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): November 29, 2006

Crown Castle International Corp.

(Exact Name of Registrant as Specified in its Charter)

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

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))

ITEM 1.01 – ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On November 29, 2006, Crown Castle Towers LLC ("Issuer Entity") and certain of its direct subsidiaries issued $1,550,000,000 aggregate principal amount of Senior Secured Tower Revenue Notes, Series 2006-1 ("2006-1 Notes"), as additional debt securities under the Indenture dated as of June 1, 2005 (as amended, "Indenture"), by and among Issuer Entity, Crown Castle South LLC, Crown Communication Inc., Crown PT Inc., Crown Communication New York, Inc. and Crown Castle International Corp. de Puerto Rico (collectively, "Initial Issuers") and The Bank of New York (as successor to JPMorgan Chase Bank, N.A.), as trustee ("Indenture Trustee"), pursuant to which the Initial Issuers issued the Senior Secured Tower Revenue Notes, Series 2005-1 ("2005-1 Notes" and, together with the 2006-1 Notes and any other notes issued under the Indenture, "Notes") on June 8, 2005. The 2006-1 Notes were issued pursuant to an indenture supplement dated as of November 29, 2006 ("Indenture Supplement"), by and among Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC, Crown MUPA LLC (collectively, "Additional Issuers" and, together with the Initial Issuers, "Issuers"), the Initial Issuers and the Indenture Trustee. All the Issuers are indirect subsidiaries of Crown Castle International Corp. ("Company"). Pursuant to the Indenture Supplement, the Additional Issuers also became issuers of the 2005-1 Notes and any other Notes to be issued under the Indenture. The 2006-1 Notes constitute a new Series of Notes under the Indenture and were issued in seven separate Classes as indicated in the table below. Each Class of 2006-1 Notes will rank pari passu with each other Class of Notes of any other Series issued under the Indenture (including the 2005-1 Notes) that bears the same alphabetical Class designation. Each of the Class B, Class C, Class D, Class E, Class F and Class G Notes are subordinated in right of payment to any other Class which has an earlier alphabetical designation. Capitalized terms used but not defined herein shall have the meanings assigned thereto in the Indenture.

Senior Secured Tower Revenue Notes, Series 2006-1

Class	Initial Class Principal Balance	Interest Rate	Rating (Moody's/Fitch)
Class A-FX	$ 453,540,000	5.2446%	Aaa/AAA
Class A-FL	$ 170,000,000	LIBOR +0.1700%[1]	Aaa/AAA
Class B	$ 150,155,000	5.3620%	Aa2/AA
Class C	$ 150,155,000	5.4696%	A2/A
Class D	$ 150,150,000	5.7724%	Baa2/BBB
Class E	$ 144,000,000	6.0652%	Baa3/BBB-
Class F	$ 249,000,000	6.6496%	Ba1/BB+
Class G	$ 83,000,000	6.7954%	Ba2/BB

The Notes are guaranteed by CC Towers Guarantor LLC ("Guarantor"), an indirect wholly owned subsidiary of the Company and the direct parent of the Issuer Entity. The Guarantor's only material asset is its equity interest in the Issuer Entity. The Notes are obligations solely of the Issuers and are not guaranteed by the Company or any affiliate of the Company other than the Guarantor.

The Notes will be paid solely from the cash flows generated from operation of the Tower Sites held directly and indirectly by the Issuers and, in the case of the Class A-FL Notes, payments made pursuant to the applicable

[1] The Class A-FL Notes that are 2006-1 Notes bear interest at a floating rate based on LIBOR. Holders of the Class A-FL Notes that are 2006-1 Notes have the benefit of an interest rate swap contract ("2006-1 Swap Contract") between the Indenture Trustee and Morgan Stanley Capital Services Inc., as swap counterparty ("Swap Counterparty"). None of the Issuers, the Indenture Trustee or the Servicer will have any obligations or liability with the respect to the 2006-1 Swap Contract. As a result, the obligations of the Issuers for the payment of interest on the Class A-FL Notes that are 2006-1 Notes will be limited to the payment of interest computed at a fixed rate equal to the interest rate on the Class A-FX Notes that are 2006-1 Notes.

Swap Contract. In connection with the issuance of the 2006-1 Notes, the Additional Issuers were converted into special purpose entities that are prohibited from owning any assets other than their Tower Sites and related assets and from incurring any debt other than as contemplated by the Indenture. Under the Indenture, the Issuers and their subsidiaries will be permitted to acquire additional Tower Sites and to issue new and additional notes so long as the Debt Service Coverage Ratio of the Issuers is at least 2.00x. As of September 30, 2006, the Issuers and their subsidiaries held over 11,527 Tower Sites in the United States and Puerto Rico.

The Notes are secured by a first priority security interest granted by the Issuers in all of their assignable personal property, the space licenses pursuant to which wireless communication companies or other users lease space on the Tower Sites and the revenues associated with the space licenses. The equity interests in each of the Issuers and their respective subsidiaries have also been pledged to secure repayment of the Notes. Approximately 4,888 Tower Sites are held by Crown Atlantic Company LLC ("Crown Atlantic") and Crown Castle GT Company LLC ("Crown GT"), indirect subsidiaries of the Issuer Entity, whose governing instruments generally prevent them from issuing debt and granting liens on their assets without the approval of certain subsidiaries of Verizon Communications. Consequently, while distributions paid to the Issuers by Crown Atlantic and Crown GT will service the Notes, the Notes are not obligations of, nor are the Notes secured by the cash flows or any other assets of, Crown Atlantic and Crown GT.

The 2006-1 Notes have a stated maturity date of November 15, 2036. No principal payments in respect of the 2006-1 Notes are required to be made prior to November 15, 2011, unless an Amortization Period commences, the 2005-1 Notes are not paid in full on or prior to the Anticipated Repayment Date for such Notes or certain casualty or condemnation events occur. During an Amortization Period and after the earliest Anticipated Repayment Date for any Series of Notes then outstanding, Excess Cash Flow of the Issuers will be used to repay principal of the Notes in the manner set forth in the Indenture. An Amortization Period will commence as of the end of any calendar quarter if the Debt Service Coverage Ratio of the Issuers falls below 1.45x and will continue to exist until the end of any calendar quarter for which such ratio exceeds such level. In addition, after November 15, 2011, additional interest will accrue on any outstanding 2006-1 Notes at a per annum rate equal to the greater of 5% and the rate computed pursuant to the formula specified in the Indenture.

During the continuation of a Cash Trap Condition, all Excess Cash Flow will be deposited in a Cash Trap Reserve Sub-Account established under the Indenture. Prior to the earliest Anticipated Repayment Date for any Series of Notes then outstanding, if a Cash Trap Condition is continuing and the Debt Service Coverage Ratio of the Issuers is 1.75x or greater and no Event of Default has occurred and is continuing, funds in the Cash Trap Reserve may be released to be used solely to meet the debt service requirements of the Company and its subsidiaries (other than CC Towers Holding, the immediate parent of the Guarantor, and CC Towers Holding's subsidiaries). A Cash Trap Condition will exist at the end of any calendar quarter if the Debt Service Coverage Ratio of the Issuers is 1.75x or less and will continue to exist until such ratio exceeds such level for two consecutive calendar quarters. Under the terms of the Indenture, there are generally no restrictions on the Company's use of cash distributed to it from the Issuers after debt service, provided investments are made in a Permitted Business, which includes any type of business that the Company and its subsidiaries presently conduct and any type of business that is related, ancillary, or complementary to such presently conducted business.

