
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): February 18, 2016

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)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 5.02 — DEPARTURE OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

(e) 2016 EMT Annual Incentive Plan. On February 18, 2016, the Board of Directors (“Board”) of Crown Castle International Corp. (“Company”), upon recommendation from the Compensation Committee of the Board, approved the Crown Castle 2016 EMT Annual Incentive Plan (“2016 Incentive Plan”) for the Company’s executive management team (“EMT”), including W. Benjamin Moreland (the Company’s current President and Chief Executive Officer (“CEO”)), Jay A. Brown (the Company’s President and CEO effective June 1, 2016 pursuant to the Succession Plan (defined below)), and the Company’s other executive officers. The 2016 Incentive Plan is intended to provide incentives to members of the Company’s EMT in the form of cash payments for achieving certain performance goals established under the 2016 Incentive Plan. Under the 2016 Incentive Plan, each eligible participant has an assigned target incentive level, expressed as a percentage of base salary. Depending on the achievement of specified levels of corporate and business unit financial performance goals and individual performance goals, each eligible participant may earn a multiple of the target incentive. The Board’s approval of the 2016 Incentive Plan does not create a guarantee of an incentive award to any eligible participant, and the Compensation Committee retains discretion to discontinue or amend the 2016 Incentive Plan at any time. A copy of the 2016 Incentive Plan is filed as Exhibit 10.1 to this Form 8-K.

Executive Officer Compensation. On February 18, 2016, the Board, upon recommendation from the Compensation Committee, approved the following base salaries, annual incentives and grants of restricted stock units (“RSUs”) with respect to the following persons:

<u>Name and Principal Position</u>	<u>2016 Base Salary (\$)(2)</u>	<u>2015 Annual Incentive (\$)</u>	<u>2016 Time Vest RSUs (Units)</u>	<u>2016 Performance RSUs (Units)</u>
W. Benjamin Moreland(1) President and Chief Executive Officer	\$ 622,290(3)	\$2,031,897	27,042	94,677
Jay A. Brown(1) Senior Vice President, Chief Financial Officer and Treasurer	\$ 678,271(4)	\$ 719,421	16,200(5)	56,717(5)
James D. Young Senior Vice President and Chief Operating Officer	\$ 560,437	\$ 715,881	11,401	39,917
E. Blake Hawk(6) Former Executive Vice President and General Counsel	N/A	\$ 621,908	N/A	N/A
Patrick Slowey Senior Vice President and Chief Commercial Officer	\$ 464,620	\$ 592,839	4,726	16,546

(1) As previously disclosed, the Board has approved a succession plan (“Succession Plan”) for the Company’s CEO. Pursuant to the Succession Plan, effective June 1, 2016, Mr. Brown, currently the Company’s Senior Vice President, Chief Financial Officer (“CFO”) and Treasurer, will become President and CEO; and Mr. Moreland, currently the Company’s President and CEO, will remain in an executive position as Executive Vice-Chairman of the Board.

(2) Annual base salary changes are typically approved in February of each year and generally go into effect approximately the following March 1. As such, the base salaries shown in the table generally reflect base salary payable from approximately March 1, 2016 through February 28, 2017. Base salaries shown for Mr. Moreland and Mr. Brown reflect a blended rate representing their base salaries both before and after the position changes contemplated by the Succession Plan, as further described in footnotes 3 and 4 below.

- (3) Represents an estimated blended base salary of (a) three months at an annualized base salary rate of \$1,013,160 as President and CEO and (b) nine months at an annualized base salary rate of \$492,000 as Executive Vice Chairman.
- (4) Represents an estimated blended base salary of (a) three months at an annualized base salary rate of \$538,085 as Senior Vice President, CFO and Treasurer and (b) nine months at an annualized base salary rate of \$725,000 as President and CEO.
- (5) With respect to the RSUs granted to Mr. Brown, 5,801 of the 2016 Time Vest RSUs and 20,309 of the 2016 Performance RSUs are subject to and contingent upon Mr. Brown assuming the office of President and CEO of the Company on or before June 1, 2016; to the extent Mr. Brown does not assume such office, such RSUs will be forfeited (provided the Compensation Committee has the authority to waive, amend or extend such requirement) (“CEO Succession Condition”). In addition to the RSU grants set forth above, in connection with the Succession Plan and promotion of Mr. Brown to the office of President and CEO effective June 1, 2016, the Board currently contemplates granting to Mr. Brown additional Time Vest RSUs having a grant value of approximately \$1,300,000 (“Promotional RSUs”). Such Promotional RSUs are expected to provide that 33 1/3% of such RSUs vest on June 1 of each of 2017, 2018 and 2019 and are expected to be subject to the CEO Succession Condition.
- (6) As previously disclosed, Mr. Hawk retired from the position of Executive Vice President and General Counsel, following 15 years in such position, and is no longer an executive officer, as of the end of the day on December 31, 2015. Mr. Hawk has agreed to remain with Crown Castle in an advisory capacity (at a current rate of \$18,000 per month) in order to assist Crown Castle on various matters, including special projects and the transition of his successor.

