
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): August 16, 2010

Crown Castle International Corp.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-16441
(Commission
File Number)

76-0470458
(IRS Employer
Identification Number)

1220 Augusta Drive
Suite 500
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 August 16, 2010, Crown Castle Towers LLC (“Issuer Entity”) and certain of its direct subsidiaries issued \$1,550,000,000 aggregate principal amount of Senior Secured Tower Revenue Notes (“Offered Notes”) as additional debt securities under the Indenture dated as of June 1, 2005 (as amended, “Indenture”), by and among the Issuer Entity, Crown Castle South LLC, Crown Communication Inc., Crown PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC, Crown MUPA LLC (collectively, “Issuers”) and The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as trustee (“Indenture Trustee”), pursuant to which the Issuers previously issued the Senior Secured Tower Revenue Notes, Series 2006-1 (“2006-1 Notes”) and the Senior Secured Tower Revenue Notes, Series 2010-1, Series 2010-2 and Series 2010-3 (“Outstanding 2010 Notes” and, together with the 2006-1 Notes, the Offered Notes and any other notes issued under the Indenture, “Notes”). The Offered Notes were issued pursuant to three indenture supplements each dated as of August 16, 2010 (“Indenture Supplements”), by and among the Issuers and the Indenture Trustee. All the Issuers are indirect subsidiaries of Crown Castle International Corp. (“Company”). The Offered Notes constitute three new Series of Notes under the Indenture and were issued in three separate Classes set forth in the table below. Each Class of Offered Notes will rank pari passu with each other Class of Notes of any other Series issued under the Indenture (including the Outstanding 2010 Notes) that bears the same alphabetical Class designation. Each of the Class C Notes are subordinated in right of payment to any other Class which has an earlier alphabetical designation. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Indenture.

Offered Notes

Series/Class	Initial Class	
	Principal Balance	Interest Rate
Series 2010-4, Class C-2015	\$ 250,000,000	3.214%
Series 2010-5, Class C-2017	\$ 300,000,000	4.174%
Series 2010-6, Class C-2020	\$1,000,000,000	4.883%

The Notes (including the Offered Notes) are guaranteed by CC Towers Guarantor LLC (“Guarantor”), an indirect wholly owned subsidiary of the Company and the direct parent of the Issuer Entity. The Guarantor’s only material asset is its equity interest in the Issuer Entity. The Notes are obligations solely of the Issuers and are not guaranteed by the Company or any affiliate of the Company other than the Guarantor.

The Notes (including the Offered Notes) will be paid solely from the cash flows generated from operation of the Tower Sites held directly and indirectly by the Issuers. The Issuers are special purpose entities that are prohibited from owning any assets other than their Tower Sites and related assets and from incurring any debt other than as contemplated by the Indenture. Under the Indenture, the Issuers and their subsidiaries will be permitted to issue new and additional notes under certain circumstances, including so long as the Debt Service Coverage Ratio of the Issuers is at least 2.00x. As of April 30, 2010, the Issuers and their subsidiaries owned, leased, subleased or managed 11,744 Tower Sites in the United States and Puerto Rico.

The Notes (including the Offered Notes) are secured by a first priority security interest granted by the Issuers in all of their assignable personal property, the space licenses pursuant to which wireless communication companies or other users lease space on the Tower Sites and the revenues associated with the space licenses. The equity interests in each of the Issuers and their respective subsidiaries have also been pledged to secure repayment of the Notes. Approximately 4,861 Tower Sites are held by Crown Atlantic Company LLC (“Crown Atlantic”) and Crown Castle GT Company LLC (“Crown GT”), indirect subsidiaries of the Issuer Entity, whose governing instruments generally prevent them from issuing debt and granting liens on their assets without the approval of certain subsidiaries of Verizon Communications. Consequently, while distributions paid to the Issuers by Crown Atlantic and Crown GT will service the Notes, the Notes are not obligations of, nor are the Notes secured by the cash flows or any other assets of, Crown Atlantic and Crown GT.

The Series 2010-4, Class C-2015 Notes, Series 2010-5, Class C-2017 Notes and Series 2010-6, Class C-2020 Notes have a stated maturity date of August 15, 2035, August 15, 2037, and August 15, 2040, respectively. No principal payments in respect of the Series 2010-4, Class C-2015 Notes, Series 2010-5, Class C-2017 Notes and Series 2010-6, Class C-2020 Notes are required to be made prior to August 15, 2015, August 15, 2017, or August 15, 2020, respectively, unless an Amortization Period commences, certain casualty or condemnation events occur or any Notes are not paid in full on or prior to the Anticipated Repayment Date for such Notes; provided that principal payments will be required to be made only with respect to those Series of Notes for which the Anticipated Repayment Date has occurred (and not with respect to any other Series of Notes for which the Anticipated Repayment Date for such Series has not occurred). During an Amortization Period, Excess Cash Flow of the Issuers will be used to repay principal with respect to all Notes in the manner set forth in the Indenture. An Amortization Period will commence as of the end of any calendar quarter if the Debt Service Coverage Ratio of the Issuers falls below 1.45x and will continue to exist until the end of any calendar quarter for which such ratio exceeds such level. In addition, with respect to each Series of Notes from and after the Anticipated Repayment Date for such Series of Notes (and not with respect to any other Series of Notes in respect of which the Anticipated Repayment Date has not occurred), additional interest will accrue at a per annum rate equal to the greater of 5% and the rate computed pursuant to the formula specified in the Indenture. If an Amortization Period is not in effect but the Anticipated Repayment Date for a Series of Notes has occurred, Excess Cash Flow of the Issuers will be used to repay principal with respect to such Series of Notes in the manner set forth in the Indenture.

During the continuation of a Cash Trap Condition, all Excess Cash Flow will be deposited in a Cash Trap Reserve Sub-Account established under the Indenture. Prior to the earliest Anticipated Repayment Date for any Series of Notes then outstanding, if a Cash Trap Condition is continuing and the Debt Service Coverage Ratio of the Issuers is 1.75x or greater and no Event of Default has occurred and is continuing, funds in the Cash Trap Reserve may be released to be used solely to meet the debt service requirements of the Company and its subsidiaries (other than CC Towers Holding, the immediate parent of the Guarantor, and CC Towers Holding's subsidiaries). A Cash Trap Condition will exist at the end of any calendar quarter if the Debt Service Coverage Ratio of the Issuers is 1.75x or less and will continue to exist until such ratio exceeds such level for two consecutive calendar quarters. Under the terms of the Indenture, there are generally no restrictions on the Company's use of cash distributed to it from the Issuers after debt service, provided investments are made in a Permitted Business, which includes any type of business that the Company and its subsidiaries presently conduct and any type of business that is related, ancillary, or complementary to such presently conducted business.

Crown Castle Atlantic LLC and Crown Castle GT Holding Sub LLC, the holders of the equity interests in Crown Atlantic and Crown GT, and the Issuers (collectively, "Owners") are parties to a management agreement dated as of June 8, 2005 (as amended, "Management Agreement") with Crown Castle USA Inc., as manager ("Manager"). The Manager is a wholly owned indirect subsidiary of the Company. Pursuant to the Management Agreement, the Manager performs, on behalf of the Asset Entities, those functions reasonably necessary to maintain, market, operate, manage and administer the Tower Sites.

The Owners, the Indenture Trustee and Manager are also parties to a cash management agreement dated as of June 8, 2005 (as amended, "Cash Management Agreement"). Pursuant to the Cash Management Agreement, the Indenture Trustee administers the reserve funds in the manner set forth in the Indenture. Pursuant to the Servicing Agreement between Midland Loan Services, Inc. ("Servicer") and the Indenture Trustee dated as of June 8, 2005 ("Servicing Agreement"), the Servicer administers and oversees the performance by the Issuers and the Manager of their respective obligations under the Transaction Documents.

