
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): March 6, 2007

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 600
Houston, TX 77057
(Address of Principal Executive Office)

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01 - ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On March 6, 2007, Crown Castle Operating Company (“Borrower”), a subsidiary of Crown Castle International Corp. (“Company”), and the Company entered into (i) an amendment (“Amendment to Credit Agreement”) to the Borrower’s existing credit agreement dated as of January 9, 2007 (as amended, supplemented or otherwise modified, “Credit Agreement”), with the subsidiary guarantors named therein and the lenders named therein, pursuant to which such lenders agreed to amend certain terms of the Credit Agreement, (ii) an amendment (“Amendment to Existing Term Loan Joinder”) to the Borrower’s existing term loan joinder dated as of January 26, 2007 (“Existing Term Loan Joinder”), with the lenders named therein, pursuant to which such lenders agreed to amend certain terms applicable to the Borrower’s existing \$600 million senior secured term loan (“Existing Term Loan”), and (iii) a term loan joinder (“New Term Loan Joinder”) with the lenders named therein, pursuant to which such lenders agreed to provide the Borrower with a \$50 million senior secured term loan (“New Term Loan” and, together with the Existing Term Loan, “Term Loans”) under the Credit Agreement.

The Credit Agreement now provides for aggregate commitments of \$900 million, consisting of (i) a \$250 million senior secured revolving credit facility (“Revolving Facility”), which will mature on January 8, 2008, and (ii) the Term Loans, which will mature on March 6, 2014.

The Amendment to Credit Agreement, among other things, (i) reduces the interest rate margins applicable to borrowings under the Revolving Facility and (ii) upon termination of the Revolving Facility, eliminates the covenants that require compliance with certain financial ratios. Borrowings under the Revolving Facility now bear interest at a rate per annum, at the Borrower’s election, equal to the prime rate of The Royal Bank of Scotland plc plus 0.625% or LIBOR plus 1.625%.

The Amendment to Existing Term Loan Joinder, among other things, (i) reduces the interest rate margins applicable to the Existing Term Loan and (ii) extends the maturity date of the Existing Term Loan from January 25, 2014, to March 6, 2014. Borrowings under the Existing Term Loan now bear interest at a rate per annum, at the Borrower’s election, equal to the prime rate of The Royal Bank of Scotland plc plus 0.50% or LIBOR plus 1.50%.

Pursuant to the terms of the New Term Loan Joinder, borrowings under the New Term Loan bear interest at a rate per annum, at the Borrower’s election, equal to the prime rate of The Royal Bank of Scotland plc plus 0.50% or LIBOR plus 1.50%. With respect to any borrowings under the Credit Agreement, interest on prime rate loans is due monthly, while interest on LIBOR loans is due at the end of the interest period (one, two, three or six months) for which such LIBOR rate is in effect.

The guarantees, security provisions, events of default and covenants applicable to the New Term Loan are the same as those applicable to the Existing Term Loan under the Credit Agreement. The proceeds of the New Term Loan may be used to finance a dividend to the Company to enable the Company to repurchase its capital stock and for general corporate purposes.

The above summary of the Amendment to Credit Agreement, the Amendment to Term Loan Joinder, the New Term Loan Joinder, the Credit Agreement and the Existing Term Loan Joinder is qualified in its entirety by reference to the complete terms and provisions of the Amendment to Credit Agreement, the Amendment to Term Loan Joinder and the New Term Loan Joinder, in each case filed herewith as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3, respectively, the Credit Agreement previously filed by the Company on Form 8-K on January 11, 2007, and the Existing Term Loan Joinder previously filed by the Company on Form 8-K on January 29, 2007.

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

See Item 1.01, which is incorporated by reference.

ITEM 9.01 -- FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

| Exhibit No | Description |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.1 | First Amendment, dated March 6, 2007, among Crown Castle International Corp., Crown Castle Operating Company, Crown Castle Operating LLC, the lenders named therein, and The Royal Bank of Scotland plc, as administrative agent |
| 10.2 | Amendment to Term Loan Joinder, dated March 6, 2007, among Crown Castle International Corp., Crown Castle Operating Company, the lenders named therein, and The Royal Bank of Scotland plc, as administrative agent |
| 10.3 | Term Loan Joinder, dated March 6, 2007, among Crown Castle International Corp., Crown Castle Operating Company, the lenders named therein, and The Royal Bank of Scotland plc, as administrative agent |

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.

Date: March 7, 2007

By: /s/ E. Blake Hawk

Name: E. Blake Hawk

Title: Executive Vice President and General Counsel

EXHIBIT INDEX

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FIRST AMENDMENT

FIRST AMENDMENT dated as of March 6, 2007 ("Amendment"), among CROWN CASTLE INTERNATIONAL CORP., a Delaware corporation ("Holdings"), CROWN CASTLE OPERATING COMPANY, a Delaware corporation (the "Borrower"), the Subsidiary Guarantors (as defined in the Credit Agreement (as defined below)), the Lenders (as defined in the Credit Agreement) party hereto and THE ROYAL BANK OF SCOTLAND PLC, as administrative agent (the "Administrative Agent"), to that certain Credit Agreement, dated as of January 9, 2007 (as amended, amended and restated, supplemented, restated, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the Borrower, the Subsidiary Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Administrative Agent.