In connection with the issuance and sale of the 2005-1 Notes, Crown Castle Atlantic LLC and Crown Castle GT Holding Sub LLC, the holders of the equity interests in Crown Atlantic and Crown GT, and the Initial Issuers (collectively, "Owners") entered into a management agreement dated as of June 8, 2005 ("Management Agreement"), with Crown Castle USA Inc., as manager ("Manager"). Pursuant to a joinder and amendment to management agreement dated as of November 29, 2006 ("Joinder and Amendment to Management Agreement"), the Additional Issuers became parties to and "Owners" under the Management Agreement. In addition, as contemplated by the amendment to the Management Agreement dated as of September 26, 2006 ("Management Agreement Amendment"), among the Owners and the Manager, the Joinder and Amendment to Management Agreement gives effect to the reduction of the management fee payable under the Management Agreement to 7.5% as a result of receipt of Rating Agency Confirmation. The Manager is a wholly owned indirect subsidiary of the Company. Pursuant to the Management Agreement, the Manager performs, on behalf of the Asset Entities, those functions reasonably necessary to maintain, market, operate, manage and administer the Tower Sites.

Also in connection with the issuance and sale of the 2005-1 Notes, the Owners, the Indenture Trustee and Manager entered into a cash management agreement dated as of June 8, 2005 ("Cash Management Agreement").

Pursuant to a joinder to the Cash Management Agreement dated as of November 29, 2006 ("Joinder to Cash Management Agreement"), the Additional Issuers became parties to the Cash Management Agreement. Pursuant to the Cash Management Agreement, the Indenture Trustee administers the reserve funds in the manner set forth in the Indenture. In connection with the Indenture, Midland Loan Services, Inc., as servicer ("Servicer"), and the Indenture Trustee entered into a servicing agreement dated as of June 8, 2005 ("Servicing Agreement"). Pursuant to the Servicing Agreement, the Servicer administers and oversees the performance by the Issuers and the Manager of their respective obligations under the Transaction Documents.

The Company used approximately $1,000,000,000 of the net proceeds received from the issuance of the 2006-1 Notes to repay the outstanding term loan under the credit agreement dated as of June 1, 2006. The Company intends to use the remaining net proceeds received from the issuance of the 2006-1 Notes to pay the expected cash portion of the consideration of the planned acquisition of Global Signal Inc. or, in the event the acquisition of Global Signal Inc. is not consummated, for general corporate purposes.

The above summary of the Indenture, the Management Agreement, the Cash Management Agreement, the Servicing Agreement, the Indenture Supplement, the Joinder and Amendment to Management Agreement and Joinder to Cash Management Agreement is qualified in its entirety by reference to the complete terms and provisions of the Indenture, the Management Agreement, the Cash Management Agreement and the Servicing Agreement previously filed by the Company on Form 8-K on June 8, 2005, the Management Agreement Amendment previously filed by the Company on Form 8-K on September 28, 2006, and the Indenture Supplement, the Joinder and Management Amendment and the Joinder Cash Management Agreement filed herewith as Exhibit 4.1, 10.1 and 10.2, respectively.

ITEM 7.01 – REGULATION FD DISCLOSURE

On November 30, 2006, the Company issued a press release announcing it had completed the issuance and sale of its previously announced offering of $1.55 billion of Senior Secured Tower Revenue Notes, Series 2006-1, issued by the Issuers in a private transaction.

The November 30, 2006 press release is furnished herewith as Exhibit 99.1.

ITEM 9.01 – FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

Exhibit No.	Description
4.1	Indenture Supplement, dated as of November 29, 2006, relating to the Senior Secured Tower Revenue Notes, Series 2006-1, by and among The Bank of New York (as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC and Crown Castle MUPA LLC, collectively as Issuers
10.1	Joinder and Amendment to Management Agreement, dated as of November 29, 2006, by and among Crown Castle USA Inc., as Manager, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC, Crown Castle MUPA LLC, Crown Castle GT Holding Sub LLC and Crown Castle Atlantic LLC, collectively as Owners
10.2	Joinder to Cash Management Agreement, dated as of November 29, 2006, by and among Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc. and Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC, Crown Castle MUPA LLC, as Issuers, The Bank of New York (as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, Crown Castle USA Inc., as Manager, Crown Castle GT Holding Sub LLC, as Member of Crown Castle GT Company LLC, and Crown Castle Atlantic LLC, as Member of Crown Atlantic Company LLC
99.1	Press Release dated November 30, 2006

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

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ E. Blake Hawk
Name: E. Blake Hawk
Title: Executive Vice President and General Counsel

Date: December 04, 2006

EXHIBIT INDEX

Exhibit No.	Description
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10.1	Joinder and Amendment to Management Agreement, dated as of November 29, 2006, by and among Crown Castle USA Inc., as Manager, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC, Crown Castle MUPA LLC, Crown Castle GT Holding Sub LLC and Crown Castle Atlantic LLC, collectively as Owners
10.2	Joinder to Cash Management Agreement, dated as of November 29, 2006, by and among Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc. and Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC, Crown Castle MUPA LLC, as Issuers, The Bank of New York (as successor to JPMorgan Chase Bank, N.A.), as Indenture Trustee, Crown Castle USA Inc., as Manager, Crown Castle GT Holding Sub LLC, as Member of Crown Castle GT Company LLC, and Crown Castle Atlantic LLC, as Member of Crown Atlantic Company LLC
99.1	Press Release dated November 30, 2006

Exhibit 4.1

EXECUTION VERSION

SERIES 2006-1
INDENTURE SUPPLEMENT

between

CROWN CASTLE TOWERS LLC
CROWN CASTLE SOUTH LLC
CROWN COMMUNICATION INC.
CROWN CASTLE PT INC.
CROWN COMMUNICATION NEW YORK, INC.
CROWN CASTLE INTERNATIONAL CORP. DE PUERTO RICO

as Initial Issuers

CROWN CASTLE TOWERS 05 LLC
CROWN CASTLE PR LLC
CROWN CASTLE MU LLC
CROWN CASTLE MUPA LLC

as Additional Issuers

and

The Bank of New York,
as successor to
JPMorgan Chase Bank, N.A.

as Indenture Trustee

dated as of November 29, 2006

Authorizing the Issuance of
$1,550,000,000
Senior Secured Tower Revenue Notes, Series 2006-1

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SERIES 2006-1
INDENTURE SUPPLEMENT

THIS SERIES 2006-1 INDENTURE SUPPLEMENT (this "Indenture Supplement"), dated as of November 29, 2006, is between CROWN CASTLE TOWERS LLC, a Delaware limited liability company (the "Issuer Entity"), CROWN CASTLE SOUTH LLC, a Delaware limited liability company, CROWN COMMUNICATION INC., a Delaware corporation, CROWN CASTLE PT INC., a Delaware corporation, CROWN COMMUNICATION NEW YORK, INC., a Delaware corporation, and CROWN CASTLE INTERNATIONAL CORP. DE PUERTO RICO, a Puerto Rico corporation (together with the Issuer Entity, the "Initial Issuers"), CROWN CASTLE TOWERS 05 LLC, a Delaware limited liability company, CROWN CASTLE PR LLC, a Puerto Rico limited liability company, CROWN CASTLE MU LLC, a Delaware limited liability company and CROWN CASTLE MUPA LLC, a Delaware limited liability company (collectively, the "Additional Issuers", and, together with the Initial Issuers, the "Issuers"), and The Bank of New York (as successor to JPMorgan Chase Bank, N.A.), a New York banking corporation, as indenture trustee and not in its individual capacity (in such capacity, the "Indenture Trustee").

