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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): June 1, 2005**

**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)**

**510 Bering 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

Crown Castle International Corp. (“Company”) has commenced a tender offer (“Offer”) to purchase for cash any and all of its outstanding 10¾% Senior Notes due 2011 (“10¾% Notes”), 9¾% Senior Notes due 2011 (“9¾% Notes”), 7.5% Senior Notes due 2013 (“7.5% Notes”) and 7.5% Series B Senior Notes due 2013 (“7.5% Series B Notes” and, together with the 10¾% Notes, 9¾% Notes and 7.5% Notes, the “Notes”) upon the terms and subject to the conditions set forth in its Offer to Purchase and Consent Solicitation Statement dated as of May 17, 2005. In connection with the Offer, the Company has also solicited consents from holders of each series of Notes in order to amend certain provisions of (i) the Indenture, dated as of June 26, 2000 (“10¾% Notes Indenture”), between the Company and The Bank of New York (as successor trustee to United States Trust Company of New York), as trustee (“Trustee”), pursuant to which the 10¾% Notes were issued, (ii) the Indenture, dated as of May 16, 2001 (“9¾% Notes Indenture”), between the Company and the Trustee, pursuant to which the 9¾% Notes were issued, (iii) the Indenture, dated as of December 2, 2003 (“7.5% Notes Indenture”), between the Company and the Trustee, pursuant to which the 7.5% Notes were issued and (iv) the Indenture, dated as of December 11, 2003 (“7.5% Series B Notes Indenture” and, together with the 10¾% Notes Indenture, the 9¾% Notes Indenture and the 7.5% Notes Indenture, the “Indentures”), between the Company and the Trustee, pursuant to which the 7.5% Series B Notes were issued.

On June 1, 2005, the Company and the Trustee entered into First Supplemental Indentures for each series of Notes (collectively, “Supplemental Indentures”). The amendments to each Indenture set forth in the related Supplemental Indenture (collectively, “Amendments”) will, once effective, eliminate substantially all of the restrictive covenants, certain events of default and related provisions contained in each Indenture. The Amendments with respect to a series of Notes will not become effective unless and until the Company purchases pursuant to the Offer at least a majority in aggregate principal amount of the applicable series of Notes outstanding on June 1, 2005 (excluding for such purpose Notes owned by the Company and certain of its affiliates).

The above summary of the Amendments is qualified in its entirety by the Supplemental Indentures attached hereto as Exhibit 4.1, 4.2, 4.3 and 4.4.

## ITEM 7.01 – REGULATION FD DISCLOSURE

On June 1, 2005, the Company issued a press release announcing it had received the requisite consents to adopt each Supplemental Indenture. The June 1, 2005 press release is furnished herewith as Exhibit 99.1.

## ITEM 9.01 – FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	First Supplemental Indenture, dated as of June 1, 2005, between Crown Castle International Corp. and The Bank of New York (as successor trustee to United States Trust Company of New York), as Trustee, relating to the 10¾% Notes
4.2	First Supplemental Indenture, dated as of June 1, 2005, between Crown Castle International Corp. and The Bank of New York, as Trustee, relating to the 9¾% Notes
4.3	First Supplemental Indenture, dated as of June 1, 2005, between Crown Castle International Corp. and The Bank of New York, as Trustee, relating to the 7.5% Notes
4.4	First Supplemental Indenture, dated as of June 1, 2005, between Crown Castle International Corp. and The Bank of New York, as Trustee, relating to the 7.5% Series B Notes
99.1	Press Release dated June 1, 2005

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

**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: June 1, 2005

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**EXHIBIT INDEX**

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4.1	First Supplemental Indenture, dated as of June 1, 2005, between Crown Castle International Corp. and The Bank of New York (as successor trustee to United States Trust Company of New York), as Trustee, relating to the 10 <sup>3</sup> / <sub>4</sub> % Notes
4.2	First Supplemental Indenture, dated as of June 1, 2005, between Crown Castle International Corp. and The Bank of New York, as Trustee, relating to the 9 <sup>3</sup> / <sub>8</sub> % Notes
4.3	First Supplemental Indenture, dated as of June 1, 2005, between Crown Castle International Corp. and The Bank of New York, as Trustee, relating to the 7.5% Notes
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99.1	Press Release dated June 1, 2005

CROWN CASTLE INTERNATIONAL CORP.