WITNESSETH:

WHEREAS, the Borrower has requested that the Lenders and the Administrative Agent amend the Credit Agreement in the manner set forth herein.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Defined Terms. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as therein defined.
2. Amendment.

(a) Clause (a) of the definition of "Applicable Margin" in Section 1.1 of the Credit Agreement hereby is amended and restated in its entirety to read as follows:

(a) with respect to Revolving Loans (i) 0.625% for Revolving Loans maintained as ABR Loans and (ii) 1.625% for Revolving Loans maintained as Eurodollar Loans; provided that, on and after the first Adjustment Date (as defined in the Pricing Grid) occurring after the completion of one full fiscal quarter of Holdings, the Applicable Margin with respect to Revolving Loans and Swingline Loans will be determined pursuant to the Pricing Grid; and

(b) Clause (b) of Section 1.2 of the Credit Agreement is hereby amended by (i) deleting the text "and" immediately preceding subclause (v) of such clause (b) and substituting the text "," therefor and (ii) inserting the following text immediately prior to the period at the end of such clause (b):

"and (vi) upon the termination of all Revolving Commitments pursuant to Section 2.7 or Section 2.9, references to Section 7.1 or any clause or provision thereof shall cease to be of any force or effect hereunder or thereunder"

(c) Clause (b)(ii) of Section 2.23 of the Credit Agreement hereby is amended and restated in its entirety to read as follows:

"(ii) [Intentionally Omitted]."

(d) Section 7.1 of the Credit Agreement hereby is amended and restated in its entirety to read as follows:

"7.1 Financial Condition Covenants.

(a) Consolidated Leverage Ratio. Until such time as all Revolving Commitments shall have been terminated pursuant to Section 2.7 or Section 2.9, permit the Consolidated Leverage Ratio determined as of the last day of any fiscal quarter of the Borrower ending during any period set forth below to exceed the ratio set forth below opposite such period:

| <u>Period</u> | <u>Consolidated Leverage Ratio</u> |
|-------------------------|------------------------------------|
| through 03/31/08 | 9.25 to 1.00 |
| 04/01/08 and thereafter | 8.25 to 1.00 |

(b) Consolidated Interest Coverage Ratio. Until such time as all Revolving Commitments shall have been terminated pursuant to Section 2.7 or Section 2.9, permit the Consolidated Interest Coverage Ratio determined as of the last day of any fiscal quarter ending during any period set forth below to be less than the ratio set forth below opposite such period:

| <u>Period</u> | <u>Consolidated Interest Coverage Ratio</u> |
|-------------------------|---------------------------------------------|
| through 12/31/07 | 1.75 to 1.00 |
| 01/01/08 and thereafter | 2.00 to 1.00 |

(c) Securitization DSCR. Until such time as all Revolving Commitments shall have been terminated pursuant to Section 2.7 or Section 2.9, permit (i) the Tower Securitization DSCR determined as of the last day of any fiscal quarter to be less than 2.00 to 1.00, (ii) upon and after consummation of the Global Signal Acquisition, the Global Signal 2004 Securitization DSCR determined as of the last day of any fiscal quarter to be less than 1.75 to 1.00 and (iii) upon and after consummation of the Global Signal Acquisition, the Global Signal 2006 Securitization DSCR determined as of the last day of any fiscal quarter to be less than 1.75 to 1.00."

(e) Section 7.2(m) of the Credit Agreement hereby is amended and restated in its entirety to read as follows:

"(m) Indebtedness incurred by (i) the Tower Notes Guarantor, the Issuer Entity or any of their respective Subsidiaries in the form of (A) Permitted Indebtedness (as that term is defined in the Tower Notes Indenture) and (B) Additional Tower Notes so long as (1) all proceeds of the issuance of such Additional Tower Notes, net of reasonable and customary costs and expenses of issuance, are deposited immediately into the Collection Account, and (2) the Borrower makes any mandatory prepayment of the Loans required pursuant to Section 2.9(a) in connection therewith and (ii) upon and after consummation of the Global Signal Acquisition, the Global Signal 2004 Borrowers, the Global Signal 2004 Guarantor, the Global Signal 2006 Borrowers, the Global Signal 2006 Guarantor or any of their respective Subsidiaries in the form of Permitted Indebtedness (as that term is defined in the Global Signal 2004 Loan Agreement and Global Signal 2006 Loan Agreement, as applicable); provided that, in each case, the Consolidated Leverage Ratio (calculated on a pro forma basis as of the most recently completed fiscal quarter) is not greater than (x) 9.25 to 1.00, if such Indebtedness is incurred on or prior to March 31, 2008 and (y) 8.25 to 1.00, if such Indebtedness is incurred after March 31, 2008;"

(f) Section 7.2(p) of the Credit Agreement hereby is amended and restated in its entirety to read as follows:

"(p) other Indebtedness incurred by Holdings or any of its Subsidiaries (other than the Borrower or any of its Subsidiaries); provided that (i) no Default or Event of Default shall have occurred and be continuing or would result therefrom and (ii) the Consolidated Leverage Ratio (calculated on a pro forma basis as of the most recently completed fiscal quarter) is not greater than (x) 9.25 to 1.00, if such Indebtedness is incurred on or prior to March 31, 2008 and (y) 8.25 to 1.00, if such Indebtedness is incurred after March 31, 2008; and"

(g) Annex A to the Credit Agreement hereby is deleted and replaced with Annex A hereto.

