

**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 24, 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))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On February 24, 2005, the Board of Directors of the Company (“Board”) took several actions with respect to the compensation of the Company’s executive officers and independent directors.

2005 EMT Annual Incentive Plan. The Board, upon recommendation from the Compensation Committee, approved the Crown Castle 2005 EMT Annual Incentive Plan (“2005 Incentive Plan”) for the Company’s executive management team. The 2005 Incentive Plan is intended to provide incentives to the Company’s executive officers in the form of cash bonus payments for achieving certain performance goals established under the 2005 Incentive Plan. Under the 2005 Incentive Plan, each eligible participant has an assigned target bonus level, expressed as a percent of base salary. Depending on the achievement of specified levels of corporate/business unit performance goals (comprised of specified financial measures) and individual performance goals, each eligible participant may earn a multiple of the target bonus. The Board’s approval of the 2005 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 2005 Incentive Plan at any time. A copy of the Plan is filed herewith as Exhibit 10.1.

Executive Officer Compensation. The Board, upon recommendation from the Compensation Committee, approved the following base salaries and restricted stock awards with respect to the following named executive officers (as defined in Regulation S-K, item 402(a)(3)) of the Company:

<u>Name and Principal Position</u>	<u>2005 Base Salary (\$)</u>	<u>2005 Restricted Stock Award (Shares)</u>
John P. Kelly Chief Executive Officer, President and Director	\$ 464,427	129,532
W. Benjamin Moreland Executive Vice President and Chief Financial Officer	\$ 339,900	83,543
E. Blake Hawk Executive Vice President and General Counsel	\$ 333,834	43,761
Michael P. Schueppert President – Crown Castle Mobile Media	\$ 229,484	—

The shares of restricted stock shown in the table above were granted pursuant to the Company’s 2001 Stock Incentive Plan. The terms of the Restricted Stock Agreements relating to such shares of restricted stock provide that if and when the Company’s common stock (“Common Stock”) closes at or above per share prices equal to \$18.63, \$21.42 or \$24.64 for twenty consecutive trading days, 33% of the restricted stock performance vests (i.e., the transfer and forfeiture restrictions terminate) upon reaching each such price target. In addition, any remaining unvested restricted stock vests on the fourth anniversary of the grant date (February 24, 2009) if the Common Stock closes at or above \$19.44 per share for twenty consecutive days at any time during such four year period. Any shares of restricted stock that have not otherwise vested as set forth in the preceding two sentences will be forfeited following the fourth anniversary of the grant date. Forms of the standard Restricted Stock Agreements generally used for each of the Company’s 2001 Stock Incentive Plan and 2004 Stock Incentive Plan are filed herewith as Exhibit 10.2 and 10.3, respectively.

CEO Stock Ownership Provisions. On February 24, 2005, the Compensation Committee approved increasing the minimum stock ownership provisions contained in the Severance Agreement of John P. Kelly, Chief Executive Officer and President of the Company, from 65,000 shares of Common Stock to 85,000 shares of Common Stock. Such shares, which are required to be owned and held by Mr. Kelly at all times during his employment with the Company, do not include shares of restricted stock which remain subject to transfer and forfeiture restrictions. A form of the severance agreement entered into with Mr. Kelly is filed as Exhibit 10.2 to the Company’s Form 8-K filed with the SEC on January 8, 2003.

Independent Director Equity Compensation. Pursuant to the Board's policy of granting shares of Common Stock having a purchase price of approximately \$55,000 to each independent director at the Board's first regularly scheduled meeting of each year, the Board, upon recommendation from the Nominating & Corporate Governance Committee ("NCG Committee"), granted 3,395 shares of Common Stock (priced at \$16.20, the closing price of the Common Stock on February 24, 2005) to each independent director of the Board other than J. Landis Martin, Chairman of the Board. The Board, upon recommendation of the NCG Committee granted 8,490 shares of Common Stock to J. Landis Martin as annual equity compensation for service as independent Chairman of the Board. Such shares of Common Stock were granted pursuant to the Company's 2001 Stock Incentive Plan.

ITEM 5.02 – DEPARTURE OF DIRECTORS OR PRINCIPAL OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF PRINCIPAL OFFICERS

(c) On February 24, 2005, Jed P. Fawaz, 46, the Company's Senior Vice President Technology & Chief Information Officer, was appointed President of U.S. Tower Operations (Interim) for the Company's U.S. operations ("CCUSA"). During the past five years, Mr. Fawaz has served as Vice President of Engineering & Operations for CCUSA from 1999 to 2001, Area President – West Area of CCUSA from 2001 to 2003, Vice President – Operations Support & Technology for CCUSA from 2003 to 2004, and Senior Vice President Technology & Chief Information Officer of the Company as of 2005.

Pursuant to a severance agreement entered into with Mr. Fawaz, the Company is required to provide severance benefits to Mr. Fawaz if he is terminated without cause (as defined in the severance agreement) or if he terminates his employment with good reason (as defined in the severance agreement) (collectively, a "qualifying termination"). The severance agreement provides for enhanced severance benefits if Mr. Fawaz incurs a qualifying termination within the two-year period following a change in control (as defined in the severance agreement). Upon a qualifying termination that does not occur during a change in control period, Mr. Fawaz is entitled to:

- a lump sum payment equal to the sum of his base salary and annual bonus,
- a prorated cash amount equal to his annual bonus for the year of termination and, if not yet paid, his annual incentive bonus for the year prior to termination,
- continued coverage under specified welfare benefit programs for one year,
- immediate vesting of any outstanding stock options (which remain exercisable for two years following employment), and
- continued vesting of restricted stock awards for two years after termination, as if he were an employee of the Company.

Upon a qualifying termination during a change in control period, Mr. Fawaz is entitled to:

- a lump sum payment equal to two times the sum of his base salary and annual bonus,
- a prorated cash amount equal to his annual bonus for the year of termination and, if not yet paid, his annual incentive bonus for the year prior to termination,
- continued coverage under specified welfare benefit programs for two years, and
- immediate vesting of any outstanding options (which remain exercisable for two years following employment or service as a director, if applicable) and restricted stock awards.

The severance agreement also contains provisions that generally prohibit Mr. Fawaz, for a period of 12 months following the termination of his employment with the Company, from (1) engaging in business activities relating to wireless communication or broadcast towers which compete with the Company or its affiliates in the United States or Australia and (2) soliciting employees of the Company and its affiliates. Further, the agreement contains provisions requiring Mr. Fawaz to own and hold at all times during his employment with the Company by and after March 24, 2008, 10,000 shares of the Company's Common Stock, which number does not include shares of restricted stock which remain subject to transfer and forfeiture restrictions. A form of the severance agreement entered into with Mr. Fawaz is filed herewith as Exhibit 10.4.

ITEM 9.01 — FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	2005 EMT Annual Incentive Plan
10.2	Form of 2001 Stock Incentive Plan Restricted Stock Agreement
10.3	Form of 2004 Stock Incentive Plan Restricted Stock Agreement
10.4	Form of Severance Agreement

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: March 2, 2005

EXHIBIT INDEX

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2005 EMT Annual Incentive Plan

Plan Document

(Effective January 1, 2005)

OVERVIEW

This Plan Document is designed to outline the provisions of the Crown Castle International Corp. (“CCIC” or “Company”) 2005 Executive Annual Incentive Plan (the “Plan”) effective as of the 1st day of January 2005, 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, 2005. The Plan will remain in effect from January 1, 2005, to December 31, 2005 (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 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 after March 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, 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.
- (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 Capital 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 EBITDA
- Corporate FCF
- Business Unit Adjusted EBITDA
- Business Unit FCF
- Business Unit Net Sales

The Performance Goals for these financial measures will generally be based on the Company's 2005 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 2005 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 Expectations**—Defined as performance that consistently meets and often 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.
3. **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.
4. **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 two minimum performance requirements in order to receive a full Annual Incentive in accordance with the Plan:

1. The Minimum Financial Performance Target level set forth on Exhibit C must be achieved for Participants to be eligible for the Annual Incentive.
2. The business units or departments for which the Participants are responsible must receive an acceptable 404 assessment of applicable internal controls. The receipt of a 404 assessment with a significant deficiency or other material internal control issues may result in a reduction or elimination of the potential 2005 Annual Incentive for the responsible Participants and potentially all Participants.