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

The terms of the 2016 Time Vest RSUs shown in the table above provide that 33 1/3% of such Time Vest RSUs vest on February 19 of each of 2017, 2018 and 2019.

The terms of the 2016 Performance RSUs shown in the table above provide that 0% to 100% of the Performance RSUs vest on February 19, 2019 based upon the Company’s total stockholder return (“TSR”) performance ranking (“TSR Rank”) relative to a peer group of companies approved by the Board (“TSR Peer Group”) for the three year period ending February 18, 2019 (“Period”).* If the TSR Rank is at the 30th percentile or more up to the 55th percentile, then 33.34% to 66.67% of the Performance RSUs vest on a pro rata basis based upon the level of the TSR Rank (i.e., approximately an additional 1.3336% of the units vest for each 1.0 percentile increase in the TSR Rank above the 30th percentile up to the 55th percentile), with 66.67% of the Performance RSUs vesting at the 55th percentile. If the TSR Rank is at the 55th percentile or more, then 66.67% to 100% of the Performance RSUs vest on a pro rata basis based upon the level of the TSR Rank (i.e., approximately an additional 0.95229% of the units vest for each 1.0 percentile increase in the TSR Rank above the 55th percentile up to the 90th percentile (or above)), with 100% of the units vesting at or above the 90th percentile. However, if the TSR is negative for the Period and the TSR Rank is at or above the 30th percentile, the percentage of units which vest shall be 33.34%. If the TSR Rank is below the 30th percentile, 100% of the Performance RSUs will be forfeited.

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

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

Severance Agreements. In connection with the Succession Plan, the Board approved, and the Company entered into, an Amended and Restated Severance Agreement, effective as of June 1, 2016, with each of Mr. Brown and Mr. Moreland (each, an “A&R Agreement”). The A&R Agreement relating to Mr. Brown restates his existing severance agreement with the Company, as amended and in effect immediately prior to the date of the A&R Agreement, and makes further amendments primarily to (1) reflect that Mr. Brown’s position will be President and Chief Executive Officer effective as of June 1, 2016, and (2) amend the defined term “Annual Bonus” to mean Mr. Brown’s target annual incentive for the calendar year of termination.

The A&R Agreement relating to Mr. Moreland restates his existing severance agreement with the Company, as amended and in effect immediately prior to the date of the A&R Agreement, and makes further amendments

primarily to (1) reflect that Mr. Moreland's position will be Executive Vice Chairman effective as of June 1, 2016, (2) amend the defined term "Annual Bonus" to mean Mr. Moreland's target annual incentive for the calendar year of termination, (3) remove the obligation of the Company to pay Mr. Moreland a multiple of base salary and Annual Bonus in the event of a Qualifying Termination not occurring during a Change of Control Period, (4) remove accelerated vesting of Mr. Moreland's outstanding Stock Options and Restricted Stock Awards (including restricted stock units) (collectively, "Equity Awards"), in the event of a Qualifying Termination not occurring during a Change of Control Period and replace such accelerated vesting with continued vesting of such Equity Awards pursuant to their terms as if he were an employee, and (5) provide that in the event of a Post-2017 Termination, Mr. Moreland would receive the benefits normally provided for a Qualifying Termination not occurring during a Change of Control Period (including continued vesting of Equity Awards as if he were an employee), except for the release of any Company claims against Mr. Moreland, and provided that, in the event such Post-2017 Termination were for Cause, certain of the other Qualifying Termination benefits would be forfeited ("Post-2017 Termination" means any termination of Mr. Moreland's employment with the Company and its subsidiaries on or after December 31, 2017 for any reason other than (i) pursuant to a Qualifying Termination or (ii) due to Disability or death). Capitalized terms used in this paragraph and not otherwise defined herein shall have the meanings set forth in Mr. Moreland's A&R Agreement.

The foregoing description is qualified in its entirety by reference to the A&R Agreements, which are filed herewith as exhibits 10.3 and 10.4 and are incorporated herein by reference.

