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UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549  
SCHEDULE 13D  
(RULE 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT  
TO 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO 13d-2(a)

(AMENDMENT NO. 1)\*

CROWN CASTLE INTERNATIONAL CORP.

-----  
(Name of Issuer)

Common Stock, par value \$0.01 per share

-----  
(Title of Class of Securities)

228227104

-----  
(CUSIP Number)

Bell Atlantic Mobile, Inc.  
1095 Avenue of the Americas  
New York, New York 10036

with a copy to:

Marianne Drost, Esq.  
Senior Vice President, Deputy General Counsel  
and Corporate Secretary  
Verizon Communications Inc.  
1095 Avenue of the Americas  
New York, New York 10036

-----  
(Name, Address and Telephone Number of Person  
Authorized to Receive Notices and Communications)

May 1, 2003

-----  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Sections 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box [ ].

NOTE: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Section 240.13d-7 for other parties to whom copies are to be sent.

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\*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1 NAMES OF REPORTING PERSONS.  
 I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  
 Bell Atlantic Mobile, Inc. 22-3344794

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP  
 (a)   
 (b)

3 SEC USE ONLY

4 SOURCE OF FUNDS  
 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
 TO ITEMS 2(D) OR 2(E)

6 CITIZENSHIP OR PLACE OF ORGANIZATION  
 Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
	8	SHARED VOTING POWER 15,597,783 shares
	9	SOLE DISPOSITIVE POWER 0 shares
	10	SHARED DISPOSITIVE POWER 15,597,783 shares

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
 15,597,783

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES  
 CERTAIN SHARES

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
 7.15%

14 TYPE OF REPORTING PERSON  
 CO

1 NAMES OF REPORTING PERSONS.  
 I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS (ENTITIES ONLY)  
 Verizon Communications Inc. (f/k/a Bell Atlantic Corporation)  
 23-2259884

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP

(a) [ ]  
 (b) [ ]

3 SEC USE ONLY

4 SOURCE OF FUNDS  
 00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
 TO ITEMS 2(D) OR 2(E) [ ]

6 CITIZENSHIP OR PLACE OF ORGANIZATION  
 Delaware

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0 shares
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12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES  
 CERTAIN SHARES [ ]

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
 7.15%

14 TYPE OF REPORTING PERSON  
 CO

The following information supplements and amends the information contained in the Schedule 13D previously filed by Cellco Partnership, a Delaware general partnership doing business as Verizon Wireless ("VW"), and Verizon Communications Inc. (f/k/a Bell Atlantic Corporation), a Delaware corporation ("Verizon"), relating to the beneficial ownership of the common stock, \$0.01 par value per share, of Crown Castle International Corp., a Delaware corporation (the "Corporation"), listed on the cover pages of this amendment.

ITEM 2. IDENTITY AND BACKGROUND

The disclosure previously contained in Item 2 is replaced with the following:

This Statement is being filed by Bell Atlantic Mobile, Inc., a Delaware corporation ("BAM Inc."), and Verizon. Verizon is the indirect parent corporation of BAM Inc.

The principal business address of BAM Inc. is 1095 Avenue of the Americas, New York, New York 10036. Its principal business is holding a membership interest in Crown Atlantic Holding Company LLC, a Delaware limited liability company ("HoldCo"). BAM Inc. obtained a membership interest in HoldCo in connection with a distribution in complete redemption of BAM Inc.'s interest in VW. Subsequently, BAM Inc. obtained an additional membership interest in HoldCo by transfer and assignment from another indirect, wholly-owned subsidiary of Verizon. The directors and officers of BAM Inc. are set forth on Schedule I hereto, which schedule lists for each such person his or her name, business address, present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted, and citizenship, and which are incorporated herein by reference.

Verizon is one of the world's leading providers of communications services. Subsidiaries of Verizon are engaged in the businesses of providing domestic wireline telecommunications services through local telephone services, including voice and data transport, enhanced and custom calling features, network access, directory assistance, private lines, public telephones, customer premises equipment distribution, systems integration, billing and collections, and Internet access services; wireless telecommunications products and services to United States and foreign customers, including cellular mobile service; domestic and international publishing businesses, including print directories and Internet-based shopping guides, as well as website creation and hosting and other electronic commerce service; and international wireline telecommunications investments and lease financing and other businesses. The address of Verizon's principal executive offices is 1095 Avenue of the Americas, New York, New York 10036. The directors and officers of Verizon are set forth on Schedule II hereto, which schedule lists for each such person his or her name, business address, present principal occupation or employment and the name, principal business and address of any corporation or other organization in which such employment is conducted, and citizenship, and which are incorporated herein by reference.