RECITALS

WHEREAS, the Initial Issuers entered into an Indenture, dated as of June 1, 2005 (as amended, supplemented or otherwise modified from time to time, the "Indenture"), between the Initial Issuers and the Indenture Trustee;

WHEREAS the Initial Issuers entered into the Series 2005-1 Indenture Supplement, dated as of June 1, 2005 (the "Series 2005-1 Indenture Supplement") between the Initial Issuers and the Indenture Trustee, pursuant to which, along with the Indenture, the Initial Issuers issued the Series 2005-1 Notes (the "Series 2005-1 Notes");

WHEREAS, the Initial Issuers and each Additional Issuer intend to, and the Indenture Trustee has agreed to, designate each Additional Issuer as an Issuer under the Indenture, and each Additional Issuer has agreed to become an Issuer thereunder and be bound by and perform all of the obligations of an Issuer under the Indenture and the other Transaction Documents;

WHEREAS, upon the designation of the Additional Issuers as Asset Entities under the Indenture, the Tower Sites of the Additional Issuers shall be added to the Assets supporting the Notes in accordance with Section 2.12 of the Indenture;

WHEREAS, the Initial Issuers and the Additional Issuers, as Issuers, desire to enter into this Indenture Supplement in order to issue Additional Notes pursuant to the terms of the Indenture and Section 2.12 thereof;

WHEREAS, the Issuers have duly authorized the issuance of $1,550,000,000 of Senior Secured Tower Revenue Notes, Series 2006-1, consisting of eight classes designated as Class A-FX (the "Class A-FX Notes"), Class A-FL (the "Class A-FL Notes"), Class B (the "Class B Notes"), Class C (the "Class C Notes"), Class D (the "Class D Notes"), Class E (the "Class E Notes"), Class F (the "Class F Notes") and Class G (the "Class G Notes" and, together with the Class A-FX Notes, the Class A-FL Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, the "Series 2006-1 Notes") and the Indenture Trustee has agreed to the issuance of the Series 2006-1 Notes as Additional Notes under the Indenture;

WHEREAS, the Series 2006-1 Notes constitute Notes as defined in the Indenture;

WHEREAS, the Indenture Trustee has agreed to accept the trusts herein created upon the terms herein set forth; and

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

ARTICLE I

DEFINITIONS AND INCORPORATION BY REFERENCE

Section 1.01 Definitions.

All defined terms used herein and not defined herein shall have the meaning ascribed to such terms in the Indenture. All words and phrases defined in the Indenture shall have the same meaning in this Indenture Supplement, except as otherwise appears in this Article. In addition, the following terms have the following meanings in this Indenture Supplement unless the context clearly requires otherwise:

"Allocated Note Amount" for (x) any Tower Site will be equal to the sum of (i) $10,000 for each Tower Site plus (ii) the product of (A) a percentage determined as of the Closing Date with respect to such Tower Site based on the positive Annualized Run Rate Net Cash Flow generated by such Tower Site as of September 30, 2006, divided by the total Annualized Run Rate Net Cash Flow generated by all Tower Sites having a positive Annualized Run Rate Net Cash Flow as of September 30, 2006 and (B) the outstanding principal balance of the Series 2005-1 Notes and the Series 2006-1 Notes as of the respective Closing Dates applicable thereto minus the aggregate amount allocated pursuant to clause (i) above and (y) for any Tower Site which is a replacement Tower Site in connection with a property substitution, the aggregate Allocated Note Amount of all Tower Sites replaced by such Tower Site. Schedule 1 sets forth the Allocated Note Amount for each Tower Site.

"Anticipated Repayment Date" shall mean, with respect to the Series 2006-1 Notes, the Payment Date in November 2011, provided that (i) for purposes of Sections 2.08, 3.03, 4.06, 5.01, 5.02, 7.06 and 7.33 of the Indenture and the definitions of Monthly Payment Amount, Principal Payment Amount, Value Reduction Amount, Scheduled Defeasance Payments and Yield Maintenance in the Indenture, such term shall mean June 15, 2010 if and

only for so long as any Series 2005-1 Notes remain Outstanding after June 15, 2010 and (ii) for the avoidance of doubt, (1) for purposes of Sections 2.09, 2.10, 2.11 and 6.25 of the Indenture, such term shall mean the Payment Date in November 2011 and (2) if any Series 2005-1 Notes are Outstanding after June 15, 2010 but thereafter cease to be Outstanding, then the Anticipated Repayment Date for the Series 2006-1 Notes shall be the Payment Date in November 2011 for all purposes of the Indenture.

"Class A-FL Notes" shall have the meaning ascribed to it in the Recitals hereto.

"Class A-FX Notes" shall have the meaning ascribed to it in the Recitals hereto.

"Class B Notes" shall have the meaning ascribed to it in the Recitals hereto.

"Class C Notes" shall have the meaning ascribed to it in the Recitals hereto.

"Class D Notes" shall have the meaning ascribed to it in the Recitals hereto.

"Class E Notes" shall have the meaning ascribed to it in the Recitals hereto.

"Class F Notes" shall have the meaning ascribed to it in the Recitals hereto.

"Class G Notes" shall have the meaning ascribed to it in the Recitals hereto.

"Closing Date" shall mean, with respect to the Series 2006-1 Notes, November 29, 2006.

"Initial Closing Date" shall mean June 8, 2005.

"Initial Purchasers" shall mean Morgan Stanley & Co. Incorporated and Lehman Brothers Inc.

"Note Rate" shall mean the rate per annum at which interest accrues on each Class of each Series of Notes, which, with respect to each Class of the Series 2006-1 Notes, is set forth in Section 2.01(a) hereof, provided that, with respect to the Class A-FL Notes, for the initial interest accrual period LIBOR shall be an interpolated percentage, determined by the Swap Counterparty, to reflect the longer initial interest accrual period.

"Offering Memorandum" shall mean the Offering Memorandum dated November 15, 2006, relating to the issuance by the Issuers of the Series 2006-1 Notes.

"Payment Date" shall mean the 15th day of each month or, if any such 15th day is not a Business Day, on the next succeeding Business Day, beginning January 2007 with respect to the Series 2006-1 Notes. On such Payment Date interest (or during an Amortization Period or after the earliest Anticipated Repayment Date for any Series of Notes outstanding, principal and interest) due to holders of the 2006-1 Notes shall be payable.

"Post ARD Note Spread" shall, for each Class of the Series 2006-1 Notes, have the meaning set forth in the table below:

Class	Post-ARD Note Spread
Class A-FX	0.260%
Class A-FL	0.260%
Class B	0.380%
Class C	0.490%
Class D	0.800%
Class E	1.100%
Class F	1.700%
Class G	1.850%

"Purchase Agreement" shall mean the Purchase Agreement dated November 15, 2006 relating to the purchase by the Initial Purchasers of the Series 2006-1 Notes.

"Rated Final Payment Date" shall have the meaning ascribed to it in Section 2.01(b) hereof.

"Record Date" shall mean, with respect to any Payment Date, the close of business on the last Business Day of the month immediately preceding the month in which such Payment Date occurs.

"Series 2006-1 Notes" shall have the meaning ascribed to it in the Recitals hereto.

"Swap Contract" shall mean the swap contract between the Indenture Trustee, not in its individual capacity but solely as indenture trustee, and the Swap Counterparty, dated November 29, 2006.