3. Effectiveness of Amendment. This Amendment shall become effective as of the date hereof (the "Effective Date") when:

(a) all of the Revolving Lenders, the Major Facility Lenders with respect to the Term Loan Facility and the Required Lenders have duly executed and delivered a counterpart of this Amendment and Holdings, the Borrower and the Subsidiary Guarantors have delivered duly executed counterparts of this Amendment to the Administrative Agent;

(b) all conditions precedent to (i) the Amendment to Term Loan Joinder, dated as of the date hereof among Holdings, the Borrower, the Subsidiary Guarantors, the Tranche B Lenders (as defined therein) and the Administrative Agent and (ii) the Term Loan Joinder, dated as of the date hereof, among Holdings, the Borrower, the Subsidiary Guarantors, the Tranche B Lenders (as defined therein) and the Administrative Agent shall have been met (in each case, other than any condition precedent that this Amendment shall have become effective); and

(c) the Administrative Agent has received payment from the Borrower for any and all fees, costs and expenses (including those of legal counsel) relating to the Credit Agreement and this Amendment.

4. **Representations and Warranties.** As of the Effective Date, before and after giving effect to this Amendment, each of the Borrower and the other Loan Parties hereby represents and warrants to the Administrative Agent and each Lender that:

(a) each Loan Party has the corporate power and authority, and the legal right, to make, deliver and perform this Amendment and each Loan Party has taken all necessary corporate action to authorize the execution, delivery and performance of this Amendment. No material consent or authorization of, filing with, notice to or other act by or in respect of, any Governmental Authority (including without limitation, the FCC, the FAA or any other Licensing Authority) or any other Person is required with the execution, delivery, performance, validity or enforceability of this Amendment which has not been obtained;

(b) the Credit Agreement, as amended by this Amendment, constitutes a legal, valid and binding obligation of each Loan Party party thereto, enforceable against each such Loan Party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by general equitable principles (whether enforcement is sought by proceedings in equity or at law);

(c) no Default or Event of Default has occurred or is continuing; and

(d) each of the representations and warranties in or pursuant to the Loan Documents is true and correct in all material respects on and as of the Effective Date as if made on and as of such date except to the extent such representations and warranties relate to an earlier date in which case such representation and warranty was true and correct in all material respects as of such earlier date.

5. Status of Loan Documents.

(a) This Amendment is limited solely for the purposes and to the extent expressly set forth herein, and, except as expressly consented to and amended hereby, the terms, provisions and conditions of the Loan Documents and the Liens granted under the Loan Documents shall continue in full force and effect and are hereby ratified and confirmed in all respects; and

(b) No consent, amendment or waiver of any terms or provisions of the Credit Agreement made hereunder shall relieve the Borrower or any other Loan Party from complying with any other term or provision of the Credit Agreement or the other Loan Documents.

6. Miscellaneous.

(a) No Waiver, Cumulative Remedies. No failure or delay or course of dealing on the part of the Lenders in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Lenders would otherwise have. No notice to or demand on the Borrower or any other Loan Party in any case shall entitle the Company to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Lenders to any other or further action in any circumstances without notice or demand.

(b) Ratification and Reaffirmation; Confirmation; Acknowledgment. Each Guarantor (i) ratifies and reaffirms the Loan Documents to which such Guarantor is a party, (ii) confirms such Guarantor's agreement to the terms of this Amendment and (iii) acknowledges that such Guarantor has no offsets or defenses to such Guarantor's obligations under the Loan Documents to which such Guarantor is a party and no claims or counterclaims against the Lenders.

(c) Expenses. The Borrower agrees to pay and reimburse the Administrative Agent for all of its reasonable costs and expenses (including, without limitation, reasonable fees and disbursements of legal counsel) incurred up to and on the Effective Date in connection with the Credit Agreement or this Amendment.

(d) Headings Descriptive. The headings of the several Sections and subsections of this Amendment are inserted for convenience only and shall not in any way affect the meaning or construction of any provision.

(e) Severability. In case any provision in or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(f) Counterparts. This Amendment may be executed and delivered in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The delivery of a counterpart may be made by facsimile or electronic transmission.

(g) Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

**CROWN CASTLE INTERNATIONAL
CORP.**

By: /s/ Jay A. Brown

Name: Jay A. Brown
Title: Vice President

CROWN CASTLE OPERATING COMPANY

By: /s/ Jay A. Brown

Name: Jay A. Brown
Title: Vice President

CROWN CASTLE OPERATING LLC

By: /s/ Jay A. Brown

Name: Jay A. Brown
Title: Vice President

**THE ROYAL BANK OF SCOTLAND PLC, as Administrative Agent and as
a Lender**

By: /s/ Vincent Fitzgerald

Name: Vincent Fitzgerald
Title: Managing Director

SIGNATURE PAGE TO THE FIRST AMENDMENT, DATED AS OF THE FIRST DATE WRITTEN ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF JANUARY 9, 2007, AMONG CROWN CASTLE OPERATING COMPANY, CROWN CASTLE INTERNATIONAL CORP., THE SUBSIDIARY GUARANTORS IDENTIFIED AS SUCH ON THE SIGNATURE PAGES THERETO, THE LENDERS FROM TIME TO TIME PARTY THERETO, AND THE ROYAL BANK OF SCOTLAND PLC, AS ADMINISTRATIVE AGENT