During the last five years, neither BAM Inc. nor Verizon, and to the best knowledge of each of them, none of the persons listed in Schedules I and II, has been convicted in a criminal proceeding or been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding been or become subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

## ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The following is added to the end of Item 3:

BAM Inc. obtained a membership interest in HoldCo in connection with a distribution in complete redemption of BAM Inc.'s interest in VW. Subsequently, BAM Inc. obtained an additional membership interest in HoldCo by transfer and assignment from another indirect, wholly-owned subsidiary of Verizon. On May 1, 2003, pursuant to the terms of the Redemption Agreement (the "Redemption Agreement") between BAM Inc. and HoldCo, HoldCo redeemed a portion of BAM Inc.'s membership interest in HoldCo, representing a 19.155% membership interest, in exchange for the Contributed Shares. In connection with such redemption, BAM Inc., the Corporation, HoldCo and CCA entered into a Letter Agreement (the "Registration Rights Letter") that, among other things, amended certain provisions of the Formation Agreement. The Registration Rights Letter, among other things, provided BAM Inc. with certain rights relating to the Contributed Shares and served as BAM Inc.'s request that the Corporation file a registration statement on Form S-3 to register for sale all of the Contributed Shares. This discussion is qualified in its entirety by reference to (i) the complete text of the Redemption Agreement, attached hereto as Exhibit 4, and (ii) the complete text of the Registration Rights Letter, attached hereto as Exhibit 5.

## ITEM 4. PURPOSE OF TRANSACTION

The disclosure previously contained in Item 4 is replaced with the following:

VW acquired shared voting and investment power over the Contributed Shares on March 31, 1999, when CCA contributed the Contributed Shares to HoldCo in connection with the formation of the joint venture contemplated by the Formation Agreement. The discussion of the manner by which BAM Inc. acquired shared voting and investment power with CCA, and subsequently, shared voting and investment power with Verizon, over the Contributed Shares, is incorporated into this Item 4 from the last paragraph of Item 3.

Except as provided below, neither BAM Inc. nor Verizon, and to the best knowledge of each of them, none of the persons named in Schedules I and II, currently has any plan or proposal which relate to, or might result in, any of the events described in paragraphs (a) through (j), inclusive, of Item 4 of Schedule 13D. Pursuant to the Registration Rights Letter, BAM Inc. has requested that the Corporation file a registration statement on Form S-3 to register for sale all of the Contributed Shares. Further, BAM Inc. and Verizon may, from time to time, consider, engage in discussions regarding or consummate, in one, or a series of, public or private sales transactions (i) the sale or other disposition of all or a portion of the Contributed Shares, or (ii) the purchase of additional shares of Common Stock of the Corporation.

## ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

The disclosure previously contained in Item 5 is replaced with the following:

BAM Inc. is the beneficial owner of 15,597,783 shares of Common Stock of the Corporation. BAM Inc. has, together with Verizon, shared voting power with respect to 15,597,783 shares of Common Stock, which constitutes approximately 7.15% of the Common Stock of the Corporation outstanding on May 2, 2003 (based on the number of shares outstanding as contained in the Corporation's most recently filed Form 10-Q), and shared dispositive power with respect to 15,597,783 shares of Common Stock. None of the persons listed in Schedules I and II has voting or dispositive power with respect to any shares of Common Stock of the Corporation.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

The following is added to the end of Item 6:

The discussion of the Redemption Agreement and the Registration Rights Letter is incorporated into this Item 6 from the last paragraph of Item 3.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

The following is added to the end of Item 7:

Exhibit 4. Redemption Agreement dated as of May 1, 2003, between Crown Atlantic Holding Company LLC, a Delaware limited liability company, and Bell Atlantic Mobile, Inc., a Delaware corporation.

Exhibit 5. Letter Agreement dated as of May 1, 2003, by and among Bell Atlantic Mobile, Inc., a Delaware corporation, Crown Atlantic Holding Company LLC, a Delaware limited liability company, CCA Investment Corp., a Delaware corporation, and Crown Castle International Corp., a Delaware corporation.

## SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

BELL ATLANTIC MOBILE, INC.

Date: May 16, 2003  
-----

By: /s/ Stephen B. Heimann  
-----

Name: Stephen B. Heimann  
Title: Vice President and Assistant  
Secretary

## SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

VERIZON COMMUNICATIONS INC.

Date: May 16, 2003  
-----

By: /s/ Marianne Drost  
-----

Name: Marianne Drost  
Title: Senior Vice President, Deputy  
General Counsel and  
Corporate Secretary

Schedule I

Bell Atlantic Mobile, Inc.