Words importing the masculine gender include the feminine gender. Words importing persons include firms, associations and corporations. Words importing the singular number include the plural number and vice versa. Additional terms are defined in the body of this Indenture Supplement.

In the event that any term or provision contained herein with respect to the Series 2006-1 Notes shall conflict with or be inconsistent with any term or provision contained in the Indenture, the terms and provisions of this Indenture Supplement shall govern.

ARTICLE II

SERIES 2006-1 NOTE DETAILS; FORM OF SERIES 2006-1 NOTES

Section 2.01 Series 2006-1 Note Details.

(a) The aggregate principal amount of the Series 2006-1 Notes which may be initially authenticated and delivered under this Indenture Supplement shall be individually issued in eight (8) separate classes, each having the class designation, Initial Class Principal Balance, Note Rate and rating set forth below (except for Series 2006-1 Notes authenticated and delivered

upon transfer of, or in exchange for, or in lieu of Notes pursuant to Section 2.02 of the Indenture):

Class	Initial Series/Class Principal Balance	Note Rate	Rating (Moody's/Fitch)
Class A-FX	$ 453,540,000	5.2446%	Aaa/AAA
Class A-FL	$ 170,000,000	LIBOR + 0.1700%	Aaa/AAA
Class B	$ 150,155,000	5.3620%	Aa2/AA
Class C	$ 150,155,000	5.4696%	A2/A
Class D	$ 150,150,000	5.7724%	Baa2/BBB
Class E	$ 144,000,000	6.0652%	Baa3/BBB-
Class F	$ 249,000,000	6.6496%	Ba1/BB+
Class G	$ 83,000,000	6.7954%	Ba2/BB

(b) The Issuers shall not be required to pay any principal on the Series 2006-1 Notes prior to the Anticipated Repayment Date. The aggregate Outstanding Class Principal Balance of all Classes of Series 2006-1 Notes shall be due and payable in full on the Payment Date in November 2036 (such Payment Date, the "Rated Final Payment Date").

Section 2.02 Delivery of Series 2006-1 Notes.

Upon the execution and delivery of this Indenture Supplement, the Issuers shall execute and deliver to the Indenture Trustee and the Indenture Trustee shall authenticate the Series 2006-1 Notes and deliver the Series 2006-1 Notes to the Depositary. The Initial Issuer and each Additional Issuer shall also, on the date hereof, execute and deliver to the Indenture Trustee in exchange for each of the Series 2005-1 Notes executed and delivered to the Indenture Trustee by the Initial Issuers on the Initial Closing Date (the "Series 2005-1 Notes") an amended and restated Note, payable to the order of the Indenture Trustee, under which each Initial Issuer and each Additional Issuer agrees to be jointly and severally liable for the payment of all amounts payable thereunder.

Section 2.03 Forms of Series 2006-1 Notes.

The Series 2006-1 Notes shall be in substantially the form set forth in the Indenture, each with such variations, omissions and insertions as may be necessary.

ARTICLE III

FUNDING OF RESERVES

Section 3.01 Funding of Reserves.

(a) On the date hereof, the Issuers shall deposit with the Collection Account Bank $2,566,849 for deposit in the Impositions and Insurance Reserve Sub-Account.

(b) On the date hereof, the Issuers shall deposit with the Collection Account Bank $1,754,142 for deposit in the Advance Rents Reserve Sub-Account.

Section 3.02 Deduction.

The deposits into the Reserves described in clauses (a), and (b) above shall occur by deduction from the amount of the proceeds of the Series 2006-1 Notes disbursed to the Issuers. Notwithstanding such deductions, the Series 2006-1 Notes contemplated hereby shall be deemed for all purposes to be fully paid for on the Closing Date.

ARTICLE IV

DESIGNATION OF ADDITIONAL ISSUERS AND ASSET ENTITIES

Section 4.01 Addition of Additional Issuers.

Crown Castle Towers 05 LLC, a Delaware limited liability company, Crown Castle PR LLC, a Puerto Rico limited liability company, Crown Castle MU LLC, a Delaware limited liability company and Crown Castle MUPA LLC, a Delaware limited liability company, are hereby designated as "Issuers" and "Asset Entities" for purposes of the Indenture.

Section 4.02 Election.

(a) Each Additional Issuer hereby assumes and becomes jointly and severally liable under the Notes, the Indenture and the other Transaction Documents, and each Additional Issuer hereby covenants and agrees upon the execution and delivery of this Indenture Supplement by such Additional Issuer that:

(i) such Additional Issuer shall be an Issuer jointly and severally liable under the Notes and each of the other Transaction Documents, and shall be entitled to all of the respective rights and privileges, and subject to all of the respective duties and obligations of an Issuer thereunder; and

(ii) such Issuer shall perform in accordance with their terms all of the obligations which by the terms of the Indenture and the other Transaction Documents are required to be performed by it as an Issuer and shall be bound by all of the provisions of the Indenture and the other Transaction Documents as if it had been an original party to such agreements.

(b) On the date hereof, each Additional Issuer shall assume and become jointly and severally obligated under the Series 2005-1 Notes in accordance with Section 2.02 hereof and shall enter into the following other Transaction Documents:

(i) Joinder to the Cash Management Agreement;

(ii) Joinder to the Environmental Indemnity;

(iii) Joinder to the Management Agreement;

(iv) Joinder to the Assignment of the Management Agreement;

(v) Joinder to the Contribution Agreement; and

(vi) Joinder to the Advance and Reimbursement Agreement.

Section 4.03 Pledge.

(a) The Additional Issuers hereby assign to the Indenture Trustee, and hereby grant a security interest to the Indenture Trustee in, for the benefit of the Noteholders, all of their right, title, interest and benefit, present and future in, to and under all accounts, all chattel paper, whether tangible or electronic, all deposit accounts, all claims now or hereafter arising therefrom, all funds now or hereafter therein and all amounts now or hereafter credited thereto, all goods, all documents, all equipment, all fixtures, all general intangibles, including all payment intangibles, all instruments, all inventory, all investment property, leases, all letter-of-credit rights, all money, all supporting obligations, all tort claims, all Tower Sites and the related Space Licenses, Ground Leases and Easements, all other property not otherwise described above, all books and records pertaining to the foregoing, and to the extent not otherwise included, all proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing;

(b) the foregoing collateral shall be part of the Collateral for all purposes under the Indenture and the Transaction Documents;

(c) the foregoing grant of Collateral is hereby made in trust to secure the payment of principal and interest on, and any other amounts owed in respect of the Notes and to secure compliance with the provisions of the Indenture, all as provided in the Indenture;

(d) the Indenture Trustee, on behalf of the Noteholders, acknowledges such grant and accepts the trusts herein created;

(e) it is hereby agreed between the parties hereto that in the performance of any of the agreements of the Issuers herein contained, any obligation the Issuers may thereby incur for the payment of money shall not be general debt on its part, but shall be secured by and payable solely from the Collateral, payable in such order of preference and priority as provided herein; and

(f) the Additional Issuers, in consideration of the premises and acceptance by the Indenture Trustee of the trusts herein created, of the purchase and acceptance of the Series 2006-1 Notes by the Noteholders thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN AND DELIVER to the Indenture Trustee, as collateral for the benefit of the Noteholders, all of their right, title and interest in and to the moneys, rights, and properties of the Collateral.

Section 4.04 Further Assurances.