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 AGREEMENT
(2001 Stock Incentive Plan)

AGREEMENT effective as of the _____ day of _____ (“Issuance Date”), between **CROWN CASTLE INTERNATIONAL CORP.** (“Company”), a Delaware corporation, and _____ (“Holder”).

Holder has been serving as a key employee of the Company and/or one of its Affiliates. In recognition of past service and in order to encourage Holder to remain with the Company and its Affiliates (the “Group”) and devote Holder’s best efforts to their affairs, thereby advancing the interests of the Company and its shareholders, the Company and Holder agree as follows:

1. Issuance of Stock. Upon the execution of this Agreement and for consideration from Holder to the Company in the form of past services to the Group, the fair market value of which is at least equal to \$.01 per share times the number of the shares issued hereunder, the Company shall issue to Holder _____ shares of the \$.01 par value Common Stock of the Company (“Stock”). The shares of Stock issued to Holder under this Agreement (“Holder’s Shares”) shall be subject to all of the terms, conditions and restrictions set forth in this Agreement and in the Crown Castle International Corp. 2001 Stock Incentive Plan (the “2001 Plan”), which is incorporated herein by reference as a part of this Agreement. “Affiliate”, “Committee” and “Code” shall have the meaning contained in the 2001 Plan.

2. Forfeiture Restrictions. The Holder’s Shares shall not be sold, assigned, pledged, or otherwise transferred except as provided herein, and Holder shall be obligated to forfeit and surrender, without further consideration from the Company, such shares (to the extent then subject to the Forfeiture Restrictions) to the Company in accordance with this Agreement. The prohibition against transfer and the obligation to forfeit and surrender shares to the Company are herein collectively referred to as the “Forfeiture Restrictions,” and the Holder’s Shares which are subject to the Forfeiture Restrictions are herein sometimes referred to as “Restricted Shares.” The Forfeiture Restrictions shall be binding upon and enforceable against any transferee of Restricted Shares.

3. Performance Measures. [The following or other relevant vesting terms to be included as applicable to the specific award] (a) Except as otherwise provided in Section 4 hereof, the lapsing of the Forfeiture Restrictions on the Restricted Shares hereunder shall be contingent upon meeting the stock price target measure (“Target Measure”) or time measure (“Time Measure”) described below while Holder is an employee or a member of the board of directors of the Company or one of its Affiliates. The applicable measure (“Measure”) is either the Target Measure or Time Measure determined by the Measure that results in the largest aggregate number of Holder’s Shares no longer being Restricted Shares.

(b) The Target Measure is the date that the price of a share of Stock closes at a price equal to or above the price indicated below for twenty (20) consecutive trade days during the period after the Issuance Date and ending on _____, 2009 (“Termination Date”) (including any extension of such period pursuant to Section 3(e) below) (“Performance Period”) with the percentage beside the stock price per share being the percentage of the Holder’s Shares no longer subject to Forfeiture Restrictions.

Stock Price Per Share	Incremental Percentage	Aggregate Percentage
\$ _____	____%	____%
\$ _____	____%	____%
\$ _____	____%	____%

(c) The Time Measure is the Termination Date with all remaining Holder’s Shares no longer being subject to Forfeiture Restrictions, provided that the price of a share of Stock closes at a price equal to or above \$_____ for twenty (20) consecutive trade days during the Performance Period.

(d) As soon as administratively feasible after a Measure is satisfied that causes the lapse of Forfeiture Restrictions as to Restricted Shares, the Committee shall certify in writing that the applicable Measure has been satisfied and the Forfeiture Restrictions shall lapse as to the Restricted Shares as described above. The period from the Issuance Date to the date of the Committee’s determination as to whether or not an applicable Measure was satisfied is sometimes hereinafter called the “Restricted Period.”

(e) If any applicable twenty (20) consecutive trade days as set forth in Section 3(b) or 3(c) above commence prior to the Termination Date and are completed after the Termination Date, the Performance Period shall be extended to the date on which such twenty (20) consecutive trade days is completed. Any Restricted Shares with respect to which the Forfeiture Restrictions have not lapsed pursuant to this Section 3 (including any exceptions pursuant to Section 4) shall be forfeited and surrendered to the Company by Holder. The closing price of a share of Stock shall be the closing quotation on the New York Stock Exchange for the applicable date.

4. Termination of Employment of Service. If Holder terminates employment or service with the Group prior to the end of the Restricted Period, then this Restricted Stock Award shall be forfeited and the remaining Restricted Shares shall be surrendered to the Company; provided, however, that the Committee may (subject to restrictions in the 2001 Plan), in its sole discretion, cause the Forfeiture Restrictions to lapse as to all or a part of the Restricted Shares.

5. Shares Received in Reorganization or Stock Split. The transfer restrictions of Section 2 shall not apply to the exchange of Restricted Shares pursuant to a plan of reorganization of the Company, but the stock or securities received in exchange therefor, and any stock received as a result of a stock split or stock dividend with respect to Restricted Shares, shall also become Restricted Shares subject to the Forfeiture Restrictions.

6. Endorsement on Certificate. Each certificate representing Restricted Shares, if the shares of Restricted Stock are represented by a stock certificate prior to lapse of applicable Forfeiture Restrictions, shall be conspicuously endorsed as follows:

“The shares of Stock evidenced by this certificate have been issued pursuant to the terms of the Crown Castle International Corp. (“Company”) 2001 Stock Incentive Plan (“Plan”). The shares of Stock evidenced by this certificate are subject to forfeiture and may not be sold, assigned, pledged, or transferred except as provided by the terms and conditions of a Restricted Stock Agreement (“Agreement”) dated _____, 20__ between the Company and the registered holder of the shares. A copy of the Plan and Agreement are available from the Company.

7. **Community Interest of Spouse.** The community interest, if any, of any spouse of Holder in any of the Restricted Shares shall be subject to all the terms, conditions and restrictions 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 Restricted Shares to be so forfeited and surrendered pursuant to this Agreement.

8. **Withholding of Tax.** To the extent the issuance of Stock or the lapse of Forfeiture Restrictions results in the receipt of compensation by Holder for tax purposes, Holder shall deliver to the Company such amount of money or shares of Stock as the Company may require to meet its obligation under applicable tax laws or regulations. The Company has the right to withhold Holder's Shares until Holder has made arrangements approved by the Company to satisfy all applicable minimum tax withholding requirements of the Company.

9. **Tax Election.** If Holder makes the election authorized by Section 83(b) of the Code, Holder shall submit to the Company a copy of the statement filed by Holder to make such election.

10. **Stock Power and Retention of Certificates.** The Company may require Holder to execute and deliver to the Company a stock power in blank with respect to the Restricted Shares and may, in its sole discretion, determine to retain possession of the certificates for shares with respect to which the Forfeiture Restrictions have not lapsed. The Company shall have the right, in its sole discretion, to exercise such stock power in the event that the Company becomes entitled to the shares pursuant to the provisions of Section 4 hereof. Notwithstanding retention of such certificates by the Company, Holder shall, subject to the provisions of Sections 3 and 4 hereof, have all rights (including dividend and voting rights) with respect to the Restricted Shares. Upon lapse of the Forfeiture Restrictions as to all or a part of the Restricted Shares, the Company shall deliver to Holder a new certificate representing such Holder's Stock without any restrictive endorsement.

11. **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.

12. **Contract Terms.** Notwithstanding the provisions of this Agreement, if the Holder has entered into a separate contract or agreement with the Company which affects the Restricted Shares issued hereunder, the provisions of such separate contract or agreement shall control over any inconsistent provisions of this Agreement.

13. **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 11 of the 2001 Plan or as a result of an amendment of the 2001 Plan made in accordance with Section 12 of the 2001 Plan.

14. **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.

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.

MANAGER

Name: _____

Date: _____

CROWN CASTLE INTERNATIONAL CORP.