NAME OF INSTITUTION:

MORGAN STANLEY BANK, as a Lender

By: /s/ Elizabeth Hendricks

Name: Elizabeth Hendricks

Title: Authorized Signatory

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NAME OF INSTITUTION:

JP MORGAN CHASE BANK, N.A., as a Lender

By: /s/ Christophe Vohmann

Name: Christophe Vohmann

Title: Vice President

SIGNATURE PAGE TO THE FIRST AMENDMENT, DATED AS OF THE FIRST DATE WRITTEN ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF JANUARY 9, 2007, AMONG CROWN CASTLE OPERATING COMPANY, CROWN CASTLE INTERNATIONAL CORP., THE SUBSIDIARY GUARANTORS IDENTIFIED AS SUCH ON THE SIGNATURE PAGES THERETO, THE LENDERS FROM TIME TO TIME PARTY THERETO, AND THE ROYAL BANK OF SCOTLAND PLC, AS ADMINISTRATIVE AGENT

NAME OF INSTITUTION:

WACHOVIA BANK, N.A., as a Lender

By: /s/ Scott Suddreth

Name: Scott Suddreth

Title: Vice President

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NAME OF INSTITUTION:

**KEY BANK NATIONAL ASSOCIATION, as a
Lender**

By: /s/ Jennifer A. O'Brien

Name: Jennifer A. O'Brien
Title: Vice President

SIGNATURE PAGE TO THE FIRST AMENDMENT, DATED AS OF THE FIRST DATE WRITTEN ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF JANUARY 9, 2007, AMONG CROWN CASTLE OPERATING COMPANY, CROWN CASTLE INTERNATIONAL CORP., THE SUBSIDIARY GUARANTORS IDENTIFIED AS SUCH ON THE SIGNATURE PAGES THERETO, THE LENDERS FROM TIME TO TIME PARTY THERETO, AND THE ROYAL BANK OF SCOTLAND PLC, AS ADMINISTRATIVE AGENT

NAME OF INSTITUTION:

**LEHMAN BROTHERS COMMERCIAL BANK, as a
Lender**

By: /s/ Brian McNany

Name: Brian McNany

Title: Authorized Signatory

SIGNATURE PAGE TO THE FIRST AMENDMENT, DATED AS OF THE FIRST DATE WRITTEN ABOVE, TO THE CREDIT AGREEMENT, DATED AS OF JANUARY 9, 2007, AMONG CROWN CASTLE OPERATING COMPANY, CROWN CASTLE INTERNATIONAL CORP., THE SUBSIDIARY GUARANTORS IDENTIFIED AS SUCH ON THE SIGNATURE PAGES THERETO, THE LENDERS FROM TIME TO TIME PARTY THERETO, AND THE ROYAL BANK OF SCOTLAND PLC, AS ADMINISTRATIVE AGENT

NAME OF INSTITUTION:

CALYON, NEW YORK BRANCH, as a Lender

By: /s/ Michael George

Name: Michael George
Title: Managing Director

By: /s/ John McCloskey

Name: John McCloskey
Title: Managing Director

PRICING GRID FOR REVOLVING LOANS AND

SWINGLINE LOANS

| Pricing Level | Applicable Margin for Eurodollar Loans | Applicable Margin for Base Rate Loans |
|---------------|----------------------------------------|---------------------------------------|
| I | 1.625% | 0.625% |
| II | 1.500% | 0.500% |
| III | 1.375% | 0.375% |
| IV | 1.250% | 0.250% |

The Applicable Margin for Revolving Loans and Swingline Loans shall be adjusted, on and after the first Adjustment Date (as defined below) occurring after the completion of one full fiscal quarter of Holdings after the Closing Date and on each subsequent Adjustment Date, based on changes in the Consolidated Leverage Ratio, with such adjustments to become effective on the date (the "Adjustment Date") that is three Business Days after the date on which the relevant financial statements are delivered to the Lenders pursuant to Section 6.1 and to remain in effect until the next adjustment to be effected pursuant to this paragraph. If any financial statements referred to above are not delivered within the time periods specified in Section 6.1, then, until the date that is three Business Days after the date on which such financial statements are delivered, the highest rate set forth in each column of the Pricing Grid shall apply. On each Adjustment Date, the Applicable Margin for Revolving Loans and Swingline Loans shall be adjusted to be equal to the Applicable Margin opposite the Pricing Level determined to exist on such Adjustment Date from the financial statements relating to such Adjustment Date.

As used herein, the following rules shall govern the determination of Pricing Levels on each Adjustment Date:

"Pricing Level I" shall exist on an Adjustment Date if the Consolidated Leverage Ratio for the relevant period is greater than or equal to 8.00 to 1.00.

"Pricing Level II" shall exist on an Adjustment Date if the Consolidated Leverage Ratio for the relevant period is less than 8.00 to 1.00 but greater than or equal to 7.50 to 1.00.

"Pricing Level III" shall exist on an Adjustment Date if the Consolidated Leverage Ratio for the relevant period is less than 7.50 to 1.00 but greater than or equal to 7.00 to 1.00.

"Pricing Level IV" shall exist on an Adjustment Date if the Consolidated Leverage Ratio for the relevant period is less than 7.00 to 1.00.