As Issuer

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10<sup>3</sup>/<sub>4</sub>% Senior Notes due 2011

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FIRST SUPPLEMENTAL INDENTURE

Dated as of June 1, 2005

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Supplementing the Indenture dated as of June 26, 2000, between  
Crown Castle International Corp., as Issuer, and The Bank of New York,  
as successor trustee to United States Trust Company of New York, as Trustee

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THE BANK OF NEW YORK

As Trustee

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FIRST SUPPLEMENTAL INDENTURE dated as of June 1, 2005 (this "Supplemental Indenture"), to the INDENTURE dated as of June 26, 2000 (the "Indenture"), between Crown Castle International Corp., a Delaware corporation (the "Company"), and The Bank of New York, as successor trustee to United States Trust Company of New York, as trustee (the "Trustee"), which governs the terms of the Company's 10<sup>3/4</sup>% Senior Notes due 2011 (the "Securities").

WHEREAS Section 9.02 of the Indenture provides that the Company and the Trustee may amend the Indenture with the consent of the Holders of at least a majority in aggregate principal amount of the Securities then outstanding, excluding for such purpose any Securities owned by the Company and certain of its affiliates (the "Requisite Consents");

WHEREAS, pursuant to the Offer to Purchase and Consent Solicitation Statement dated May 17, 2005 (the "Offer to Purchase"), the Company commenced a cash tender offer for any and all outstanding Securities and solicited consents from Holders of Securities to amend certain provisions of the Indenture, as set forth in Article I hereof;

WHEREAS the Requisite Consents to the amendments effected by this Supplemental Indenture have been received; and

WHEREAS this Supplemental Indenture has been duly authorized by all necessary corporate action on the part of the Company.

NOW, THEREFORE, the Company and the Trustee agree as follows for the equal and ratable benefit of the Holders of the Securities:

## **ARTICLE I**

### **Amendments**

SECTION 1.01. *Amendments to Articles 4 and 5.* Upon effectiveness of the amendments set forth in this Article, each of Section 4.02 (Maintenance of Office or Agency), Section 4.03 (Reports), Section 4.04 (Compliance Certificate), Section 4.05 (Taxes), Section 4.06 (Stay, Extension and Usury Laws), Section 4.07 (Restricted Payments), Section 4.08 (Dividend and Other Payment Restrictions Affecting Subsidiaries), Section 4.09 (Incurrence of Indebtedness and Issuance of Preferred Stock), Section 4.10 (Asset Sales), Section 4.11 (Transactions with Affiliates), Section 4.12 (Liens), Section 4.13 (Business Activities), Section 4.14 (Corporate Existence), Section 4.15 (Offer to Repurchase Upon Change of Control), Section 4.16 (Sale and Leaseback Transactions), Section 4.17 (Limitation on Issuances and Sales of Capital Stock of Restricted Subsidiaries), Section 4.18 (Limitation on Issuances of Guarantees of Indebtedness) and Section 5.01 (Merger, Consolidation, or Sale of Assets) of the Indenture shall be deleted in its entirety and replaced with the phrase "[Intentionally Omitted]". All references to such deleted sections shall also be deleted in their entirety.

SECTION 1.02. *Amendments to Article 6.* Upon effectiveness of the amendments set forth in this Article, each of clauses (3), (4), (5), (6), (7) and (8) of Section 6.01 shall be deleted in its entirety and replaced with the phrase “[Intentionally Omitted]”. All references to such deleted clauses shall also be deleted in their entirety.

SECTION 1.03. *Trustee’s Acceptance.* The Trustee hereby accepts this Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

## **ARTICLE II**

### **Miscellaneous**

SECTION 2.01. *Interpretation.* Upon execution and delivery of this Supplemental Indenture and the effectiveness of the amendments set forth in Article I, the Indenture shall be modified and amended in accordance with this Supplemental Indenture, and all the terms and conditions of both shall be read together as though they constitute one instrument, except that, in case of conflict, the provisions of this Supplemental Indenture shall control. The Indenture, as modified and amended by this Supplemental Indenture, is hereby ratified and confirmed in all respects and shall bind every Holder of Securities. In case of conflict between the terms and conditions contained in the Securities and those contained in the Indenture, as modified and amended by this Supplemental Indenture, the provisions of the Indenture, as modified and amended by this Supplemental Indenture, shall control.