By: _____

Name: _____

Title: _____

Date: _____

Holder

Date: _____

RESTRICTED STOCK AGREEMENT
(2004 Stock Incentive Plan)

AGREEMENT effective as of the _____ day of _____ (“Issuance Date”), between **CROWN CASTLE INTERNATIONAL CORP.** (“Company”), a Delaware corporation, and _____ (“Holder”).

Holder has been serving as a key employee of the Company and/or one of its Affiliates. In recognition of past service and in order to encourage Holder to remain with the Company and its Affiliates (the “Group”) and devote Holder’s best efforts to their affairs, thereby advancing the interests of the Company and its shareholders, the Company and Holder agree as follows:

1. **Issuance of Stock.** Upon the execution of this Agreement and for consideration from Holder to the Company in the form of past services to the Group, the fair market value of which is at least equal to \$.01 per share times the number of the shares issued hereunder, the Company shall issue to Holder _____ shares of the \$.01 par value Common Stock of the Company (“Stock”). The shares of Stock issued to Holder under this Agreement (“Holder’s Shares”) shall be subject to all of the terms, conditions and restrictions set forth in this Agreement and in the Crown Castle International Corp. 2004 Stock Incentive Plan (the “2004 Plan”), which is incorporated herein by reference as a part of this Agreement. “Affiliate”, “Committee” and “Code” shall have the meaning contained in the 2004 Plan.

2. **Forfeiture Restrictions.** The Holder’s Shares shall not be sold, assigned, pledged, or otherwise transferred except as provided herein, and Holder shall be obligated to forfeit and surrender, without further consideration from the Company, such shares (to the extent then subject to the Forfeiture Restrictions) to the Company in accordance with this Agreement. The prohibition against transfer and the obligation to forfeit and surrender shares to the Company are herein collectively referred to as the “Forfeiture Restrictions,” and the Holder’s Shares which are subject to the Forfeiture Restrictions are herein sometimes referred to as “Restricted Shares.” The Forfeiture Restrictions shall be binding upon and enforceable against any transferee of Restricted Shares.

3. **Performance Measures.** [The following or other relevant vesting terms to be included as applicable to the specific award] (a) Except as otherwise provided in Section 4 hereof, the lapsing of the Forfeiture Restrictions on the Restricted Shares hereunder shall be contingent upon meeting the stock price target measure (“Target Measure”) or time measure (“Time Measure”) described below while Holder is an employee or a member of the board of directors of the Company or one of its Affiliates. The applicable measure (“Measure”) is either the Target Measure or Time Measure determined by the Measure that results in the largest aggregate number of Holder’s Shares no longer being Restricted Shares.

(b) The Target Measure is the date that the price of a share of Stock closes at a price equal to or above the price indicated below for twenty (20) consecutive trade days during the period after the Issuance Date and ending on _____, 2009 (“Termination Date”) (including any extension of such period pursuant to Section 3(e) below) (“Performance Period”) with the percentage beside the stock price per share being the percentage of the Holder’s Shares no longer subject to Forfeiture Restrictions.

Stock Price Per Share	Incremental Percentage	Aggregate Percentage
\$ _____	____%	____%
\$ _____	____%	____%
\$ _____	____%	____%

(c) The Time Measure is the Termination Date with all remaining Holder’s Shares no longer being subject to Forfeiture Restrictions, provided that the price of a share of Stock closes at a price equal to or above \$_____ for twenty (20) consecutive trade days during the Performance Period.

(d) As soon as administratively feasible after a Measure is satisfied that causes the lapse of Forfeiture Restrictions as to Restricted Shares, the Committee shall certify in writing that the applicable Measure has been satisfied and the Forfeiture Restrictions shall lapse as to the Restricted Shares as described above. The period from the Issuance Date to the date of the Committee’s determination as to whether or not an applicable Measure was satisfied is sometimes hereinafter called the “Restricted Period.”

(e) If any applicable twenty (20) consecutive trade days as set forth in Section 3(b) or 3(c) above commence prior to the Termination Date and are completed after the Termination Date, the Performance Period shall be extended to the date on which such twenty (20) consecutive trade days is completed. Any Restricted Shares with respect to which the Forfeiture Restrictions have not lapsed pursuant to this Section 3 (including any exceptions pursuant to Section 4) shall be forfeited and surrendered to the Company by Holder. The closing price of a share of Stock shall be the closing quotation on the New York Stock Exchange for the applicable date.

4. Termination of Employment of Service. If Holder terminates employment or service with the Group prior to the end of the Restricted Period, then this Restricted Stock Award shall be forfeited and the remaining Restricted Shares shall be surrendered to the Company; provided, however, that the Committee may (subject to restrictions in the 2004 Plan), in its sole discretion, cause the Forfeiture Restrictions to lapse as to all or a part of the Restricted Shares.

5. Shares Received in Reorganization or Stock Split. The transfer restrictions of Section 2 shall not apply to the exchange of Restricted Shares pursuant to a plan of reorganization of the Company, but the stock or securities received in exchange therefor, and any stock received as a result of a stock split or stock dividend with respect to Restricted Shares, shall also become Restricted Shares subject to the Forfeiture Restrictions.

6. Endorsement on Certificate. Each certificate representing Restricted Shares, if the shares of Restricted Stock are represented by a stock certificate prior to lapse of applicable Forfeiture Restrictions, shall be conspicuously endorsed as follows:

“The shares of Stock evidenced by this certificate have been issued pursuant to the terms of the Crown Castle International Corp. (“Company”) 2004 Stock Incentive Plan (“Plan”). The shares of Stock evidenced by this certificate are subject to forfeiture and may not be sold, assigned, pledged, or transferred except as provided by the terms and conditions of a Restricted Stock Agreement (“Agreement”) dated _____, 20__ between the Company and the registered holder of the shares. A copy of the Plan and Agreement are available from the Company.

7. **Community Interest of Spouse.** The community interest, if any, of any spouse of Holder in any of the Restricted Shares shall be subject to all the terms, conditions and restrictions 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 Restricted Shares to be so forfeited and surrendered pursuant to this Agreement.

8. **Withholding of Tax.** To the extent the issuance of Stock or the lapse of Forfeiture Restrictions results in the receipt of compensation by Holder for tax purposes, Holder shall deliver to the Company such amount of money or shares of Stock as the Company may require to meet its obligation under applicable tax laws or regulations. The Company has the right to withhold Holder's Shares until Holder has made arrangements approved by the Company to satisfy all applicable minimum tax withholding requirements of the Company.

9. **Tax Election.** If Holder makes the election authorized by Section 83(b) of the Code, Holder shall submit to the Company a copy of the statement filed by Holder to make such election.

10. **Stock Power and Retention of Certificates.** The Company may require Holder to execute and deliver to the Company a stock power in blank with respect to the Restricted Shares and may, in its sole discretion, determine to retain possession of the certificates for shares with respect to which the Forfeiture Restrictions have not lapsed. The Company shall have the right, in its sole discretion, to exercise such stock power in the event that the Company becomes entitled to the shares pursuant to the provisions of Section 4 hereof. Notwithstanding retention of such certificates by the Company, Holder shall, subject to the provisions of Sections 3 and 4 hereof, have all rights (including dividend and voting rights) with respect to the Restricted Shares. Upon lapse of the Forfeiture Restrictions as to all or a part of the Restricted Shares, the Company shall deliver to Holder a new certificate representing such Holder's Stock without any restrictive endorsement.

11. **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.

12. **Contract Terms.** Notwithstanding the provisions of this Agreement, if the Holder has entered into a separate contract or agreement with the Company which affects the Restricted Shares issued hereunder, the provisions of such separate contract or agreement shall control over any inconsistent provisions of this Agreement.

13. **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 12 of the 2004 Plan or as a result of an amendment of the 2004 Plan made in accordance with Section 13 of the 2004 Plan.

14. **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.

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.

MANAGER

Name: _____

Date: _____

CROWN CASTLE INTERNATIONAL CORP.