AMENDMENT TO TERM LOAN JOINDER

AMENDMENT TO TERM LOAN JOINDER, dated as of March 6, 2007 (this "Amendment"), among CROWN CASTLE INTERNATIONAL CORP., a Delaware corporation ("Holdings"), CROWN CASTLE OPERATING COMPANY, a Delaware corporation (the "Borrower"), certain Subsidiaries of Holdings (the "Subsidiary Guarantors" and together with Holdings, the "Guarantors"), the several banks and other financial institutions or entities parties hereto (the "Tranche B Lenders") and THE ROYAL BANK OF SCOTLAND PLC, as administrative agent (the "Administrative Agent").

WHEREAS Holdings, the Borrower, certain of the Tranche B Lenders and the Administrative Agent have heretofore entered into that certain Term Loan Joinder, dated as of January 26, 2007 (as amended, amended and restated, supplemented, restated, replaced, refinanced or otherwise modified from time to time, the "Term Loan Joinder") pursuant to which Term Loans were provided to the Borrower in the amount of \$600,000,000;

WHEREAS the Tranche B Lenders and the Administrative Agent are willing to amend certain provisions of the Term Loan Joinder subject to the conditions set forth herein;

NOW, THEREFORE, Holdings, the Borrower, the Tranche B Lenders and the Administrative Agent hereby agree as follows:

1. Definitions. Capitalized terms used herein which are not defined herein and which are defined in the Term Loan Joinder shall have the same meanings as therein defined.

2. Amendment. Effective as of the date hereof (but subject to the occurrence of the Amendment Effective Date):

(i) Section 2(b) of the Term Loan Joinder is hereby amended and restated in its entirety to read as follows:

"(b) All then outstanding Tranche B Term Loans shall be repaid on March 6, 2014."

(ii) Section 2(c) of the Term Loan Joinder is hereby amended and restated in its entirety to read as follows:

"(c) The Applicable Margin with respect to the Tranche B Term Loans shall be, for any day, a rate per annum equal to (i) 0.50% for Tranche B Term Loans maintained as ABR Loans and (ii) 1.50% for Tranche B Term Loans maintained as Eurodollar Loans; provided that the Applicable Margins (which, for such purposes only, shall be deemed to include all upfront or similar fees or original issue discount payable to all Lenders providing such Term Loans) for any new Term Loans made after the date of this Term Loan Joinder shall not be greater than the highest Applicable Margins that may, under any circumstances, be payable with respect to any outstanding Tranche B Term Loans made pursuant to this Term Loan Joinder plus 25 basis points, except to the extent that the Applicable Margins applicable to all outstanding Tranche B Term Loans are increased to the extent necessary to achieve the foregoing."

Except expressly as so amended by this Amendment, the Term Loan Joinder shall continue in full force and effect in accordance with its terms.

3. Conditions to the Effectiveness of the Amendment. This Amendment, and the amendments and modifications contained herein, shall be and become effective on the date (the "Amendment Effective Date") when each of the following conditions is satisfied:

(a) The Administrative Agent shall have received duly executed and delivered counterparts of this Amendment that, when taken together, bear the signatures of the Borrower, Holdings, the Administrative Agent and each Term Loan Lender.

(b) All fees required to be paid, and all expenses for which invoices have been presented (including the reasonable fees and expenses of legal counsel), in connection with this Amendment shall have been paid or reimbursed, as the case may be.

(c) Each of the representations and warranties made or deemed to be made in this Amendment shall be true and correct.

4. Representations and Warranties. The Borrower hereby represents and warrants to the Administrative Agent and each Lender as follows:

(a) Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents is true and correct in all material respects on and as of the Amendment Effective Date as if made on and as of such date except to the extent that such representations and warranties relate to an earlier date, in which case such representation and warranty was true and correct in all material respects as of such earlier date.

(b) No Default or Event of Default has occurred and is continuing.

5. Miscellaneous.

(a) Limited Amendment. This Amendment is limited solely for the purposes and to the extent expressly set forth herein, and, except as expressly consented to and amended hereby, the terms, provisions and conditions of the Term Loan Joinder shall continue in full force and effect and are hereby ratified and confirmed in all respects.

(b) No Waiver, Cumulative Remedies. No failure or delay or course of dealing on the part of the Tranche B Lenders in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Tranche B Lenders would otherwise have. No notice to or demand on the Borrower or any other Loan Party in any case shall entitle the Borrower to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Tranche B Lenders to any other or further action in any circumstances without notice or demand.

(c) Ratification and Reaffirmation; Confirmation; Acknowledgment. Each Guarantor (i) ratifies and reaffirms the Loan Documents to which such Guarantor is a party, (ii) confirms such Guarantor's agreement to the terms of this Amendment and (iii) acknowledges that such Guarantor has no offsets or defenses to such Guarantor's obligations under the Loan Documents to which such Guarantor is a party and no claims or counterclaims against the Lenders.

(d) Expenses. The Borrower agrees to pay and reimburse the Administrative Agent for all of its reasonable costs and expenses (including, without limitation, reasonable fees and disbursements of legal counsel) incurred up to and on the Amendment Effective Date in connection with the Term Loan Joinder or this Amendment.

(e) Headings Descriptive. The headings of the several Sections and subsections of this Amendment are inserted for convenience only and shall not in any way affect the meaning or construction of any provision.

