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

FORM 8-K

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

Date of Report (Date of earliest event reported): February 20, 2014

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

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

1220 Augusta Drive
Suite 600
Houston, TX 77057
(Address of Principal Executive Office)

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

(e) 2014 EMT Annual Incentive Plan. On February 20, 2014, the Board of Directors ("Board") of Crown Castle International Corp. ("Company"), upon recommendation from the Compensation Committee, approved the Crown Castle 2014 EMT Annual Incentive Plan ("2014 Incentive Plan") for the Company's executive management team ("EMT"), including W. Benjamin Moreland, the Company's President and Chief Executive Officer and the Company's other executive officers. The 2014 Incentive Plan is intended to provide incentives to members of the Company's EMT in the form of cash payments for achieving certain performance goals established under the 2014 Incentive Plan. Under the 2014 Incentive Plan, each eligible participant has an assigned target incentive level, expressed as a percentage of base salary. Depending on the achievement of specified levels of corporate and business unit financial performance goals and individual performance goals, each eligible participant may earn a multiple of the target incentive. The Board's approval of the 2014 Incentive Plan does not create a guarantee of an incentive award to any eligible participant, and the Compensation Committee retains discretion to discontinue or amend the 2014 Incentive Plan at any time. A copy of the 2014 Incentive Plan is filed as Exhibit 10.1 to this Form 8-K.

Executive Officer Compensation. On February 20, 2014, the Board, upon recommendation from the Compensation Committee, approved the following base salaries, annual incentives and restricted stock units ("RSUs") with respect to the following executive officers of the Company:

Name and Principal Position	2014 Base Salary ($)	2013 Annual Incentive ($)*	2014 Time Vest RSUs (Units)	2014 Performance RSUs (Units)
W. Benjamin Moreland President and Chief Executive Officer	$ 955,000	$ 1,643,653	25,193	88,459
Jay A. Brown Senior Vice President, Chief Financial Officer and Treasurer	$ 492,633	$ 609,668	9,605	33,728
James D. Young Senior Vice President and Chief Operating Officer	$ 490,137	$ 606,579	9,557	33,557
E. Blake Hawk Executive Vice President and General Counsel	$ 452,577	$ 474,800	7,267	25,517
Patrick Slowey Senior Vice President and Chief Commercial Officer	$ 423,386	$ 449,710	4,856	17,051

* Amounts shown under 2013 Annual Incentive include a discretionary incentive of $13,520, $6,974, $6,939, $6,407 and $5,994 for Messrs. Moreland, Brown, Young, Hawk and Slowey, respectively, for successfully integrating in 2013 the towers acquired from T-Mobile in fourth quarter 2012.

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

The terms of the 2014 Time Vest RSUs shown in the table above provide that 33 1/3% of such Time Vest RSUs vest on February 19 of each of 2015, 2016 and 2017.

The terms of the 2014 Performance RSUs shown in the table above provide that 0% to 100% of the Performance RSUs vest on February 19, 2017 based upon the Company's total stockholder return ("TSR") performance ranking ("TSR Rank") relative to a peer group of companies approved by the Board ("TSR Peer Group") for the three year period ending December 31, 2016 ("Period").** If the TSR Rank is at the 30th percentile or more up to the 55th percentile, then 33.34% to 66.67% of the Performance RSUs vest on a pro rata basis based upon the level of the TSR Rank (i.e., approximately an additional 1.3336% of the units vest for each 1.0 percentile increase in the TSR Rank above the 30th percentile up to the 55th percentile), with 66.67% of the Performance RSUs vesting at the 55th percentile. If the TSR Rank is at the 55th percentile or more, then 66.67% to 100% of the Performance RSUs vest on a pro rata basis based upon the level of the TSR Rank (i.e., approximately an additional 0.95229% of the units vest for each 1.0 percentile increase in the TSR Rank above the 55th percentile up to the 90th percentile (or above)), with 100% of the units vesting at or above the 90th percentile. However, if the TSR is negative for the Period and the TSR Rank is at or above the 30th percentile, the percentage of units which vest shall be 33.34%. If the TSR Rank is below the 30th percentile, 100% of the Performance RSUs will be forfeited.

