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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): February 21, 2019**

**Crown Castle International Corp.**

(Exact name of registrant as specified in its charter)

**Delaware**

**001-16441**

**76-0470458**

(State or other jurisdiction  
of incorporation)

(Commission File Number)

(IRS Employer Identification No.)

**1220 Augusta Drive, Suite 600  
Houston, TX**

**77057**

(Address of principal executive offices)

(Zip Code)

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

(Former name or former address, if changed since last report.)

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**ITEM 5.02—DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS**

(e) 2019 EMT Annual Incentive Plan. On February 21, 2019, the Board of Directors ("Board") of Crown Castle International Corp. ("Company"), upon recommendation from the Compensation Committee of the Board, approved the Crown Castle 2019 EMT Annual Incentive Plan ("2019 Incentive Plan") for the Company's executive management team ("EMT"), including Jay A. Brown (the Company's President and Chief Executive Officer) and the Company's other executive officers. The 2019 Incentive Plan is intended to provide incentives to members of the Company's EMT in the form of cash payments for achieving certain performance goals established under the 2019 Incentive Plan. Under the 2019 Incentive Plan, each eligible participant has an assigned target incentive level, expressed as a percentage of base salary. Depending on the achievement of specified levels of corporate financial performance goals, each eligible participant may earn a portion or multiple of the target incentive. The Board's approval of the 2019 Incentive Plan does not create a guarantee of an incentive award to any eligible participant, and the Compensation Committee retains discretion to discontinue or amend the 2019 Incentive Plan at any time. A copy of the 2019 Incentive Plan is filed herewith as Exhibit 10.1 to this Current Report on Form 8-K ("Form 8-K").

Executive Officer Compensation. On February 21, 2019, the Board, upon recommendation from the Compensation Committee, approved the following base salaries, annual incentives and grants of restricted stock units ("RSUs") with respect to the following persons:

<u>Name and Principal Position</u>	<u>2019 Base Salary (\$)<sup>(1)</sup></u>	<u>2018 Annual Incentive (\$)</u>	<u>2019 Time RSUs (Units)</u>	<u>2019 Relative TSR Performance RSUs (Units)<sup>(2)</sup></u>	<u>2019 Absolute TSR Performance RSUs (Units)<sup>(2)</sup></u>
Jay A. Brown President and Chief Executive Officer	\$1,000,000	\$1,707,772	25,804	27,618	49,043
Daniel K. Schlanger Senior Vice President and Chief Financial Officer	\$570,000	\$612,144	8,063	8,630	15,326
James D. Young Senior Vice President and Chief Operating Officer— Fiber	\$612,500	\$686,109	8,796	9,415	16,719
Kenneth J. Simon Senior Vice President and General Counsel	\$573,800	\$642,722	6,744	7,218	12,818

(1) Annual salary changes are generally approved in February of each year and generally go into effect approximately the following March 1. As such, the base salaries shown in the table generally reflect base salary payable from approximately March 1, 2019 through February 29, 2020.

(2) Amounts shown represent initial grants of RSUs at target level. The number of units that may vest will be determined based on performance metrics discussed below.

Each of the RSUs shown in the table above is issued pursuant to the Company's 2013 Long-Term Incentive Plan ("2013 LTIP") and represents a contingent right to receive, upon vesting, shares of common stock of the Company ("Common Stock"). Vesting with respect to each of the RSUs generally is subject to (1) the executive officer remaining an employee or director of the Company or its affiliates and (2) the other applicable vesting criteria described below.

The terms of the 2019 Time RSUs shown in the table above provide that 33 1/3% of such Time RSUs vest on February 19 of each of 2020, 2021 and 2022.

The terms of the 2019 Relative TSR Performance RSUs shown in the table above provide that 0% to 150% of such Relative TSR Performance RSUs may vest on February 19, 2022 based on the Company's annualized total stockholder return ("TSR") performance ranking ("TSR Rank") relative to the constituent companies of the Standard & Poor's 500 Index ("TSR Group") for the three-year period ending December 31, 2021 ("Period")\*. The percentage of the 2019 Relative TSR Performance RSUs that may vest will be (a) 0% if the TSR Rank is below the 30th percentile, (b) 50% if the TSR Rank is at the 30th percentile, (c) 100% if the TSR Rank is at the 55th percentile, and (d) 150% if the TSR Rank is at the 90th percentile or greater. If the TSR Rank is between the 30th and 55th percentiles or between the 55th and 90th percentiles, the percentage of the 2019 Relative TSR Performance RSUs that may vest is determined using linear interpolation.