(f) Severability. In case any provision in or obligation under this Amendment shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(g) Counterparts. This Amendment may be executed and delivered in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. The delivery of a counterpart may be made by facsimile or electronic transmission.

(h) Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

**CROWN CASTLE INTERNATIONAL
CORP.**

By: /s/ Jay A. Brown

Name: Jay A. Brown
Title: Vice President

CROWN CASTLE OPERATING COMPANY

By: /s/ Jay A. Brown

Name: Jay A. Brown
Title: Vice President

CROWN CASTLE OPERATING LLC

By: /s/ Jay A. Brown

Name: Jay A. Brown
Title: Vice President

**THE ROYAL BANK OF SCOTLAND PLC, as Administrative
Agent**

By: /s/ Vincent Fitzgerald

Name: Vincent Fitzgerald
Title: Managing Director

SIGNATURE PAGE TO THE AMENDMENT TO TERM LOAN JOINDER, DATED AS OF THE FIRST DATE WRITTEN ABOVE, AMONG CROWN CASTLE OPERATING COMPANY, CROWN CASTLE INTERNATIONAL CORP., THE SUBSIDIARY GUARANTORS IDENTIFIED AS SUCH ON THE SIGNATURE PAGES THERETO, THE LENDERS FROM TIME TO TIME PARTY THERETO, AND THE ROYAL BANK OF SCOTLAND PLC, AS ADMINISTRATIVE AGENT

NAME OF INSTITUTION:

THE ROYAL BANK OF SCOTLAND PLC,
AS A TERM LOAN LENDER

By: /s/ Vincent Fitzgerald

Name: Vincent Fitzgerald
Title: Managing Director

SIGNATURE PAGE TO THE AMENDMENT TO TERM LOAN JOINDER, DATED AS OF THE FIRST DATE WRITTEN ABOVE, AMONG CROWN CASTLE OPERATING COMPANY, CROWN CASTLE INTERNATIONAL CORP., THE SUBSIDIARY GUARANTORS IDENTIFIED AS SUCH ON THE SIGNATURE PAGES THERETO, THE LENDERS FROM TIME TO TIME PARTY THERETO, AND THE ROYAL BANK OF SCOTLAND PLC, AS ADMINISTRATIVE AGENT

NAME OF INSTITUTION:

MORGAN STANLEY SENIOR FUNDING, INC.
AS A TERM LOAN LENDER

By: /s/ Andrew Earls

Name: Andrew Earls
Title: Vice President

SIGNATURE PAGE TO THE AMENDMENT TO TERM LOAN JOINDER, DATED AS OF THE FIRST DATE WRITTEN ABOVE, AMONG CROWN CASTLE OPERATING COMPANY, CROWN CASTLE INTERNATIONAL CORP., THE SUBSIDIARY GUARANTORS IDENTIFIED AS SUCH ON THE SIGNATURE PAGES THERETO, THE LENDERS FROM TIME TO TIME PARTY THERETO, AND THE ROYAL BANK OF SCOTLAND PLC, AS ADMINISTRATIVE AGENT

NAME OF INSTITUTION:

JP MORGAN CHASE BANK, N.A.
AS A TERM LOAN LENDER

By: /s/ Christophe Vohmann

Name: Christophe Vohmann
Title: Vice President

TERM LOAN JOINDER

TERM LOAN JOINDER, dated as of March 6, 2007 (this "Term Loan Joinder"), to the Credit Agreement, dated as of January 9, 2007 (as amended, amended and restated, supplemented, restated, replaced, refinanced or otherwise modified from time to time, the "Credit Agreement"), among CROWN CASTLE INTERNATIONAL CORP., a Delaware corporation ("Holdings"), CROWN CASTLE OPERATING COMPANY, a Delaware corporation (the "Borrower"), the Subsidiary Guarantors (as defined therein) from time to time party thereto, the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders") and THE ROYAL BANK OF SCOTLAND PLC, as administrative agent (the "Administrative Agent").

WHEREAS pursuant to Section 2.23 of the Credit Agreement, the Borrower has requested that the Persons listed on Schedule 1 hereto (the "Tranche B Lenders") provide Term Loans to the Borrower under the Credit Agreement in an aggregate principal amount of \$50,000,000 (such Term Loans, the "Tranche B Term Loans");

WHEREAS the Tranche B Lenders are willing to provide the Tranche B Term Loans to the Borrower, in each case on the terms and subject to the conditions set forth herein; and

WHEREAS Morgan Stanley Senior Funding, Inc., RBS Securities Corporation and J.P. Morgan Securities Inc. will act as joint lead arrangers and joint bookrunners in respect of the Tranche B Term Loans;

NOW, THEREFORE, Holdings, the Borrower, the Tranche B Lenders and the Administrative Agent hereby agree as follows:

1. Definitions. Capitalized terms used herein which are not defined herein and which are defined in the Credit Agreement shall have the same meanings as therein defined.
2. Terms of the Tranche B Term Loans. The Tranche B Term Loans shall have the following terms:
 - (a) The Tranche B Term Loans shall mature in consecutive quarterly installments (each due on the last day of each calendar quarter), commencing on April 1, 2007, each of which shall be in an amount equal to (i) in the case of each such installment other than the one described in clause (ii) hereof, 0.25% of the aggregate outstanding principal amount of Tranche B Term Loans and (ii) in the case of the last such installment, the entire remaining outstanding principal amount of Tranche B Term Loans.
 - (b) All then outstanding Tranche B Term Loans shall be repaid on the date that is seven years after the Term Loan Effective Date (as defined below).
 - (c) The Applicable Margin with respect to the Tranche B Term Loans shall be, for any day, a rate per annum equal to (i) 0.50% for Tranche B Term Loans maintained as ABR Loans and (ii) 1.50% for Tranche B Term Loans maintained as Eurodollar Loans; provided that the Applicable Margins (which, for such purposes only, shall be deemed to include all upfront or similar fees or original issue discount payable to all Lenders providing such Term Loans) for any new Term Loans made after the date of this Term Loan Joinder shall not be greater than the highest Applicable Margins that may, under any circumstances, be payable with respect to any outstanding Tranche B Term Loans made pursuant to this Term Loan Joinder plus 25 basis points, except to the extent that the Applicable Margins applicable to all outstanding Tranche B Term Loans are increased to the extent necessary to achieve the foregoing.
 - (d) The Tranche B Term Loans shall only be utilized to finance a dividend to Holdings to enable Holdings to repurchase its capital stock and for general corporate purposes.
 - (e) All other terms and provisions of the Tranche B Term Loans shall be as set forth in the Credit Agreement.
3. Conditions to the Effectiveness of the Term Loan Commitment and the Making of the Tranche B Term Loans. The Term Loan Commitment of each Tranche B Lender shall become effective as of March 6, 2007 (the "Term Loan Effective Date"); provided that each of the following conditions is satisfied:
 - (a) The Administrative Agent shall have received duly executed and delivered counterparts of (i) this Term Loan Joinder that, when taken together, bear the signatures of the Borrower, Holdings, the Administrative Agent and each Tranche B Lender and (ii) the reaffirmation agreement (the "Reaffirmation Agreement") attached hereto as Exhibit A.
 - (b) All fees required to be paid, and all expenses for which invoices have been presented (including the reasonable fees and expenses of legal counsel), in connection with this Term Loan Joinder shall have been paid or reimbursed, as the case may be.
 - (c) Each of the representations and warranties made or deemed to be made in this Term Loan Joinder shall be true and correct.
 - (d) The Administrative Agent shall have received the executed legal opinion of (x) Cravath, Swaine & Moore LLP, counsel to Holdings, the Borrower and the Subsidiaries, (y) Delaware counsel to the Loan Parties and (z) general counsel to the Loan Parties, each in form and substance reasonably satisfactory to the Administrative Agent.

(e) Each document (including any Uniform Commercial Code financing statement) required by the Security Documents or under law or reasonably requested by the Administrative Agent to be filed, registered or recorded in order to create in favor of the Administrative Agent, for the benefit of the Lenders, a perfected Lien on the Collateral described therein, prior and superior in right to any other Person (other than with respect to Liens expressly permitted by Section 7.3), shall be in proper form for filing, registration or recordation.

(f) The Administrative Agent shall have received reasonably satisfactory evidence that the Board of Directors (or such similar governing body) of the Borrower, Holdings and each other Loan Party has approved the execution and delivery of this Term Loan Joinder and the Reaffirmation Agreement and the performance of the transactions contemplated hereby and thereby.

(g) Each of (i) the First Amendment dated as of March 6, 2007, among Holdings, the Borrower, the Subsidiary Guarantors party thereto, the Lenders party thereto and the Administrative Agent and (ii) the Amendment to Term Loan Joinder dated as of March 6, 2007, among Holdings, the Borrower, the Term Lenders party thereto and the Administrative Agent shall have become effective.

4. Representations and Warranties. The Borrower hereby represents and warrants to the Administrative Agent and each Lender as follows:

(a) Each of the representations and warranties made by any Loan Party in or pursuant to the Loan Documents is true and correct in all material respects on and as of the Term Loan Effective Date as if made on and as of such date except to the extent that such representations and warranties relate to an earlier date, in which case such representation and warranty was true and correct in all material respects as of such earlier date.

(b) No Default or Event of Default has occurred and is continuing or would result from the borrowings to be made on the Term Loan Effective Date.

5. Loans; Commitments. Pursuant to Section 2.23 of the Credit Agreement, by execution and delivery of this Term Loan Joinder, together with the satisfaction of all of the other requirements and conditions set forth in this Term Loan Joinder, each undersigned Tranche B Lender (a) shall have, on and as of the Term Loan Effective Date, a Term Loan Commitment equal to the amount set forth next to its name on Schedule 1 attached hereto, (b) shall be, and shall be deemed to be, a "Term Loan Lender" under, and as such term is defined in, the Credit Agreement and (c) severally agrees to make a Term Loan to the Borrower on the Term Loan Effective Date in an amount not to exceed the Term Loan Commitment of such Lender.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Term Loan Joinder to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above written.