In addition, the Board approved, and the Company entered into, severance agreement amendments with certain of the other executive officers of the Company, including James D. Young, Patrick Slowey and Philip M. Kelley. Each of these amendments amends the defined term "Annual Bonus" in the applicable severance agreement to mean the executive's target annual incentive for the calendar year of termination. Such amendments make no other changes to the terms of applicable severance agreements. The foregoing description is qualified in its entirety by reference to the form of such severance agreement amendment, which is filed herewith as Exhibit 10.5 and is incorporated herein by reference.

Non-employee Director Equity Compensation. On February 18, 2016, the Board also approved an annual equity grant of shares of Common Stock to the non-employee directors of the Board. A summary of the current components of compensation for non-employee members of the Board, including the equity grants approved on February 18, 2016, is filed herewith as Exhibit 10.6 to this Form 8-K.

As used in this Form 8-K, the term "including" and any variation thereof, means "including without limitation."

ITEM 9.01 — FINANCIAL STATEMENTS AND EXHIBITS

(c) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	2016 Executive Management Team Annual Incentive Plan
10.2	Form of 2013 Long-Term Incentive Plan Restricted Stock Units Agreement
10.3	Amended and Restated Severance Agreement between Crown Castle International Corp. and Jay A. Brown, effective as of June 1, 2016
10.4	Amended and Restated Severance Agreement between Crown Castle International Corp. and W. Benjamin Moreland, effective as of June 1, 2016
10.5	Form of Amendment to Severance Agreement between Crown Castle International Corp. and certain executive officers, including James D. Young, Patrick Slowey and Philip M. Kelley
10.6	Summary of Non-Employee Director Compensation

SIGNATURES

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

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ Kenneth J. Simon

Name: Kenneth J. Simon

Title: Senior Vice President and General Counsel

Date: February 24, 2016

EXHIBIT INDEX

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2016 Executive Management Team Annual Incentive Plan

Plan Document

(Effective January 1, 2016)

Crown Castle International Corp.
2016 EMT Annual Incentive Plan

Overview

This Plan Document is designed to outline the provisions of the Crown Castle International Corp. (“CCIC” or “Company”) 2016 Executive Management Team (EMT) Annual Incentive Plan (the “Plan”) effective as of the 1st day of January 2016, in accordance with the terms provided herein.

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

Section 1. Objectives

The Company’s main objectives for the Plan are:

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

Section 2. Plan Year

The effective date of this Plan is January 1, 2016. The Plan will remain in effect from January 1, 2016 to December 31, 2016 (the “Plan Year”).

Section 3. Administration

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

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

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

Section 4. Eligibility

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

Section 5. Change in Eligibility Status

In making decisions regarding employees' participation in the Plan, the CEO may consider any factors that he or she may consider relevant. The following guidelines are provided as general information regarding employee status changes upon the occurrence of the events described below, provided that recommendation to include an employee in the Plan originates from the CEO, and the Committee may, in its sole discretion, exercise its authority to apply alternate treatment to any Participant experiencing a change in eligibility status during the Plan Year:

- (a) **New Hires.** A newly hired employee selected and approved as a Participant in the Plan prior to March 1 of the Plan Year may participate in the Plan based on a full Plan Year. A newly hired employee selected and approved as a Participant in the Plan on or after March 1 and before November 1 of the Plan Year may participate in the Plan on a pro rata basis as of the date the Participant was first approved as a Participant in the Plan with respect to the Plan Year. A newly hired employee selected and approved as a Participant in the Plan on or after November 1 of the Plan Year will not be eligible to participate in the Plan until a new Plan Year begins the following January 1.
- (b) **Transfer, Promotion.** A Participant that experiences a transfer or promotion during the Plan Year may participate in the Plan on a pro rata basis, with a portion of the Incentive Award tied to time spent in the former position and the balance of the Incentive Award tied to time spent in the latter position.
- (c) **Demotion.** An Incentive Award will generally not be made to an employee who has been demoted during the Plan Year due to performance.
- (d) **Termination.** An Incentive Award will generally not be made to any Participant whose services are terminated prior to the payment of the Incentive Award for reasons of misconduct, failure to perform or other cause.
- (e) **Resignation.** An Incentive Award will generally not be made to any Participant who resigns for any reason, including retirement, before the Incentive Award is paid. However, if the Participant has voluntarily terminated his or her employment with the Company's consent, the Participant may be considered for a pro rata Incentive Award, provided the Participant otherwise qualifies for the Incentive Award.
- (f) **Death and Disability.** A Participant whose status as an active employee is changed prior to the payment of the Incentive Award for any reason other than the reasons cited above may be considered for a pro rata Incentive Award, provided the Participant otherwise qualifies for the Incentive Award. In the event that an Incentive Award is made on behalf of an employee who has terminated employment by reason of death, any such payments or other amounts due will generally be paid to the Participant's estate.