Each of the Initial Issuers and the Additional Issuers hereby agree that they will deliver to and deposit with, or cause to be delivered to and deposited with, the Servicer such documents and agreements as reasonably requested to evidence the addition of the Tower Sites, the Space Licenses, and any other Collateral of the Additional Issuers in connection with such addition, the issuance of the Series 2006-1 Notes or the addition of the Additional Issuers.

ARTICLE V

REPRESENTATIONS, WARRANTIES, AND COVENANTS

Section 5.01 Representations of Issuer Entity.

The Issuer Entity represents and warrants to the Indenture Trustee that the statements set forth in Article VI of the Indenture, including, as to the Additional Issuers, those representations and warranties as to the Tower Sites of each Additional Issuer and the related Space Licenses, Ground Leases and Easements, will be true, correct, and complete in all material respects as of the date hereof, and in addition, represents and warrants as to Section 6.01 (a) or (b), as applicable, and (c) as to each of the Additional Issuers.

Section 5.02 Covenants of Issuer Entity.

The Issuer Entity covenants and agrees that until payment in full of the Notes, all accrued and unpaid interest and all other obligations, the Issuer Entity shall, and shall cause all Persons to, perform and comply with the covenants in Article VII of the Indenture applicable to such Person, including with regard to the Additional Issuers and the Tower Sites and the related Space Licenses and Easements of such Additional Issuers.

Section 5.03 Single-Purpose, Bankruptcy-Remote Representations, Warranties and Covenants.

The Issuer Entity hereby represents, warrants and covenants as of the date hereof and until such time as all Obligations are paid in full, as to itself, the Guarantor, and any of the direct or indirect subsidiaries of the Issuer Entity, that each of the representations, warranties and covenants in Section 8.01 of the Indenture are true and correct as of the date hereof.

ARTICLE VI

SWAP CONTRACT

Section 6.01 Direction.

The Issuers hereby direct the Indenture Trustee to execute, deliver and perform its obligations under the Swap Contract on the Closing Date and thereafter on behalf of, and for the benefit of, the Holders of the Series 2006-1 Class A-FL Notes. The Issuers and the Holders of the Series 2006-1 Class A-FL Notes (by their acceptance of such Notes) acknowledge and agree that the Indenture Trustee is executing, delivering, and performing its obligations under the Swap Contract and shall do so solely in its capacity as Indenture Trustee under the Indenture and not in its individual capacity.

ARTICLE VII

AMENDMENTS TO INDENTURE

Section 7.01 References to the Class A-FL Notes and Class A-FX Notes.

(a) The parties hereto agree that, in the definition of "Accrued Note Interest" in Section 1.01 of the Indenture, the phrase "the Class A-FL Notes of each Series" shall be amended to read "the Class A-FL Notes of the Series relating to such Swap Contract" and the last proviso of that definition shall be amended to read, "provided, however, during any period of time that interest on the Class A-FL Notes of any Series accrues at a fixed rate equal to the Note Rate on the Class A-FX Notes of such Series, for all purposes hereunder such interest will be calculated on a 30/360 Basis."

(b) The parties hereto agree that the reference to the Class A-FL Notes in Sections 3.06(c) and (d) of the Indenture shall refer to the Class A-FL Notes of the Series relating to the applicable Swap Contract and that references to the Swap Contract and the Swap Counterparty shall refer to the Swap Contract and Swap Counterparty relating to a particular Series of Class A-FL Notes.

(c) The parties hereto agree that the reference to the Class A-FL Notes in the second sentence of Section 5.01(b) of the Indenture shall refer to the Class A-FL Notes of the Series relating to the applicable Swap Contract and that references to the Swap Contract and the Swap Counterparty shall refer to the Swap Contract and Swap Counterparty relating to a particular Series of Class A-FL Notes.

(d) The parties hereto agree that the reference to the Class A-FL Notes in Section 10.20 of the Indenture shall refer to the Class A-FL Notes of the Series relating to the applicable Swap Contract.

Section 7.02 Amendments of Definitions.

(a) The definition of Asset Entities is hereby amended to read in its entirety: "Asset Entities" shall collectively mean Crown South, Crown Communication, Crown PT, Crown NY, Crown PR, Crown GT, Crown Atlantic and any other Person designated as an "Asset Entity" in an Indenture Supplement.

(b) The parties hereto agree that the references to the date December, 15, 2004, in the definitions of Annualized Run Rate Net Cash Flow and Annualized Run Rate Revenue in Section 1.01 of the Indenture shall be amended to refer to September 30, 2006 and that the references to the date November 30, 2004 in the definitions of Annualized Run Rate Net Cash Flow and Annualized Run Rate Revenue in Section 1.01 of the Indenture shall be amended to refer to September 30, 2006.

(c) The parties agree that the references in Section 2.09 to "Closing Date" shall refer to the Closing Date for the Series 2006-1 Notes.

(d) The parties hereto agree that the following definitions in the Indenture shall be amended and replaced in their entirety by the following:

"Cash Trap Condition" will exist as of the end of any calendar quarter if the Debt Service Coverage Ratio is 1.75x or less, and will continue to exist until the Debt Service Coverage Ratio exceeds the 1.75x Cash Trap DSCR for two consecutive calendar quarters.

"Corporate Trust Office" shall mean the principal office of the Indenture Trustee at which at any particular time its corporate trust business shall be administered, which office at the date of execution of this Indenture is located, for purposes other than Note transfers and final payment, at 101 Barclay Street, Floor 4W, New York, New York, 10286, Attention: Structured Finance Services-Crown Castle Senior Secured Notes, Series 2006-1, phone: (212) 815-8178, fax: (212) 815-8093, and for purposes of Note transfers and final payment, at 2001 Bryan Street, 9th Floor, Dallas, Texas 75201, Attention: Structured Finance Services-Crown Castle Senior Secured Notes, Series 2006-1; or at such other address the Indenture Trustee may designate from time to time by notice to the Noteholders and the Issuers, or the principal corporate trust office of any successor Indenture Trustee at the address designated by such successor Indenture Trustee by notice to the Noteholders and the Issuers.

"Fixed Rate Notes" shall mean the Class A-FX Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class G Notes.

"Issuers" shall collectively mean Crown South, Crown Communication, Crown PT, Crown NY, Crown PR, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC, Crown Castle MUPA LLC and any other Person designated as an "Issuer" in an Indenture Supplement.

"Pledge Agreement" shall mean a pledge agreement between the pledgor and the indenture trustee entered into in connection with the issuance of a Series of Notes and the addition of any Person as an Asset Entity.

"Swap Contract" shall mean each swap contract in effect with regard to any Series of Notes, and with respect to the Series 2005-1 Notes, the swap contract between the Indenture Trustee and the Swap Counterparty dated June 8, 2005, or, with regard to any Series of Additional Notes, the Swap Contract set forth in the applicable Indenture Supplement.

(e) For the avoidance of doubt, whenever the Indenture requires the computation of a management fee (including the Management Fee) for any period of time based on a percentage of Operating Revenues, Annualized Run Rate or any other amount, that percentage shall be 7.5% (unless a person other than Crown Castle International Corp. or any of its subsidiaries shall be the Manager, in which case such percentage shall be a percentage not to exceed 10%). The foregoing shall apply notwithstanding anything in the Indenture to the contrary and has been approved by the Rating Agencies pursuant to a Rating Agency Confirmation.

Section 7.03 Amendment to Trustee Fee.

(a) The penultimate sentence of Section 11.05(a) of the Indenture shall be amended such that (i) the word "Notes" shall be replaced with the words "Series 2005-1 Notes", (ii) the phrase "and the rate per annum equal to .0020% on the Outstanding Class Principal Balance of all Classes of Series 2006-1 Notes as of the end of the immediate preceding Collection Period" is inserted before the parenthetical and (iii) the amount $1,900,000,000 in the parenthetical shall be replaced with the amount $1,550,000,000.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.01 Date of Execution.

