams Capital Partners II, LP, Whitecrest Partners, LP, Riva Capital Partners, LP and 222 Partners, LLC
99.1	Press Release dated January 19, 2007

STOCK PURCHASE AGREEMENT dated as of January 19, 2007 (this "Agreement"), by and among (a) Crown Castle International Corp. (the "Buyer"), (b) Fortress Pinnacle Investment Fund LLC, FRIT PINN LLC, Fortress Registered Investment Trust, FRIT Holdings LLC and FIT GSL LLC (collectively, "Fortress"), (c) Greenhill Capital Partners, LLC, GCP SPV1, LLC and GCP SPV2, LLC (collectively, "Greenhill"), and (d) Abrams Capital International, Ltd., Abrams Capital Partners I, LP, Abrams Capital Partners II, LP, Whitecrest Partners, LP, Riva Capital Partners, LP and 222 Partners, LLC (collectively, "Abrams" and, together with Fortress and Greenhill, collectively, the "Sellers").

WHEREAS, each of the parties hereto entered into the Stockholders Agreement dated as of October 5, 2006 (the "Stockholders Agreement");

WHEREAS, pursuant to the Stockholders Agreement, the Sellers are entitled to sell their respective Registrable Securities (such term and each other capitalized term used but not defined herein having the meaning assigned thereto in the Stockholders Agreement) in the Initial Marketed Secondary Offering;

WHEREAS, the Buyer desires to purchase from the Sellers, and the Sellers desire to sell severally to the Buyer, an aggregate of 17,713,819 shares (the "Shares") of common stock of the Buyer, \$0.01 par value per share; and

WHEREAS, the Buyer and the Sellers have agreed to consummate such purchase and sale of the Shares in lieu of the Initial Marketed Secondary Offering on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the representations, warranties and agreements contained in this Agreement, the Buyer and each Seller hereby agree as follows:

1. Purchase and Sale of the Shares. On the terms and subject to the conditions of this Agreement, each Seller shall sell, transfer and deliver or cause to be sold, transferred and delivered to the Buyer, and the Buyer shall purchase from each Seller, the number of Shares owned by such Seller to be sold to the Buyer (as set forth opposite such Seller's name on Schedule I hereto) for a purchase price per share equal to \$33.87186 (the "Purchase Price"), payable as set forth below in Section 2.

2. Closing. The closing (the "Closing") of the purchase and sale of the Shares shall be held at the offices of Skadden, Arps, Slate, Meagher & Flom LLP, at 10:00 a.m. on January 26, 2007 (the date on which the Closing occurs, the "Closing Date"). At the Closing, (a) the Buyer shall deliver to each respective Seller by wire transfer in immediately available funds the amount set forth opposite such Seller's name on Schedule I hereto to be paid by the Buyer (such Seller's "Closing Date Payment") and (b) each Seller shall deliver or cause to be delivered to the Buyer certificates representing such Seller's Shares, duly endorsed in blank or accompanied by stock powers duly endorsed in blank in proper form for transfer, with appropriate transfer stamps, if any, affixed.

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3. Representations and Warranties of each Seller. Each Seller hereby represents and warrants to the Buyer, severally and not jointly, as follows:

(a) Title. (i) Except as set forth in Schedule 3(a) hereto, prior to the Closing, such Seller has good and valid title to such Seller's Shares, free and clear of all liens, security interests, charges, options, claims, restrictions or encumbrances of any kind (collectively, "Liens"), and (ii) upon delivery to the Buyer at the Closing of certificates representing such Seller's Shares, duly endorsed by such Seller for transfer to the Buyer, and upon such Seller's receipt of its Closing Date Payment, good and valid title to such Seller's Shares will pass to the Buyer, free and clear of any Liens, other than Liens arising from actions of the Buyer.

(b) Authorization. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Seller. This Agreement has been duly executed and delivered by such Seller and constitutes a legal, valid and binding obligation of such Seller, enforceable against such Seller in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting enforcement of creditors' rights generally and (ii) the availability of the remedy of specific performance or injunctive or other forms of equitable relief may be subject to equitable defenses and would be subject to the discretion of the court before which any proceeding therefor may be brought.