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

Section 6. Incentive Opportunity

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

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

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

Section 7. Performance Goals

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

Two performance categories will generally be used for each Participant:

1. **Corporate/Business Unit Performance** — One or more performance measures with equal or different weighting may be used within this category, including without limitation any one or more of the performance criteria described below:
 - Corporate Adjusted EBITDA – calculated as CCIC EBITDA adjusted for non-cash compensation and amortization of prepaid lease purchase price adjustments.
 - Corporate Adjusted Funds From Operations per Share – calculated as CCIC Adjusted Funds From Operations divided by weighted average CCIC common shares outstanding with respect to the Plan Year.
 - Business Unit Net New Sales – calculated as Gross New Tenant GAAP Revenue adjusted for Churn.

The Performance Goals for these financial measures will generally be based on the Company's 2016 financial budget/forecasts as approved by the Board.

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

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

Crown Castle International Corp.
2016 EMT Annual Incentive Plan

For the financial performance measures, threshold, target, and maximum Performance Goals will be established and aligned within the Participant's applicable Incentive Opportunity Zone as defined above in Section 6. The threshold, target, and maximum Performance Goals for these financial measures, based on the Company's budget/forecast for 2016 are set forth on Exhibit C.

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

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

Section 8. Minimum Performance Requirements

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

1. The Minimum Financial Performance Target level set forth on Exhibit C must be achieved for Participants to be eligible for the Annual Incentive.
2. The business units or departments for which the Participants are responsible must receive an acceptable 404 assessment of applicable internal controls. The receipt of a 404 assessment with a material weakness may result in a reduction or elimination of the potential 2016 Annual Incentive for the responsible Participants and potentially all Participants.
3. The Participant must receive an Individual Performance Rating of Meets Expectations, Meets Plus Expectations or Exceeds Expectations. If a Participant receives an Individual Performance Rating of Meets Most Expectations, the Participant's Payout Multiple for the Corporate/Business Unit Performance Goals will be reduced to the lower of the Individual Payout Multiple received for the Meets Most Expectations Rating or the Payout Multiple received for the Corporate/Business Unit Performance Goals. If a Participant receives an Individual Performance Rating of Does Not Meet Expectations, the Participant will not receive an Annual Incentive Award.

Section 9. Incentive Award Calculation

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

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

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

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

Crown Castle International Corp.
2016 EMT Annual Incentive Plan

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

Section 10. Incentive Award Payments

Incentive Award payments in accordance with this Plan will be processed by March 15, 2017 following the Board of Directors approval of the Plan Year's financial statements.

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

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

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

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

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

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

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

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

<u>Time Measure Date</u>	<u>Incremental Percentage</u>	<u>Aggregate Percentage</u>
_____, 20__	____%	____%
_____, 20__	____%	____%
_____, 20__	____%	____%

(c) As soon as administratively feasible after a Time Measure is satisfied, (1) the Committee shall certify in writing that the applicable Time Measure has been satisfied and the Forfeiture Restrictions shall lapse as to the number of Holder's Units as calculated above ("Vested Units"), and (2) the Company shall distribute to the Holder one share of Stock ("Distributed Stock") in exchange for each Vested Unit in accordance with the timing restrictions of Section 9 hereof, and upon such exchange the Vested Units shall be automatically cancelled. The period from the Grant Date to the date that the applicable Time Measure is satisfied is sometimes hereinafter called the "Restricted Period."

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

5. Termination of Employment of Service. If Holder's employment with the Group terminates or is terminated prior to the end of the last Restricted Period, then the remaining Holder's Units shall be forfeited and surrendered to the Company; provided, however, that, in such event, the Committee may (subject to the terms of the 2013 Plan), in its sole discretion, cause the Forfeiture Restrictions to lapse as to all or a part of the Holder's Units and, subject to the timing restrictions of Section 9 hereof, cause Distributed Stock to be issued and distributed with respect to such Units as if they were Vested Units subject to such terms set by the Committee, which may include satisfaction of the Time Measures that would otherwise be applicable to such Units if Holder's employment with the Group had continued. For purposes of this Section 5, Holder's services as a member of the board of directors (or a similar position) of a member of the Group shall be considered employment with the Group. In the event Holder's employment with the Group terminates or is terminated under circumstances constituting retirement under any then-existing Board-approved retirement policy, the lapse of the Forfeiture Restrictions with respect to or the forfeiture of Holder's Units, as applicable, shall be determined in accordance with such retirement policy.