This Indenture Supplement for convenience and for the purpose of reference is dated as of November 29, 2006.

Section 8.02 Governing Law.

THIS INDENTURE SUPPLEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD INVOKE THE SUBSTANTIVE LAW OF A DIFFERENT JURISDICTION) AS TO ALL MATTERS, INCLUDING WITHOUT LIMITATION, MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES. THE ISSUERS IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY NEW YORK STATE COURT OR UNITED STATES FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR IN RELATION TO THIS INDENTURE SUPPLEMENT.

Section 8.03 Severability.

In case any provision in this Indenture Supplement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 8.04 Counterparts.

This Indenture and any Indenture Supplement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such respective counterparts shall together constitute but one and the same instrument.

ARTICLE IX

APPLICABILITY OF INDENTURE

Section 9.01 Applicability.

The provisions of the Indenture are hereby ratified, approved and confirmed, except as otherwise expressly modified by this Indenture Supplement. The representations, warranties and covenants contained in the Indenture (except as expressly modified herein) are hereby reaffirmed with the same force and effect as if fully set forth herein and made again as of the date hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Issuers and the Indenture Trustee have caused this Indenture to be duly executed by their respective officers, thereunto duly authorized, all as of the day and year first above written.

CROWN CASTLE TOWERS LLC, as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN CASTLE SOUTH LLC, as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN COMMUNICATION INC., as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN CASTLE PT INC., as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN COMMUNICATION NEW YORK, INC., as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN CASTLE INTERNATIONAL CORP.
DE PUERTO RICO, as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN CASTLE TOWERS 05 LLC, as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN CASTLE PR LLC, as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN CASTLE MU LLC, as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN CASTLE MUPA LLC, as Issuer

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

THE BANK OF NEW YORK, as successor to JPMorgan Chase Bank, N.A., as Indenture Trustee

By: /s/ Pei Huang
Name: Pei Huang
Title: Assistant Vice President

Exhibit 10.1

EXECUTION VERSION

JOINDER AND AMENDMENT TO
MANAGEMENT AGREEMENT

Dated as of November 29, 2006

among

CROWN CASTLE TOWERS LLC AND
THE SUBSIDIARIES THEREOF LISTED ON THE SIGNATURE PAGES,
collectively, as Owners,

CROWN CASTLE GT HOLDING SUB LLC
CROWN CASTLE ATLANTIC LLC
as Members of Crown Castle GT Company LLC
and Crown Atlantic Company LLC, respectively,

and

CROWN CASTLE USA INC.
as Manager

JOINDER AND AMENDMENT TO MANAGEMENT AGREEMENT

This JOINDER AND AMENDMENT TO MANAGEMENT AGREEMENT, dated as of November 29, 2006 (this "Agreement"), among CROWN CASTLE TOWERS LLC, a Delaware limited liability company (the "Issuer Entity"), CROWN CASTLE SOUTH LLC, a Delaware limited liability company, CROWN COMMUNICATION INC., a Delaware corporation, CROWN CASTLE PT INC., a Delaware corporation, CROWN COMMUNICATION NEW YORK, INC., a Delaware corporation, CROWN CASTLE INTERNATIONAL CORP. DE PUERTO RICO, a Puerto Rico corporation (collectively, together with the Issuer Entity, the "Initial Owners"), CROWN CASTLE TOWERS 05 LLC, a Delaware limited liability company ("Crown 05"), CROWN CASTLE PR LLC, a Puerto Rico limited liability company ("Crown PR LLC"), CROWN CASTLE MU LLC, a Delaware limited liability company ("Crown MU"), CROWN CASTLE MUPA LLC, a Delaware limited liability company ("Crown MUPA" and, together with Crown 05, Crown PR LLC and Crown MU, the "Additional Owners", and, together with the Initial Owners, the "Owners"), CROWN CASTLE GT HOLDING SUB LLC, a Delaware limited liability company, CROWN CASTLE ATLANTIC LLC, a Delaware limited liability company (together with Crown Castle GT Holding Sub LLC, the "Members"), and CROWN CASTLE USA INC., a Delaware corporation (the "Manager").

W I T N E S S E T H:

WHEREAS, the Initial Owners, the Members and the Manager are parties to a Management Agreement, dated as of June 8, 2005, as amended, supplemented and modified prior to the date hereof (the "Management Agreement");

WHEREAS, the Owners and the Manager have determined that it is in their best interests to authorize and approve a proposed amendment to a provision of the Management Agreement;

WHEREAS, Section 23(a) of the Management Agreement provides that the Owners and the Manager may, pursuant to an amendment in writing executed and delivered by all parties thereto, amend the Management Agreement; provided that a Rating Agency Confirmation and the consent of the Servicer and The Bank of New York (as successor to JPMorgan Chase Bank, N.A.), a New York banking corporation, as indenture trustee and not in its individual capacity (the "Indenture Trustee") are also obtained;

WHEREAS, the Initial Owners and the Indenture Trustee are parties to that certain Indenture, dated as of June 1, 2005, as amended, supplemented and modified prior to the date hereof (the "Indenture"); and

WHEREAS, the Owners, the Members and the Indenture Trustee have entered into an Indenture Supplement (the "Indenture Supplement"), dated as of the date hereof, in order to issue Additional Notes pursuant to the terms of the Indenture and to designate the Additional Owners as Issuers;

WHEREAS, pursuant to Section 4.02 of the Indenture Supplement, it is a condition precedent to the Additional Owners becoming Issuers under the Indenture and the issuance of the Additional Notes thereunder that the Additional Owners become parties to the Management Agreement;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, it is mutually covenanted and agreed, as follows:

Section 1. Defined Terms.

Capitalized terms used in this Agreement but not defined herein shall have the respective meanings ascribed to them in the Management Agreement, as the case may be.

Section 2. Agreement.

(a) Each Additional Owner hereby agrees to all of the provisions of the Management Agreement and, upon the execution and delivery of this Agreement by such Additional Owner, such Additional Owner shall be jointly and severally liable under the Management Agreement as an Owner, shall be entitled to all of the respective rights and privileges, and subject to all of the respective duties and obligations of an Owner under the Management Agreement and shall perform in accordance with their terms all of the obligations which by the terms of the Management Agreement are required to be performed by it as an Owner.

(b) Each Additional Owner hereby represents and warrants to the Manager that, as to itself, each of the representations and warranties set forth in the Management Agreement is true as of the date hereof.

Section 3. Ratification of Agreement.

Except as modified and expressly amended by this Agreement, the Management Agreement is in all respects ratified and confirmed, and all the terms, provisions and conditions thereof shall be and remain in full force and effect. The execution of this Agreement shall in no manner constitute a waiver or extinguishment of any rights of Manager under the Management Agreement and all such rights are hereby reserved.

Section 4. Amendment to Section 10.

The first sentence of Section 10 of the Management Agreement is hereby amended to read in its entirety as set forth below:

In consideration of the Manager's agreement to perform the Services described herein, during the Term hereof, the Owners hereby jointly and severally agree to pay to the Manager a fee (the "Management Fee"), on each Payment Date, equal to 7.5% of the Operating Revenues for the immediately preceding calendar month, unless a replacement Manager is appointed and such replacement is not an affiliate of Crown International, in which case the Management Fee will be such amount not to exceed 10% that is agreed to by the replacement Manager.