Executive Officers and Directors

Name and Address -----	Position and Principal Occupation -----
Lawrence T. Babbio, Jr. Verizon Communications Inc. 1095 Avenue of the Americas New York, New York 10036	Director and Chairman, President and Chief Executive Officer of Bell Atlantic Mobile, Inc. Vice Chairman and President of Verizon Communications Inc.
Janet M. Garrity Verizon Communications Inc. 1095 Avenue of the Americas New York, New York 10036	Assistant Treasurer of Bell Atlantic Mobile, Inc.
Stephen B. Heimann Verizon Communications Inc. 1095 Avenue of the Americas New York, New York 10036	Director and Vice President and Assistant Secretary of Bell Atlantic Mobile, Inc.
Paul N. Kelly Verizon Communications Inc. 1095 Avenue of the Americas New York, New York 10036	Vice President - Taxes of Bell Atlantic Mobile, Inc.
Dermott O. Murphy Verizon Communications Inc. 1095 Avenue of the Americas New York, New York 10036	Director and Vice President and Chief Financial Officer of Bell Atlantic Mobile, Inc.
Gary C. Ridge Verizon Communications Inc. 1095 Avenue of the Americas New York, New York 10036	Vice President, Secretary and Treasurer of Bell Atlantic Mobile, Inc.

\* All of the above listed directors and officers are citizens of the United States.



Schedule II

Verizon Communications Inc.

Executive Officers and Directors

Name and Address -----	Position and Principal Occupation -----
James R. Barker Verizon Communications Inc. 1095 Avenue of the Americas New York, New York 10036	Director of Verizon Communications Inc. Chairman of Interlake Steamship Co. and Vice Chairman of Mormac Marine Group, Inc. and Moran Towing Corporation
Richard L. Carrion Verizon Communications Inc. 1095 Avenue of the Americas New York, New York 10036	Director of Verizon Communications Inc. Chairman, President and Chief Executive Officer of Banco Popular de Puerto Rico and Popular, Inc.
Charles R. Lee Verizon Communications Inc. 1095 Avenue of the Americas New York, New York 10036	Chairman of the Board of Verizon Communications Inc.
Sandra O. Moose Verizon Communications Inc. 1095 Avenue of the Americas New York, New York 10036	Director of Verizon Communications Inc. Senior Vice President and Director of The Boston Consulting Group, Inc.
Joseph Neubauer Verizon Communications Inc. 1095 Avenue of the Americas New York, New York 10036	Director of Verizon Communications Inc. Chairman and Chief Executive Officer of ARAMARK Corporation
Thomas H. O'Brien Verizon Communications Inc. 1095 Avenue of the Americas New York, New York 10036	Director of Verizon Communications Inc. Retired Chairman and Chief Executive Officer, The PNC Financial Services Group, Inc.
Russell E. Palmer Verizon Communications Inc. 1095 Avenue of the Americas New York, New York 10036	Director of Verizon Communications Inc. Chairman and Chief Executive Officer, The Palmer Group
Hugh B. Price Verizon Communications Inc. 1095 Avenue of the Americas New York, New York 10036	Director of Verizon Communications Inc. Retired President and Chief Executive Officer of the National Urban League

Ivan G. Seidenberg  
Verizon Communications Inc.  
1095 Avenue of the Americas  
New York, New York 10036

Director of Verizon Communications Inc.  
President and Chief Executive Officer of  
Verizon Communications Inc.

Walter V. Shipley  
Verizon Communications Inc.  
1095 Avenue of the Americas  
New York, New York 10036

Director of Verizon Communications Inc.  
Retired Chairman, The Chase Manhattan Corporation

John R. Stafford  
Verizon Communications Inc.  
1095 Avenue of the Americas  
New York, New York 10036

Director of Verizon Communications Inc.  
Consultant; Retired Chairman of the Board and Chief Executive  
Officer, Wyett

Robert D. Storey  
Verizon Communications Inc.  
1095 Avenue of the Americas  
New York, New York 10036

Director of Verizon Communications Inc.  
Partner, Law firm of Thompson Hine LLP

Lawrence T. Babbio, Jr.  
Verizon Communications Inc.  
1095 Avenue of the Americas  
New York, New York 10036

Vice Chairman and President of Verizon Communications Inc.

Mary Beth Bardin  
Verizon Communications Inc.  
1095 Avenue of the Americas  
New York, New York 10036

Executive Vice President - Public Affairs and Communications of  
Verizon Communications Inc.

William P. Barr  
Verizon Communications Inc.  
1095 Avenue of the Americas  
New York, New York 10036

Executive Vice President and General Counsel of Verizon  
Communications Inc.

David H. Benson  
Verizon Communications Inc.  
1095 Avenue of the Americas  
New York, New York 10036

Executive Vice President - Strategy, Development and Planning of  
Verizon Communications Inc.

William F. Heitmann  
Verizon Communications Inc.  
1095 Avenue of the Americas  
New York, New York 10036

Senior Vice President and Treasurer of Verizon Communications Inc.

John F. Killian  
Verizon Communications Inc.  
1095 Avenue of the Americas  
New York, New York 10036

Senior Vice President and Controller of Verizon Communications Inc.

Ezra D. Singer  
Verizon Communications Inc.  
1095 Avenue of the Americas  
New York, New York 10036

Executive Vice President - Human Resources of Verizon  
Communications Inc.