The Company used the net proceeds received from the issuance of the Offered Notes to repay in full the Series 2006-1 Notes, together with related prepayment premiums, fees and expenses.

The above summary of the Indenture, the Management Agreement, the Cash Management Agreement, the Servicing Agreement and the Indenture Supplements is qualified in its entirety by reference to the complete terms and provisions of the Indenture, the Management Agreement, the Cash Management Agreement and the Servicing Agreement previously filed by the Company on Form 8-K on June 8, 2005, the amendment to the Management Agreement previously filed by the Company on Form 8-K on September 28, 2006, the Joinder and Amendment to Management Agreement and the Joinder to Cash Management Agreement filed by the Company on Form 8-K on December 5, 2006, and the three Indenture Supplements filed herewith as Exhibit 4.1, 4.2 and 4.3.

ITEM 2.03 – CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT

See Item 1.01, which is incorporated by reference.

ITEM 9.01 – FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	Indenture Supplement, dated as of August 16, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-4, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers
4.2	Indenture Supplement, dated as of August 16, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-5, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers
4.3	Indenture Supplement, dated as of August 16, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-6, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers

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

Date: August 25, 2010

EXHIBIT INDEX

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4.1	Indenture Supplement, dated as of August 16, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-4, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers
4.2	Indenture Supplement, dated as of August 16, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-5, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers
4.3	Indenture Supplement, dated as of August 16, 2010, relating to the Senior Secured Tower Revenue Notes, Series 2010-6, by and among The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers

SERIES 2010-4, CLASS C-2015
INDENTURE SUPPLEMENT

between

CROWN CASTLE TOWERS LLC
CROWN CASTLE SOUTH LLC
CROWN COMMUNICATION INC.
CROWN CASTLE PT INC.
CROWN COMMUNICATION NEW YORK, INC.
CROWN CASTLE INTERNATIONAL CORP. DE PUERTO RICO
CROWN CASTLE TOWERS 05 LLC
CROWN CASTLE PR LLC
CROWN CASTLE MU LLC
CROWN CASTLE MUPA LLC

as Issuers

and

The Bank of New York Mellon,
as successor to
The Bank of New York
as successor to
JPMorgan Chase Bank, N.A.

as Indenture Trustee

dated as of August 16, 2010

Authorizing the Issuance of
\$250,000,000

Senior Secured Tower Revenue Notes, Series 2010-4, Class C-2015

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**SERIES 2010-4, CLASS C-2015
INDENTURE SUPPLEMENT**

THIS SERIES 2010-4, Class C-2015 INDENTURE SUPPLEMENT (this "Series 2010-4 Indenture Supplement"), dated as of August 16, 2010, is between CROWN CASTLE TOWERS LLC, a Delaware limited liability company (the "Issuer Entity"), CROWN CASTLE SOUTH LLC, a Delaware limited liability company, CROWN COMMUNICATION INC., a Delaware corporation, CROWN CASTLE PT INC., a Delaware corporation, CROWN COMMUNICATION NEW YORK, INC., a Delaware corporation, and CROWN CASTLE INTERNATIONAL CORP. DE PUERTO RICO, a Puerto Rico corporation (together with the Issuer Entity, the "Initial Issuers"), CROWN CASTLE TOWERS 05 LLC, a Delaware limited liability company, CROWN CASTLE PR LLC, a Puerto Rico limited liability company, CROWN CASTLE MU LLC, a Delaware limited liability company and CROWN CASTLE MUPA LLC, a Delaware limited liability company (collectively, the "Additional Issuers", and, together with the Initial Issuers, the "Issuers"), and The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), a New York banking corporation, as indenture trustee and not in its individual capacity (in such capacity, the "Indenture Trustee").

RECITALS

WHEREAS, the Initial Issuers entered into an Indenture, dated as of June 1, 2005 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), between the Initial Issuers and the Indenture Trustee;

WHEREAS, the Initial Issuers entered into the Series 2005-1 Indenture Supplement, dated as of June 1, 2005 (the "Series 2005-1 Indenture Supplement"), between the Initial Issuers and the Indenture Trustee, pursuant to which, along with the Indenture, the Initial Issuers issued the Series 2005-1 Notes (the "Series 2005-1 Notes");

WHEREAS, the Initial Issuers entered into the indenture supplement, dated as of September 26, 2006, between the Initial Issuers and the Indenture Trustee, pursuant to which the Initial Issuers amended certain provisions of the Indenture;

WHEREAS, each Additional Issuer became an Issuer under the Indenture pursuant to the Series 2006-1 Indenture Supplement, dated as of November 29, 2006 (the "Series 2006-1 Indenture Supplement"), between the Issuers and the Indenture Trustee, pursuant to which, along with the Indenture, the Issuers issued the Series 2006-1 Notes (the "Series 2006-1 Notes"), and agreed to be bound by and perform all of the obligations of an Issuer under the Indenture and the other Transaction Documents and, upon the designation of the Additional Issuers as Asset Entities under the Indenture, the Tower Sites of the Additional Issuers were added to the Assets supporting the Notes in accordance with Section 2.12 of the Indenture;

WHEREAS, the Issuers entered into the Series 2010-1 Indenture Supplement, dated as of January 15, 2010 (the "Series 2010-1 Indenture Supplement"), between the Issuers

and the Indenture Trustee, the Series 2010-2 Indenture Supplement, dated as of January 15, 2010 (the "Series 2010-2 Indenture Supplement"), between the Issuers and the Indenture Trustee and the Series 2010-3 Indenture Supplement, dated as of January 15, 2010 (the "Series 2010-3 Indenture Supplement") and, together with the Series 2010-1 Indenture Supplement and the Series 2010-2 Indenture Supplement, the "Prior Indenture Supplements"), between the Issuers and the Indenture Trustee, pursuant to which, along with the Indenture, the Issuers issued the Series 2010-1 Notes (the "Series 2010-1 Notes"), the Series 2010-2 Notes (the "Series 2010-2 Notes") and the Series 2010-3 Notes (the "Series 2010-3 Notes"), respectively, and, pursuant to Article IV of each Prior Indenture Supplement, made certain amendments to the Indenture (the "Amendments") which become effective from and after the date that no Series 2006-1 Notes are Outstanding;

WHEREAS, the Issuers desire to enter into this Series 2010-4 Indenture Supplement in order to issue Additional Notes pursuant to the terms of the Indenture and Section 2.12 thereof;

WHEREAS, the Issuers have duly authorized the issuance of \$250,000,000 of Senior Secured Tower Revenue Notes, Series 2010-4, consisting of one class designated as Class C-2015 (the "Series 2010-4 Notes"), and the Indenture Trustee has agreed to the issuance of the Series 2010-4 Notes as Additional Notes under the Indenture;

WHEREAS, the Issuers have also duly authorized the issuance, concurrently herewith, of \$300,000,000 of Senior Secured Tower Revenue Notes, Series 2010-5 under the Series 2010-5, Class C-2017 Indenture Supplement, dated as of the date hereof, between the Issuers and the Indenture Trustee, consisting of one class designated as Class C-2017 (the "Series 2010-5 Notes") and \$1,000,000,000 of Senior Secured Tower Revenue Notes, Series 2010-6 under the Series 2010-6, Class C-2020 Indenture Supplement, dated as of the date hereof, between the Issuers and the Indenture Trustee, consisting of one class designated as Class C-2020 (the "Series 2010-6 Notes"), and the Indenture Trustee has agreed to the issuance of the Series 2010-5 Notes and Series 2010-6 Notes as Additional Notes under the Indenture;

WHEREAS, the proceeds of the offering of the Series 2010-4 Notes, the Series 2010-5 Notes and the Series 2010-6 Notes are being used for the prepayment of all indebtedness under the Series 2006-1 Notes and, upon the prepayment of all indebtedness under the Series 2006-1 Notes, no Series 2006-1 Notes will be Outstanding and the Amendments to the Indenture will be effective;

WHEREAS, the Series 2010-4 Notes constitute Notes as defined in the Indenture; and

WHEREAS, the Indenture Trustee has agreed to accept the trusts herein created upon the terms herein set forth;

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01 Definitions.