SECTION 2.02. *Conflict with Trust Indenture Act.* If any provision of this Supplemental Indenture limits, qualifies or conflicts with any provision of the TIA that is required under the TIA to be part of and govern any provision of this Supplemental Indenture, the provision of the TIA shall control. If any provision of this Supplemental Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Indenture as so modified or to be excluded by this Supplemental Indenture, as the case may be.

SECTION 2.03. *Severability.* In case any provision in this Supplemental Indenture 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 2.04. *Terms Defined in the Indenture.* All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture.

SECTION 2.05. *Headings.* The Article and Section headings of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.



SECTION 2.06. *Benefits of Supplemental Indenture, etc.* Nothing in this Supplemental Indenture or the Securities, express or implied, shall give to any Person, other than the parties hereto and thereto and their successors hereunder and thereunder and the Holders of the Securities, any benefit of any legal or equitable right, remedy or claim under the Indenture, this Supplemental Indenture or the Securities.

SECTION 2.07. *Successors.* All agreements of the Company in this Supplemental Indenture shall bind its successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

SECTION 2.08. *Trustee Not Responsible for Recitals.* The recitals contained herein shall be taken as the statements of the Company and the Trustee assumes no responsibility for their correctness.

SECTION 2.09. *Certain Duties and Responsibilities of the Trustee.* In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

SECTION 2.10. *Governing Law.* This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York but without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

SECTION 2.11. *Counterpart Originals.* The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 2.12. *Effectiveness of Amendments.* The amendments to the Indenture set forth in Article I shall become effective only upon the purchase by the Company pursuant to the Offer to Purchase of at least a majority in aggregate principal amount of the Securities outstanding on the date hereof (excluding for such purposes any Securities owned, on the date hereof, by the Company or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company).

IN WITNESS WHEREOF, each party hereto has caused this Supplemental Indenture to be signed by its officer thereunto duly authorized as of the date first written above.

CROWN CASTLE INTERNATIONAL CORP.,

by /s/ Jay Brown

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Name: Jay Brown  
Title: Vice President

THE BANK OF NEW YORK, as Trustee,

by /s/ Jeremy Finkelstein

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Name: Jeremy Finkelstein  
Title: Assistant Vice President

CROWN CASTLE INTERNATIONAL CORP.

As Issuer

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9<sup>3</sup>/<sub>8</sub>% Senior Notes due 2011

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FIRST SUPPLEMENTAL INDENTURE

Dated as of June 1, 2005

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Supplementing the Indenture dated as of May 16, 2001, between  
Crown Castle International Corp., as Issuer, and The Bank of New York, as Trustee

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THE BANK OF NEW YORK

As Trustee

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FIRST SUPPLEMENTAL INDENTURE dated as of June 1, 2005 (this "Supplemental Indenture"), to the INDENTURE dated as of May 16, 2001 (the "Indenture"), between Crown Castle International Corp., a Delaware corporation (the "Company"), and The Bank of New York, as trustee (the "Trustee"), which governs the terms of the Company's 9<sup>3</sup>/<sub>8</sub>% Senior Notes due 2011 (the "Securities").

WHEREAS Section 9.02 of the Indenture provides that the Company and the Trustee may amend the Indenture with the consent of the Holders of at least a majority in aggregate principal amount of the Securities then outstanding, excluding for such purpose any Securities owned by the Company and certain of its affiliates (the "Requisite Consents");

WHEREAS, pursuant to the Offer to Purchase and Consent Solicitation Statement dated May 17, 2005 (the "Offer to Purchase"), the Company commenced a cash tender offer for any and all outstanding Securities and solicited consents from Holders of Securities to amend certain provisions of the Indenture, as set forth in Article I hereof;

WHEREAS the Requisite Consents to the amendments effected by this Supplemental Indenture have been received; and

WHEREAS this Supplemental Indenture has been duly authorized by all necessary corporate action on the part of the Company.