By: _____

Name: _____

Title: _____

Date: _____

Holder

Date: _____

SEVERANCE AGREEMENT

SEVERANCE AGREEMENT, dated effective February __, 2005 ("Commencement Date") by and between Crown Castle International Corp. (the "Company") and _____ (the "Executive").

This Agreement sets forth the terms and conditions of contingent severance arrangements between the Company and the Executive and cancels and supersedes all other severance-related agreements between the parties.

I. DEFINITIONS

For all purposes hereof, the following defined terms have the meanings set forth below:

1.1 "Accrued Obligations" means all (i) accrued but unpaid Base Salary to the Executive's Date of Termination, (ii) any earned but unpaid bonus (other than the Current Annual Bonus and Prior Year Bonus), and (iii) any benefits for which the Executive is eligible under the terms of any benefit Plan of the Company or its subsidiaries.

1.2 "Annual Bonus" means fifty-five percent (55%) of the Base Salary.

1.3 "Base Salary" means the greater of (i) the Executive's annual base salary as of the date of Executive's Qualifying Termination (without taking into account any reductions that constitute Good Reason) or (ii) if applicable, the Executive's annual base salary in effect on the date of a Change in Control.

1.4 "Cause" means (i) the Executive's conviction of, or plea of guilty or nolo contendere to, any criminal violation involving dishonesty, fraud or breach of trust, or any felony which materially adversely affects the Company or (ii) willful engagement by the Executive in gross misconduct in the performance of duties owed the Company that materially adversely affects the Company.

1.5 "Change in Control" has the meaning set forth on Schedule 1 hereto.

1.6 "Change in Control Period" means the period beginning on the date of a Change in Control and ending on the second anniversary of that Change in Control.

1.7 "Company" means Crown Castle International Corp. and any successors thereto.

1.8 "Current Annual Bonus" means the Annual Bonus for the calendar year with the Date of Termination and prorated on a daily basis from the beginning of the calendar year to the Date of Termination.

1.9 "Date of Termination" means the effective date of the termination of the Executive's employment with the Company and its subsidiaries (as set forth in the Notice of Termination, if applicable).

1.10 “Disability” means the Executive’s inability to perform the primary duties of Executive’s position for at least 180 consecutive days due to a physical or mental impairment and confirmed by a medical examination to the Company’s satisfaction.

1.11 “Good Reason” means (i) the assignment to the Executive of any duties materially inconsistent with the Executive’s position, authority, duties or responsibilities as of the date hereof or as of the date immediately preceding a Change in Control, if applicable, or any other action by the Company that results in a material diminution in such position, authority, duties or responsibilities; (ii) a decrease in the Executive’s Base Salary or significant decrease in annual or long term bonus opportunity; (iii) a material reduction in any material benefits or other compensation provided to the Executive; or (iv) the Company requiring the Executive to be based at any office or location outside the Pittsburgh metropolitan area; (v) the Company’s material failure to comply with its obligations under this Agreement; or (vi) the Company giving Notice (as defined in Section 2.1 (i)). For purposes of any determination regarding the existence of Good Reason during the Change in Control Period, any good faith determination by the Executive that Good Reason exists shall be presumed to be correct unless the Company establishes by clear and convincing evidence that Good Reason does not exist.

1.12 “Non-Qualifying Termination” means any termination of the Executive’s employment with the Company and its subsidiaries other than a Qualifying Termination.

1.13 “Normal Option Expiration Date” means the normal expiration of each of the Stock Options without taking into account any accelerated expiration date provisions relating to termination of employment, board membership or otherwise.

1.14 “Notice of Termination” means a written notice of the termination of the Executive’s employment that (i) indicates the specific termination provision in this Agreement relied upon, (ii) sets forth in reasonable detail, if applicable, the facts and circumstances claimed to provide a basis for termination of the Executive’s employment under the provision so indicated and (iii) if the Date of Termination is other than the date of receipt of such notice, specifies the termination date. The failure by the Executive to set forth in the Notice of Termination any fact or circumstance that contributes to a showing of Good Reason shall not waive any right of the Executive hereunder or preclude the Executive from asserting such fact or circumstance in enforcing the Executive’s rights hereunder.

1.15 “Plan” means any plan, program, practice, arrangement or policy.

1.16 “Plan Economic Equivalent” means (i) the costs of a reasonable comparable substitute Plan selected by the Executive and Company for any Plan which does not permit the Executive’s continued participation after the Date of Termination plus a gross up amount for any increases in net income taxes to the Executive relating to such provision of a substitute Plan or (ii) if Executive becomes covered by another benefit Plan, the Company’s incremental costs savings of not providing such benefits to the Executive, commencing 30 days after written notice from Executive to terminate such benefits plus any additional reasonable Plan or benefit notice or termination period the Company reasonably needs to receive costs savings.

1.17 "Prior Year Bonus" means the unpaid annual incentive bonus for the year prior to the Date of Termination, if any, determined in accordance with the Company's incentive or annual bonus plan for the year prior to the Date of Termination.

1.18 "Qualifying Termination" means (i) the Company's termination of the Executive's employment with the Company for any reason other than for Cause or Disability or death or (ii) the Executive's termination of employment with the Company within 60 days of the occurrence of an event that constitutes Good Reason. A transfer of the Executive to any subsidiary of the Company shall not be considered a termination of employment hereunder.

1.19 "Restricted Stock Awards" means restricted stock awards, phantom stock awards and other similar equity-based incentive compensation awards granted to the Executive relating to stock of the Company; provided, such awards exclude Stock Options.

1.20 "Stock Options" means stock options granted to the Executive to acquire stock of the Company.

1.21 Other Terms. Other capitalized term shall have the meaning indicated within this Agreement.

II. TERM AND POSITION

2.1 Term. This Agreement is effective as of the Commencement Date and terminates on the fifth anniversary of the Commencement Date (the "Term"); provided that, (i) beginning on the fifth anniversary of the Commencement Date and each anniversary thereafter (each, an "Anniversary Date") the Term shall be extended by 12 months unless either party provides notice (the "Notice") at least 60 days before any such Anniversary Date of his/her or its intent to terminate this Agreement as of such Anniversary Date, (ii) except as provided in (iii) below, the Term will automatically expire on the Executive's 65th birthday without the necessity of any notice from the Executive or the Company, and (iii) notwithstanding (ii) above, if a Change in Control occurs during the Term, this Agreement shall not expire until the later of (a) the expiration of the Term or (b) the end of the Change in Control Period.

2.2 Position. During the Term, the Executive shall serve as _____ of the Company (or a similar position), or such other position agreed to in writing by the Company and Executive.

III. TERMINATION OF EMPLOYMENT

3.1 Termination by the Executive.

(a) Termination for Good Reason. The Executive may terminate Executive's employment during the Term for Good Reason by delivering a Notice of Termination to the Company in accordance with Section 6.8 within 60 days of the occurrence of the event purported to constitute "Good Reason" hereunder. With respect to any termination for Good Reason during the Change in Control Period, any good faith determination of "Good Reason" made by the Executive shall be conclusive unless the Company establishes by clear and convincing evidence otherwise.

(b) Termination Without Good Reason. The Executive may terminate Executive's employment during the Term without Good Reason by delivering a Notice of Termination to the Company in accordance with Section 6.8 at least 15 days prior to the effective date of such termination.

3.2 Termination by the Company.

(a) Termination for Cause. The Company may terminate the Executive's employment during the Term for Cause by delivering to the Executive in accordance with Section 6.8 a Notice of Termination and a copy of a resolution, duly adopted by the affirmative vote of not less than a majority of the entire membership of the Board of Directors of the Company (the "Board"), including at least 66 2/3% of those members of the Board who are not employees of the Company at a meeting of the Board called and held for the purpose (after reasonable notice to the Executive and an opportunity for Executive, together with counsel, to be heard before the Board), finding that in the good faith opinion of the Board, the Executive was guilty of conduct specified in the definition of "Cause".

(b) Termination Without Cause. The Company may terminate the Executive's employment during the Term without Cause by delivering a Notice of Termination to the Executive in accordance with Section 6.8.