All defined terms used herein and not defined herein shall have the meaning ascribed to such terms in the Indenture. All words and phrases defined in the Indenture shall have the same meaning in this Series 2010-4 Indenture Supplement, except as otherwise appears in this Article. In addition, the following terms have the following meanings in this Series 2010-4 Indenture Supplement unless the context clearly requires otherwise:

“Allocated Note Amount” for (x) any Tower Site will be equal to the sum of (i) \$10,000 for each Tower Site plus (ii) the product of (A) a percentage determined as of the Closing Date with respect to such Tower Site based on the positive Annualized Run Rate Net Cash Flow generated by such Tower Site as of April 30, 2010, divided by the total Annualized Run Rate Net Cash Flow generated by all Tower Sites having a positive Annualized Run Rate Net Cash Flow as of April 30, 2010 and (B) the Outstanding principal balance of the Series 2010-1 Notes, the Series 2010-2 Notes, the Series 2010-3 Notes, the Series 2010-4 Notes, the Series 2010-5 Notes and the Series 2010-6 Notes as of the respective Closing Dates applicable thereto minus the aggregate amount allocated pursuant to clause (i) above and (y) for any Tower Site which is a replacement Tower Site in connection with a property substitution, the aggregate Allocated Note Amount of all Tower Sites replaced by such Tower Site. Schedule I sets forth the Allocated Note Amount for each Tower Site.

“Amendments” shall have the meaning ascribed to it in the Recitals hereto.

“Annualized Run Rate Net Cash Flow” shall mean, for any Tower Site as of any date of determination, the Annualized Run Rate Revenue for such Tower Site as of such date, less the sum as of such date, of (i) annualized current real estate and personal property taxes (including payments in lieu of taxes), any ground lease payments (including payments relating to the Cingular Sublease) with respect to such Tower Site, (ii) trailing twelve month expenses in respect of such Tower Site for insurance, maintenance (including maintenance capital expenditures), utilities, licenses and permits, and (iii) a management fee equal to 7.5% (or, if the Manager is not Crown International or any of its subsidiaries, a Management Fee equal to a percentage not exceeding 10%) of the Annualized Run Rate Revenue for such Tower Site.

“Annualized Run Rate Revenue” shall mean, as of any date of determination, for any Tower Site, the net annualized rent payable by Tenants for occupancy of a Tower Site as of such date (including site maintenance fees paid, license, easement, and similar fees and revenues pursuant to the Cingular Sublease and fees received as to Economic Benefit Sites, Carrier Swap Agreements and Managed Tower Sites).

“Anticipated Repayment Date” shall mean, with respect to the Series 2010-4 Notes, the Payment Date in August 2015.

“Closing Date” shall mean, with respect to the Series 2010-4 Notes, August 16, 2010.

“Initial Purchasers” shall mean Morgan Stanley & Co. Incorporated, Barclays Capital Inc., Banc of America Securities LLC, Citigroup Global Markets, Inc., Credit Agricole Securities (USA) Inc., Deutsche Bank Securities Inc., RBC Capital Markets Corporation, RBS Securities Inc. and TD Securities (USA) LLC.

“Note Rate” shall mean the rate per annum at which interest accrues on each Class of each Series of Notes, which, with respect to Class C-2015 of the Series 2010-4 Notes, is set forth in Section 2.01(a) hereof.

“Offering Memorandum” shall mean the Offering Memorandum dated July 29, 2010, relating to the issuance by the Issuers of the Series 2010-4 Notes, the Series 2010-5 Notes and the Series 2010-6 Notes.

“Payment Date” shall mean the 15th day of each month or, if any such 15th day is not a Business Day, the next succeeding Business Day, beginning September 2010 with respect to the Series 2010-4 Notes.

“Post ARD Note Spread” shall mean, for the Series 2010-4 Notes, 1.60%.

“Purchase Agreement” shall mean the Purchase Agreement dated July 29, 2010, among the Issuers, Crown International, the Guarantor and Morgan Stanley & Co. Incorporated, relating to the purchase by the Initial Purchasers of the Series 2010-4 Notes, the Series 2010-5 Notes and the Series 2010-6 Notes.

“Rated Final Payment Date” shall have the meaning ascribed to it in Section 2.01(b) hereof.

“Record Date” shall mean, with respect to any Payment Date, the close of business on the last Business Day of the month immediately preceding the month in which such Payment Date occurs.

“Series 2006-1 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-1 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-2 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-3 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-4 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-5 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-6 Notes” shall have the meaning ascribed to it in the Recitals hereto.

Words importing the masculine gender include the feminine gender. Words importing persons include firms, associations and corporations. Words importing the singular number include the plural number and vice versa. Additional terms are defined in the body of this Series 2010-4 Indenture Supplement.

In the event that any term or provision contained herein with respect to the Series 2010-4 Notes shall conflict with or be inconsistent with any term or provision contained in the Indenture, the terms and provisions of this Series 2010-4 Indenture Supplement shall govern.

ARTICLE II

SERIES 2010-4 NOTE DETAILS; FORM OF SERIES 2010-4 NOTES

Section 2.01 Series 2010-4 Note Details.

(a) The aggregate principal amount of the Series 2010-4 Notes which may be initially authenticated and delivered under this Series 2010-4 Indenture Supplement shall be issued in one class having the class designation, Initial Class Principal Balance, Note Rate and rating set forth below (except for Series 2010-4 Notes authenticated and delivered upon transfer of, or in exchange for, or in lieu of Notes pursuant to Section 2.02 of the Indenture):

Class	Initial Class Principal Balance	Note Rate	Rating (Moody's/Fitch)
Class C-2015	\$250,000,000	3.214%	A2/A

(b) The aggregate Outstanding Class Principal Balance of Series 2010-4 Notes shall be due and payable in full on the Payment Date in August 2035 (such Payment Date, the "Rated Final Payment Date").

(c) For purposes of determining Accrued Note Interest, the Series 2010-1 Notes, Series 2010-2 Notes, Series 2010-3 Notes, Series 2010-4 Notes, Series 2010-5 Notes and Series 2010-6 Notes shall be deemed to be Class C Notes.

(d) The Series 2010-4 Notes shall be deemed to be "Fixed Rate Notes" as defined in the Indenture.

Section 2.02 Delivery of Series 2010-4 Notes.

Upon the execution and delivery of this Series 2010-4 Indenture Supplement, the Issuers shall execute and deliver to the Indenture Trustee and the Indenture Trustee shall authenticate the Series 2010-4 Notes and deliver the Series 2010-4 Notes to the Depository.

Section 2.03 Forms of Series 2010-4 Notes.

The Series 2010-4 Notes shall be in substantially the form set forth in the Indenture, each with such variations, omissions and insertions as may be necessary.

ARTICLE III

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 3.01 Representations of Issuer Entity.

(a) The Issuer Entity represents and warrants to the Indenture Trustee that the statements set forth in Article VI of the Indenture will be true, correct, and complete in all material respects as of the date hereof, and in addition, represents and warrants as to Section 6.01 (a) or (b), as applicable, and (c) as to each of the Additional Issuers.

(b) The Issuer Entity represents and warrants as of the date hereof to the Indenture Trustee that no Default or Event of Default has occurred and is continuing.

(c) The Issuer Entity represents and warrants that it will use the proceeds from the Notes issued on the date hereof to prepay the indebtedness under the Series 2006-1 Notes.