NOW, THEREFORE, the Company and the Trustee agree as follows for the equal and ratable benefit of the Holders of the Securities:

## **ARTICLE I**

### **Amendments**

SECTION 1.01. *Amendments to Articles 4 and 5.* Upon effectiveness of the amendments set forth in this Article, each of Section 4.02 (Maintenance of Office or Agency), Section 4.03 (Reports), Section 4.04 (Compliance Certificate), Section 4.05 (Taxes), Section 4.06 (Stay, Extension and Usury Laws), Section 4.07 (Restricted Payments), Section 4.08 (Dividend and Other Payment Restrictions Affecting Subsidiaries), Section 4.09 (Incurrence of Indebtedness and Issuance of Preferred Stock), Section 4.10 (Asset Sales), Section 4.11 (Transactions with Affiliates), Section 4.12 (Liens), Section 4.13 (Business Activities), Section 4.14 (Corporate Existence), Section 4.15 (Offer to Repurchase Upon Change of Control), Section 4.16 (Sale and Leaseback Transactions), Section 4.17 (Limitation on Issuances and Sales of Capital Stock of Restricted Subsidiaries), Section 4.18 (Limitation on Issuances of Guarantees of Indebtedness) and Section 5.01 (Merger, Consolidation, or Sale of Assets) of the Indenture shall be deleted in its entirety and replaced with the phrase "[Intentionally Omitted]". All references to such deleted sections shall also be deleted in their entirety.

SECTION 1.02. *Amendments to Article 6.* Upon effectiveness of the amendments set forth in this Article, each of clauses (3), (4), (5), (6), (7) and (8) of Section 6.01 shall be deleted in its entirety and replaced with the phrase “[Intentionally Omitted]”. All references to such deleted clauses shall also be deleted in their entirety.

SECTION 1.03. *Trustee’s Acceptance.* The Trustee hereby accepts this Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

## **ARTICLE II**

### **Miscellaneous**

SECTION 2.01. *Interpretation.* Upon execution and delivery of this Supplemental Indenture and the effectiveness of the amendments set forth in Article I, the Indenture shall be modified and amended in accordance with this Supplemental Indenture, and all the terms and conditions of both shall be read together as though they constitute one instrument, except that, in case of conflict, the provisions of this Supplemental Indenture shall control. The Indenture, as modified and amended by this Supplemental Indenture, is hereby ratified and confirmed in all respects and shall bind every Holder of Securities. In case of conflict between the terms and conditions contained in the Securities and those contained in the Indenture, as modified and amended by this Supplemental Indenture, the provisions of the Indenture, as modified and amended by this Supplemental Indenture, shall control.

SECTION 2.02. *Conflict with Trust Indenture Act.* If any provision of this Supplemental Indenture limits, qualifies or conflicts with any provision of the TIA that is required under the TIA to be part of and govern any provision of this Supplemental Indenture, the provision of the TIA shall control. If any provision of this Supplemental Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Indenture as so modified or to be excluded by this Supplemental Indenture, as the case may be.

SECTION 2.03. *Severability.* In case any provision in this Supplemental Indenture 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 2.04. *Terms Defined in the Indenture.* All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture.

SECTION 2.05. *Headings.* The Article and Section headings of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 2.06. *Benefits of Supplemental Indenture, etc.* Nothing in this Supplemental Indenture or the Securities, express or implied, shall give to any Person,

other than the parties hereto and thereto and their successors hereunder and thereunder and the Holders of the Securities, any benefit of any legal or equitable right, remedy or claim under the Indenture, this Supplemental Indenture or the Securities.

SECTION 2.07. *Successors.* All agreements of the Company in this Supplemental Indenture shall bind its successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

SECTION 2.08. *Trustee Not Responsible for Recitals.* The recitals contained herein shall be taken as the statements of the Company and the Trustee assumes no responsibility for their correctness.

SECTION 2.09. *Certain Duties and Responsibilities of the Trustee.* In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

SECTION 2.10. *Governing Law.* This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York but without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

SECTION 2.11. *Counterpart Originals.* The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 2.12. *Effectiveness of Amendments.* The amendments to the Indenture set forth in Article I shall become effective only upon the purchase by the Company pursuant to the Offer to Purchase of at least a majority in aggregate principal amount of the Securities outstanding on the date hereof (excluding for such purposes any Securities owned, on the date hereof, by the Company or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company).

IN WITNESS WHEREOF, each party hereto has caused this Supplemental Indenture to be signed by its officer thereunto duly authorized as of the date first written above.