(c) No Conflicts. The execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and compliance with the terms hereof shall not conflict with or result in a breach or violation of (i) such Seller's charter, articles or certificate of incorporation or bylaws or other organization or governing document of such Seller or (ii) any material contract, agreement or instrument to which such Seller or any of its subsidiaries is a party or by which any of them are bound, or judgment, order, decree, statute, law, rule or regulation, domestic or foreign, applicable to such Seller or any of its subsidiaries or their respective properties or assets.

(d) Consents. No approval, authorization, filing, order, registration or qualification of or with any court or governmental agency or body is required to be obtained or made with respect to such Seller in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

(e) Brokers. Such Seller has not retained any broker, investment banker, financial advisor or other person that is entitled to any brokerage, finders or other similar fee or commission payable by the Buyer or any of its affiliates in connection with the transactions contemplated hereby.

(f) Access to Information. Such Seller has had the opportunity to ask the Buyer (and receive answers from the Buyer to) any questions it had regarding the Buyer's operations and prospects.

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4. Representations and Warranties of the Buyer. The Buyer hereby represents and warrants to each Seller as follows:

(a) Authorization. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Buyer. This Agreement has been duly executed and delivered by the Buyer and constitutes a legal, valid and binding obligation of the Buyer, enforceable against the Buyer in accordance with its terms, except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws of general application affecting enforcement of creditors' rights generally and (ii) the availability of the remedy of specific performance or injunctive or other forms of equitable relief may be subject to equitable defenses and would be subject to the discretion of the court before which any proceeding therefor may be brought.

(b) No Conflicts. The execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and compliance with the terms hereof shall not conflict with or result in a breach or violation of (i) the Buyer's certificate of incorporation or by-laws or (ii) any material contract, agreement or instrument to which the Buyer or any of its subsidiaries is a party or by which any of them are bound, or judgment, order, decree, statute, law, rule or regulation, domestic or foreign, applicable to the Buyer or any of its subsidiaries or their respective properties or assets.

(c) Consents. No approval, authorization, filing, order, registration or qualification of or with any court or governmental agency or body is required to be obtained or made with respect to the Buyer in connection with the execution, delivery or performance of this Agreement or the consummation of the transactions contemplated hereby.

(d) Brokers. The Buyer has not retained any broker, investment banker, financial advisor or other person that is entitled to any brokerage, finders or other similar fee or commission payable by the Sellers or any of their respective affiliates in connection with the transactions contemplated hereby.

5. Conditions.

(a) The obligations of the Buyer to purchase the Shares from the Sellers at the Closing shall be subject to the satisfaction of the following conditions:

(i) the representations and warranties of the Sellers in this Agreement shall be true and correct in all material respects as of the date hereof and on and as of the Closing Date;

(ii) each Seller shall have complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under this Agreement at or prior to the Closing Date; and

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(iii) Crown Castle Operating Company (the "Borrower") shall have received at least \$600,000,000 in gross cash proceeds from debt financing on substantially the terms and conditions set forth in the Commitment Letter dated January 19, 2007, addressed to the Borrower from Morgan Stanley Senior Funding, Inc., RBS Securities Corporation, The Royal Bank of Scotland, plc, J.P. Morgan Securities Inc. and JPMorgan Chase Bank, N.A., or upon terms that are otherwise reasonably satisfactory to the Borrower.

In the event that any of the conditions set forth in this clause (a) shall not have been fulfilled (or waived by the Buyer) on the Closing Date, this Agreement may be terminated by the Buyer by delivering a written notice of termination to the Sellers.

(b) The obligations of the Sellers to sell the Shares to the Buyer at the Closing shall be subject to the satisfaction of the following conditions:

(i) the representations and warranties of the Buyer in this Agreement shall be true and correct in all material respects as of the date hereof and on and as of the Closing Date; and

(ii) the Buyer shall have complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under this Agreement at or prior to the Closing Date.