Section 3.02 Covenants of Issuer Entity.

The Issuer Entity covenants and agrees that until payment in full of the Notes, all accrued and unpaid interest and all other Obligations, the Issuer Entity shall, and shall cause all Persons to, perform and comply with the covenants in Article VII of the Indenture applicable to such Person.

Section 3.03 Single-Purpose, Bankruptcy-Remote Representations, Warranties and Covenants.

The Issuer Entity hereby represents, warrants and covenants as of the date hereof and until such time as all Obligations are paid in full, as to itself and the other Issuer Parties, that each of the representations and warranties in Section 8.01 of the Indenture are true and correct as of the date hereof and the Issuer Entity shall, and shall cause the other Issuer Parties to, perform and comply with the covenants of Section 8.01 of the Indenture applicable to such Issuer Party.

ARTICLE IV

GENERAL PROVISIONS

Section 4.01 Date of Execution.

This Series 2010-4 Indenture Supplement for convenience and for the purpose of reference is dated as of August 16, 2010.

Section 4.02 Governing Law.

THIS SERIES 2010-4 INDENTURE SUPPLEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD INVOKE THE SUBSTANTIVE LAW OF A DIFFERENT

JURISDICTION) AS TO ALL MATTERS, INCLUDING WITHOUT LIMITATION, MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES. THE ISSUERS IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY NEW YORK STATE COURT OR UNITED STATES FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR IN RELATION TO THIS INDENTURE SUPPLEMENT.

Section 4.03 Severability.

In case any provision in this Series 2010-4 Indenture Supplement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 4.04 Counterparts.

This Series 2010-4 Indenture Supplement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such respective counterparts shall together constitute but one and the same instrument.

ARTICLE V

APPLICABILITY OF INDENTURE

Section 5.01 Applicability.

The provisions of the Indenture are hereby ratified, approved and confirmed, except as otherwise expressly modified by this Series 2010-4 Indenture Supplement. The representations, warranties and covenants contained in the Indenture (except as expressly modified herein) are hereby reaffirmed with the same force and effect as if fully set forth herein and made again as of the date hereof.

Pursuant to the Series 2010-1 Indenture Supplement, the Series 2010-2 Indenture Supplement and the Series 2010-3 Indenture Supplement, the Amendments to the Indenture set forth therein that are effective from and after the date that no Series 2006-1 Notes are Outstanding will be effective upon the prepayment of all indebtedness under the Series 2006-1 Notes, which prepayment will occur on the Closing Date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Issuers and the Indenture Trustee have caused this Indenture to be duly executed by their respective officers, thereunto duly authorized, all as of the day and year first above written.

CROWN CASTLE TOWERS LLC, as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: SVP, CFO & Treasurer

CROWN CASTLE SOUTH LLC, as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: SVP, CFO & Treasurer

CROWN COMMUNICATION INC., as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: SVP, CFO & Treasurer

CROWN CASTLE PT INC., as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: SVP, CFO & Treasurer

CROWN COMMUNICATION NEW YORK, INC.,
as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: SVP, CFO & Treasurer

CROWN CASTLE INTERNATIONAL CORP. DE
PUERTO RICO, as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: SVP, CFO & Treasurer

CROWN CASTLE TOWERS 05 LLC, as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: SVP, CFO & Treasurer

CROWN CASTLE PR LLC, as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: SVP, CFO & Treasurer

CROWN CASTLE MU LLC, as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: SVP, CFO & Treasurer

CROWN CASTLE MUPA LLC, as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: SVP, CFO & Treasurer

THE BANK OF NEW YORK MELLON, as successor to The
Bank of New York as successor to JPMorgan Chase Bank,
N.A., not in its individual capacity but solely as Indenture
Trustee

By: /s/ Helen Lam

Name: Helen Lam

Title: Senior Associate

SERIES 2010-5, CLASS C-2017
INDENTURE SUPPLEMENT

between

CROWN CASTLE TOWERS LLC
CROWN CASTLE SOUTH LLC
CROWN COMMUNICATION INC.
CROWN CASTLE PT INC.
CROWN COMMUNICATION NEW YORK, INC.
CROWN CASTLE INTERNATIONAL CORP. DE PUERTO RICO
CROWN CASTLE TOWERS 05 LLC
CROWN CASTLE PR LLC
CROWN CASTLE MU LLC
CROWN CASTLE MUPA LLC

as Issuers

and

The Bank of New York Mellon,
as successor to
The Bank of New York
as successor to
JPMorgan Chase Bank, N.A.

as Indenture Trustee

dated as of August 16, 2010

Authorizing the Issuance of
\$300,000,000

Senior Secured Tower Revenue Notes, Series 2010-5, Class C-2017

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**SERIES 2010-5, CLASS C-2017
INDENTURE SUPPLEMENT**

THIS SERIES 2010-5, Class C-2017 INDENTURE SUPPLEMENT (this "Series 2010-5 Indenture Supplement"), dated as of August 16, 2010, is between CROWN CASTLE TOWERS LLC, a Delaware limited liability company (the "Issuer Entity"), CROWN CASTLE SOUTH LLC, a Delaware limited liability company, CROWN COMMUNICATION INC., a Delaware corporation, CROWN CASTLE PT INC., a Delaware corporation, CROWN COMMUNICATION NEW YORK, INC., a Delaware corporation, and CROWN CASTLE INTERNATIONAL CORP. DE PUERTO RICO, a Puerto Rico corporation (together with the Issuer Entity, the "Initial Issuers"), CROWN CASTLE TOWERS 05 LLC, a Delaware limited liability company, CROWN CASTLE PR LLC, a Puerto Rico limited liability company, CROWN CASTLE MU LLC, a Delaware limited liability company and CROWN CASTLE MUPA LLC, a Delaware limited liability company (collectively, the "Additional Issuers", and, together with the Initial Issuers, the "Issuers"), and The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), a New York banking corporation, as indenture trustee and not in its individual capacity (in such capacity, the "Indenture Trustee").

RECITALS

WHEREAS, the Initial Issuers entered into an Indenture, dated as of June 1, 2005 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), between the Initial Issuers and the Indenture Trustee;

WHEREAS, the Initial Issuers entered into the Series 2005-1 Indenture Supplement, dated as of June 1, 2005 (the "Series 2005-1 Indenture Supplement"), between the Initial Issuers and the Indenture Trustee, pursuant to which, along with the Indenture, the Initial Issuers issued the Series 2005-1 Notes (the "Series 2005-1 Notes");

WHEREAS, the Initial Issuers entered into the indenture supplement, dated as of September 26, 2006, between the Initial Issuers and the Indenture Trustee, pursuant to which the Initial Issuers amended certain provisions of the Indenture;

WHEREAS, each Additional Issuer became an Issuer under the Indenture pursuant to the Series 2006-1 Indenture Supplement, dated as of November 29, 2006 (the "Series 2006-1 Indenture Supplement"), between the Issuers and the Indenture Trustee, pursuant to which, along with the Indenture, the Issuers issued the Series 2006-1 Notes (the "Series 2006-1 Notes"), and agreed to be bound by and perform all of the obligations of an Issuer under the Indenture and the other Transaction Documents and, upon the designation of the Additional Issuers as Asset Entities under the Indenture, the Tower Sites of the Additional Issuers were added to the Assets supporting the Notes in accordance with Section 2.12 of the Indenture;