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ Jay A. Brown

Name: Jay A. Brown
Title: Vice President

CROWN CASTLE OPERATING COMPANY

By: /s/ Jay A. Brown

Name: Jay A. Brown
Title: Vice President

THE ROYAL BANK OF SCOTLAND PLC, as Administrative Agent

By: /s/ Vincent Fitzgerald

Name: Vincent Fitzgerald
Title: Managing Director

THE ROYAL BANK OF SCOTLAND PLC, as a Term Loan Lender

By: /s/ Vincent Fitzgerald

Name: Vincent Fitzgerald
Title: Managing Director

**MORGAN STANLEY SENIOR FUNDING, INC., as a Term Loan
Lender**

By: /s/ Andrew Earls

Name: Andrews Earls

Title: Vice President

JPMORGAN CHASE BANK, N.A., as a Term Loan Lender

By: /s/ Peter B. Thauer

Name: Peter B. Thauer
Title: Executive Director

REAFFIRMATION AGREEMENT, dated as of March 6, 2007 (as amended, supplemented or otherwise modified from time to time, this "Agreement"), among Crown Castle Operating Company (the "Borrower"), Crown Castle International Corp. ("Holdings") and Crown Castle Operating LLC (collectively, the "Reaffirming Parties") and The Royal Bank of Scotland plc, as administrative agent (in such capacity, the "Administrative Agent").

WHEREAS the Holdings, the Borrower, the Term Loan Lenders listed on Schedule 1 thereto and the Administrative Agent have entered into the Term Loan Joinder, dated as of the date hereof (the "Term Loan Joinder"), which supplements the Credit Agreement, dated as of January 9, 2007 (the "Credit Agreement"), among Holdings, the Borrower, the Subsidiary Guarantors party thereto, the Lenders party thereto and the Administrative Agent.

WHEREAS each Reaffirming Party is party to one or more of the Loan Documents.

WHEREAS each Reaffirming Party expects to realize, or has realized, substantial direct and indirect benefits as a result of the Term Loan Joinder becoming effective and the transactions contemplated thereby being consummated.

WHEREAS the execution and delivery of this Agreement is a condition precedent to the effectiveness of the Term Loan Joinder and the consummation of the transactions contemplated thereby.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Reaffirmation

SECTION 1.01. Defined Terms

. Capitalized terms used and not defined herein have the meanings given to them in the Credit Agreement.

SECTION 1.02. Reaffirmation

. (a) Each Reaffirming Party hereby (i) consents to the Term Loan Joinder and the transactions contemplated thereby and (ii) confirms its respective guarantees and grants of security interests, as applicable, under each of the Loan Documents to which it is party, and agrees that, notwithstanding the effectiveness of the Term Loan Joinder, such guarantees and grants of security interests shall continue to be in full force and effect and shall accrue to the benefit of the Secured Parties (as defined in the Security Agreement).

SECTION 1.03. Grant of Security Interest; Authorization. In furtherance of the reaffirmations set forth in the preceding Section 1.02, each Reaffirming Party hereby assigns, pledges and grants to the Administrative Agent, and its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all its respective Collateral (as defined in the Security Agreement and/or the Pledge Agreement, as applicable), as security for the Obligations. Pursuant to Section 9-509 of the UCC and any other applicable law, each Reaffirming Party authorizes the Agent to file or record financing statements and other filing or recording documents or instruments with respect to its respective Collateral without the signature of such Reaffirming Party.

ARTICLE II

Miscellaneous

SECTION 2.01. Security Document

. This Agreement is a Security Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 2.02. Effectiveness; Counterparts

. This Agreement shall become effective on the date when copies hereof which, when taken together, bear the signatures of each Reaffirming Party and the Administrative Agent, shall have been received by the Administrative Agent (or its counsel). This Agreement may not be amended nor may any provision hereof be waived except pursuant to a writing signed by each of the parties hereto. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart of a signature page of this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 2.03. No Novation

. This Agreement shall not extinguish the obligations for the payment of money outstanding under the Credit Agreement or discharge or release the priority of any Loan Document or any other security therefor. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Credit Agreement or instruments securing the same, which shall remain in full force and effect, except to any extent modified hereby or by instruments executed concurrently herewith. Nothing implied in this Agreement or in any other document contemplated hereby shall be construed as a release or other discharge of the Borrower or any other Loan Party under any Loan Document from any of its obligations and liabilities under the Credit Agreement or the other Loan Documents. Each of the Credit Agreement and the other Loan Documents shall remain in full force and effect, until (as applicable) and except to any extent modified hereby or in connection herewith.

SECTION 2.04. GOVERNING LAW

. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 2.05. No Other Amendments; Confirmation

. Except as expressly set forth herein, no other amendments to any Loan Document are intended hereby and all other provisions of the Loan Documents are and shall remain in full force and effect.

[The remainder of the page has been intentionally left blank.]

IN WITNESS WHEREOF, each Reaffirming Party and the Administrative Agent, for the benefit of the Secured Parties, have caused this Agreement to be duly executed by their respective officers as of the date first above written.

CROWN CASTLE OPERATING COMPANY, as a Reaffirming Party,

By: /s/ Jay A. Brown

Name: Jay A. Brown
Title: Vice President

CROWN CASTLE INTERNATIONAL CORP., as a Reaffirming Party,

By: /s/ Jay A. Brown

Name: Jay A. Brown
Title: Vice President

CROWN CASTLE OPERATING LLC, as a Reaffirming Party,

By: /s/ Jay A. Brown

Name: Jay A. Brown
Title: Vice President

THE ROYAL BANK OF SCOTLAND PLC, as Administrative Agent

By: /s/ Vincent Fitzgerald

Name: Vincent Fitzgerald
Title: Managing Director