Dennis F. Strigl  
Verizon Communications Inc.  
1095 Avenue of the Americas  
New York, New York 10036

Executive Vice President and President and CEO-Verizon Wireless  
Joint Venture of Verizon Communications Inc.

Doreen A. Toben  
Verizon Communications Inc.  
1095 Avenue of the Americas  
New York, New York 10036

Executive Vice President and Chief Financial Officer of Verizon  
Communications Inc.

\* All of the above listed directors and officers are citizens of the United  
States.

## REDEMPTION AGREEMENT

THIS REDEMPTION AGREEMENT ("Agreement") is entered into as of May 1, 2003, between Crown Atlantic Holding Company LLC, a Delaware limited liability company (the "Company"), and Bell Atlantic Mobile, Inc., a Delaware corporation ("BAM").

### RECITALS

WHEREAS, BAM is a Member in the Company and owns a Membership Interest and Percentage Interest in the Company;

WHEREAS, the Company desires to redeem, and BAM desires to transfer to the Company, a 19.155% Membership Interest and Percentage Interest of the Company (the "Redeemed Interest"), being a portion of the Membership Interest and Percentage Interest of BAM in the Company, on the terms and conditions set forth herein; and

WHEREAS, capitalized terms that are used in this Agreement but not defined herein shall have the respective meanings given to them in the Operating Agreement of the Company dated as of March 31, 1999.

NOW, THEREFORE, in consideration of the premises and the mutual terms and conditions set forth herein, and intending to be legally bound, the parties agree as follows:

#### 1. THE REDEMPTION TRANSACTION.

(a) Redemption and Transfer of the Redeemed Interest. The Company hereby redeems and BAM hereby transfers to the Company, the Redeemed Interest. Simultaneously with the execution and delivery of this Agreement, BAM shall deliver to the Company such instruments as the Company may reasonably request in order to effect the transfer of the Redeemed Interest by BAM to the Company.

(b) Consideration for Transfer of the Redeemed Interest. In consideration for the transfer of the Redeemed Interest by BAM, the Company hereby assigns and transfers to BAM, clear, full and complete right title and interest in and to the CCIC Contributed Shares, including all changes in the CCIC Contributed Shares by reason of dividends payable in stock of CCIC, distributions, issuance of stock, stock splits, recapitalizations, reorganizations, mergers, consolidations, combinations, exchanges or other similar changes with regard to CCIC Common Stock occurring following the date that the CCIC Contributed Shares were contributed to the Company by CCIC Member, and together with all cash, securities (and rights and interests therein) and other property received or receivable with respect to the CCIC Contributed Shares, all as detailed on Exhibit A attached hereto and made a part hereof (collectively, the "CCIC Shares"). The CCIC Shares are Simultaneously with the execution and delivery of this Agreement, the Company shall deliver or cause to be delivered to BAM the stock

certificates representing the CCIC Shares, either duly endorsed for transfer or accompanied by the appropriate stock transfer.

## 2. REPRESENTATIONS AND WARRANTIES.

(a) Representations and Warranties of BAM. BAM represents and warrants to the Company as of the date hereof as follows:

(i) BAM is the sole record and beneficial owner of the Redeemed Interest, and BAM owns the Redeemed Interest free and clear of all liens, security interests, encumbrances and restrictions whatsoever, except as provided in the Operating Agreement of the Company.

(ii) The execution, delivery and performance of this Agreement by BAM will not (A) violate or conflict with any term or provision of the certificate of incorporation, by laws or other organizational documents of BAM, (B) violate any provision of any judgment, writ, order or decree (collectively, "Judgment"), or any law, rule or regulation (collectively, "Law") that is applicable to BAM or any of its Affiliates, (C) require any consent, approval, waiver or other action by any natural person, organization or legal entity ("Person") under, constitute a default under, or give rise to any right of termination, cancellation or acceleration of any right or obligation of BAM or any of its Affiliates, or to a loss of any benefit to which BAM or any of its Affiliates is entitled under, any material agreement or other instrument binding upon BAM or any of its Affiliates, or (D) require any consent, approval, waiver or other action by, or notice to, any court or administrative or governmental agency or body.

(iii) There is no action, suit, investigation or proceeding, governmental or otherwise ("Proceeding"), pending (or, to BAM's knowledge, threatened) against BAM or any of its Affiliates or any of their respective directors, officers, employees or agents relating to the Redeemed Interest, nor is there any basis for such a Proceeding known to BAM. BAM has no obligation, absolute or contingent, to any other Person to sell the Redeemed Interest except as provided in the Operating Agreement of the Company.

(iv) BAM has not incurred any obligation or liability, contingent or otherwise, for brokers' or finders' fees or agents commissions or other similar payments in connection with this Agreement or the transactions contemplated hereby.