WHEREAS, the Issuers entered into the Series 2010-1 Indenture Supplement, dated as of January 15, 2010 (the "Series 2010-1 Indenture Supplement"), between the Issuers and the Indenture Trustee, the Series 2010-2 Indenture Supplement, dated as of January 15, 2010 (the "Series 2010-2 Indenture Supplement"), between the Issuers and the Indenture Trustee and the Series 2010-3 Indenture Supplement, dated as of January 15, 2010 (the "Series 2010-3 Indenture Supplement") and, together with the Series 2010-1 Indenture Supplement and the Series 2010-2 Indenture Supplement, the "Prior Indenture Supplements"), between the Issuers and the Indenture Trustee, pursuant to which, along with the Indenture, the Issuers issued the Series 2010-1 Notes (the "Series 2010-1 Notes"), the Series 2010-2 Notes (the "Series 2010-2 Notes") and the Series 2010-3 Notes (the "Series 2010-3 Notes"), respectively, and, pursuant to Article IV of each Prior Indenture Supplement, made certain amendments to the Indenture (the "Amendments") which become effective from and after the date that no Series 2006-1 Notes are Outstanding;

WHEREAS, the Issuers desire to enter into this Series 2010-5 Indenture Supplement in order to issue Additional Notes pursuant to the terms of the Indenture and Section 2.12 thereof;

WHEREAS, the Issuers have duly authorized the issuance of \$300,000,000 of Senior Secured Tower Revenue Notes, Series 2010-5, consisting of one class designated as Class C-2017 (the "Series 2010-5 Notes"), and the Indenture Trustee has agreed to the issuance of the Series 2010-5 Notes as Additional Notes under the Indenture;

WHEREAS, the Issuers have also duly authorized the issuance, concurrently herewith, of \$250,000,000 of Senior Secured Tower Revenue Notes, Series 2010-4 under the Series 2010-4, Class C-2015 Indenture Supplement, dated as of the date hereof, between the Issuers and the Indenture Trustee, consisting of one class designated as Class C-2015 (the "Series 2010-4 Notes") and \$1,000,000,000 of Senior Secured Tower Revenue Notes, Series 2010-6 under the Series 2010-6, Class C-2020 Indenture Supplement, dated as of the date hereof, between the Issuers and the Indenture Trustee, consisting of one class designated as Class C-2020 (the "Series 2010-6 Notes"), and the Indenture Trustee has agreed to the issuance of the Series 2010-4 Notes and Series 2010-6 Notes as Additional Notes under the Indenture;

WHEREAS, the proceeds of the offering of the Series 2010-4 Notes, the Series 2010-5 Notes and the Series 2010-6 Notes are being used for the prepayment of all indebtedness under the Series 2006-1 Notes and, upon the prepayment of all indebtedness under the Series 2006-1 Notes, no Series 2006-1 Notes will be Outstanding and the Amendments to the Indenture will be effective;

WHEREAS, the Series 2010-5 Notes constitute Notes as defined in the Indenture; and

WHEREAS, the Indenture Trustee has agreed to accept the trusts herein created upon the terms herein set forth;

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01 Definitions.

All defined terms used herein and not defined herein shall have the meaning ascribed to such terms in the Indenture. All words and phrases defined in the Indenture shall have the same meaning in this Series 2010-5 Indenture Supplement, except as otherwise appears in this Article. In addition, the following terms have the following meanings in this Series 2010-5 Indenture Supplement unless the context clearly requires otherwise:

“Allocated Note Amount” for (x) any Tower Site will be equal to the sum of (i) \$10,000 for each Tower Site plus (ii) the product of (A) a percentage determined as of the Closing Date with respect to such Tower Site based on the positive Annualized Run Rate Net Cash Flow generated by such Tower Site as of April 30, 2010, divided by the total Annualized Run Rate Net Cash Flow generated by all Tower Sites having a positive Annualized Run Rate Net Cash Flow as of April 30, 2010 and (B) the Outstanding principal balance of the Series 2010-1 Notes, the Series 2010-2 Notes, the Series 2010-3 Notes, the Series 2010-4 Notes, the Series 2010-5 Notes and the Series 2010-6 Notes as of the respective Closing Dates applicable thereto minus the aggregate amount allocated pursuant to clause (i) above and (y) for any Tower Site which is a replacement Tower Site in connection with a property substitution, the aggregate Allocated Note Amount of all Tower Sites replaced by such Tower Site. Schedule I sets forth the Allocated Note Amount for each Tower Site.

“Amendments” shall have the meaning ascribed to it in the Recitals hereto.

“Annualized Run Rate Net Cash Flow” shall mean, for any Tower Site as of any date of determination, the Annualized Run Rate Revenue for such Tower Site as of such date, less the sum as of such date, of (i) annualized current real estate and personal property taxes (including payments in lieu of taxes), any ground lease payments (including payments relating to the Cingular Sublease) with respect to such Tower Site, (ii) trailing twelve month expenses in respect of such Tower Site for insurance, maintenance (including maintenance capital expenditures), utilities, licenses and permits, and (iii) a management fee equal to 7.5% (or, if the Manager is not Crown International or any of its subsidiaries, a Management Fee equal to a percentage not exceeding 10%) of the Annualized Run Rate Revenue for such Tower Site.

“Annualized Run Rate Revenue” shall mean, as of any date of determination, for any Tower Site, the net annualized rent payable by Tenants for occupancy of a Tower Site as of such date (including site maintenance fees paid, license, easement, and similar fees and revenues pursuant to the Cingular Sublease and fees received as to Economic Benefit Sites, Carrier Swap Agreements and Managed Tower Sites).

“Anticipated Repayment Date” shall mean, with respect to the Series 2010-5 Notes, the Payment Date in August 2017.

“Closing Date” shall mean, with respect to the Series 2010-5 Notes, August 16, 2010.

“Initial Purchasers” shall mean Morgan Stanley & Co. Incorporated, Barclays Capital Inc., Banc of America Securities LLC, Citigroup Global Markets, Inc., Credit Agricole Securities (USA) Inc., Deutsche Bank Securities Inc., RBC Capital Markets Corporation, RBS Securities Inc. and TD Securities (USA) LLC.

“Note Rate” shall mean the rate per annum at which interest accrues on each Class of each Series of Notes, which, with respect to Class C-2017 of the Series 2010-5 Notes, is set forth in Section 2.01(a) hereof.

“Offering Memorandum” shall mean the Offering Memorandum dated July 29, 2010, relating to the issuance by the Issuers of the Series 2010-4 Notes, the Series 2010-5 Notes and the Series 2010-6 Notes.

“Payment Date” shall mean the 15th day of each month or, if any such 15th day is not a Business Day, the next succeeding Business Day, beginning September 2010 with respect to the Series 2010-5 Notes.

“Post ARD Note Spread” shall mean, for the Series 2010-5 Notes, 1.85%.

“Purchase Agreement” shall mean the Purchase Agreement dated July 29, 2010, among the Issuers, Crown International, the Guarantor and Morgan Stanley & Co. Incorporated, relating to the purchase by the Initial Purchasers of the Series 2010-4 Notes, the Series 2010-5 Notes and the Series 2010-6 Notes.

“Rated Final Payment Date” shall have the meaning ascribed to it in Section 2.01(b) hereof.

“Record Date” shall mean, with respect to any Payment Date, the close of business on the last Business Day of the month immediately preceding the month in which such Payment Date occurs.

“Series 2006-1 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-1 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-2 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-3 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-4 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-5 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-6 Notes” shall have the meaning ascribed to it in the Recitals hereto.

Words importing the masculine gender include the feminine gender. Words importing persons include firms, associations and corporations. Words importing the singular number include the plural number and vice versa. Additional terms are defined in the body of this Series 2010-5 Indenture Supplement.

In the event that any term or provision contained herein with respect to the Series 2010-5 Notes shall conflict with or be inconsistent with any term or provision contained in the Indenture, the terms and provisions of this Series 2010-5 Indenture Supplement shall govern.

ARTICLE II

SERIES 2010-5 NOTE DETAILS; FORM OF SERIES 2010-5 NOTES

Section 2.01 Series 2010-5 Note Details.