In the event that any of the conditions set forth in this clause (b) shall not have been fulfilled (or waived by the Sellers) on the Closing Date, this Agreement may be terminated by the Sellers by delivering a written notice of termination to the Buyer.

6. Agreements. Each Seller and the Buyer agrees as follows:

(a) Subject to Section 6(c), (i) the purchase by the Buyer, and sale by the Sellers, of the Shares pursuant to this Agreement is being made in lieu of the Initial Marketed Secondary Offering (as defined in the Stockholders Agreement) and (ii) upon the consummation of the Closing, the Initial Marketed Secondary Offering shall be deemed to have occurred for purposes of Section 2.3(a) and Section 4.1 of the Stockholders Agreement;

(b) upon consummation of the Closing, the Shares will no longer constitute Registrable Shares (as defined in the Stockholders Agreement);

(c) notwithstanding anything to the contrary in the Stockholders Agreement, the Buyer shall have until the date that is 10 days after the Closing Date to satisfy the requirement in Section 2.1(a) of the Stockholders Agreement that the Buyer file the Automatic Shelf Registration Statement (as defined in the Stockholders Agreement) with the United States Securities and Exchange Commission (the "SEC"); provided, however, that if this Agreement is terminated pursuant to Section 5 hereof, the Buyer shall (i) file the Automatic Shelf Registration Statement with the SEC promptly after such termination and (ii) use its reasonable best efforts to commence the Initial Marketed Secondary Offering within 5 days after such termination; and

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(d) each party hereto shall be responsible for all fees and expenses incident to its performance of, or compliance with, its obligations under this Agreement (including, in the case of each Seller, all applicable transfer taxes, if any, involved in the transfer to the Buyer of its Shares to be purchase by the Buyer from such Seller).

7. Notices. All notices and other communications hereunder shall be in writing and shall be given as provided in Section 5.8 of the Stockholders Agreement.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

9. No Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of each party hereto, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

10. Governing Law; Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to applicable principles of conflict of laws, except to the extent the substantive laws of the State of Delaware are mandatorily applicable under Delaware law. Each of the parties hereto (a) irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the States of New York and the Court of Chancery of the State of Delaware and any court of the United States located in the Borough of Manhattan in New York City with respect to all actions and proceedings arising out of or relating to this Agreement and the transactions contemplated hereby, (b) agrees that all claims with respect to any such action or proceeding shall be heard and determined in such courts and agrees not to commence any action or proceeding relating to this Agreement or the transactions contemplated hereby except in such courts, (c) irrevocably and unconditionally waives any objection to the laying of venue of any action or proceeding arising out of this Agreement or the transactions contemplated hereby and irrevocably and unconditionally waives the defense of an inconvenient forum and (d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other matter provided by law.

11. Severability. Any term of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

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12. Assignment; Amendments.

(a) Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto, in whole or in part (whether by operation of law or otherwise), without the prior written consent of the other parties, and any attempt to make any such assignment without such consent shall be null and void. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by, the parties and their respective successors and assigns.

(b) No amendment to this Agreement shall be effective unless it shall be in writing and signed by each of the parties hereto.

(c) Specific Performance. Each of the parties hereto acknowledges and agrees that the other parties hereto would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties hereto agrees that the other parties hereto shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity.

(d) Headings. The descriptive headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

*[signatures follow]*

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

**CROWN CASTLE INTERNATIONAL CORP.**

By: /s/ Jay A. Brown

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Name: Jay A. Brown  
Title: Vice President and Treasurer

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**FORTRESS PINNACLE INVESTMENT FUND LLC**

By: /s/ Randal Nardone

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Name: Randal Nardone  
Title: Chief Operating Officer

**FRIT PINN LLC**

By: /s/ Randal Nardone

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Name: Randal Nardone  
Title: Chief Operating Officer

**FORTRESS REGISTERED INVESTMENT TRUST**

By: /s/ Randal Nardone

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Name: Randal Nardone  
Title: Chief Operating Officer