(v) BAM understands that the CCIC Shares have not been registered under the Securities Act of 1933, as amended ("Act"), and may be resold only if registered pursuant to the provisions of the Act (including, without limitation, pursuant to the registration rights granted by CCIC to Cellco Partnership, a Delaware general partnership, and Cellco Partnership's successors and assigns including, without limitation, BAM, pursuant to the Formation Agreement dated December 8, 1998, as amended, relating to the formation of Crown Atlantic Company LLC, Crown Atlantic

Holding Sub LLC and Crown Atlantic Holding Company LLC) or if an exemption from registration is available, except under the circumstances where neither such registration nor such exemption is required by law.

(v) BAM, its direct and indirect subsidiaries, and such other entities that are controlled by BAM or any of its direct and indirect subsidiaries and whose financial results are included in the consolidated financial statements of BAM or any such subsidiary, and taken as a whole, are, and after the consummation of the transactions contemplated by this Agreement will be, Solvent (defined below). As used herein, the term "Solvent" means and refers to, with respect to any Person on a particular date, that on such date (A) the fair value on the property of such Person is greater than the total amount of liabilities, including, without limitation, contingent liabilities, of such Person, (B) the present fair saleable value of the assets of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (C) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay as such debts and liabilities mature, and (D) such Person is not engaged in business or a transaction, for which such Person's property would constitute an unreasonable small capital.

(b) Representations and Warranties of the Company. The Company represents and warrants to BAM as of the date hereof as follows:

(i) The Company is the sole record and beneficial owner of CCIC Shares, and the Company owns the CCIC Shares free and clear of all liens, security interests, encumbrances and restrictions whatsoever, except as provided in the Operating Agreement of the Company.

(ii) The execution, delivery and performance of this Agreement by the Company will not (A) violate any provision of Judgment or Law that is applicable to the Company or any of its Affiliates, (B) require any consent, approval, waiver or other action by any Person under, constitute a default under, or give rise to any right of termination, cancellation or acceleration of any right or obligation of the Company or any of its Affiliates, or to a loss of any benefit to which the Company or any of its Affiliates is entitled under, any material agreement or other instrument binding upon the Company or any of its Affiliates, or (C) require any consent, approval, waiver or other action by, or notice to, any court or administrative or governmental agency or body.

(iii) There is no Proceeding pending (or, to the Company's knowledge, threatened) against the Company or any of its Affiliates or any of their respective officers, employees or agents relating to the transactions contemplated by this Agreement, nor is there any basis for such a Proceeding known to the Company. The Company has no obligation, absolute or contingent, to any other Person to sell any of the CCIC except as provided in the Operating Agreement of the Company.

(iv) The Company has not incurred any obligations or liability, contingent or otherwise, for brokers' or finders' fees or agents commissions or other similar payments in connection with this Agreement or the transactions contemplated hereby.

(v) The Company, its direct and indirect subsidiaries, and such other entities that are controlled by the Company or any of its direct and indirect subsidiaries and whose financial results are included in the consolidated financial statements of the Company or any such subsidiary, and taken as a whole, are, and after the consummation of the transactions contemplated by this Agreement will be, Solvent.

### 3. MISCELLANEOUS.

(a) Binding Effect. All the provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of BAM and the Company.

(b) Governing, Law. This Agreement shall be governed by the laws of the State of Delaware (without regard to any conflict of laws principles).

(c) Transaction Taxes. The Company shall (i) pay any sales, use, transfer, documentary, registration, stamp and other similar taxes (including related penalties, additions to tax and interest) that are payable in connection with the transactions contemplated by this Agreement ("Transaction Taxes"), and (ii) be responsible for remitting such Transaction Tax to the appropriate taxing authority.

(d) Expenses. Except as otherwise provided in this Agreement, BAM and the Company shall pay their own expenses incidental to the preparation of this Agreement, the carrying out of the provisions of this Agreement and the consummation of the transactions contemplated hereby.

(e) Further Assurances. BAM and the Company shall from time to time after the date hereof, at the request of any other party, execute and deliver to the requesting party such other instruments and documents as the requesting party may reasonably require in order to carry out and consummate the transactions contemplated by this Agreement.

(f) Severability. Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

(g) Survival. The provisions of Section 2 shall survive the consummation of the transactions contemplated by this Agreement.

(h) Headings. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.



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

CROWN ATLANTIC HOLDING COMPANY LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: /s/ W. Benjamin Moreland  
\_\_\_\_\_  
Name: W. Benjamin Moreland  
Title: Senior Vice President

BELL ATLANTIC MOBILE, INC.

By: /s/ Stephen Heimann  
\_\_\_\_\_  
Name: Stephen Heimann  
Title: Vice President and  
Assistant Secretary

JOINDER OF CCA INVESTMENT CORP.

The undersigned hereby joins in the execution and delivery of this Agreement for the sole purpose of expressing its consent to the transactions contemplated by this Agreement.

CCA INVESTMENT CORP.