(a) The aggregate principal amount of the Series 2010-5 Notes which may be initially authenticated and delivered under this Series 2010-5 Indenture Supplement shall be issued in one class having the class designation, Initial Class Principal Balance, Note Rate and rating set forth below (except for Series 2010-5 Notes authenticated and delivered upon transfer of, or in exchange for, or in lieu of Notes pursuant to Section 2.02 of the Indenture):

<u>Class</u>	<u>Initial Class Principal Balance</u>	<u>Note Rate</u>	<u>Rating (Moody's/Fitch)</u>
Class C-2017	\$300,000,000	4.174%	A2/A

(b) The aggregate Outstanding Class Principal Balance of Series 2010-5 Notes shall be due and payable in full on the Payment Date in August 2037 (such Payment Date, the "Rated Final Payment Date").

(c) For purposes of determining Accrued Note Interest, the Series 2010-1 Notes, Series 2010-2 Notes, Series 2010-3 Notes, Series 2010-4 Notes, Series 2010-5 Notes and Series 2010-6 Notes shall be deemed to be Class C Notes.

(d) The Series 2010-5 Notes shall be deemed to be "Fixed Rate Notes" as defined in the Indenture.

Section 2.02 Delivery of Series 2010-5 Notes.

Upon the execution and delivery of this Series 2010-5 Indenture Supplement, the Issuers shall execute and deliver to the Indenture Trustee and the Indenture Trustee shall authenticate the Series 2010-5 Notes and deliver the Series 2010-5 Notes to the Depository.

Section 2.03 Forms of Series 2010-5 Notes.

The Series 2010-5 Notes shall be in substantially the form set forth in the Indenture, each with such variations, omissions and insertions as may be necessary.

ARTICLE III

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 3.01 Representations of Issuer Entity.

(a) The Issuer Entity represents and warrants to the Indenture Trustee that the statements set forth in Article VI of the Indenture will be true, correct, and complete in all material respects as of the date hereof, and in addition, represents and warrants as to Section 6.01 (a) or (b), as applicable, and (c) as to each of the Additional Issuers.

(b) The Issuer Entity represents and warrants as of the date hereof to the Indenture Trustee that no Default or Event of Default has occurred and is continuing.

(c) The Issuer Entity represents and warrants that it will use the proceeds from the Notes issued on the date hereof to prepay the indebtedness under the Series 2006-1 Notes.

Section 3.02 Covenants of Issuer Entity.

The Issuer Entity covenants and agrees that until payment in full of the Notes, all accrued and unpaid interest and all other Obligations, the Issuer Entity shall, and shall cause all Persons to, perform and comply with the covenants in Article VII of the Indenture applicable to such Person.

Section 3.03 Single-Purpose, Bankruptcy-Remote Representations, Warranties and Covenants.

The Issuer Entity hereby represents, warrants and covenants as of the date hereof and until such time as all Obligations are paid in full, as to itself and the other Issuer Parties, that each of the representations and warranties in Section 8.01 of the Indenture are true and correct as of the date hereof and the Issuer Entity shall, and shall cause the other Issuer Parties to, perform and comply with the covenants of Section 8.01 of the Indenture applicable to such Issuer Party.

ARTICLE IV

GENERAL PROVISIONS

Section 4.01 Date of Execution.

This Series 2010-5 Indenture Supplement for convenience and for the purpose of reference is dated as of August 16, 2010.

Section 4.02 Governing Law.

THIS SERIES 2010-5 INDENTURE SUPPLEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD INVOKE THE SUBSTANTIVE LAW OF A DIFFERENT

JURISDICTION) AS TO ALL MATTERS, INCLUDING WITHOUT LIMITATION, MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES. THE ISSUERS IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY NEW YORK STATE COURT OR UNITED STATES FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR IN RELATION TO THIS INDENTURE SUPPLEMENT.

Section 4.03 Severability.

In case any provision in this Series 2010-5 Indenture Supplement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 4.04 Counterparts.

This Series 2010-5 Indenture Supplement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such respective counterparts shall together constitute but one and the same instrument.

ARTICLE V

APPLICABILITY OF INDENTURE

Section 5.01 Applicability.

The provisions of the Indenture are hereby ratified, approved and confirmed, except as otherwise expressly modified by this Series 2010-5 Indenture Supplement. The representations, warranties and covenants contained in the Indenture (except as expressly modified herein) are hereby reaffirmed with the same force and effect as if fully set forth herein and made again as of the date hereof.

Pursuant to the Series 2010-1 Indenture Supplement, the Series 2010-2 Indenture Supplement and the Series 2010-3 Indenture Supplement, the Amendments to the Indenture set forth therein that are effective from and after the date that no Series 2006-1 Notes are Outstanding will be effective upon the prepayment of all indebtedness under the Series 2006-1 Notes, which prepayment will occur on the Closing Date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Issuers and the Indenture Trustee have caused this Indenture to be duly executed by their respective officers, thereunto duly authorized, all as of the day and year first above written.

CROWN CASTLE TOWERS LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN CASTLE SOUTH LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN COMMUNICATION INC., as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN CASTLE PT INC., as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN COMMUNICATION NEW YORK, INC., as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN CASTLE INTERNATIONAL CORP. DE PUERTO
RICO, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN CASTLE TOWERS 05 LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN CASTLE PR LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN CASTLE MU LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN CASTLE MUPA LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

THE BANK OF NEW YORK MELLON, as successor to The
Bank of New York as successor to JPMorgan Chase Bank,
N.A., not in its individual capacity but solely as Indenture
Trustee

By: /s/ Helen Lam

Name: Helen Lam

Title: Senior Associate

SERIES 2010-6, CLASS C-2020
INDENTURE SUPPLEMENT

between

CROWN CASTLE TOWERS LLC
CROWN CASTLE SOUTH LLC
CROWN COMMUNICATION INC.
CROWN CASTLE PT INC.
CROWN COMMUNICATION NEW YORK, INC.
CROWN CASTLE INTERNATIONAL CORP. DE PUERTO RICO
CROWN CASTLE TOWERS 05 LLC
CROWN CASTLE PR LLC
CROWN CASTLE MU LLC
CROWN CASTLE MUPA LLC

as Issuers

and

The Bank of New York Mellon,
as successor to
The Bank of New York
as successor to
JPMorgan Chase Bank, N.A.

as Indenture Trustee

dated as of August 16, 2010

Authorizing the Issuance of
\$1,000,000,000

Senior Secured Tower Revenue Notes, Series 2010-6, Class C-2020

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**SERIES 2010-6, CLASS C-2020
INDENTURE SUPPLEMENT**

THIS SERIES 2010-6, Class C-2020 INDENTURE SUPPLEMENT (this "Series 2010-6 Indenture Supplement"), dated as of August 16, 2010, is between CROWN CASTLE TOWERS LLC, a Delaware limited liability company (the "Issuer Entity"), CROWN CASTLE SOUTH LLC, a Delaware limited liability company, CROWN COMMUNICATION INC., a Delaware corporation, CROWN CASTLE PT INC., a Delaware corporation, CROWN COMMUNICATION NEW YORK, INC., a Delaware corporation, and CROWN CASTLE INTERNATIONAL CORP. DE PUERTO RICO, a Puerto Rico corporation (together with the Issuer Entity, the "Initial Issuers"), CROWN CASTLE TOWERS 05 LLC, a Delaware limited liability company, CROWN CASTLE PR LLC, a Puerto Rico limited liability company, CROWN CASTLE MU LLC, a Delaware limited liability company and CROWN CASTLE MUPA LLC, a Delaware limited liability company (collectively, the "Additional Issuers", and, together with the Initial Issuers, the "Issuers"), and The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), a New York banking corporation, as indenture trustee and not in its individual capacity (in such capacity, the "Indenture Trustee").