CROWN CASTLE INTERNATIONAL CORP.,

by /s/ Jay Brown

---

Name: Jay Brown  
Title: Vice President

THE BANK OF NEW YORK, as Trustee,

by /s/ Jeremy Finkelstein

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Name: Jeremy Finkelstein  
Title: Assistant Vice President

CROWN CASTLE INTERNATIONAL CORP.

As Issuer

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7.5% Senior Notes due 2013

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FIRST SUPPLEMENTAL INDENTURE

Dated as of June 1, 2005

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Supplementing the Indenture dated as of December 2, 2003, between  
Crown Castle International Corp., as Issuer, and The Bank of New York, as Trustee

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THE BANK OF NEW YORK

As Trustee

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FIRST SUPPLEMENTAL INDENTURE dated as of June 1, 2005 (this "Supplemental Indenture"), to the INDENTURE dated as of December 2, 2003 (the "Indenture"), between Crown Castle International Corp., a Delaware corporation (the "Company"), and The Bank of New York, as trustee (the "Trustee"), which governs the terms of the Company's 7.5% Senior Notes due 2013 (the "Securities").

WHEREAS Section 9.02 of the Indenture provides that the Company and the Trustee may amend the Indenture with the consent of the Holders of at least a majority in aggregate principal amount of the Securities then outstanding, excluding for such purpose any Securities owned by the Company and certain of its affiliates (the "Requisite Consents");

WHEREAS, pursuant to the Offer to Purchase and Consent Solicitation Statement dated May 17, 2005 (the "Offer to Purchase"), the Company commenced a cash tender offer for any and all outstanding Securities and solicited consents from Holders of Securities to amend certain provisions of the Indenture, as set forth in Article I hereof;

WHEREAS the Requisite Consents to the amendments effected by this Supplemental Indenture have been received; and

WHEREAS this Supplemental Indenture has been duly authorized by all necessary corporate action on the part of the Company.

NOW, THEREFORE, the Company and the Trustee agree as follows for the equal and ratable benefit of the Holders of the Securities:

## **ARTICLE I**

### **Amendments**

SECTION 1.01. *Amendments to Articles 4 and 5.* Upon effectiveness of the amendments set forth in this Article, each of Section 4.02 (Maintenance of Office or Agency), Section 4.03 (Reports), Section 4.04 (Compliance Certificate), Section 4.05 (Taxes), Section 4.06 (Stay, Extension and Usury Laws), Section 4.07 (Restricted Payments), Section 4.08 (Dividend and Other Payment Restrictions Affecting Subsidiaries), Section 4.09 (Incurrence of Indebtedness and Issuance of Preferred Stock), Section 4.10 (Asset Sales), Section 4.11 (Transactions with Affiliates), Section 4.12 (Liens), Section 4.13 (Business Activities), Section 4.14 (Corporate Existence), Section 4.15 (Offer to Repurchase Upon Change of Control), Section 4.16 (Sale and Leaseback Transactions), Section 4.17 (Limitation on Issuances and Sales of Capital Stock of Restricted Subsidiaries), Section 4.18 (Limitation on Issuances of Guarantees of Indebtedness) and Section 5.01 (Merger, Consolidation, or Sale of Assets) of the Indenture shall be deleted in its entirety and replaced with the phrase "[Intentionally Omitted]". All references to such deleted sections shall also be deleted in their entirety.

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SECTION 1.03. *Trustee’s Acceptance.* The Trustee hereby accepts this Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

## **ARTICLE II**

### **Miscellaneous**

SECTION 2.01. *Interpretation.* Upon execution and delivery of this Supplemental Indenture and the effectiveness of the amendments set forth in Article I, the Indenture shall be modified and amended in accordance with this Supplemental Indenture, and all the terms and conditions of both shall be read together as though they constitute one instrument, except that, in case of conflict, the provisions of this Supplemental Indenture shall control. The Indenture, as modified and amended by this Supplemental Indenture, is hereby ratified and confirmed in all respects and shall bind every Holder of Securities. In case of conflict between the terms and conditions contained in the Securities and those contained in the Indenture, as modified and amended by this Supplemental Indenture, the provisions of the Indenture, as modified and amended by this Supplemental Indenture, shall control.