**FRIT HOLDINGS LLC**

By: /s/ Randal Nardone

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Name: Randal Nardone  
Title: Chief Operating Officer

**FIT GSL LLC**

By: /s/ Randal Nardone

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Name: Randal Nardone  
Title: Chief Operating Officer

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**GREENHILL CAPITAL PARTNERS, LLC**

By: /s/ Scott L. Bok

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Name: Scott L. Bok  
Title: Managing Director

**GCP SPV1, LLC**

By: GCP Managing Partner, L.P., its manager  
By: Greenhill Capital Partners, LLC, its general partner

By: /s/ Scott L. Bok

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Name: Scott L. Bok  
Title: Managing Director

**GCP SPV2, LLC**

By: GCP Managing Partner II, L.P., its manager  
By: Greenhill Capital Partners, LLC, its general partner

By: /s/ Scott L. Bok

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Name: Scott L. Bok  
Title: Managing Director

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**ABRAMS CAPITAL INTERNATIONAL, LTD.,  
a Cayman Islands exempted company**

By: Pamet Capital Management, LP, its Investment Manager  
By: Pamet Capital Management LLC, its General  
Partner

By: /s/ David Abrams

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Name: David Abrams  
Title: Managing Member

**ABRAMS CAPITAL PARTNERS I, LP,  
a Delaware limited partnership**

By: Pamet Capital Management, LP, its Investment Manager  
By: Pamet Capital Management, LLC, its General  
Partner

By: /s/ David Abrams

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Name: David Abrams  
Title: Managing Member

**ABRAMS CAPITAL PARTNERS II, LP,  
a Delaware limited partnership**

By: Pamet Capital Management, LP, its Investment Manager  
By: Pamet Capital Management LLC, its General  
Partner

By: /s/ David Abrams

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Name: David Abrams  
Title: Managing Member

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**WHITECREST PARTNERS, LP,  
a Delaware limited partnership**

By: Pamet Capital Management, LP, its Investment Manager  
By: Pamet Capital Management, LLC, its General  
Partner

By: /s/ David Abrams

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Name: David Abrams  
Title: Managing Member

**RIVA CAPITAL PARTNERS, LP,  
a Delaware limited partnership**

By: Abrams Capital Management, LLC, its Investment Manager

By: /s/ David Abrams

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Name: David Abrams  
Title: Managing Member

**222 PARTNERS, LLC**

By: /s/ David Abrams

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Name: David Abrams  
Title: Managing Member

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**Schedule 3(a)**

*Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Stock Purchase Agreement to which this Schedule 3(a) is attached.*

All of the Shares owned by GCP SPV I, LLC and GCP SPV 2, LLC (the "GCP Borrowers") are pledged as collateral pursuant to security agreements entered into in connection with the credit agreements entered into by the GCP Borrowers with Morgan Stanley Mortgage Capital Inc., as administrative agent ("Morgan Stanley"), and certain lenders named in the respective credit agreements.

All of the Shares owned by FRIT Holdings LLC, FRIT PINN LLC and FIT GSL LLC (the "Fortress Pledgors") are pledged as collateral pursuant to security agreements entered into by the Fortress Pledgors in connection with the margin loan agreements entered into by FRIT Holdings LLC and FIT Holdings LLC with Deutsche Bank AG, London Branch., as agent ("Deutsche Bank"), and the lenders named in the respective margin loan agreements.

Contacts: Ben  
Moreland,  
CFO

Jay Brown, Treasurer

Crown Castle International Corp.