3.3 Death or Disability. The Executive's employment shall terminate automatically upon the Executive's death during the Term. If the Company determines in good faith that the Disability of the Executive has occurred during the Term, it may give to the Executive a Notice of Termination in accordance with Section 6.8 of this Agreement. In such event, the Executive's employment shall terminate effective on the 30th day after receipt of such notice, provided that within the 30 days after such receipt, the Executive shall not have returned to full-time performance of the Executive's duties.

IV. BENEFITS UPON TERMINATION

4.1 Qualifying Termination Not Within the Change in Control Period. If, during the Term, the Executive's employment with the Company and its subsidiaries is terminated in a Qualifying Termination and such termination does not occur during a Change in Control Period:

(a) the Company shall pay to the Executive in a cash lump sum within 30 days after the Date of Termination, the sum of (i) all Accrued Obligations and (ii) the product of one (1) times the sum of the Executive's Base Salary and Annual Bonus;

(b) for one (1) year following the Date of Termination, or such longer period as each Plan may provide, the Company shall continue medical, dental, vision,

disability and death benefits to the Executive and the Executive's family at a level at least equal to those that would have been provided if the Executive's employment had not been terminated under such Plan of the Company applicable to the Executive as of the Date of Termination (with payment of the Plan Economic Equivalent as to each Plan (i) that does not permit the Executive's continued participation or (ii) that the Executive becomes covered under another Plan with similar or comparable benefits (after 30 days notice to the Company));

(c) all Stock Options held by the Executive shall become immediately vested and exercisable, and all Restricted Stock Awards held by the Executive shall continue to vest as if the Executive was an employee of the Company for the two (2) year period after the Date of Termination ("Vesting Period");

(d) the Company shall pay the Executive the Current Annual Bonus when and if annual bonuses for the year of termination are paid to other executive officers of the Company;

(e) the Executive shall be entitled to fully participate in the Company's 401(k) plan for the calendar year with the Date of Termination including the Company contributions based upon participation or matching (with payment of the after-tax economic equivalent if and to the extent such is not permitted under the Company's 401(k) plan or by applicable law));

(f) the Company shall pay to Executive the Prior Year Bonus when and if any annual bonuses for the year prior to the Date of Termination are paid to other executive officers of the Company; and

(g) the Executive shall, as of such termination, be released by the Company (including its subsidiaries) from any and all claims and causes of action of any kind or character arising from Executive's employment with the Company (including its subsidiaries and any board membership relating to employment) and the Company shall indemnify and hold harmless the Executive against any such claims or causes of action to the extent permitted by applicable law.

4.2 Qualifying Termination During the Change in Control Period. If, during the Term, the Executive's employment with the Company and its subsidiaries is terminated in a Qualifying Termination and such termination occurs during a Change in Control Period:

(a) the Company shall pay to the Executive in a cash lump sum within 30 days after the Date of Termination, the sum of (i) all Accrued Obligations and (ii) the product of two (2) times the sum of the Executive's Base Salary and Annual Bonus;

(b) for two (2) years following the Date of Termination, or such longer period as each Plan may provide, the Company shall continue medical, dental, vision, disability and death benefits to the Executive and the Executive's family at a level at least equal to those that would have been provided if the Executive's employment had not been terminated under such Plan of the Company applicable

to the Executive as of the Date of Termination (with payment of the Plan Economic Equivalent as to each Plan (i) that does not permit the Executive's continued participation or (ii) that the Executive becomes covered by another Plan with similar or comparable benefits (after 30 days notice to the Company));

(c) all Stock Options and all Restricted Stock Awards held by the Executive shall become immediately vested and such Stock Options shall become immediately exercisable.

(d) the Company shall pay the Executive the Current Annual Bonus when and if annual bonuses for the year of termination are paid to other executive officers of the Company;

(e) the Executive shall be entitled to fully participate in the Company's 401(k) plan for the calendar year with the Date of Termination including the Company contributions based upon participation or matching (with payment of the after-tax economic equivalent if and to the extent such is not permitted under the Company's 401(k) plan or by applicable law);

(f) the Company shall pay to Executive the Prior Year Bonus when and if any annual bonuses for the year prior to the Date of Termination are paid to other executive officers of the Company; and

(g) the Executive shall, as of such termination, be released by the Company (including its subsidiaries) from any and all claims and causes of action of any kind or character arising from Executive's employment with the Company (including its subsidiaries and any board membership relating to employment) and the Company shall indemnify and hold harmless the Executive against any such claims or causes of action to the extent permitted by applicable law.

Any provision in this Agreement to the contrary notwithstanding, if a Change in Control occurs and if the Executive's employment with the Company is terminated prior to the date on which the Change in Control occurs, and if it is reasonably demonstrated by the Executive that such termination of employment (x) was at the request of a third party who had taken steps reasonably calculated to effect the Change in Control or (y) otherwise arose in connection with or anticipation of the Change in Control, then for all purposes of this Agreement the termination of the Executive's employment shall be deemed to have occurred during a Change in Control Period.

4.3 Non-Qualifying Termination. If the Executive's employment with the Company and its subsidiaries is terminated in a Non-Qualifying Termination, this Agreement shall terminate without further obligations to the Executive other than Accrued Obligations; provided, that, if the Executive's employment is terminated due to Executive's death or Disability, all Stock Options held by the Executive shall become immediately vested and exercisable, and all Restricted Stock Awards held by the Executive shall continue to vest as if the Executive was an employee of the Company for the Vesting Period.

4.4 Option Exercise and Termination. All vested Stock Options granted to the Executive (including Stock Options vested pursuant to this Agreement) shall be exercisable for 24 months following the later of (a) the Date of Termination or (b) the date that Executive ceases to be a member of the Board and a member of the board of director of any of the Company subsidiaries; provided that the exercise period shall (i) extend to any longer period for exercise of Stock Options pursuant to the applicable stock option agreement or certificate for such Stock Options and (ii) not extend beyond the Normal Option Expiration Date. The Company as to Stock Options granted to the Executive may not (a) require the exercise of such Stock Options, (b) reduce the exercise period for such Stock Options or (c) otherwise take action to circumvent the exercise period for such Stock Options as provided above. The above provisions shall supercede any contrary provisions in any stock option agreement, stock option certificate or other document.

4.5 Excise Tax Payments.

(a) Notwithstanding anything in the Agreement to the contrary, in the event of the determination (as hereinafter provided) that any required payment by the Company to or for benefit of the Executive (whether paid or payable pursuant to the terms of the Agreement or otherwise (individually and collectively, "Payment")) would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code of 1986, as amended (the "Code") or any successor provision thereto (the "Excise Tax"), the Executive shall be entitled to receive an additional payment or payments (individually or collectively, "Tax Assistance Payment"), which shall include an amount such that, after the Executive pays (1) all taxes (including any interest or penalties imposed with respect to such taxes) and (2) any Excise Tax (including interest and penalties with respect thereto) imposed upon the Tax Assistance Payment, the Executive retains so much of the Tax Assistance Payment as is equal to the Excise Tax (including interest and penalties with respect thereto) imposed on the Payment.

(b) Subject to the provisions hereinafter concerning the provision of notice of a claim by the Internal Revenue Service ("IRS"), all determinations required to be made under these provisions, including whether an Excise Tax is payable by the Executive, the amount of such Excise Tax and whether the Company is required to pay the Executive a Tax Assistance Payment and the amount of such Tax Assistance Payment, if any, shall be made by the Company's independent accountants or such other nationally recognized accounting firm retained by the Company and reasonably acceptable to the Executive ("Accounting Firm"). The Company shall direct the Accounting Firm to submit its determination and detailed supporting calculations to both the Executive and the Company within 30 days after the payment or provision of any benefit that could give rise to an Excise Tax and any such other time or times as the Executive or the Company may request. If the Accounting Firm determines that any Excise Tax is payable by the Executive, the Company shall pay the required Tax Assistance Payment to the Executive within 10 business days after the Company receives such determination and calculations with respect to any Payment to the Executive.