Section 5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument.

Section 6. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE INITIAL OWNERS AND EACH OF THE ADDITIONAL OWNERS IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE COURT OR UNITED STATES FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE MANAGEMENT AGREEMENT.

[NO ADDITIONAL TEXT ON THIS PAGE]

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

Manager:

CROWN CASTLE USA INC.

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

Initial Owners:

CROWN CASTLE TOWERS LLC

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN CASTLE SOUTH LLC

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN COMMUNICATION INC.

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN CASTLE PT INC.

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN COMMUNICATION NEW YORK, INC.

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN CASTLE INTERNATIONAL CORP. DE PUERTO RICO

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

Additional Owners:

CROWN CASTLE TOWERS 05 LLC

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN CASTLE PR LLC

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN CASTLE MU LLC

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN CASTLE MUPA LLC

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

Members:

CROWN CASTLE GT HOLDING SUB LLC

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN CASTLE ATLANTIC LLC

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

Accepted By:

Servicer:

MIDLAND LOAN SERVICES, INC.

By: /s/ Lawrence D. Ashley
Name: Lawrence D. Ashley
Title: Senior Vice President

Indenture Trustee:

THE BANK OF NEW YORK, as successor to JPMorgan Chase Bank, N.A., a New York banking corporation

By: /s/ Pei Huang
Name: Pei Huang
Title: Assistant Vice President

Exhibit 10.2

EXECUTION VERSION

JOINDER TO CASH MANAGEMENT AGREEMENT

Dated as of November 29, 2006

among

CROWN CASTLE TOWERS LLC AND
THE SUBSIDIARIES THEREOF LISTED ON THE SIGNATURE PAGES,
collectively, as Issuers,

CROWN CASTLE GT HOLDING SUB LLC
CROWN CASTLE ATLANTIC LLC
as Members of Crown Castle GT Company LLC
and Crown Atlantic Company LLC, respectively,

THE BANK OF NEW YORK
as successor to JPMorgan Chase Bank, N.A.
as Indenture Trustee

and

CROWN CASTLE USA INC.
as Manager

JOINDER TO CASH MANAGEMENT AGREEMENT

This JOINDER TO CASH MANAGEMENT AGREEMENT, dated as of November 29, 2006 (this "Agreement"), among CROWN CASTLE TOWERS LLC, a Delaware limited liability company (the "Issuer Entity"), CROWN CASTLE SOUTH LLC, a Delaware limited liability company, CROWN COMMUNICATION INC., a Delaware corporation, CROWN CASTLE PT INC., a Delaware corporation, CROWN COMMUNICATION NEW YORK, INC., a Delaware corporation, CROWN CASTLE INTERNATIONAL CORP. DE PUERTO RICO, a Puerto Rico corporation (collectively, together with the Issuer Entity, the "Initial Issuers"), CROWN CASTLE TOWERS 05 LLC, a Delaware limited liability company ("Crown 05"), CROWN CASTLE PR LLC, a Puerto Rico limited liability company ("Crown PR LLC"), CROWN CASTLE MU LLC, a Delaware limited liability company ("Crown MU"), CROWN CASTLE MUPA LLC, a Delaware limited liability company ("Crown MUPA" and, together with Crown 05, Crown PR LLC and Crown MU, the "Additional Issuers", and, together with the Initial Issuers, the "Issuers"), CROWN CASTLE GT HOLDING SUB LLC, a Delaware limited liability company, CROWN CASTLE ATLANTIC LLC, a Delaware limited liability company (together with Crown Castle GT Holding Sub LLC, the "Members"), THE BANK OF NEW YORK (as successor to JPMorgan Chase Bank, N.A.), a New York banking corporation, as indenture trustee and not in its individual capacity (the "Indenture Trustee"), and CROWN CASTLE USA INC., a Pennsylvania corporation (the "Manager").

W I T N E S S E T H:

WHEREAS, the Initial Issuers, the Members, the Indenture Trustee and the Manager are parties to that certain Cash Management Agreement dated as of June 8, 2005 (the "Cash Management Agreement");

WHEREAS, the Initial Issuers and the Indenture Trustee are parties to that certain Indenture dated as of June 1, 2005, as amended, supplemented and modified prior to the date hereof (the "Indenture");

WHEREAS, the Initial Issuers, the Additional Issuers and the Indenture Trustee have entered into an Indenture Supplement (the "Indenture Supplement"), dated as of the date hereof, in order to issue Additional Notes (as defined in the Indenture) pursuant to the terms of Section 2.12 of the Indenture and to designate the Additional Issuers as Issuers; and

WHEREAS, pursuant to Section 4.02 of the Indenture Supplement, it is a condition precedent to the Additional Issuers becoming Issuers under the Indenture and the issuance of the Additional Notes thereunder that the Additional Issuers become parties to the Cash Management Agreement;

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, the Initial Issuers, the Members, the Indenture Trustee and the Manager hereby agree with the Additional Issuers as follows:

Section 1. Defined Terms.

Capitalized terms used in this Agreement but not defined herein shall have the respective meanings ascribed to them in the Cash Management Agreement.

Section 2. Agreement.

(a) Each Additional Issuer hereby agrees to all of the provisions of the Cash Management Agreement and, upon the execution and delivery of this Agreement by such Additional Issuer, such Additional Issuer shall be jointly and severally liable under the Cash Management Agreement as an Issuer, shall be entitled to all of the respective rights and privileges, and subject to all of the respective duties and obligations, of an Issuer under the Cash Management Agreement and shall perform in accordance with their terms all of the obligations which by the terms of the Cash Management Agreement are required to be performed by it as an Issuer.

(b) To secure the full and punctual payment and performance of all Obligations of the Issuers under the Notes, the Indenture, this Agreement and all other Transaction Documents, the Additional Issuers hereby grant to the Indenture Trustee a first priority continuing security interest in and to the following property of the Additional Issuers, whether now owned or existing or hereafter acquired or arising and regardless of where located (all of the same, collectively, the "Collateral"):

(i) the Accounts and all cash, checks, drafts, certificates and instruments, if any, from time to time deposited or held therein, including, without limitation, all deposits or wire transfers made to the Collection Account, the Lock Box Accounts, and each of the Sub-Accounts;

(ii) any and all amounts invested in Permitted Investments;

(iii) all interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise payable in respect of, or in exchange for, any or all of the foregoing; and

(iv) to the extent not covered by clauses (i), (ii) or (iii) above, all "proceeds" (as defined under the Uniform Commercial Code as in effect in the State of New York (the "UCC")) of any or all of the foregoing.

(c) Each Additional Issuer hereby represents and warrants to the Indenture Trustee that, as to itself, each of the representations and warranties set forth in the Cash Management Agreement is true as of the date hereof.

(d) The definition of "Permitted Investments" in the Cash Management Agreement shall be amended by replacing "JPMorgan Funds" in (ix) with "Hamilton Funds".

(e) For clarification, in accordance with Section 2.05 of the Cash Management Agreement, the Manager shall only instruct the Indenture Trustee to invest in Permitted Investments that mature one Business Day prior to the related Payment Date. In the absence of specific written investment instructions from the Manager, funds on deposit in the Collection Account or in the Sub-Accounts shall remain uninvested.

Section 3. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all of such counterparts shall together constitute but one and the same instrument.

Section 4. Ratification of Agreement.