A form of the standard Restricted Stock Units Agreement generally used for the Company's 2013 Long-Term Incentive Plan is filed herewith as Exhibit 10.2 to this Form 8-K.

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

Non-employee Director Equity Compensation. On February 20, 2014, the Board also approved an annual equity grant of shares of Common Stock to the non-employee directors of the Board. A summary of the current components of compensation for non-employee members of the Board, including the equity grants approved on February 20, 2014, is filed herewith as Exhibit 10.3 to this Form 8-K.

As used in this Form 8-K, the term "including" and any variation thereof, means "including without limitation," and the use of the word "or" is not exclusive.

ITEM 9.01 — FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

Exhibit No.	Description
10.1	2014 Executive Management Team Annual Incentive Plan
10.2	Form of 2013 Long-Term Incentive Plan Restricted Stock Units Agreement
10.3	Summary of Non-Employee Director Compensation

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: February 26, 2014

EXHIBIT INDEX

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2014 Executive Management Team Annual Incentive Plan

Plan Document

(Effective January 1, 2014)

OVERVIEW

This Plan Document is designed to outline the provisions of the Crown Castle International Corp. ("CCIC" or "Company") 2014 Executive Management Team (EMT) Annual Incentive Plan (the "Plan") effective as of the 1st day of January 2014, in accordance with the terms provided herein.

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

SECTION 1. OBJECTIVES

The Company's main objectives for the Plan are:

- To provide a compensation package that is competitive with the market.
- To motivate executives by providing the appropriate reward for individual and corporate performance based on Company goals and objectives.
- To focus business unit executives on maximizing results of their business units, while also reinforcing the importance of teamwork at the corporate level.
- To link the Plan's financial measures with investor expectations.
- To link the Plan's financial and nonfinancial measures with the individual performance of the executives.

SECTION 2. PLAN YEAR

The effective date of this Plan is January 1, 2014. The Plan will remain in effect from January 1, 2014, to December 31, 2014 (the "Plan Year").

SECTION 3. ADMINISTRATION

The Plan shall be administered by the Compensation Committee (the "Committee") of the Board of Directors (the "Board") with oversight by the Board. The Committee shall have the authority to review and approve: (a) the Participants as defined in Section 4, (b) the incentive opportunities for each Participant as defined in Section 6, (c) the methodology for determining the Performance Goals as defined in Section 7, (d) the minimum performance requirements as described in Section 8, and (e) the final Incentive Awards for the Participants as described in Section 9. The Committee shall also have the authority to review and approve any proposed amendments to the Plan throughout the Plan Year. The Committee retains the right to discontinue or amend this Plan at any time. The Committee may use discretion to adjust the Incentive Award levels to account for events that impact the ability to meet the Performance Goals described in Section 7.

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

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

SECTION 4. ELIGIBILITY

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

SECTION 5. CHANGE IN ELIGIBILITY STATUS

In making decisions regarding employees' participation in the Plan, the CEO may consider any factors that he or she may consider relevant. The following guidelines are provided as general information regarding employee status changes upon the occurrence of the events described below, provided that recommendation to include an employee in the Plan originates from the CEO:

(a) New Hire, Transfer, Promotion. A newly hired, transferred or promoted employee selected and approved as a Participant in the Plan prior to March 1 of the Plan Year may participate based on a full Plan Year. A newly hired, transferred or promoted employee selected and approved as a Participant in the Plan after March 1 and before November 1 of the Plan Year may participate in the Plan on a pro rata basis as of the date the Participant was approved into the Plan. A newly hired employee selected and approved as a Participant in the Plan on or after November 1 of the Plan Year will not be eligible to participate in the Plan until a new Plan Year begins the following January 1.

(b) Demotion. An Incentive Award will generally not be made to an employee who has been demoted during the Plan Year because of performance.

(c) Termination. An Incentive Award will generally not be made to any Participant whose services are terminated prior to the payment of the Incentive Award for reasons of misconduct, failure to perform or other cause.