(c) Any federal tax returns the Executive files shall be prepared and filed on a basis consistent with the determination of the Accounting Firm with respect to the Excise Tax payable by the Executive. If the Accounting Firm determines that the Executive is required to pay no Excise Tax, it shall (at the same time it makes such determination) furnish the Executive and the Company an opinion that the Executive has substantial authority not to report any Excise Tax on the Executive's federal income tax return. However, in view of the uncertainty concerning application of Section 4999 of the Code (or any successor provision thereto) at the time of any determination made hereunder by the Accounting Firm, it is possible that a Tax Assistance Payment that should have been made by the Company will not have been made ("Underpayment"), consistent with the calculations required to be made hereunder. In the event the Company exhausts or fails to pursue its remedies pursuant to the provisions concerning notice of a claim by the IRS, and the Executive thereafter is required to make a payment of any Excise Tax, the Executive shall direct the Accounting Firm to determine the amount of the Underpayment and to submit its determination and detailed supporting calculations as promptly as possible both to the Executive and to the Company, which shall pay the amount of such Underpayment to the Executive or for the Executive's benefit within 10 business days following the Company's receipt of such determination and calculations.

(d) Each of the Executive and the Company shall provide the Accounting Firm access to and copies of any books, records and documents in the Executive's or its possession, as the case may be, reasonably requested by the Accounting Firm, and shall otherwise cooperate with the Accounting Firm in connection with the preparation and issuance of the determination and calculations required or contemplated hereunder.

(e) The Company shall bear the fees and expenses of the Accounting Firm for services hereunder. If, for any reason, the Executive initially pays such fees and expenses, the Company shall reimburse the Executive the full amount of the same within 10 business days following receipt from the Executive of a statement and reasonable evidence of the Executive's payment thereof.

(f) The Executive shall notify the Company in writing of any claim by the IRS that, if successful, would require the Company to pay a Tax Assistance Payment. The Executive shall give such notification as promptly as practicable, but in no event later than the 10th business day next following the Executive's receipt of such claim, and the Executive further shall apprise the Company of the nature of such claim and the date on which it is required to be paid (in each case, to the extent known to the Executive). The Executive shall not pay or otherwise satisfy such claim prior to the earlier of (a) the expiration of the 30 calendar day period next following the date on which the Executive gives notice to the Company or (b) the date any payment of the amount with respect to such claim is due. If the Company notifies the Executive in writing prior to the expiration of such period that it desires to contest such claim, the Executive shall:

(i) provide the Company any written records or documents in the Executive's possession relating to such claim and reasonably requested by the Company;

(ii) take such action in connection with contesting such claim as the Company reasonably shall request in writing from time to time, including without limitation accepting legal representation with respect to such claim by an attorney competent in respect of the subject matter and reasonably selected by the Company;

(iii) cooperate with the Company in good faith in order to effectively contest such claim; and

(iv) permit the Company to participate in any proceedings relating to such claim, provided, however, that the Company directly shall bear and pay all costs and expenses (including without limitation, interest and penalties) incurred in connection with such contest and shall indemnify the Executive and hold the Executive harmless, on an after-tax basis, from and against any and all Excise Tax or income tax (including without limitation, interest and penalties with respect thereto), imposed as a result of such claim and payment of costs and expenses. Without limiting the foregoing, the Company shall control all proceedings taken in connection with the contest of any claim contemplated by these provisions and, at its sole option, may pursue or forego any and all administrative appeals, proceedings, hearings and conferences with the taxing authority in respect of such claim (provided, however, that the Executive may participate therein at the Executive's own cost and expense) and may, at its option, either direct the Executive to pay the tax claimed and sue for a refund or contest the claim in any permissible manner, and the Executive agrees to prosecute such contest to a determination before any administrative tribunal, in a court of initial jurisdiction and in one or more appellate courts, as the Company shall determine; provided, however, that if the Company directs the Executive to pay the tax claimed and to sue for a refund, the Company shall advance the amount of such payment to the Executive, and pay on a current basis all costs of litigation, including without limitation attorneys' fees, on an interest-free basis and shall agree to and shall indemnify the Executive and hold the Executive harmless, on an after-tax basis, from any Excise Tax or income tax, including without limitation, interest and penalties with respect thereto, imposed with respect to such advance; and provided further, however, that any extension of the statute of limitations relating to payment of taxes for the Executive's taxable year with respect to which the contested amount is claimed to be due is limited solely to such contested amount. Furthermore, the Company's control of any such contested claim shall be limited to issues with respect to which a Tax Assistance Payment would be payable hereunder, and the Executive shall be entitled to settle or to contest, as the case may be, any other issue(s) raised by the IRS or any other taxing authority.

(g) If, after the Executive receives an amount advanced by the Company pursuant to provisions of the last full paragraph, the Executive receives any

refund with respect to such claim, the Executive shall (subject to the Company's complying with any applicable provisions of the same paragraph) promptly pay to the Company the amount of such refund (together with any interest paid or credited thereon after any taxes applicable thereto). If, after the Executive receives such an amount advanced by the Company, a determination is made that the Executive shall not be entitled to any refund with respect to such claim and the Company does not notify the Executive in writing of its intent to contest such denial of refund prior to expiration of 30 calendar days after such determination, then such advance shall be forgiven and shall not be required to be repaid, and the amount of such advance shall offset, to the extent thereof, the amount of the Tax Assistance Payment the Company is required to pay the Executive hereunder.

V. NONCOMPETITION OBLIGATIONS

The Executive shall be subject to the following noncompetition obligations:

(a) As consideration for the Severance Agreement as provided herein, the Company and the Executive agree to the noncompetition obligations hereunder. From the effective date of this agreement and continuing for a period of 12 months from the Date of Termination, the Executive shall not personally engage in any "Competitive Activities" (as defined below) within any geographic area in the United States or Australia in which the Company or any of its Affiliates is then engaged in Competitive Activities ("Restricted Areas"); including, without limitation, working for, owning, managing, operating, controlling or participating in the ownership, management, operation or control of, or providing consulting or advisory services to, any individual partnership, firm, corporation, institution, entity or other person ("person") engaged in Competitive Activities within any Restricted Areas; provided, however, that the purchase or holding for investment purposes only, of securities of a company shall not constitute "ownership" or "participation in ownership" for these purposes so long as the equity interest in any such company represents less than 5% of the outstanding capital stock of such company. Anything herein to the contrary notwithstanding, no person shall be deemed engaged in Competitive Activities if less than 5% of its revenues are derived from "Competitive Activities" as defined in the next paragraph.

For such purposes above, "Competitive Activities" mean any business activity involving or relating to owning or operating wireless communication or broadcast towers located in the Restricted Area; provided, however, that if the Company is advised of a business opportunity by the Executive as provided below, and it declines to pursue such business opportunity, the Executive shall be free to pursue such business opportunity and such activity shall not be a "Competitive Activity." If after the Date of Termination the Executive becomes aware of a business opportunity which involves a Competitive Activity in the Restricted Area, the Executive shall fully advise (in writing and indicating that such information is pursuant to this provision) the Company as to such opportunity and will not pursue it except as provided herein. If, within 15 business days of the Executive's advising the Company of such business opportunity, the Board fails to adopt a resolution (and provide a certified copy to the Executive) that it will pursue such business opportunity, the Company will be deemed to have declined to pursue such opportunity. If, after a vote by the Board in favor of pursuing a business opportunity, the Company "fails to pursue" such opportunity, then the Company, including for this

purpose the Board, shall be deemed to have declined to pursue such business opportunity as of the date it “fails to pursue” such opportunity. “Fails to pursue” means that the Company has failed to pursue such opportunity in a reasonable commercial manner and “fails to pursue” is irrebutably presumed if (x) within 30 days of such vote, the Company has not signed a confidentiality agreement with the parties representing such business opportunity; (y) within 60 days of such vote, the Company has not begun the due diligence process regarding such business opportunity; or (z) within 120 days of such vote, the Company is not in active discussions, or has otherwise terminated its discussions with the parties representing such business opportunity.

Notwithstanding anything to the contrary in this Section V(a), activities shall not be deemed to be “Competitive Activities” solely as a result of the Executive’s being employed by or otherwise associated with a business of which a unit is in competition with the Company but as to which unit Executive does not have direct or indirect responsibility or direct involvement.