The terms of the 2019 Absolute TSR Performance RSUs shown in the table above provide that 0% to 150% of such 2019 Absolute TSR Performance RSUs may vest on February 19, 2022 based on the Company's annualized TSR for the Period\*. The percentage of the 2019 Absolute TSR Performance RSUs that may vest will be (a) 0% if TSR is below 6.5%, (b) 50% if TSR is 6.5%, (c) 100% if TSR is 11.5%, and (d) 150% if TSR is 16.5% or greater. If annualized TSR is between 6.5% and 11.5% or between 11.5% and 16.5%, the percentage of the 2019 Absolute TSR Performance RSUs that may vest is determined using linear interpolation.

A form of the standard Restricted Stock Units Agreement generally used for the 2013 LTIP, effective February 21, 2018 is filed as Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 27, 2018.

\* The Compensation Committee has the authority to interpret and determine the application and calculation of matters relating to the determination of TSR and TSR Rank and to make adjustments it deems appropriate to reflect changes in (1) the Common Stock, including as a result of any stock split or consolidation, stock dividend, recapitalization, merger, reorganization, or other relevant distribution or change in capitalization, or (2) in the case of the 2019 Relative TSR Performance RSUs, the TSR Group, including as a result of any TSR Group company becoming bankrupt, being acquired, disposing of a material portion of its assets, being delisted from a stock exchange, or splitting its common stock (or other change to such company's stock or capitalization).

As used in this Form 8-K, the term "including" and any variation thereof, means "including without limitation."

#### ITEM 9.01—FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#">2019 Executive Management Team Annual Incentive Plan</a>

**SIGNATURES**

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

**CROWN CASTLE INTERNATIONAL CORP.**

By: /s/ Kenneth J. Simon

Name: Kenneth J. Simon

Title: Senior Vice President  
and General Counsel

Date: February 27, 2019

**CROWN CASTLE INTERNATIONAL CORP.**  
**2019 EMT ANNUAL INCENTIVE PLAN**  
(Effective January 1, 2019)

**Overview**

This Plan Document is designed to outline the provisions of the Crown Castle International Corp. (“CCIC” or “Company”) 2019 Executive Management Team (EMT) Annual Incentive Plan (the “Plan”) effective as of the 1<sup>st</sup> day of January 2019, in accordance with the terms provided herein.

The Company hereby adopts the terms of the Plan as follows:

**I. Objectives**

The Company’s main objectives for the Plan are:

- To provide a compensation package that is competitive with the market.
- To motivate executives by providing an appropriate reward (“Incentive Award”) for corporate performance based on Company goals and objectives.
- To focus executives on maximizing results and reinforce the importance of teamwork at the corporate level.
- To link the Plan’s financial measures with investor expectations.

**II. Plan Year**

The effective date of this Plan is January 1, 2019. The Plan will remain in effect from January 1, 2019 to December 31, 2019 (the “Plan Year”).

**III. Administration**

The Plan shall be administered by the Compensation Committee (the “Committee”) of the Board of Directors (the “Board”) with oversight by the Board. The Committee shall have the authority to review and approve: (a) the Participants as defined in Section IV, (b) the incentive opportunities for each Participant as defined in Section VI, (c) the methodology for determining the Performance Goals as defined in Section VII, (d) the minimum performance requirements as described in Section VIII, and (e) the final calculation of Incentive Awards for the Participants as described in Section IX. The Committee shall also have the authority to review and approve any proposed amendments to the Plan throughout the Plan Year. The Committee retains the right to discontinue or amend this Plan at any time. The Committee may use discretion to adjust the Incentive Award levels to account for events that impact the ability to meet the Performance Goals described in Section VII.

The President and Chief Executive Officer of the Company (the “CEO”) will be responsible for the interpretation and the day-to-day management of the Plan. The CEO shall also make recommendations to the Committee for review and approval.

Nothing in this Plan is to be construed as a guarantee of an Incentive Award.

#### IV. Eligibility

Executive employees who are selected by the CEO and approved by the Committee will be eligible to participate in the Plan (the "Participants").

#### V. Change in Eligibility Status

In making decisions regarding employees' participation in the Plan, the CEO may consider any factors that he or she may consider relevant. The following guidelines are provided as general information regarding employee status changes upon the occurrence of the events described below, provided that recommendation to include an employee in the Plan originates from the CEO, and the Committee may, in its sole discretion, exercise its authority to apply alternate treatment to any Participant experiencing a change in eligibility status during the Plan Year:

- (a) New Hires. A newly hired employee selected and approved as a Participant in the Plan prior to March 1 of the Plan Year may participate in the Plan based on a full Plan Year. A newly hired employee selected and approved as a Participant in the Plan on or after March 1 and before November 1 of the Plan Year may participate in the Plan on a pro rata basis as of the date the Participant was first approved as a Participant in the Plan with respect to the Plan Year. A newly hired employee selected and approved as a Participant in the Plan on or after November 1 of the Plan Year will not be eligible to participate in the Plan until a new Plan Year begins the following January 1.
- (b) Transfer, Promotion. A Participant that experiences a transfer or promotion during the Plan Year may participate in the Plan on a pro rata basis, with a portion of the Incentive Award tied to time spent in the former position and the balance of the Incentive Award tied to time spent in the latter position.
- (c) Demotion. An Incentive Award will generally not be made to an employee who has been demoted during the Plan Year due to performance.
- (d) Termination. An Incentive Award will generally not be made to any Participant whose services are terminated prior to the payment of the Incentive Award for reasons of misconduct, failure to perform or other cause.
- (e) Resignation. An Incentive Award will generally not be made to any Participant who resigns for any reason before the Incentive Award is paid. However, if the Participant has voluntarily terminated his or her employment with the Company's consent, the Participant may be considered for a pro rata Incentive Award, provided the Participant otherwise qualifies for the Incentive Award.
- (f) Death and Disability. A Participant whose status as an active employee is changed prior to the payment of the Incentive Award for any reason other than the reasons cited above may be considered for a pro rata Incentive Award, provided the Participant otherwise qualifies for the Incentive Award. In the event that an Incentive Award is made on behalf of an employee who has terminated employment by reason of death, any such payments or other amounts due will generally be paid to the Participant's estate.

The above guidelines are subject to the terms of any applicable severance or similar agreements. Nothing in the Plan shall confer any right to any employee to continue in the employ of the Company.

## **VI. Incentive Opportunity**

The CEO will determine, and recommend for approval by the Committee, incentive opportunities for each Participant. The incentive opportunities will be defined by a range of threshold, target and maximum performance outcomes for which incremental increases in performance will result in incremental increases in the Incentive Award.

Threshold, target and maximum incentive opportunities have been established with respect to each performance goal. The Participant's target incentive opportunity will be based on the Participant's role and responsibilities, and will be expressed as a percentage of the Participant's base salary. The Participant's threshold and maximum incentive opportunities will be expressed as a Payout Multiple of the target incentive opportunity and will also be based on the Participant's role and responsibilities. The tables set forth on Exhibit A outline the target Payout Multiples for certain Participant categories.

The target incentive opportunity as a multiple of base salary, and the resulting threshold and maximum opportunities will be determined and approved in writing and kept on file for each Participant in the Business Support department.

## **VII. Performance Goals**

Each Participant shall have specific performance goals (the "Performance Goals") determined for his or her position for the Plan Year. These Performance Goals will be based on certain financial performance measures that support the approved business plan of the Company.

Corporate performance will be assessed utilizing one or more performance measures with equal or different weighting, including without limitation any one or more of the performance criteria described below:

- Corporate Adjusted EBITDA – calculated as CCIC EBITDA adjusted for non-cash compensation and amortization of prepaid lease purchase price adjustments.
- Corporate Adjusted Funds From Operations per Share – calculated as CCIC Adjusted Funds From Operations divided by weighted average CCIC common shares outstanding with respect to the Plan Year.

The Performance Goals for these financial measures will generally be based on the Company's 2019 financial budget/forecasts as approved by the Board.

The target mix and weighting of the Performance Goals for each Participant will vary depending on the Participant's role and responsibilities, as set forth on Exhibit B.

The threshold, target, and maximum Performance Goals for the financial performance measures, based on the Company's budget/forecast for 2019, are set forth on Exhibit C.

## **VIII. Minimum Performance Requirements**

There are two minimum performance requirements in order to receive a full Annual Incentive in accordance with the Plan:

1. The Minimum Financial Performance Target level set forth on Exhibit C must be achieved for Participants to be eligible for the Annual Incentive.
2. The business units or departments for which the Participants are responsible must receive an acceptable 404 assessment of applicable internal controls. The receipt of a 404 assessment with a material weakness may result in a reduction or elimination of the potential 2019 Annual Incentive for the responsible Participants and potentially all Participants.

### **IX. Incentive Award Calculation**

The Incentive Awards will be calculated based on the Performance Goals established for each Participant at the beginning of the Plan Year.

At Plan Year-end, the following steps will occur to calculate each Participant's final Incentive Award:

- If actual performance results fall between the threshold and target, or the target and maximum Performance Goals, the Payout Multiples will be calculated by interpolating the actual performance results with the threshold, target, and maximum Payout Multiples. However, no incentive will be paid if actual results fall below the threshold Performance Goal.
- Each of the resulting Payout Multiples will then be multiplied by the weighted percentage for the applicable Performance Goal.
- The products of each will then be added together to determine the total Payout Multiple for the Participant.
- The total Payout Multiple will then be applied to the Participant's target Incentive Award as a percentage of base salary to determine the total Incentive Award.

### **X. Incentive Award Payments**

Incentive Award payments in accordance with this Plan will be processed by March 15, 2020 following the Board of Directors' approval of the Plan Year's financial statements.