3000

713-570-

**FOR IMMEDIATE RELEASE**

**CROWN CASTLE TO PURCHASE 17.7 MILLION  
OF COMMON SHARES**

January 19, 2007 - HOUSTON, TEXAS - Crown Castle International Corp. (NYSE: CCI) announced today that it has agreed to purchase approximately 17.7 million of its common shares for \$600 million in cash through a privately negotiated transaction. The shares are to be purchased from Fortress Investment Funds ("Fortress"), Greenhill Capital Partners, LLC and affiliated funds and funds affiliated with Abrams Capital, LLC (collectively, the "Stockholders"). The Stockholders' sale of these shares to Crown Castle is in lieu of the Stockholders' right to require Crown Castle to do a marketed secondary offering within 90 days after the merger of Global Signal Inc. with and into a wholly owned subsidiary of Crown Castle ("Merger") pursuant to the Stockholders Agreement signed in connection with the Merger. The Stockholders will retain their registration and other rights under the Stockholders Agreement with regards to the remaining Crown Castle shares they received in the Merger. The price of the shares to be purchased was based on a 1% discount to the trailing five day average of the closing price of Crown Castle shares as of January 18, 2007.

"This sale is consistent with the current objectives of the private investment funds that hold these shares and, as such, we have no immediate plans to further reduce our ownership in Crown Castle," stated Wesley R. Edens, Chairman of Fortress Investment Funds. "I believe Crown Castle is uniquely positioned to support the growth of the wireless industry as carriers continue to improve network quality, coverage and capacity. I am very excited about joining the Crown Castle board as we work to deliver long-term value for our shareholders."

Crown Castle intends to fund the purchase of the shares with the proceeds of term loans to be borrowed by its wholly owned subsidiary Crown Castle Operating Company under its credit facility. Crown Castle anticipates it will incur \$45 million to \$47 million of interest expense in addition to the 2007 Outlook for interest expense provided on January 11, 2007.

"We believe the purchase of these shares is consistent with our objective of maximizing long-term recurring cash flow per share," stated John P. Kelly, CEO of Crown Castle. "As evidenced by our most recently completed credit facility and this significant share purchase, we are focused on maintaining an appropriate level of debt leverage and making investments that we believe will help us achieve our long-term goal of growing recurring cash flow per share by 20% to 25% per year."

Pro forma for the purchase described above, Crown Castle has approximately 282.5 million shares of common stock outstanding.

**2007 OUTLOOK**

The following Outlook tables are based on current expectations and assumptions adjusted to include the borrowing of approximately \$600 million. The Outlook tables include the expected results of the Merger from January 12, 2007 to December 31, 2007 and assume a US dollar to Australian dollar exchange rate of 0.75 US dollars to 1.00 Australian dollars. If the Merger had closed on or before January 1, 2007, Crown Castle would have expected Adjusted EBITDA to be approximately \$10 million higher than the Outlook tables provided below.

This Outlook section contains forward-looking statements, and actual results may differ materially. Information regarding potential risks which could cause actual results to differ from the forward-looking statements herein is set forth below and in Crown Castle's filings with the Securities and Exchange Commission.

The following tables set forth Crown Castle's current Outlook for full year 2007:

(in millions, except per share amounts)

	Full Year 2007
Site rental revenue	\$1,265 to \$1,280
Site rental cost of operations	\$440 to \$450
Site rental gross margin	\$820 to \$830
Adjusted EBITDA	\$735 to \$750
Interest expense and amortization of deferred financing costs (inclusive of approximately \$23 million from non-cash expense)	\$348 to \$353
Sustaining capital expenditures	\$21 to \$25
Recurring cash flow	\$364 to \$374
Net loss after deduction of dividends on preferred stock	\$(230) to \$(124)
Net loss per share*	\$(0.81) to \$(0.44)

\* Based on the sum of shares outstanding as of December 31, 2006 plus the shares issued in the Merger less the purchase of 17.7 million shares.

Crown Castle engineers, deploys, owns and operates technologically advanced shared wireless infrastructure, including extensive networks of towers. Crown Castle offers significant wireless communications coverage to 91 of the top 100 US markets and to substantially all of the Australian population. Crown Castle owns, operates and manages over 22,000 and over 1,300 wireless communication sites in the US and Australia, respectively. For more information on Crown Castle, please visit <http://www.crowncastle.com>.

#### **Non-GAAP Financial Measures**

This press release includes presentations of Adjusted EBITDA and recurring cash flow, which are non-GAAP financial measures.