(d) Resignation. An Incentive Award will generally not be made to any Participant who resigns for any reason, including retirement, before the Incentive Award is made. However, if the Participant has voluntarily terminated his or her employment with the Company's consent, the Participant may be considered for a pro rata Incentive Award, provided the Participant otherwise qualifies for the Incentive Award.

(e) Death and Disability. A Participant whose status as an active employee is changed prior to the payment of the Incentive Award for any reason other than the reasons cited above may be considered for a pro rata Incentive Award, provided the Participant otherwise qualifies for the Incentive Award. In the event that an Incentive Award is made on behalf of an employee who has terminated employment by reason of death, any such payments or other amounts due will generally be paid to the Participant's estate.

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

SECTION 6. INCENTIVE OPPORTUNITY

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

Each Incentive Opportunity Zone will include threshold, target and maximum incentive opportunities. The Participant's target incentive opportunity will be based on the Participant's role and responsibilities, and will be expressed as a percentage of the Participant's base salary. The Participant's threshold and maximum incentive opportunities will be expressed as a Payout Multiple of the target incentive opportunity and will also be based on the Participant's role and responsibilities. The tables set forth on Exhibit A outline the target Payout Multiples for certain Participant categories.

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

SECTION 7. PERFORMANCE GOALS

Each Participant shall have specific performance goals (the "Performance Goals") determined for his or her position for the Plan Year. These Performance Goals will be based on certain financial and nonfinancial performance measures that support the approved business plan of the Company and/or business unit, and should identify how the Participant will support the achievement of such goals.

Two performance categories will generally be used for each Participant:

1. ***Corporate/Business Unit Performance*** — There will be one or more performance measures with equal or different weights that may be used within this category, including without limitation any one or more of the performance criteria described below:

   - Corporate Adjusted EBITDA — calculated as EBITDA adjusted for non-cash compensation.
   - Corporate Adjusted Funds From Operations per Share – calculated as Adjusted Funds From Operations divided by calendar year-end total CCIC common shares outstanding.
   - Business Unit Net New Sales — calculated as Gross New Tenant GAAP Revenue adjusted for Churn.

   The Performance Goals for these financial measures will generally be based on the Company's 2014 financial budget/forecasts as approved by the Board.

2. ***Individual Performance* —** The Individual Performance Goals will generally be based on those established using the Company's annual performance management system.

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

For the financial performance measures, threshold, target, and maximum Performance Goals will be established and aligned within the Participant's applicable Incentive Opportunity Zone as defined above in Section 6. The threshold, target, and maximum Performance Goals for these financial measures, based on the Company's budget/forecast for 2014 are set forth on Exhibit C.

The threshold, target and maximum individual Performance Goals will be based on how well the Participant met the goals established using the Company's annual performance management system. The Individual Performance Goals will be aligned within the Participant's applicable Incentive Opportunity Zone. While the interpretation of how well the Individual Performance Goals are met will be more subjective than for financial measures, the following descriptions will be used to interpret individual performance:

1. ***Exceeds Expectations*** — Defined as performance that consistently exceeds established expectations regarding the Participant's key individual goals. Performance at this level creates new standards of performance. Individual performance near or at the maximum will be achieved if the participant has exhibited "Exceeds Expectations" performance.
2. ***Meets Plus Expectations*** — Defined as performance that consistently meets and often exceeds established expectations regarding the Participant's key individual goals. Individual performance above target will be achieved if the Participant has exhibited "Meets Plus Expectations" performance.
3. ***Meets Expectations*** — Defined as performance that consistently meets and sometimes exceeds established expectations regarding the Participant's key individual goals. Individual performance at target will be achieved if the Participant has exhibited "Meets Expectations" performance.
4. ***Meets Most Expectations*** — Defined as performance that often meets established expectations regarding the Participant's key individual goals, but also requires some development. Individual performance near or at the minimum will be achieved if the Participant has exhibited "Meets Most Expectations" performance.
5. ***Does Not Meet Expectations*** — Defined as performance that does not consistently meet established expectations regarding the Participant's key individual goals and requires significant development. Individual performance at this level will result in no individual annual incentive payment for the Participant.