By: /s/ W. Benjamin Moreland  
\_\_\_\_\_  
Name: W. Benjamin Moreland  
Title: Senior Vice President

Date: \_\_\_\_\_, 2003  
\_\_\_\_\_

JOINDER OF CROWN CASTLE INTERNATIONAL CORP.

The undersigned hereby joins in the execution and delivery of this Agreement for the sole purpose of confirming that (a) all of the CCIC Shares (i) have been duly authorized and validly issued, are fully paid and nonassessable, (ii) were not issued in violation of the terms of any agreement binding upon the undersigned, and (iii) were issued in compliance with all applicable charter documents of the undersigned and all applicable federal and state securities or "blue sky" laws and regulations, and (b) there are, and have been, no preemptive rights with respect to the CCIC Shares.

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ W. Benjamin Moreland

-----  
Name: W. Benjamin Moreland

Title: Senior Vice President

Date: \_\_\_\_\_, 2003

EXHIBIT A

CCIC SHARES

15,597,783 shares of validly issued, fully-paid and non-assessable shares of Common Stock of Crown Castle International Corp., together all changes in the CCIC Contributed Shares by reason of dividends payable in stock of CCIC, distributions, issuance of stock, stock splits, recapitalizations, reorganizations, mergers, consolidations, combinations, exchanges or other similar changes with regard to CCIC Common Stock occurring following the date that the CCIC Contributed Shares were contributed to the Company by CCIC Member, and together with all cash, securities (and rights and interests therein) and other property received or receivable with respect to the CCIC Contributed Shares.

BELL ATLANTIC MOBILE, INC.  
180 WASHINGTON VALLEY ROAD  
BEDMINSTER, NJ 07921

May 1, 2003

Crown Atlantic Holding Company LLC  
CCA Investment Corp.  
Crown Castle International Corp.  
c/o Crown Castle International Corp.  
510 Bering Drive, Suite 500  
Houston, TX 77057

Attention: John P. Kelly  
President and Chief Executive Officer

Re: REDEMPTION AGREEMENT DATED AS OF MAY 1, 2003 BETWEEN CROWN ATLANTIC  
HOLDING COMPANY LLC AND BELL ATLANTIC MOBILE, INC.

Gentlemen/Ladies:

Pursuant to the Formation Agreement dated December 8, 1998, as amended (the "Formation Agreement"), relating to the formation of Crown Atlantic Company LLC, Crown Atlantic Holding Sub LLC and Crown Atlantic Holding Company LLC, Crown Castle International Corp., a Delaware corporation ("Bidder") granted to Cellco Partnership, a Delaware general partnership ("Cellco"), and Cellco's successors and assigns, certain registration rights set forth in Exhibit 9.8 to the Formation Agreement. Pursuant to the provisions of the Redemption Agreement dated May 1, 2003 (the "Redemption Agreement") between Crown Atlantic Holding Company LLC, a Delaware limited liability company (the "Company"), and Bell Atlantic Mobile, Inc., a Delaware corporation ("BAM"), the Company agreed to redeem on the terms specified therein the Percentage Interest and Membership Interest in the Company held by BAM in consideration of the transfer to BAM by the Company of the CCIC Shares (which include the Bidder Contributed Shares). All capitalized terms that are used in this letter agreement but not defined herein shall have the respective meanings given to them in the Redemption Agreement and, if not defined therein, shall have the respective meanings given to them in the Formation Agreement, including Exhibit 9.8 thereto.

This letter agreement is written to amend the obligations of Bidder to register under the Securities Act the Registrable Shares, including (without limitation) the CCIC Shares, which will be held by BAM upon consummation of the transactions contemplated by the Redemption Agreement.

In this regard, by executing this letter agreement in the appropriate spaces provided below, (i) each of the Company and Bidder shall hereby acknowledge its agreement with the terms of this

letter agreement, (ii) Bidder Member shall hereby acknowledge its consent to the matters contemplated by this letter agreement and (iii) Bidder shall further hereby acknowledge its agreement to perform its obligations under Exhibit 9.8 to the Formation Agreement as such obligations may be amended by the terms of this letter agreement, each of the foregoing as follows:

1. As modified by this letter agreement, the provisions of the Formation Agreement, including (without limitation) Exhibit 9.8 thereto, are and shall remain in full force and effect. Accordingly, except as stated herein, this letter agreement shall have no effect on the registration rights and obligations of the applicable parties set forth in Exhibit 9.8 to the Formation Agreement.
2. As the successor in interest to Cellco in respect of the Redeemed Interest, BAM shall accede to all rights and benefits conferred upon Cellco under Exhibit 9.8 to the Formation Agreement (as modified by this letter agreement) in respect of the CCIC Shares assigned and transferred to BAM by the Company pursuant to the Redemption Agreement in consideration of the Redeemed Interest.
3. The term "Registrable Shares" shall include the CCIC Shares (which include the Bidder Contributed Shares).
4. Upon consummation of the transactions contemplated by the Redemption Agreement, there will be no holders of Registrable Shares other than BAM. BAM shall have the right to transfer all or part of the CCIC Shares (which include the Bidder Contributed Shares) to one or more of its affiliates. In addition, each holder of Registrable Shares shall have the right to sell or otherwise transfer to one or more non-affiliated Persons all or a portion of such holder's Registrable Shares in one or more transactions at any time and from time to time. The rights of BAM under Exhibit 9.8 to the Formation Agreement shall inure to the benefit of each transferee (including, without limitation, transferees that are and are not affiliates of BAM) that is the holder, and each group of transferees (comprised of any mix of BAM, transferees that are affiliates of BAM, and transferees that are not affiliates of BAM) that collectively are the holders, of 2,000,000 or more Registrable Shares. Further, the rights of BAM under Exhibit 9.8 to the Formation Agreement shall inure to the benefit of each transferee that is an affiliate of BAM that is the holder of less than 2,000,000 Registrable Shares provided that, in exercising any such rights or availing itself of the benefit of any such rights, such transferee shall be obligated to include the balance of the Registrable Shares held by such transferee.
5. Section 3(a) of Exhibit 9.8 to the Formation Agreement is hereby revised and restated in its entirety as follows:

The holders of at least half of the Registrable Shares at any time after the date of the Agreement and prior to the time Bidder is eligible to file a registration

statement on Form S-3 or similar short-form registration, may request Bidder to register under the Securities Act all or a portion of the Registrable Shares held by them for sale in the manner specified in such notice, provided that, subject to Section 3(c), no such request may be made more than once every nine months. Notwithstanding anything to the contrary herein, no request may be made under this Section 3 within 90 days after the effective date of a registration statement filed by Bidder covering a firm commitment underwritten public offering in which the holders of Registrable Shares shall have been entitled to join pursuant to Section 2 and in which there shall have been effectively registered all Registrable Shares as to which registration shall have been requested. Notwithstanding the foregoing, in the event Bidder is entitled to use Form S-3 or similar short-form registration but later is unable to do so, then the holders shall be eligible to exercise their demand rights under this Section 3(a) until such time as Bidder is again entitled to use Form S-3 or similar short-form registration.

6. Bidder and the Company hereby represent and warrant to BAM as of the date of this letter agreement that (a) Bidder meets the eligibility requirements for the use of Form S-3 set forth in General Instruction I.A. to Form S-3 under the Securities Act and (b) registration under the Securities Act of the sale of the Registrable Securities by the holders thereof meets the transaction requirements for the use of Form S-3 set forth in General Instruction I.B.3. to Form S-3 under the Securities Act. Bidder and the Company hereby represent and warrant to BAM that as of the date of this letter agreement neither Bidder nor the Company is aware of any reason why the representations and warranties in the preceding sentence will not continue to be true as of the dates that Bidder files the Designated Registration Statement (defined below) with the SEC and the Designated Registration Statement becomes effective.

7. Section 4(a) of Exhibit 9.8 to the Formation Agreement is hereby revised and restated in its entirety as follows:

The holders of Registrable Shares may request at any time that Bidder file a registration statement on Form S-3 or any successor form thereto for a public offering of all or a portion of the Registrable Shares, provided that Bidder is a registrant entitled to use Form S-3 or any successor thereto to register such Registrable Shares. Promptly following receipt of any notice under this Section 4, Bidder shall use its best efforts to register under the Securities Act on Form S-3 or any successor form thereto, for public sale in accordance with the method of disposition specified in such notice, the number of shares of Registrable Shares specified in such notice. Whenever Bidder is required by this Section 4 to use its best efforts to effect the registration of Registrable Shares, each of the procedures and requirements of Sections 4 and 5 shall apply to such registration.

8. Section 4(b) of Exhibit 9.8 to the Formation Agreement is hereby revised and restated in its entirety as follows:

Bidder shall be entitled to include in any registration statement referred to in this Section 4, for sale in accordance with the method of disposition specified by the requesting holders, shares of Bidder's securities to be sold by any person (other than Bidder) having registration rights with respect to Bidder's securities entitling such person as of the date of this letter agreement to have its shares of Bidder's securities so registered, except as and to the extent that, in the opinion of the managing underwriter (if such method of disposition shall be an underwritten public offering), such inclusion would adversely affect the marketing of the Registrable Shares to be sold, in which case, the number of shares to be sold shall be reduced as follows: First, the shares of Bidder's securities requested to be registered by shareholders with "piggyback" or similar registration rights entitling such shareholders, prior to the date of this letter agreement, to have their shares of Bidder's securities so registered (other than any holder of Registrable Shares making demand for its shares of Bidder's securities to be so included in such registration statement) shall be reduced at the direction of Bidder in accordance with the opinions of the underwriters participating in the public offering. In the event the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters, then the number of shares shall be reduced among the requesting Stockholders (if and only to the extent that such Stockholders have the right to make such request on the date of this letter agreement) in accordance with Article IV of the Stockholders Agreement. In the event that the number of shares requested to be registered after such reduction shall still be in excess of the number of shares requested to be registered by the underwriters, then the number of shares of Registrable Shares shall be reduced pro rata according to the number of shares requested by each such holder to be registered.