Crown Castle defines Adjusted EBITDA as net income (loss) plus cumulative effect of change in accounting principle, income (loss) from discontinued operations, minority interests, benefit (provision) for income taxes, interest expense and amortization of deferred financing costs, losses on purchases and redemptions of debt, interest and other income (expense), depreciation, amortization and accretion, stock-based compensation charges, asset write-down charges, integration costs and restructuring charges (credits). Adjusted EBITDA is not intended as an alternative measure of cash flow from operations or operating results (as determined in accordance with Generally Accepted Accounting Principles (GAAP)).

Crown Castle defines recurring cash flow to be Adjusted EBITDA, less interest expense and less sustaining capital expenditures. Each of the amounts included in the calculation of recurring cash flow are computed in accordance with GAAP, with the exception of sustaining capital expenditures, which is not defined under GAAP. Sustaining capital expenditures are defined as capital expenditures (determined in accordance with GAAP) which do not increase the capacity or term of an asset. Recurring cash flow is not intended as an alternative measure of cash flow from operations or operating results (as determined in accordance with GAAP).

Adjusted EBITDA and recurring cash flow are presented as additional information because management believes these measures are useful indicators of the financial performance of our core businesses. In addition, Adjusted EBITDA is a measure of current financial performance used in our debt covenant calculations. Our measures of Adjusted EBITDA and recurring cash flow may not be comparable to similarly titled measures of other companies. The tables set forth below reconcile these non-GAAP financial measures to comparable GAAP financial measures.

**Adjusted EBITDA and recurring cash flow for the year ending December 31, 2007 is forecasted as follows:**

<i>(in millions)</i>	Full Year 2007 Outlook		
Net income (loss)	\$(210)	to	\$(104)
Income (loss) from discontinued operations	-	to	-
Minority interests	-	to	\$(2)
Benefit (provision) for income taxes	\$(20)	to	\$(45)
Interest expense and amortization of deferred financing costs	\$348	to	\$353
Losses on purchases and redemptions of debt	-	to	-
Interest and other income (expense)	\$2	to	\$5
Depreciation, amortization and accretion	\$510	to	\$550
Stock-based compensation charges, exclusive of amounts included in integration costs and restructuring charges (credits)	\$12	to	\$14
Asset write-down charges	\$5	to	\$10
Integration costs, inclusive of stock-based compensation charges	\$24	to	\$33
Restructuring charges (credits), inclusive of stock-based compensation charge	-		-
<b>Adjusted EBITDA</b>	<b>\$735</b>	<b>to</b>	<b>\$750</b>
Less: Interest expense and amortization of deferred financing costs (inclusive of approximately \$23 million from non-cash expense)	\$348	to	\$353
Less: Sustaining capital expenditures	\$21	to	\$25
<b>Recurring cash flow</b>	<b>\$364</b>	<b>to</b>	<b>\$374</b>

**Other Calculations:****Site rental gross margin for the year ending December 31, 2007 is forecasted as follows:**

<i>(in millions)</i>	Full Year 2007 Outlook		
Site rental revenue	\$1,265	to	\$1,280
Less: Site rental cost of operations	\$440	to	\$450
<b>Site rental gross margin</b>	<b>\$820</b>	<b>to</b>	<b>\$830</b>

**Cautionary Language Regarding Forward-Looking Statements**

This press release contains forward-looking statements that are based on Crown Castle management's current expectations. Such statements include, but are not limited to, plans, projections and estimates regarding (i) the purchase of the shares from the Stockholders, including the financing thereof and the benefits to be derived from such purchase, (ii) growth of the wireless industry, (iii) currency exchange rates, (iv) site rental revenue, (v) site rental cost of operations, (vi) site rental gross margin, (vii) Adjusted EBITDA, (viii) interest expense, (ix) sustaining capital expenditures, (x) recurring cash flow and (xi) net loss (including net loss per share). Such forward-looking statements are subject to certain risks, uncertainties and assumptions, including prevailing market conditions and other factors. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those expected. More information about potential risk factors that could affect the results of Crown Castle is included in Crown Castle's filings with the Securities and Exchange Commission.