6. Disclosure of Units. If Holder discloses or discusses in any manner this Agreement prior to the end of the Restricted Period to or with any other person (including any other employee of the Group), then the Holder's Units may be forfeited and the Holder's Units may be surrendered to the Company; provided, the above restriction is not applicable to the extent of reasonable disclosure (i) to an advisor to the Holder (e.g., accountant, financial planner) that has a legitimate reason to have such

information and that is subject to an obligation to maintain the confidentiality of such information, (ii) required by applicable law including any applicable securities law, (iii) to an employee of the Group specifically involved with the administration of this Agreement, or (iv) to Holder's spouse.

7. Dividend Equivalents. While the Holder's Units are outstanding and still subject to a Forfeiture Restriction, the Company will accrue Dividend Equivalents on behalf of the Holder. The Dividend Equivalents with respect to each Holder's Unit will be equal to the sum of the cash dividends declared and paid by the Company with respect to each share of Stock while the Holder's Units are outstanding. No interest will accrue on the Dividend Equivalents. The Dividend Equivalents with respect to a Holder's Unit shall be earned and distributed in cash generally at or shortly after the time such Holder's Unit converts to Stock and in accordance with Section 9 hereof. Any and all Dividend Equivalents with respect to the Holder's Units that are forfeited shall also be forfeited and not deemed earned by nor distributed to Holder. Following lapsing of the Forfeiture Restrictions with respect to Holder's Units and pending distribution of Distributed Stock in respect thereto, Holder shall be entitled to receive Dividend Equivalents relating to such Holder's Units to the extent, if any, that the Holder is not entitled to receive with respect to the Distributed Stock dividends which would otherwise be paid to Holder during such interim period if the Distributed Stock had been so distributed, but in no event shall Holder be entitled to receive both a Dividend Equivalent and a dividend for such interim period.

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

9. Internal Revenue Code §409A Compliance. Any Distributed Stock or Dividend Equivalents that become deliverable or payable to the Holder hereunder shall be delivered to the Holder no later than the end of the calendar year in which the Termination Date occurs. Notwithstanding the foregoing, in the event of a deemed lapse of any Forfeiture Restriction under the provisions of Section 5, delivery of Distributed Stock and Dividend Equivalents shall be made no earlier than the Termination Date otherwise applicable hereunder, and not later than the last day of the calendar year containing the Termination Date. This Agreement is intended to satisfy the requirement of Section 409A of the Internal Revenue Code of 1986, as amended, and the rules and regulations thereunder, and shall be interpreted consistent with such intent.

10. Withholding of Tax. To the extent that the Holder's Units, Distributed Stock, Dividend Equivalents, or any event pursuant to this Agreement results in the receipt of compensation or other taxable income by Holder (including Holder's Spouse) for tax purposes, Holder shall deliver to the Company such amount of cash or shares of Distributed Stock as the Company may require to meet its obligation under applicable

tax laws or regulations. The Company has the right to withhold shares of Distributed Stock or cash until Holder has made arrangements approved by the Company to satisfy all applicable tax withholding requirements of the Company.

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

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

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

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

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

IN WITNESS WHEREOF, the Company has executed this Agreement by its duly authorized officer and Holder has executed this Agreement, effective as of the Grant Date.

CROWN CASTLE INTERNATIONAL CORP.

By: _____

Name: _____

Title: _____

Date: _____

Holder Signature

Date

**AMENDED AND RESTATED
SEVERANCE AGREEMENT**

AMENDED AND RESTATED SEVERANCE AGREEMENT (“Agreement”), entered into the 23rd day of February, 2016, to be effective as of June 1, 2016 (“Effective Date”), by and between Crown Castle International Corp. and Jay A. Brown (the “Executive”).

Company and Executive previously entered into that certain Severance Agreement (together with all amendments thereto as of immediately prior to the date hereof, the “Original Agreement”), dated effective as of July 1, 2008 (“Commencement Date”). Company and Executive now desire to enter into this Agreement in order to amend and restate the Original Agreement, in its entirety, as set forth herein. This Agreement sets forth the terms and conditions of contingent severance arrangements between the Company (as defined below) and the Executive and cancels and supersedes, as of the Effective Date, all other severance related agreements between the parties. Notwithstanding the foregoing, if Executive ceases to be employed by the Company and its subsidiaries for any reason prior to the Effective Date, then this Agreement shall have no force or effect and the Original Agreement shall control with respect to any such termination.