9. The language contained in Section 5(i) of Exhibit 9.8 to the Formation Agreement that states, "for one hundred and eighty (180) days," is hereby deleted and replaced in its entirety with "until all Registrable Shares included in such registration statement have been sold in one or more of transactions of the type contemplated by such registration statement, provided, the requirement shall terminate upon the Registrable Shares becoming eligible for disposition pursuant to Rule 144 of the Securities Act of 1933, as amended, so long as all of the Registrable Shares held by each holder may be sold during one calendar quarter pursuant to such Rule 144."
10. BAM agrees to limit its sales of Registrable Shares pursuant to an effective registration statement to 300,000 shares (subject to adjustment below) on any trading day, plus for such trading day any additional Registrable Shares sold by BAM in one or more privately negotiated or other transactions not involving the sale thereof by BAM in the open market; provided that the aforementioned 300,000-share limitation shall be increased ratably from time to time (a) upon any stock split, stock dividend (other than stock dividends relating to

existing preferred shares), distribution, reorganization, merger, consolidation, consideration, exchange, recapitalization or other similar event occurring following the date of this letter agreement and (b) upon any subsequent issuance of shares of common stock of Bidder.

Notwithstanding the above, the 300,000 share per trading day limitation shall increase as follows:

(i) to 400,000 shares per day if the Designated Registration Statement is declared effective after August 1, 2003;

(ii) to 500,000 shares per day if the Designated Registration Statement is declared effective after September 1, 2003; and

(iii) to an unlimited number if the Designated Registration Statement is declared effective after September 15, 2003.

11. In addition to the foregoing, this letter shall serve as a request by BAM, as a holder of Registrable Shares, in accordance with Section 4 of Exhibit 9.8 to the Formation Agreement that Bidder file a registration statement (the "Designated Registration Statement") on Form S-3 to register for sale in one or more public, private, negotiated and other transactions from time to time all of the Registrable Shares held by BAM upon the consummation of the transactions contemplated by the Redemption Agreement. Additional information contemplated by such Section 4 shall be provided to Bidder under separate cover. Bidder hereby agrees that it shall prepare and file the Designated Registration Statement with the SEC as soon as practicable but in no event later than July 1, 2003.
12. Anything to the contrary notwithstanding, nothing herein or in the Formation Agreement, including (without limitation) Exhibit 9.8 thereto, shall be deemed to limit or restrict in any manner any other rights or remedies that any party may have against any other party at law, in equity or otherwise, in connection with the failure of the other party to perform its obligations under this Agreement or to observe the provisions of this Agreement. No such right or remedy pursued by a party is intended to be exclusive of any other such right or remedy, and each and every such right and remedy available to a party shall be cumulative and shall be in addition to such other rights and remedies available to such party.
13. Each of Bidder and the Company hereby represents and warrants to BAM, and BAM hereby represents to Bidder and the Company, that this letter agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by the effects of bankruptcy, insolvency, fraudulent conveyance and similar laws affecting the rights and remedies of creditors generally and general principles of equity.



Crown Atlantic Holding Company LLC  
CCA Investment Corp.  
Crown Castle International Corp.  
c/o Crown Castle International Corp.  
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Please execute one copy of this letter agreement in the appropriate space below and return the executed copy to the undersigned.

Sincerely,

BELL ATLANTIC MOBILE, INC.

By: /s/ Stephen Heimann  
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Name: Stephen Heimann  
Title: Vice President and Assistant Secretary

The undersigned hereby acknowledges its agreement with the terms of this letter agreement.

CROWN ATLANTIC HOLDING COMPANY LLC

By: /s/ W. Benjamin Moreland Date: May \_\_, 2003  
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Name: W. Benjamin Moreland  
Title: Senior Vice President

The undersigned hereby acknowledges its consent to the matters contemplated by this letter agreement.

CCA INVESTMENT CORP.

By: /s/ W. Benjamin Moreland Date: May \_\_, 2003  
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Name: W. Benjamin Moreland  
Title: Senior Vice President

Crown Atlantic Holding Company LLC  
CCA Investment Corp.  
Crown Castle International Corp.  
c/o Crown Castle International Corp.  
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The undersigned hereby acknowledges its agreement with the terms of this letter agreement, and further agrees to perform its obligations under Exhibit 9.8 of the Formation Agreement as such obligations may be amended by the terms of this letter agreement.

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ W. Benjamin Moreland Date: May \_\_, 2003  
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Name: W. Benjamin Moreland  
Title: Senior Vice President