SECTION 2.02. *Conflict with Trust Indenture Act.* If any provision of this Supplemental Indenture limits, qualifies or conflicts with any provision of the TIA that is required under the TIA to be part of and govern any provision of this Supplemental Indenture, the provision of the TIA shall control. If any provision of this Supplemental Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Indenture as so modified or to be excluded by this Supplemental Indenture, as the case may be.

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SECTION 2.06. *Benefits of Supplemental Indenture, etc.* Nothing in this Supplemental Indenture or the Securities, express or implied, shall give to any Person,

other than the parties hereto and thereto and their successors hereunder and thereunder and the Holders of the Securities, any benefit of any legal or equitable right, remedy or claim under the Indenture, this Supplemental Indenture or the Securities.

SECTION 2.07. *Successors.* All agreements of the Company in this Supplemental Indenture shall bind its successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

SECTION 2.08. *Trustee Not Responsible for Recitals.* The recitals contained herein shall be taken as the statements of the Company and the Trustee assumes no responsibility for their correctness.

SECTION 2.09. *Certain Duties and Responsibilities of the Trustee.* In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

SECTION 2.10. *Governing Law.* This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York but without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

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IN WITNESS WHEREOF, each party hereto has caused this Supplemental Indenture to be signed by its officer thereunto duly authorized as of the date first written above.

CROWN CASTLE INTERNATIONAL CORP.,

by /s/ Jay Brown

---

Name: Jay Brown  
Title: Vice President

THE BANK OF NEW YORK, as Trustee,

by /s/ Jeremy Finkelstein

---

Name: Jeremy Finkelstein  
Title: Assistant Vice President

CROWN CASTLE INTERNATIONAL CORP.

As Issuer

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7.5% Series B Senior Notes due 2013

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FIRST SUPPLEMENTAL INDENTURE

Dated as of June 1, 2005

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Supplementing the Indenture dated as of December 11, 2003, between  
Crown Castle International Corp., as Issuer, and The Bank of New York, as Trustee

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THE BANK OF NEW YORK

As Trustee

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FIRST SUPPLEMENTAL INDENTURE dated as of June 1, 2005 (this "Supplemental Indenture"), to the INDENTURE dated as of December 11, 2003 (the "Indenture"), between Crown Castle International Corp., a Delaware corporation (the "Company"), and The Bank of New York, as trustee (the "Trustee"), which governs the terms of the Company's 7.5% Series B Senior Notes due 2013 (the "Securities").

WHEREAS Section 9.02 of the Indenture provides that the Company and the Trustee may amend the Indenture with the consent of the Holders of at least a majority in aggregate principal amount of the Securities then outstanding, excluding for such purpose any Securities owned by the Company and certain of its affiliates (the "Requisite Consents");

WHEREAS, pursuant to the Offer to Purchase and Consent Solicitation Statement dated May 17, 2005 (the "Offer to Purchase"), the Company commenced a cash tender offer for any and all outstanding Securities and solicited consents from Holders of Securities to amend certain provisions of the Indenture, as set forth in Article I hereof;

WHEREAS the Requisite Consents to the amendments effected by this Supplemental Indenture have been received; and

WHEREAS this Supplemental Indenture has been duly authorized by all necessary corporate action on the part of the Company.

NOW, THEREFORE, the Company and the Trustee agree as follows for the equal and ratable benefit of the Holders of the Securities:

## **ARTICLE I**

### **Amendments**

SECTION 1.01. *Amendments to Articles 4 and 5.* Upon effectiveness of the amendments set forth in this Article, each of Section 4.02 (Maintenance of Office or Agency), Section 4.03 (Reports), Section 4.04 (Compliance Certificate), Section 4.05 (Taxes), Section 4.06 (Stay, Extension and Usury Laws), Section 4.07 (Restricted Payments), Section 4.08 (Dividend and Other Payment Restrictions Affecting Subsidiaries), Section 4.09 (Incurrence of Indebtedness and Issuance of Preferred Stock), Section 4.10 (Asset Sales), Section 4.11 (Transactions with Affiliates), Section 4.12 (Liens), Section 4.13 (Business Activities), Section 4.14 (Corporate Existence), Section 4.15 (Offer to Repurchase Upon Change of Control), Section 4.16 (Sale and Leaseback Transactions), Section 4.17 (Limitation on Issuances and Sales of Capital Stock of Restricted Subsidiaries), Section 4.18 (Limitation on Issuances of Guarantees of Indebtedness) and Section 5.01 (Merger, Consolidation, or Sale of Assets) of the Indenture shall be deleted in its entirety and replaced with the phrase "[Intentionally Omitted]". All references to such deleted sections shall also be deleted in their entirety.