RECITALS

WHEREAS, the Initial Issuers entered into an Indenture, dated as of June 1, 2005 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), between the Initial Issuers and the Indenture Trustee;

WHEREAS, the Initial Issuers entered into the Series 2005-1 Indenture Supplement, dated as of June 1, 2005 (the "Series 2005-1 Indenture Supplement"), between the Initial Issuers and the Indenture Trustee, pursuant to which, along with the Indenture, the Initial Issuers issued the Series 2005-1 Notes (the "Series 2005-1 Notes");

WHEREAS, the Initial Issuers entered into the indenture supplement, dated as of September 26, 2006, between the Initial Issuers and the Indenture Trustee, pursuant to which the Initial Issuers amended certain provisions of the Indenture;

WHEREAS, each Additional Issuer became an Issuer under the Indenture pursuant to the Series 2006-1 Indenture Supplement, dated as of November 29, 2006 (the "Series 2006-1 Indenture Supplement"), between the Issuers and the Indenture Trustee, pursuant to which, along with the Indenture, the Issuers issued the Series 2006-1 Notes (the "Series 2006-1 Notes"), and agreed to be bound by and perform all of the obligations of an Issuer under the Indenture and the other Transaction Documents and, upon the designation of the Additional Issuers as Asset Entities under the Indenture, the Tower Sites of the Additional Issuers were added to the Assets supporting the Notes in accordance with Section 2.12 of the Indenture;

WHEREAS, the Issuers entered into the Series 2010-1 Indenture Supplement, dated as of January 15, 2010 (the "Series 2010-1 Indenture Supplement"), between the Issuers and the Indenture Trustee, the Series 2010-2 Indenture Supplement, dated as of January 15, 2010 (the "Series 2010-2 Indenture Supplement"), between the Issuers and the Indenture Trustee and the Series 2010-3 Indenture Supplement, dated as of January 15, 2010 (the "Series 2010-3 Indenture Supplement") and, together with the Series 2010-1 Indenture Supplement and the Series 2010-2 Indenture Supplement, the "Prior Indenture Supplements"), between the Issuers and the Indenture Trustee, pursuant to which, along with the Indenture, the Issuers issued the Series 2010-1 Notes (the "Series 2010-1 Notes"), the Series 2010-2 Notes (the "Series 2010-2 Notes") and the Series 2010-3 Notes (the "Series 2010-3 Notes"), respectively, and, pursuant to Article IV of each Prior Indenture Supplement, made certain amendments to the Indenture (the "Amendments") which become effective from and after the date that no Series 2006-1 Notes are Outstanding;

WHEREAS, the Issuers desire to enter into this Series 2010-6 Indenture Supplement in order to issue Additional Notes pursuant to the terms of the Indenture and Section 2.12 thereof;

WHEREAS, the Issuers have duly authorized the issuance of \$1,000,000,000 of Senior Secured Tower Revenue Notes, Series 2010-6, consisting of one class designated as Class C-2020 (the "Series 2010-6 Notes"), and the Indenture Trustee has agreed to the issuance of the Series 2010-6 Notes as Additional Notes under the Indenture;

WHEREAS, the Issuers have also duly authorized the issuance, concurrently herewith, of \$250,000,000 of Senior Secured Tower Revenue Notes, Series 2010-4 under the Series 2010-4, Class C-2015 Indenture Supplement, dated as of the date hereof, between the Issuers and the Indenture Trustee, consisting of one class designated as Class C-2015 (the "Series 2010-4 Notes") and \$300,000,000 of Senior Secured Tower Revenue Notes, Series 2010-5 under the Series 2010-5, Class C-2017 Indenture Supplement, dated as of the date hereof, between the Issuers and the Indenture Trustee, consisting of one class designated as Class C-2017 (the "Series 2010-5 Notes"), and the Indenture Trustee has agreed to the issuance of the Series 2010-4 Notes and Series 2010-5 Notes as Additional Notes under the Indenture;

WHEREAS, the proceeds of the offering of the Series 2010-4 Notes, the Series 2010-5 Notes and the Series 2010-6 Notes are being used for the prepayment of all indebtedness under the Series 2006-1 Notes and, upon the prepayment of all indebtedness under the Series 2006-1 Notes, no Series 2006-1 Notes will be Outstanding and the Amendments to the Indenture will be effective;

WHEREAS, the Series 2010-6 Notes constitute Notes as defined in the Indenture; and

WHEREAS, the Indenture Trustee has agreed to accept the trusts herein created upon the terms herein set forth;

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01 Definitions.

All defined terms used herein and not defined herein shall have the meaning ascribed to such terms in the Indenture. All words and phrases defined in the Indenture shall have the same meaning in this Series 2010-6 Indenture Supplement, except as otherwise appears in this Article. In addition, the following terms have the following meanings in this Series 2010-6 Indenture Supplement unless the context clearly requires otherwise:

“Allocated Note Amount” for (x) any Tower Site will be equal to the sum of (i) \$10,000 for each Tower Site plus (ii) the product of (A) a percentage determined as of the Closing Date with respect to such Tower Site based on the positive Annualized Run Rate Net Cash Flow generated by such Tower Site as of April 30, 2010, divided by the total Annualized Run Rate Net Cash Flow generated by all Tower Sites having a positive Annualized Run Rate Net Cash Flow as of April 30, 2010 and (B) the Outstanding principal balance of the Series 2010-1 Notes, the Series 2010-2 Notes, the Series 2010-3 Notes, the Series 2010-4 Notes, the Series 2010-5 Notes and the Series 2010-6 Notes as of the respective Closing Dates applicable thereto minus the aggregate amount allocated pursuant to clause (i) above and (y) for any Tower Site which is a replacement Tower Site in connection with a property substitution, the aggregate Allocated Note Amount of all Tower Sites replaced by such Tower Site. Schedule I sets forth the Allocated Note Amount for each Tower Site.

“Amendments” shall have the meaning ascribed to it in the Recitals hereto.

“Annualized Run Rate Net Cash Flow” shall mean, for any Tower Site as of any date of determination, the Annualized Run Rate Revenue for such Tower Site as of such date, less the sum as of such date, of (i) annualized current real estate and personal property taxes (including payments in lieu of taxes), any ground lease payments (including payments relating to the Cingular Sublease) with respect to such Tower Site, (ii) trailing twelve month expenses in respect of such Tower Site for insurance, maintenance (including maintenance capital expenditures), utilities, licenses and permits, and (iii) a management fee equal to 7.5% (or, if the Manager is not Crown International or any of its subsidiaries, a Management Fee equal to a percentage not exceeding 10%) of the Annualized Run Rate Revenue for such Tower Site.

“Annualized Run Rate Revenue” shall mean, as of any date of determination, for any Tower Site, the net annualized rent payable by Tenants for occupancy of a Tower Site as of such date (including site maintenance fees paid, license, easement, and similar fees and revenues pursuant to the Cingular Sublease and fees received as to Economic Benefit Sites, Carrier Swap Agreements and Managed Tower Sites).

“Anticipated Repayment Date” shall mean, with respect to the Series 2010-6 Notes, the Payment Date in August 2020.

“Closing Date” shall mean, with respect to the Series 2010-6 Notes, August 16, 2010.

“Initial Purchasers” shall mean Morgan Stanley & Co. Incorporated, Barclays Capital Inc., Banc of America Securities LLC, Citigroup Global Markets, Inc., Credit Agricole Securities (USA) Inc., Deutsche Bank Securities Inc., RBC Capital Markets Corporation, RBS Securities Inc. and TD Securities (USA) LLC.

“Note Rate” shall mean the rate per annum at which interest accrues on each Class of each Series of Notes, which, with respect to Class C-2020 of the Series 2010-6 Notes, is set forth in Section 2.01(a) hereof.