SECTION 8. MINIMUM PERFORMANCE REQUIREMENTS

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

1. The Minimum Financial Performance Target level set forth on Exhibit C must be achieved for Participants to be eligible for the Annual Incentive.

2. The business units or departments for which the Participants are responsible must receive an acceptable 404 assessment of applicable internal controls. The receipt of a 404 assessment with a material weakness may result in a reduction or elimination of the potential 2014 Annual Incentive for the responsible Participants and potentially all Participants.

3. The Participant must receive an Individual Performance Rating of Meets Expectations, Meets Plus Expectations or Exceeds Expectations. If a Participant receives an Individual Performance Rating of Meets Most Expectations, the Participant's Payout Multiple for the Corporate/Business Unit Performance Goals will be reduced to the lower of the Individual Payout Multiple received for the Meets Most Expectations Rating or the Payout Multiple received for the Corporate/Business Unit Performance Goals. If a Participant receives an Individual Performance Rating of Does Not Meet Expectations, the Participant will not receive an Annual Incentive Award.

SECTION 9. INCENTIVE AWARD CALCULATION

The Incentive Awards will be calculated based on the Incentive Opportunity Zones established for each Participant at the beginning of the Plan Year. The Incentive Opportunity Zones can be depicted as target Incentive Opportunity Curves that correlate the incentive Payout Multiples with each of the Performance Goals.

The target Incentive Opportunity Curves for each of the Performance Goals are set forth on Exhibit D.

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

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

An illustration of how this calculation is performed is set forth on Exhibit E.

SECTION 10. INCENTIVE AWARD PAYMENTS

Incentive Award payments in accordance with this Plan will be processed by the second pay period following the Board of Directors approval of the Plan Year's financial statements.

RESTRICTED STOCK UNITS AGREEMENT
(2013 Long-Term Incentive Plan)

This Restricted Stock Units Agreement ("Agreement") is made effective as of ____________ ("Grant Date"), between **CROWN CASTLE INTERNATIONAL CORP**. ("Company"), a Delaware corporation, and ____________ "Holder").

Holder has been serving as an employee of the Company or one of its Affiliates. In recognition of service and in order to encourage Holder to remain with the Company or its Affiliates (the "Group") and devote Holder's best efforts to the Group's affairs, thereby advancing the interests of the Company and its stockholders, the Company and Holder agree as follows:

1. **Issuance of Restricted Stock Units**. Upon the execution and return of this Agreement and for consideration from Holder to the Company in the form of services to the Group, the fair market value of which is at least equal to $.01 per each restricted stock unit granted pursuant to the 2013 Plan (defined below) ("Unit") which may be issued hereunder, the Company shall grant to Holder ____________ Units ("Holder's Units"), with each such Unit representing the right to potentially receive one share of $.01 par value Common Stock of the Company ("Stock"), subject to all of the terms set forth in this Agreement and in the Crown Castle International Corp. 2013 Long-Term Incentive Plan, as may be amended from time to time ("2013 Plan"), which is incorporated herein by reference as a part of this Agreement. The terms "Affiliate," "Committee", "Code", and "Dividend Equivalent" shall have the meanings assigned to them in the 2013 Plan.

2. **Limitations on Rights Associated with Units and Dividend Equivalents**. The Units and Dividend Equivalents granted pursuant to this Agreement are bookkeeping entries only. The Holder as to the Units shall have no rights as a stockholder of the Company, including no dividend rights (other than those described in Section 7 hereof with regard to Dividend Equivalents) and no voting rights.

3. **Transfer and Forfeiture Restrictions**. The Holder's Units shall not be sold, assigned, pledged, or otherwise transferred except as provided herein (including the 2013 Plan), and Holder shall be obligated to forfeit and surrender, without further consideration from the Company, such Units (to the extent then subject to the Forfeiture Restrictions) to the Company in accordance with this Agreement. The obligation to forfeit and surrender Units to the Company is referred to herein as the "Forfeiture Restrictions." The transfer restrictions and Forfeiture Restrictions shall be binding upon and enforceable against any permitted transferee of Units.