I. DEFINITIONS

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

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

1.2 “Annual Bonus” means the Executive’s target annual bonus for the calendar year with the Date of Termination.

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

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

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

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

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

1.8 “Current Annual Bonus” means the Executive’s target annual bonus for the calendar year with the Date of Termination, prorated on a daily basis from the beginning of the calendar year to the Date of Termination.

1.9 “Date of Termination” means the effective date of the termination of the Executive’s employment with the Company and its subsidiaries (as set forth in the Notice of Termination, if applicable) and interpreted consistently as a “separation from service” under Section 409A of the Code (“Section 409A”).

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

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

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

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

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

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

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

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

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

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

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

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

1.22 "Performance Awards" means any Stock Options or Restricted Stock Awards granted to Executive in 2009 or after with a stock price performance or other performance requirement for vesting that has not been satisfied as of the Date of Termination; provided, that employment by the Executive is not a performance requirement.

1.23 "Target" means as to any Performance Awards the greater of (i) fifty percent (50%) or (ii) the target percentage or amount for such Performance Awards.

II. TERM AND POSITION

2.1 Term. This Agreement is effective as of the Commencement Date and terminates on the fifth anniversary of the Commencement Date (the "Term"); provided that, (i) beginning on the fifth anniversary of the Commencement Date and each anniversary thereafter (each, an "Anniversary Date") the Term shall be extended by 12 months unless either party provides notice (the "Notice") at least 60 days before any such Anniversary Date of his or its intent to terminate this Agreement as of such Anniversary Date, and (ii) if a Change in Control occurs during the Term, this Agreement shall not expire until the later of (a) the expiration of the Term or (b) the end of the Change in Control Period.

2.2 Position. During the Term from and after June 1, 2016, the Executive shall serve as President and Chief Executive Officer of the Company, or such other position agreed to in writing by the Company and Executive.

III. TERMINATION OF EMPLOYMENT

3.1 Termination by the Executive.

(a) Termination for Good Reason. The Executive may terminate Executive's employment during the Term for Good Reason by delivering a Notice of Termination to the Company in accordance with Section 6.8 within 60 days of the occurrence of the event purported to constitute "Good Reason" hereunder. The Company shall have 30 days from the date of the Executive's Notice of Termination for Good Reason to the Company to cure the Executive's right to termination for Good Reason.

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

3.2 Termination by the Company.

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

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

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

IV. BENEFITS UPON TERMINATION

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

- (a) the Company shall pay to the Executive in a cash lump sum within 30 days after the Date of Termination, the sum of (i) all Accrued Obligations and (ii) the product of one (1) times the sum of the Executive's Base Salary and Annual Bonus;
- (b) for one (1) year following the Date of Termination, or such longer period as each Plan may provide, the Company shall continue medical, dental, and vision benefits to the Executive and the Executive's family at a level at least equal to those that would have been provided if the Executive's employment had not been terminated under such Plan of the Company applicable to the Executive as of the Date of Termination (with payment of the Plan Economic Equivalent as to each Plan (i) that does not permit the Executive's continued participation or (ii) that the Executive becomes covered under another Plan with similar or comparable benefits (after 30 days notice to the Company));
- (c) all Stock Options held by the Executive shall become immediately vested and exercisable, and all Restricted Stock Awards held by the Executive shall continue to vest as if the Executive was an employee of the Company for the two (2) year period after the Date of Termination ("Vesting Period");
- (d) The Company shall pay the Executive the Current Annual Bonus when and if (taking into account the performance conditions) any annual bonuses for the year of termination are paid to other executives of the Company;
- (e) the Executive shall be entitled to fully participate in the Company's 401(k) plan for the calendar year with the Date of Termination including the Company contributions based upon participation or matching (with payment of the after-tax economic equivalent if and to the extent such is not permitted under the Company's 401(k) plan or by applicable law);
- (f) the Company shall pay to Executive the Prior Year Bonus when and if any annual bonuses for the year prior to the Date of Termination are paid to other executive officers of the Company; and
- (g) the Executive shall, as of such termination, be released by the Company (including its subsidiaries) from any and all claims and causes of action of any kind or character arising from Executive's employment with the Company (including its subsidiaries and any board membership relating to employment) and the Company shall indemnify and hold harmless the Executive against any such claims or causes of action to the extent permitted by applicable law.