“Offering Memorandum” shall mean the Offering Memorandum dated July 29, 2010, relating to the issuance by the Issuers of the Series 2010-4 Notes, the Series 2010-5 Notes and the Series 2010-6 Notes.

“Payment Date” shall mean the 15th day of each month or, if any such 15th day is not a Business Day, the next succeeding Business Day, beginning September 2010 with respect to the Series 2010-6 Notes.

“Post ARD Note Spread” shall mean, for the Series 2010-6 Notes, 1.95%.

“Purchase Agreement” shall mean the Purchase Agreement dated July 29, 2010, among the Issuers, Crown International, the Guarantor and Morgan Stanley & Co. Incorporated, relating to the purchase by the Initial Purchasers of the Series 2010-4 Notes, the Series 2010-5 Notes and the Series 2010-6 Notes.

“Rated Final Payment Date” shall have the meaning ascribed to it in Section 2.01(b) hereof.

“Record Date” shall mean, with respect to any Payment Date, the close of business on the last Business Day of the month immediately preceding the month in which such Payment Date occurs.

“Series 2006-1 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-1 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-2 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-3 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-4 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-5 Notes” shall have the meaning ascribed to it in the Recitals hereto.

“Series 2010-6 Notes” shall have the meaning ascribed to it in the Recitals hereto.

Words importing the masculine gender include the feminine gender. Words importing persons include firms, associations and corporations. Words importing the singular number include the plural number and vice versa. Additional terms are defined in the body of this Series 2010-6 Indenture Supplement.

In the event that any term or provision contained herein with respect to the Series 2010-6 Notes shall conflict with or be inconsistent with any term or provision contained in the Indenture, the terms and provisions of this Series 2010-6 Indenture Supplement shall govern.

ARTICLE II

SERIES 2010-6 NOTE DETAILS; FORM OF SERIES 2010-6 NOTES

Section 2.01 Series 2010-6 Note Details.

(a) The aggregate principal amount of the Series 2010-6 Notes which may be initially authenticated and delivered under this Series 2010-6 Indenture Supplement shall be issued in one class having the class designation, Initial Class Principal Balance, Note Rate and rating set forth below (except for Series 2010-6 Notes authenticated and delivered upon transfer of, or in exchange for, or in lieu of Notes pursuant to Section 2.02 of the Indenture):

<u>Class</u>	<u>Initial Class Principal Balance</u>	<u>Note Rate</u>	<u>Rating (Moody's/Fitch)</u>
Class C-2020	\$1,000,000,000	4.883%	A2/A

(b) The aggregate Outstanding Class Principal Balance of Series 2010-6 Notes shall be due and payable in full on the Payment Date in August 2040 (such Payment Date, the "Rated Final Payment Date").

(c) For purposes of determining Accrued Note Interest, the Series 2010-1 Notes, Series 2010-2 Notes, Series 2010-3 Notes, Series 2010-4 Notes, Series 2010-5 Notes and Series 2010-6 Notes shall be deemed to be Class C Notes.

(d) The Series 2010-6 Notes shall be deemed to be "Fixed Rate Notes" as defined in the Indenture.

Section 2.02 Delivery of Series 2010-6 Notes.

Upon the execution and delivery of this Series 2010-6 Indenture Supplement, the Issuers shall execute and deliver to the Indenture Trustee and the Indenture Trustee shall authenticate the Series 2010-6 Notes and deliver the Series 2010-6 Notes to the Depositary.

Section 2.03 Forms of Series 2010-6 Notes.

The Series 2010-6 Notes shall be in substantially the form set forth in the Indenture, each with such variations, omissions and insertions as may be necessary.

ARTICLE III

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 3.01 Representations of Issuer Entity.

(a) The Issuer Entity represents and warrants to the Indenture Trustee that the statements set forth in Article VI of the Indenture will be true, correct, and complete in all material respects as of the date hereof, and in addition, represents and warrants as to Section 6.01 (a) or (b), as applicable, and (c) as to each of the Additional Issuers.

(b) The Issuer Entity represents and warrants as of the date hereof to the Indenture Trustee that no Default or Event of Default has occurred and is continuing.

(c) The Issuer Entity represents and warrants that it will use the proceeds from the Notes issued on the date hereof to prepay the indebtedness under the Series 2006-1 Notes.

Section 3.02 Covenants of Issuer Entity.

The Issuer Entity covenants and agrees that until payment in full of the Notes, all accrued and unpaid interest and all other Obligations, the Issuer Entity shall, and shall cause all Persons to, perform and comply with the covenants in Article VII of the Indenture applicable to such Person.

Section 3.03 Single-Purpose, Bankruptcy-Remote Representations, Warranties and Covenants.

The Issuer Entity hereby represents, warrants and covenants as of the date hereof and until such time as all Obligations are paid in full, as to itself and the other Issuer Parties, that each of the representations and warranties in Section 8.01 of the Indenture are true and correct as of the date hereof and the Issuer Entity shall, and shall cause the other Issuer Parties to, perform and comply with the covenants of Section 8.01 of the Indenture applicable to such Issuer Party.

ARTICLE IV

GENERAL PROVISIONS

Section 4.01 Date of Execution.

This Series 2010-6 Indenture Supplement for convenience and for the purpose of reference is dated as of August 16, 2010.

Section 4.02 Governing Law.

THIS SERIES 2010-6 INDENTURE SUPPLEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD INVOKE THE SUBSTANTIVE LAW OF A DIFFERENT

JURISDICTION) AS TO ALL MATTERS, INCLUDING WITHOUT LIMITATION, MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES. THE ISSUERS IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY NEW YORK STATE COURT OR UNITED STATES FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR IN RELATION TO THIS INDENTURE SUPPLEMENT.

Section 4.03 Severability.

In case any provision in this Series 2010-6 Indenture Supplement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 4.04 Counterparts.

This Series 2010-6 Indenture Supplement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such respective counterparts shall together constitute but one and the same instrument.

ARTICLE V

APPLICABILITY OF INDENTURE

Section 5.01 Applicability.

The provisions of the Indenture are hereby ratified, approved and confirmed, except as otherwise expressly modified by this Series 2010-6 Indenture Supplement. The representations, warranties and covenants contained in the Indenture (except as expressly modified herein) are hereby reaffirmed with the same force and effect as if fully set forth herein and made again as of the date hereof.

Pursuant to the Series 2010-1 Indenture Supplement, the Series 2010-2 Indenture Supplement and the Series 2010-3 Indenture Supplement, the Amendments to the Indenture set forth therein that are effective from and after the date that no Series 2006-1 Notes are Outstanding will be effective upon the prepayment of all indebtedness under the Series 2006-1 Notes, which prepayment will occur on the Closing Date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Issuers and the Indenture Trustee have caused this Indenture to be duly executed by their respective officers, thereunto duly authorized, all as of the day and year first above written.

CROWN CASTLE TOWERS LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN CASTLE SOUTH LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN COMMUNICATION INC., as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN CASTLE PT INC., as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN COMMUNICATION NEW YORK, INC., as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

Series 2010-6, Class C-2020 Notes Indenture Supplement

CROWN CASTLE INTERNATIONAL CORP. DE PUERTO
RICO, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN CASTLE TOWERS 05 LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN CASTLE PR LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN CASTLE MU LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

CROWN CASTLE MUPA LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: SVP, CFO & Treasurer

Series 2010-6, Class C-2020 Notes Indenture Supplement

THE BANK OF NEW YORK MELLON, as successor to The
Bank of New York as successor to JPMorgan Chase Bank,
N.A., not in its individual capacity but solely as Indenture
Trustee

By: /s/ Helen Lam

Name: Helen Lam

Title: Senior Associate

Series 2010-6, Class C-2020 Notes Indenture Supplement