For purposes of this Agreement, “Affiliate” of a specified person means a person that directly or indirectly controls, is controlled by, or is under common control with the person specified.

(b) For a period of 12 months from the Date of Termination, the Executive shall not knowingly induce any employee of the Company or any of its Affiliates to terminate his or her employment with the Company or any of the Affiliates to work with or for the Executive or any of Executive’s future employers and provided further that the Executive’s response to unsolicited requests for employment references for employees of the Company shall not be a violation of this restriction.

(c) The Executive understands that the restrictions set forth in (a) and (b) above may limit the Executive’s ability to engage in certain businesses in the Restricted Areas during the 12-month period provided for in (a) and (b) above, but acknowledges that the Executive will receive sufficiently high remuneration and other benefits under this Severance Agreement to justify such restrictions. The Executive acknowledges that money damages would not be sufficient remedy for any breach of the provisions of (a) and (b) above by the Executive, and the Company shall be entitled to enforce such provisions by specific performance and injunctive relief as remedies for such breach or any threatened breach. Such remedies shall not be deemed the exclusive remedies for such breach, but shall be in addition to all remedies available at law or in equity to the Company, including without limitation, the recovery of damages from the Executive and the Executive’s agents involved in such breach and remedies available to the Company pursuant to other agreements with the Executive. Notwithstanding the foregoing, in the event that the Executive and/or the Executive’s agents breach the restrictions set forth in clauses (a) and/or (b), the Company shall in no circumstances be entitled to recover damages or other compensation in respect of all such breaches in excess of fifty percent (50%) the amount paid to Executive pursuant to Section 4.1(a)(ii) or 4.2(a)(ii), as applicable.

(d) It is expressly understood and agreed that the Company and the Executive consider the restrictions contained in (a) and (b) above to be reasonable and necessary to protect the business of the Company. Nevertheless, if any of the aforesaid restrictions are

found by an arbitrator or a court having jurisdiction to be unreasonable, or overly broad as to geographic area or time, or otherwise unenforceable, the parties intend for the restrictions therein set forth to be modified by such arbitrator or court so as to be reasonable and enforceable and, as so modified by such arbitrator or court, to be fully enforced.

VI. MISCELLANEOUS PROVISIONS

6.1 Non-exclusivity of Rights. Nothing in this Agreement shall prevent or limit the Executive's continuing or future participation in any benefit, bonus, incentive or other Plan provided by the Company or any of its Affiliates and for which the Executive may qualify (including, without limitation, any insurance benefits relating to death or Disability of the Executive), nor shall anything herein limit or otherwise affect such rights as the Executive may have under any other agreements with the Company or any of its Affiliates; provided that, by executing this Agreement, the Executive acknowledges Executive's ineligibility for, and waives any other right Executive may have to receive, any other severance or termination benefits provided by the Company or its subsidiaries. Amounts which are vested benefits or which the Executive is otherwise entitled to receive under any Plan of the Company or any of its Affiliates (other than any severance plan or program of the Company and its subsidiaries) at or subsequent to the Date of Termination shall be payable in accordance with such Plan except as explicitly modified by this Agreement.

6.2 Other Payments and Obligations. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement. The Company agrees to pay, from time to time promptly upon invoice, to the full extent permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of any contest or controversy (regardless of the outcome thereof and whether or not litigation is involved) by the Company, the Executive or others of the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof; provided, any contest or dispute is not in bad faith by the Executive.

6.3 Confidential Information.

(a) During the Term and thereafter, the Executive shall not, without the written consent of the Chief Executive Officer of the Company ("CEO") or the Board (including an applicable committee of the Board) disclose to any person, other than (i) an employee of the Company, (ii) a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by the Executive of Executive's duties as an executive of the Company, (iii) to the extent required by applicable law (including any rule or regulation) or (iv) to the extent necessary to enforce Executive's rights pursuant to this Agreement, any material confidential information obtained by Executive while in the employ of the

Company or its subsidiaries with respect to any of the products, improvements, formulas, designs or styles, processes, customers, methods of distribution or methods of manufacture of the Company or its subsidiaries, the disclosure of which Executive knows will be materially damaging to the Company; provided, however, that confidential information shall not include any information known generally to the public (other than as a result of unauthorized disclosure by the Executive) or any information of a type not otherwise considered confidential by persons engaged in the same business or a business similar to that conducted by the Company. Information concerning a business opportunity described in Section V (a) which the Company declines or “fails to pursue” shall not constitute information for purposes of this section.

(b) Any and all inventions made, developed or created by the Executive (whether at the request or suggestion of the Company or otherwise, whether alone or in conjunction with others, and whether during regular hours of work or otherwise) during the period of Executive’s employment by the Company or its subsidiaries, which may be directly or indirectly useful in, or relate to, the business of or tests being carried out by the Company or any of its subsidiaries, will be promptly and fully disclosed by the Executive to an appropriate executive officer of the Company and shall be the Company’s exclusive property as against the Executive, and the Executive will promptly deliver to an appropriate executive officer of the Company all papers, drawings, models, data and other material relating to any invention made, developed or created by Executive as aforesaid.

(c) The Executive will, upon the Company’s request and without any payment therefor, execute any documents necessary or advisable in the opinion of the Company’s counsel to direct issuance of patents to the Company with respect to such inventions as are to be the Company’s exclusive property as against the Executive under Section 6.3 (b) above or to vest in the Company title to such inventions as against the Executive; provided, however, that the expense of securing any such patent will be borne by the Company.

(d) The foregoing provisions of this Section 6.3 shall be binding upon the Executive’s heirs, successors and legal representatives.

(e) In no event shall an asserted violation of the provisions of this Section 6.3 constitute a basis for deferring or withholding any amounts otherwise payable to the Executive under this Agreement.

6.4 Release and Agreement. As a condition to the receipt of any compensation and benefits under this Severance Agreement, if the Executive’s employment with the Company is subject to a Qualifying Termination, the Executive must first execute a release and agreement, in a reasonable commercial form, which shall release the Company and its subsidiaries and their officers, directors, employees and agents from any and all claims or causes of action arising out of the Executive’s employment with the Company or its subsidiaries or the termination of such employment. The performance of the Company’s obligations hereunder and the receipt of the compensation and benefits provided hereunder by the Executive shall constitute full settlement of all such claims and causes of action and shall provide consideration for the Executive’s release and agreement as described above.

6.5 Indemnification; D&O Coverage

(a) If the Executive is made a party, is threatened to be made a party, or reasonably anticipates being made a party, to any Proceeding by reason of the fact that Executive is or was a director, officer, member, employee, agent, manager, trustee, consultant or representative ("Agent") of the Company or any of its Affiliates or is or was serving at the request of the Company or any of its Affiliates, as an Agent of another person or if any Claim is made, is threatened to be made, or is reasonably anticipated to be made, that arises out of or relates to the Executive's service in any of the foregoing capacities, then the Executive shall promptly notify the Company in writing and be indemnified and held harmless to the fullest extent permitted or authorized by the Certificate of Incorporation or Bylaws of the Company as in effect on the Date of Termination (subject to any limitations imposed by applicable law), against any and all costs, expenses, liabilities and losses (including, without limitation, reasonable attorneys' and other professional fees and charges, judgments, interest, expenses of investigation, penalties, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by the Executive in connection therewith or in connection with seeking to enforce Executive's rights under this Section 6.5(a), and such indemnification shall continue as to the Executive even if he has ceased to be an Agent of the Company or other person and shall inure to the benefit of the Executive's heirs, executors and administrators. The failure to give prompt notice shall only reduce the indemnification obligation to the extent, if any, that the Company is damaged by such breach. The Executive shall be entitled to prompt advancement of any and all costs and expenses (including, without limitation, reasonable attorneys' and other professional fees and charges) incurred by Executive in connection with any such Proceeding or Claim to the fullest extent permitted or authorized by the Certificate of Incorporation or Bylaws of the Company as in effect on the Date of Termination (subject to any limitations imposed by applicable law), any such advancement to be made promptly after Executive gives written notice, supported by reasonable documentation, requesting such advancement. Such notice shall include, to the extent required by applicable law, an undertaking by the Executive to repay the amounts advanced to the extent that Executive is ultimately determined not to be entitled to indemnification against such costs and expenses. Nothing in this Agreement shall operate to limit or extinguish any right to indemnification, advancement of expenses, or contribution that the Executive would otherwise have (including, without limitation, by agreement or under applicable law). For purposes of this Agreement, "Claim" shall include, without limitation, any claim, demand, request, investigation, dispute, controversy, threat, discovery request, or request for testimony or information and "Proceeding" shall include, without limitation, any actual, threatened, or reasonably anticipated, action, suit or proceeding, whether civil, criminal, administrative, investigative, appellate, formal, informal or other.