SECTION 1.02. *Amendments to Article 6.* Upon effectiveness of the amendments set forth in this Article, each of clauses (3), (4), (5), (6), (7) and (8) of Section 6.01 shall be deleted in its entirety and replaced with the phrase “[Intentionally Omitted]”. All references to such deleted clauses shall also be deleted in their entirety.

SECTION 1.03. *Trustee’s Acceptance.* The Trustee hereby accepts this Supplemental Indenture and agrees to perform the same under the terms and conditions set forth in the Indenture.

## **ARTICLE II**

### **Miscellaneous**

SECTION 2.01. *Interpretation.* Upon execution and delivery of this Supplemental Indenture and the effectiveness of the amendments set forth in Article I, the Indenture shall be modified and amended in accordance with this Supplemental Indenture, and all the terms and conditions of both shall be read together as though they constitute one instrument, except that, in case of conflict, the provisions of this Supplemental Indenture shall control. The Indenture, as modified and amended by this Supplemental Indenture, is hereby ratified and confirmed in all respects and shall bind every Holder of Securities. In case of conflict between the terms and conditions contained in the Securities and those contained in the Indenture, as modified and amended by this Supplemental Indenture, the provisions of the Indenture, as modified and amended by this Supplemental Indenture, shall control.

SECTION 2.02. *Conflict with Trust Indenture Act.* If any provision of this Supplemental Indenture limits, qualifies or conflicts with any provision of the TIA that is required under the TIA to be part of and govern any provision of this Supplemental Indenture, the provision of the TIA shall control. If any provision of this Supplemental Indenture modifies or excludes any provision of the TIA that may be so modified or excluded, the provision of the TIA shall be deemed to apply to the Indenture as so modified or to be excluded by this Supplemental Indenture, as the case may be.

SECTION 2.03. *Severability.* In case any provision in this Supplemental Indenture 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 2.04. *Terms Defined in the Indenture.* All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Indenture.

SECTION 2.05. *Headings.* The Article and Section headings of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part of this Supplemental Indenture and shall in no way modify or restrict any of the terms or provisions hereof.

SECTION 2.06. *Benefits of Supplemental Indenture, etc.* Nothing in this Supplemental Indenture or the Securities, express or implied, shall give to any Person,

other than the parties hereto and thereto and their successors hereunder and thereunder and the Holders of the Securities, any benefit of any legal or equitable right, remedy or claim under the Indenture, this Supplemental Indenture or the Securities.

SECTION 2.07. *Successors.* All agreements of the Company in this Supplemental Indenture shall bind its successors. All agreements of the Trustee in this Supplemental Indenture shall bind its successors.

SECTION 2.08. *Trustee Not Responsible for Recitals.* The recitals contained herein shall be taken as the statements of the Company and the Trustee assumes no responsibility for their correctness.

SECTION 2.09. *Certain Duties and Responsibilities of the Trustee.* In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability or affording protection to the Trustee, whether or not elsewhere herein so provided.

SECTION 2.10. *Governing Law.* This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York but without giving effect to applicable principles of conflicts of law to the extent that the application of the laws of another jurisdiction would be required thereby.

SECTION 2.11. *Counterpart Originals.* The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 2.12. *Effectiveness of Amendments.* The amendments to the Indenture set forth in Article I shall become effective only upon the purchase by the Company pursuant to the Offer to Purchase of at least a majority in aggregate principal amount of the Securities outstanding on the date hereof (excluding for such purposes any Securities owned, on the date hereof, by the Company or by any person directly or indirectly controlling or controlled by or under direct or indirect common control with the Company).



IN WITNESS WHEREOF, each party hereto has caused this Supplemental Indenture to be signed by its officer thereunto duly authorized as of the date first written above.