4. **Time Measures**. **[The following or other relevant vesting terms to be included as applicable to the specific award]** (a) Except as otherwise provided in Section 5 hereof, the lapsing of the Forfeiture Restrictions on Holder's Units shall be contingent upon meeting the applicable time measure ("Time Measure") described below while Holder is an employee or a member of the board of directors (or a similar position) of a member of the Group.

(b) The Time Measure date is the date indicated below with the percentage beside such date being the percentage of the Holder’s Units no longer subject to the Forfeiture Restrictions as indicated.

Time Measure Date	Incremental Percentage	Aggregate Percentage
__________, 20__	__________%	__________%
__________, 20__	__________%	__________%
__________, 20__	__________%	__________%

(c) As soon as administratively feasible after a Time Measure is satisfied, (1) the Committee shall certify in writing that the applicable Time Measure has been satisfied and the Forfeiture Restrictions shall lapse as to the number of Holder’s Units as calculated above (“Vested Units”), and (2) the Company shall distribute to the Holder one share of Stock (“Distributed Stock”) in exchange for each Vested Unit, and upon such exchange the Vested Units shall be automatically cancelled. The period from the Grant Date to the date that the applicable Time Measure is satisfied is sometimes hereinafter called the “Restricted Period.”

(d) Any Holder’s Units with respect to which Forfeiture Restrictions cannot lapse pursuant to this Section 4 (including any exceptions pursuant to Section 5 hereof) shall be forfeited and surrendered to the Company by Holder.

5. **Termination of Employment of Service**. If Holder’s employment with the Group terminates or is terminated prior to the end of the last Restricted Period, then the remaining Holder’s Units shall be forfeited and surrendered to the Company; provided, however, that, in such event, the Committee may (subject to the terms of the 2013 Plan), in its sole discretion, cause the Forfeiture Restrictions to lapse as to all or a part of the Holder’s Units and cause Distributed Stock to be issued and distributed with respect to such Units as if they were Vested Units subject to such terms set by the Committee, which may include satisfaction of the Time Measures that would otherwise be applicable to such Units if Holder’s employment with the Group had continued. For purposes of this Section 5, Holder’s services as a member of the board of directors (or a similar position) of a member of the Group shall be considered employment with the Group.

6. **Disclosure of Units**. If Holder discloses or discusses in any manner this Agreement prior to the end of the Restricted Period to or with any other person (including any other employee of the Group), then the Holder’s Units may be forfeited and the Holder’s Units may be surrendered to the Company; provided, the above restriction is not applicable to the extent of reasonable disclosure (i) to an advisor to the Holder (e.g., accountant, financial planner) that has a legitimate reason to have such information and that is subject to an obligation to maintain the confidentiality of such information, (ii) required by applicable law including any applicable securities law, (iii) to an employee of the Group specifically involved with the administration of this Agreement, or (iv) to Holder’s spouse.

7. **Dividend Equivalents**. While the Holder's Units are outstanding and still subject to a Forfeiture Restriction, the Company will accrue Dividend Equivalents on behalf of the Holder. The Dividend Equivalents with respect to each Holder's Unit will be equal to the sum of the cash dividends declared and paid by the Company with respect to each share of Stock while the Holder's Units are outstanding. No interest will accrue on the Dividend Equivalents. The Dividend Equivalents with respect to a Holder's Unit shall be earned and distributed in cash generally at or shortly after the time such Holder's Unit converts to Stock. Any and all Dividend Equivalents with respect to the Holder's Units that are forfeited shall also be forfeited and not deemed earned by nor distributed to Holder. Following lapsing of the Forfeiture Restrictions with respect to Holder's Units and pending distribution of Distributed Stock in respect thereto, Holder shall be entitled to receive Dividend Equivalents relating to such Holder's Units to the extent, if any, that the Holder is not entitled to receive with respect to the Distributed Stock dividends which would otherwise be paid to Holder during such interim period if the Distributed Stock had been so distributed, but in no event shall Holder be entitled to receive both a Dividend Equivalent and a dividend for such interim period.