(b) Neither the failure of the Company (including its Board, independent legal counsel or stockholders) to have made a determination prior to the

commencement of any Proceeding concerning payment of amounts claimed by the Executive under Section 6.5(a) that indemnification of the Executive is proper because Executive has met the applicable standard of conduct, nor a determination by the Company (including its Board, independent legal counsel or stockholders) that the Executive has not met such applicable standard of conduct, shall create a presumption that the Executive has not met the applicable standard of conduct.

(c) A directors' and officers' liability insurance policy (or policies) shall be kept in place until the sixth anniversary of the Date of Termination, providing coverage to the Executive that is no less favorable to Executive in any respect (including, without limitation, with respect to scope, exclusions, amounts, and deductibles) than the coverage then being provided to any other present or former senior executive or director of the Company.

6.6 Successors.

(a) This Agreement is personal to the Executive and without the prior written consent of the Company shall not be assignable by the Executive otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Executive's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

(c) The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company to assume expressly and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

6.7 Statements Concerning Company or Executive. The Executive shall refrain from willfully and knowingly making any public statement, whether oral or written, about the Company, any of its Affiliates, any Executive Officer or any Board Member, that is disparaging or defamatory to any such person. The Company shall use best efforts to cause each Executive Officer and Board Member to refrain from making any public statement, whether oral or written, that is disparaging or defamatory to the Executive. For purposes of this Section 6.7, an "Executive Officer" is the CEO and any officer directly reporting to the CEO, and a "Board Member" is any individual that is a member of the Board. A violation or threaten violation of any of the above prohibitions may be enjoined by any court with jurisdiction. The rights afforded under this provision are in addition to any and all rights otherwise afforded by applicable law. Nothing shall prevent the Executive or the Company from truthfully and publicly correcting incorrect statements or from making truthful disclosures to the extent required (i) by law, by a government agency having supervisory authority over the business of the Company or any of its Affiliates or by any arbitrator, mediator or administrative or legislative body (including a committee thereof) with apparent jurisdiction or (ii) to enforce this Agreement.

6.8 Notices. All notices and other communications hereunder shall be in writing and shall be given by (i) personal delivery, (ii) registered or certified mail, return receipt requested, postage prepaid, addressed as indicated below or (iii) nationally recognized overnight courier, with written confirmation of receipt, addressed as indicated below:

If to the Executive:

Home address as currently shown on
Human Resources Department records of
Executive's business unit. The current home
address is:

If to the Company:

Crown Castle International Corp.
510 Bering Drive, Suite 500
Houston, Texas 77057

Attention: General Counsel/Corporate Secretary

A party may change address by written notice of such change in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

6.9 Stock Retention. Executive agrees to own and hold by and after _____, 200_ at least _____ shares of Company common stock ("Retained Stock") during his/her employment with the Company (including any of its subsidiaries). The number of shares of Retained Stock shall be adjusted for stock splits, stock dividends, spin offs and other relevant changes in the Company's capital structure. Retained Stock shall include (i) restricted stock issued to Executive that is no longer subject to a forfeiture restriction, (ii) stock held in an individual retirement account, 401(k) plan or other qualified plan pursuant to the Code for the primary benefit of the Executive and/or Executive's spouse and (iii) stock held by the Executive's spouse. Restricted stock granted to the Executive by the Company that is subject to forfeiture restrictions shall not be counted as Retained Stock.

6.10 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement

6.11 Withholding. The Company may withhold from any amount payable under this Agreement such Federal, state or local taxes as shall be required to be withheld pursuant to any applicable law or regulation.

6.12 Waiver. The Executive's failure to insist upon strict compliance with any provision hereof shall not be deemed to be a waiver of such provision or any other provision thereof.

6.13 Entire Agreement. This Agreement contains the entire understanding of the Company and the Executive with respect to the subject matter hereof.

6.14 At Will Employment. The Executive and the Company acknowledge that the employment of the Executive by the Company is "at will".

6.15 Choice of Law. This Agreement shall be governed by the law of Texas, without regard to its choice of law provisions.

6.16 Counterparts. This Agreement may be executed in two or more counterparts.

IN WITNESS WHEREOF, the Executive and the Company have entered into this Agreement as of the date first written above in multiple originals.

COMPANY:
CROWN CASTLE INTERNATIONAL CORP.

By: _____

EXECUTIVE:

“Change in Control” shall mean:

(a) the acquisition by any individual, entity or group (within the meaning of Sections 13 (d) (3) or 14 (d) (2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (a “Person”) or beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 40% or more of either (i) the then outstanding shares of common stock of the Company (the “Outstanding Company Common Stock”) or (ii) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the “Outstanding Company Voting Securities”); provided, however, that the following acquisitions shall not constitute a Change of Control: (i) any acquisition by the Company if no Person (excluding those Act Persons described in this proviso) owns more than 40% or more of the Outstanding Company Common Stock or Company Stock Voting Securities after such acquisition, (ii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any corporation controlled by the Company, or (iii) any acquisition by a corporation pursuant to a reorganization, merger or consolidation, if, following such reorganization, merger or consolidation, the conditions described in clauses (i), (ii) and (iii) of subsection (c), below, are satisfied.;

(b) individuals who constitute the Board at the date of this Severance Agreement (February __, 2005) (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) the occurrence of a reorganization, merger or consolidation, unless, following such reorganization, merger or consolidation, (i) more than 50% of, respectively, the then outstanding shares of common stock of the corporation resulting from such reorganization, merger or consolidation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such reorganization, merger or consolidation in substantially the same proportions as their ownership, immediately prior to such reorganization, merger or consolidation, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding the

Company, any employee benefit plan (or related trust) of the Company or such corporation resulting from such reorganization, merger or consolidation and any Person beneficially owning, immediately prior to such reorganization, merger or consolidation, directly or indirectly, 40% or more of the Outstanding Company Common Stock or Outstanding Company Voting Securities, as the case may be) beneficially owns, directly or indirectly, 40% or more of, respectively, the then outstanding shares of common stock of the corporation resulting from such reorganization, merger or consolidation or the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors and (iii) at least a majority of the members of the board of directors of the corporation resulting from such reorganization, merger or consolidation were members of the Incumbent Board at the time of the execution of the initial agreement providing for such reorganization, merger or consolidation; or

(d) the occurrence of: (i) a complete liquidation or dissolution of the Company, (ii) the sale or other disposition of all or substantially all of the assets of the Company, or (iii) a similar transaction or series of transactions, other than to a corporation, with respect to which following such sale or other disposition, (A) more than 50% of, respectively, the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors is then beneficially owned, directly or indirectly, by all or substantially all of the individuals and entities who were the beneficial owners, respectively, of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such sale or other disposition in substantially the same proportion as their ownership, immediately prior to such sale or other disposition, of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding the Company and any employee benefit plan (or related trust) of the Company or such corporation and any Person beneficially owning, immediately prior to such sale or other disposition, directly or indirectly, 40% or more of the Outstanding Company Common Stock or Outstanding Company Voting Securities, as the case may be) beneficially owns, directly or indirectly, 40% or more of, respectively, the then outstanding shares of common stock of such corporation and the combined voting power of the then outstanding voting securities of such corporation entitled to vote generally in the election of directors and (C) at least a majority of the members of the board of directors of such corporation were members of the Incumbent Board at the time of the execution of the initial agreement or action of the Board providing for such sale or other disposition of assets of the Company.