CROWN CASTLE INTERNATIONAL CORP.,

by /s/ Jay Brown

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Name: Jay Brown  
Title: Vice President

THE BANK OF NEW YORK, as Trustee,

by /s/ Jeremy Finkelstein

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Name: Jeremy Finkelstein  
Title: Assistant Vice President

Crown Castle International

News Release

www.crowncastle.com

Contacts: W. Benjamin Moreland, CFO  
 Jay Brown, Treasurer  
 Crown Castle International Corp.  
 713-570-3000

FOR IMMEDIATE RELEASE

**CROWN CASTLE INTERNATIONAL RECEIVES REQUISITE  
 CONSENTS IN TENDER OFFERS AND CONSENT  
 SOLICITATIONS FOR ITS 10<sup>3/4</sup>% SENIOR NOTES,  
 9<sup>3/8</sup>% SENIOR NOTES, 7.5% SENIOR NOTES  
 AND 7.5% SERIES B SENIOR NOTES**

June 1, 2005 – HOUSTON, TEXAS – Crown Castle International Corp. (NYSE: CCI) announced today that holders of more than a majority in aggregate principal amount of each of its outstanding 10<sup>3/4</sup>% Senior Notes due 2011 (CUSIP No. 228227AJ3) (the “10<sup>3/4</sup>% Notes”), 9<sup>3/8</sup>% Senior Notes due 2011 (CUSIP No. 228227AS3) (the “9<sup>3/8</sup>% Notes”), 7.5% Senior Notes due 2013 (CUSIP No. 228227AW4) (the “7.5% Notes”) and 7.5% Series B Senior Notes due 2013 (CUSIP No. 228227AY0) (the “7.5% Series B Notes”) and, together with the 10<sup>3/4</sup>% Notes, 9<sup>3/8</sup>% Notes and 7.5% Notes, the “Notes”) have provided the requisite consents to adopt certain proposed amendments to each Indenture governing the Notes as set forth in the Company’s Offer to Purchase and Consent Solicitation Statement dated May 17, 2005 (the “Offer to Purchase”).

The expiration date for the tender offers is midnight (EDT) on June 14, 2005. The consent date for the tender offers is 5:00 p.m. (EDT) on May 31, 2005 and all tenders and consents delivered prior to that date and time have become irrevocable. As of the consent date, approximately the following principal amounts of each series of Notes have been tendered: (i) \$418.3 million, or 97.7%, of the aggregate outstanding principal amount of the 10<sup>3/4</sup>% Notes, (ii) \$405.4 million, or 99.6%, of the aggregate outstanding principal amount of the 9<sup>3/8</sup>% Notes, (iii) \$299.9 million, or 99.9%, of the aggregate outstanding principal amount of the 7.5% Notes and (iv) \$299.8 million, or 99.9%, of the aggregate outstanding principal amount of the 7.5% Series B Notes.

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Crown Castle also announced today that it has entered into Supplemental Indentures in respect of each series of Notes to adopt certain proposed amendments to each Indenture governing the Notes, as described in the Offer to Purchase. The proposed amendments set forth in each Supplemental Indenture will not become effective unless and until at least a majority of the outstanding principal amount of the applicable series of Notes are accepted for payment pursuant to the terms of the tender offers.

Morgan Stanley is acting as the Dealer Manager and Solicitation Agent for the tender offers and consent solicitations. Requests for documents may be directed to MacKenzie Partners, Inc., the Information Agent, by telephone at (800) 322-2885 (toll-free) or (212) 929-5500 (collect), or in writing at 105 Madison Avenue, New York, NY 10016, Attention: Kevin Auten. Questions regarding the tender offers or consent solicitations may be directed to Morgan Stanley at (800) 624-1808 (toll-free) or (212) 761-1864 (collect), or in writing at 1585 Broadway, New York, NY 10036, Attention: Arthur Rubin.

This press release is not an offer to purchase, a solicitation of an offer to sell or a solicitation of consents with respect to the Notes. The tender offers and consent solicitations are being made only in reference to the Offer to Purchase and related Consent and Letter of Transmittal dated May 17, 2005.

Crown Castle International Corp. engineers, deploys, owns and operates technologically advanced shared wireless infrastructure, including extensive networks of towers. Crown Castle offers significant wireless communications coverage to 68 of the top 100 United States markets and to substantially all of the Australian population. Crown Castle owns, operates and manages over 10,600 and over 1,300 wireless communication sites in the U.S. and Australia, respectively. For more information on Crown Castle visit: <http://www.crowncastle.com>.

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