8. **Community Interest of Spouse**. The community interest, if any, of any spouse of Holder in any of the Holder's Units, Dividend Equivalents, and Distributed Stock shall be subject to all the terms of this Agreement, and shall be forfeited and surrendered to the Company upon the occurrence of any of the events requiring Holder's interest in such Holder's Units or Dividend Equivalents to be so forfeited and surrendered pursuant to this Agreement.

9. **Withholding of Tax**. To the extent that the Holder's Units, Distributed Stock, Dividend Equivalents, or any event pursuant to this Agreement results in the receipt of compensation or other taxable income by Holder (including Holder's Spouse) for tax purposes, Holder shall deliver to the Company such amount of cash or shares of Distributed Stock as the Company may require to meet its obligation under applicable tax laws or regulations. The Company has the right to withhold shares of Distributed Stock or cash until Holder has made arrangements approved by the Company to satisfy all applicable tax withholding requirements of the Company.

10. **Binding Effect**. This Agreement shall be binding upon and inure to the benefit of any successors to the Company and all persons lawfully claiming under Holder.

11. **Contract Terms**. Notwithstanding the terms of this Agreement, if the Holder has entered into a separate written agreement with the Company which specifically affects the Units issued hereunder, the terms of such separate agreement shall control over any inconsistent terms of this Agreement.

12. **Modification**. Any modification of this Agreement will be effective only if it is in writing and signed by each party whose rights hereunder are affected thereby, except to the extent that such modification occurs pursuant to Section XIII of the 2013 Plan or as a result of an amendment of the 2013 Plan made in accordance with Section XIV of the 2013 Plan.

13. **Governing Law**. **This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflicts of laws principles thereof.**

14. **Interpretation**. Unless otherwise specified or the context otherwise requires, as used herein, (1) the term “including”, and any variation thereof, means “including, without limitation,” (2) the word “or” shall not be exclusive, and (3) a reference to the “terms” of an agreement, instrument or document or “terms” established by the Committee shall be a reference to “terms, provisions, conditions and restrictions.”

IN WITNESS WHEREOF, the Company has executed this Agreement by its duly authorized officers and Holder has executed this Agreement, on the dates specified below.

CROWN CASTLE INTERNATIONAL CORP.

By: ______________________		______________________
Name: ______________________		**Holder Signature**
Title: ______________________		______________________
Date: ______________________		**Date**

Crown Castle International Corp.
Summary of Non-Employee Director Compensation

Initial Equity Grant. Each newly appointed or elected non-employee director is granted, pursuant to the Crown Castle International Corp. ("Company") 2013 Long-Term Incentive Plan, as amended, a number of unrestricted shares of common stock of the Company ("Common Stock") having a valuation equal to approximately $90,000, valued at the per share closing price of the Common Stock as of the effective date of the director's appointment or election.

Annual Equity Grant. At the Board's first regularly scheduled meeting of each year, each non-employee director is granted shares of Common Stock having a valuation equal to approximately $125,000 ($200,000 in the case of the Chairman of the Board), valued at the per share closing price of the Common Stock as of the date of such Board meeting. On February 20, 2014, the Board granted (1) 1,638 shares of Common Stock (priced at $76.29, the closing price of the Common Stock on February 20, 2014) to each non-employee director of the Board, other than J. Landis Martin and (2) 2,621 shares of Common Stock (priced at $76.29, the closing price of the Common Stock on February 20, 2014) to J. Landis Martin for service as non-employee Chairman of the Board.

Retainers. Each non-employee director receives an annual retainer, paid in quarterly installments, of $75,000 (plus an additional (1) $20,000 for the Chair of the Audit Committee, (2) $15,000 for the Chair of the Compensation Committee, (3) $10,000 for the Chair of each of the Nominating & Corporate Governance Committee and Strategy Committee, and (3) $5,000 for each member of the Audit Committee other than the Chair), and reimbursement of reasonable incidental expenses.

Other Benefits. Each non-employee director is eligible to participate, at such director's cost and election, in the Company's medical and dental plans.

Employee Directors. A director who is also an employee of the Company receives no additional compensation for services as a director.