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

- (a) the Company shall pay to the Executive in a cash lump sum within 30 days after the Date of Termination, the sum of (i) all Accrued Obligations and (ii) the product of two (2) times the sum of the Executive's Base Salary and Annual Bonus;
- (b) for two (2) years following the Date of Termination, or such longer period as each Plan may provide, the Company shall continue medical, dental, and vision benefits to the Executive and the Executive's family at a level at least equal to those that would have been provided if the Executive's employment had not been terminated under such Plan of the Company applicable to the Executive as of the Date of Termination (with payment of the Plan Economic Equivalent as to each Plan (i) that does not permit the Executive's continued participation or (ii) that the Executive becomes covered by another Plan with similar or comparable benefits (after 30 days notice to the Company));
- (c) all Stock Options and Restricted Stock Awards held by the Executive shall become immediately vested and such Stock Options shall become immediately exercisable; provided, that the Target shall immediately vest as to any Performance Awards and the Executive shall continue to vest as to any Performance Awards in excess of Target as if the Executive was an employee of the Company after the Date of Termination.
- (d) the Company shall pay the Executive the Current Annual Bonus when and if annual bonuses for the year of termination are paid to other executive officers of the Company;
- (e) the Executive shall be entitled to fully participate in the Company's 401(k) plan for the calendar year with the Date of Termination including the Company contributions based upon participation or matching (with payment of the after-tax economic equivalent if and to the extent such is not permitted under the Company's 401(k) plan or by applicable law);
- (f) the Company shall pay to Executive the Prior Year Bonus when and if any annual bonuses for the year prior to the Date of Termination are paid to other executive officers of the Company; and
- (g) the Executive shall, as of such termination, be released by the Company (including its subsidiaries) from any and all claims and causes of action of any kind or character arising from Executive's employment with the Company (including its subsidiaries and any board membership relating to employment) and the Company shall indemnify and hold harmless the Executive against any such claims or causes of action to the extent permitted by applicable law.

Any provision in this Agreement to the contrary notwithstanding, if a Change in Control occurs within six (6) months after the Date of Termination, which constitutes a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of its assets within the meaning of such terms under Section 409A, and if it is reasonably demonstrated by the Executive that such termination of employment (x) was at the request of a third party who had taken steps reasonably calculated to effect the Change in Control or (y) otherwise arose in connection with or anticipation of the Change in Control, then for all purposes of this Agreement the termination of the Executive's employment shall be deemed to have occurred during a Change in Control Period. In such circumstance, the incremental taxable payments pursuant to subsections (a)(ii), (b) and (c) as the result of deemed termination during a Change in Control Period shall be made in the first regularly scheduled payroll date following the Change in Control or, if later, the scheduled date of payment in any bonus or other plan pursuant to which the payments are made. Notwithstanding anything to the contrary in this Section 4.2, if the Date of Termination is on or after the Executive's 65th birthday, the Executive shall not receive the benefits pursuant to (a)(ii), (b) or (e) of this Section 4.2.

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

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

4.5 [Reserved]

4.6 Section 409A Limitation.

(a) Notwithstanding anything to the contrary in Sections 4.1 and 4.2, the taxable amounts payable by the Company to the Executive pursuant to (a)(ii), (d) and (e) of Section 4.1 or 4.2, as applicable, and other Company separation pay plan amounts, if any, shall be paid on the first (1st) day

following the six (6) month anniversary of the Date of Termination (“409A Deferred Date”) (or, if earlier, the date of Executive’s death) if the Executive is a “specified employee” pursuant to Section 409A of the Code. Notwithstanding anything to the contrary in Sections 4.1(b) and 4.2(b), with respect to the taxable amounts payable by the Company for the time period after Executive would be entitled to continuation coverage under a Company group health plan under Section 4980B of the Code if the Executive elected such coverage and paid the applicable premiums, Executive shall pay the monthly cost of the benefits consistent with the Company’s then current practices and the Company shall reimburse the Executive within 30 days after the Executive’s payment. Any reimbursements provided during an Executive’s taxable year shall not affect the amount eligible for reimbursement in any other taxable year and the right to premium reimbursement shall not be subject to liquidation or exchange for another payment or benefit. Notwithstanding anything to the contrary in Section 6.2, a payment pursuant to Section 6.2 shall be made (i) on or after the 409A Deferred Date if such payment is conditioned upon separation from service, (ii) on a monthly basis as to legal reimbursement, payable on the first (1st) day of each month (subject to (i) above), (iii) no later than the end of the taxable year of the Executive (or his estate), as applicable, following the taxable year in which a reimbursable expense was incurred (subject to (i) above), and (iv) no later than the end of the third (3rd) anniversary of the Executive’s death.