Except as modified and expressly amended by this Agreement, the Cash Management Agreement is in all respects ratified and confirmed, and all the terms, provisions and conditions thereof shall be and remain in full force and effect. The execution of this Agreement shall in no manner constitute a waiver or extinguishment of any rights of the Indenture Trustee or the Manager under the Cash Management Agreement and all such rights are hereby reserved.

Section 5. Amendment to Exhibit A of Cash Management Agreement.

Exhibit A of the Cash Management Agreement is hereby amended to read in its entirety as set forth in Exhibit A of this Agreement.

Section 6. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. THE INITIAL ISSUERS AND EACH OF THE ADDITIONAL ISSUERS IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY NEW YORK STATE COURT OR UNITED STATES FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR IN RELATION TO THIS AGREEMENT OR THE CASH MANAGEMENT AGREEMENT.

[SIGNATURE PAGE FOLLOWS]

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

ISSUERS:

CROWN CASTLE TOWERS LLC
CROWN CASTLE SOUTH LLC
CROWN COMMUNICATION INC.
CROWN CASTLE PT INC.
CROWN COMMUNICATION NEW YORK, INC.
CROWN CASTLE INTERNATIONAL CORP. DE PUERTO RICO
CROWN CASTLE TOWERS 05 LLC
CROWN CASTLE PR LLC
CROWN CASTLE MU LLC
CROWN CASTLE MUPA LLC

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

Tax Payer ID #: _____ ([_____])

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

INDENTURE TRUSTEE:

THE BANK OF NEW YORK, as successor to JPMorgan Chase Bank, N.A., a New York banking corporation

By: /s/ Pei Huang
Name: Pei Huang
Title: Assistant Vice President

MANAGER:

CROWN CASTLE USA INC., a Pennsylvania corporation

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

MEMBERS:

CROWN CASTLE GT HOLDING SUB LLC, a Delaware limited liability company

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

CROWN CASTLE ATLANTIC LLC, a Delaware limited liability company

By: /s/ Jay A. Brown
Name: Jay A. Brown
Title: Vice President

Exhibit 99.1

Crown Castle International

News Release

www.crowncastle.com

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

FOR IMMEDIATE RELEASE

CROWN CASTLE INTERNATIONAL COMPLETES $1.55 BILLION SENIOR SECURED TOWER REVENUE NOTES OFFERING

NOVEMBER 30, 2006 – HOUSTON, TEXAS – Crown Castle International Corp. (NYSE: CCI) announced today that it has completed the sale of its previously announced offering of $1.55 billion of Senior Secured Tower Revenue Notes, Series 2006-1 ("Offered Notes"). The Offered Notes were issued by certain of its indirect subsidiaries (collectively, "Borrowers") in a private transaction as additional debt securities under the existing Indenture dated as of June 1, 2005, pursuant to which the Senior Secured Tower Revenue Notes, Series 2005-1 were issued. The Offered Notes consist of seven classes of notes, five of which are rated investment grade. The weighted average interest rate on the various classes of Offered Notes is approximately 5.71%. Further, all of the Offered Notes have an expected life of five years with a final maturity of November 2036.

Crown Castle used approximately $1.0 billion of the net proceeds received from this offering to repay the outstanding term loan under the Crown Castle Operating Company credit facility. Crown Castle expects to use the remaining net proceeds received from this offering to pay the expected cash portion of the consideration of the planned acquisition of Global Signal Inc. or, in the event the acquisition of Global Signal Inc. is not consummated, for general corporate purposes.

The Borrowers' obligation to make interest payments under the Offered Notes is entirely on a fixed interest rate basis. The Offered Notes are comprised of seven classes, including $623.5 million of Class A notes, receiving the highest investment grade rating of Aaa/AAA by Moody's Investor Services and Fitch Ratings, respectively. The Class A notes include $453.5

million of a fixed rate class and $170.0 million of a floating rate class (floating rate payments will be paid by a third party pursuant to a swap arrangement between the indenture trustee and such third party in exchange for a fixed rate payment by the Borrowers).

Crown Castle International Corp. engineers, deploys, owns and operates technologically advanced shared wireless infrastructure, including extensive networks of towers. Crown Castle offers significant wireless communications coverage to 76 of the top 100 US markets and to substantially all of the Australian population. Crown Castle owns, operates and manages over 11,500 and over 1,300 wireless communication sites in the US and Australia, respectively. On October 6, 2006, Crown Castle announced it had entered into a definitive agreement to acquire Global Signal Inc. (NYSE: GSL). Global Signal owns, leases or manages approximately 11,000 towers and other wireless communications sites. For more information on Crown Castle, please visit www.crowncastle.com.

Cautionary Language Regarding Forward-Looking Statements

This press release contains forward-looking statements that are based on Crown Castle management's current expectations. Such statements include, but are not limited to, plans, projections and estimates regarding (i) the expected life and maturity of the Offered Notes and (ii) the use of proceeds from the Offered Notes, including in connection with the planned acquisition of Global Signal Inc. Such forward-looking statements are subject to certain risks, uncertainties and assumptions, including prevailing market conditions and other factors. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those expected. More information about potential risk factors that could affect Crown Castle's results is included in our filings with the Securities and Exchange Commission ("SEC").

Additional Information and Where to Find It

In connection with the contemplated Crown Castle and Global Signal merger ("Proposed Transaction"), Crown Castle has filed with the SEC a Registration Statement on Form S-4 containing a definitive Joint Proxy Statement/Prospectus. INVESTORS AND SECURITY HOLDERS OF CROWN CASTLE AND GLOBAL SIGNAL ARE URGED TO READ THE REGISTRATION STATEMENT AND ANY OTHER RELEVANT DOCUMENTS FILED WITH THE SEC, INCLUDING THE DEFINITIVE JOINT PROXY STATEMENT/PROSPECTUS THAT IS A PART OF THE REGISTRATION STATEMENT, BECAUSE THEY CONTAIN OR WILL CONTAIN IMPORTANT INFORMATION ABOUT CROWN CASTLE, GLOBAL SIGNAL, THE PROPOSED TRANSACTION AND RELATED MATTERS. Investors and security holders of Crown Castle and Global Signal are able to obtain copies of the Registration Statement and the definitive Joint Proxy Statement/Prospectus as well as other filings with the SEC incorporated by reference into such documents, containing information about Crown Castle and Global Signal, without charge, at the SEC's website at www.sec.gov. These documents may also be obtained for free from Crown Castle by directing a request to Crown Castle International Corp., Investor Relations, 510 Bering Drive, Suite 600, Houston, Texas 77057 or for free from Global Signal by directing a request to Global Signal Inc. at 301 North Cattlemen Road, Suite 300, Sarasota, Florida 34232-6427, Attention: Secretary.

Participants in the Solicitation

Crown Castle, Global Signal and their respective directors and executive officers and other members of management may be deemed to be participants in the solicitation of proxies from the security holders of Crown Castle or Global Signal in connection with the Proposed Transaction. Information regarding Crown Castle's directors and executive

officers is available in Crown Castle's Annual Report on Form 10-K for the year ended December 31, 2005, and the proxy statement, dated April 11, 2006, for its 2006 annual meeting of stockholders, which are filed with the SEC. Information regarding Global Signal's directors and executive officers is available in Global Signal's Annual Report on Form 10-K for the year ended December 31, 2005 and the proxy statement, dated April 12, 2006, for its 2006 annual meeting of stockholders, which are filed with the SEC. Additional information regarding the interests of such directors and executive officers is included in the Registration Statement containing the definitive Joint Proxy Statement/Prospectus filed with the SEC.

shaping the wireless world[sm]