(b) Any payment or benefit that otherwise would be paid or provided following the Date of Termination and that is subject to deferral pursuant to Section 4.6(a) shall be accumulated and paid in a lump sum at the earliest date which complies with the requirements of Section 409A. This Section 4.6 and the Agreement shall be interpreted and construed consistent with Section 409A and concomitant regulations in order to avoid the imposition of any additional taxes and interest pursuant to Section 409A (“409A Taxes”).”

V. NONCOMPETITION OBLIGATIONS

The Executive shall be subject to the following noncompetition obligations:

(a) As consideration for the Agreement as provided herein, the Company and the Executive agree to the noncompetition obligations hereunder. From the Commencement Date and continuing for a period of 12 months from the Date of Termination, the Executive shall not personally engage in any “Competitive Activities” (as defined below) within any geographic area in the United States or Australia in which the Company or any of its Affiliates is then engaged in Competitive Activities (“Restricted Areas”); including, without limitation, working for, owning, managing, operating, controlling or participating in the ownership, management, operation or control of, or providing consulting or advisory services to, any individual partnership, firm, corporation, institution, entity or other person (“person”) engaged in Competitive Activities within any Restricted Areas; provided, however, that the purchase or holding for investment

purposes only, of securities of a company shall not constitute “ownership” or “participation in ownership” for these purposes so long as the equity interest in any such company represents less than 5% of the outstanding capital stock of such company. Anything herein to the contrary notwithstanding, no person shall be deemed engaged in Competitive Activities if less than 5% of its revenues are derived from “Competitive Activities” as defined in the next paragraph.

For such purposes above, “Competitive Activities” mean any business activity involving or relating to owning or operating wireless communication or broadcast towers located in the Restricted Area; provided, however, that if the Company is advised of a business opportunity by the Executive as provided below, and it declines to pursue such business opportunity, the Executive shall be free to pursue such business opportunity and such activity shall not be a “Competitive Activity.” If after the Date of Termination the Executive becomes aware of a business opportunity which involves a Competitive Activity in the Restricted Area, the Executive shall fully advise (in writing and indicating that such information is pursuant to this provision) the Company as to such opportunity and will not pursue it except as provided herein. If, within 15 business days of the Executive’s advising the Company of such business opportunity, the Board fails to adopt a resolution (and provide a certified copy to the Executive) that it will pursue such business opportunity, the Company will be deemed to have declined to pursue such opportunity. If, after a vote by the Board in favor of pursuing a business opportunity, the Company “fails to pursue” such opportunity, then the Company, including for this purpose the Board, shall be deemed to have declined to pursue such business opportunity as of the date it “fails to pursue” such opportunity. “Fails to pursue” means that the Company has failed to pursue such opportunity in a reasonable commercial manner and “fails to pursue” is irrebutably presumed if (x) within 30 days of such vote, the Company has not signed a confidentiality agreement with the parties representing such business opportunity; (y) within 60 days of such vote, the Company has not begun the due diligence process regarding such business opportunity; or (z) within 120 days of such vote, the Company is not in active discussions, or has otherwise terminated its discussions with the parties representing such business opportunity.

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

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

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

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

(d) It is expressly understood and agreed that the Company and the Executive consider the restrictions contained in (a) and (b) above to be reasonable and necessary to protect the business of the Company. Nevertheless, if any of the aforesaid restrictions are found by an arbitrator or a court having jurisdiction to be unreasonable, or overly broad as to geographic area or time, or otherwise unenforceable, the parties intend for the restrictions therein set forth to be modified by such arbitrator or court so as to be reasonable and enforceable and, as so modified by such arbitrator or court, to be fully enforced.

VI. MISCELLANEOUS PROVISIONS

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

6.2 Other Payments and Obligations. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or other claim, right or action which the Company may have against the Executive or others.

In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement. The Company agrees to pay, from time to time promptly upon invoice, to the full extent permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of any contest or controversy (regardless of the outcome thereof and whether or not litigation is involved) by the Company, the Executive or others of the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof; provided any contest or dispute is not in bad faith by the Executive.

6.3 Confidential Information.

(a) During the Term and thereafter, the Executive shall not, without the written consent of the Chief Executive Officer of the Company (“CEO”) or the Board (including an applicable committee of the Board) disclose to any person, other than (i) an employee of the Company, (ii) a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by the Executive of Executive’s duties as an executive of the Company, (iii) to the extent required by applicable law (including any rule or regulation) or (iv) to the extent necessary to enforce Executive’s rights pursuant to this Agreement, any material confidential information obtained by Executive while in the employ of the Company or its subsidiaries with respect to any of the products, improvements, formulas, designs or styles, processes, customers, methods of distribution or methods of manufacture of the Company or its subsidiaries, the disclosure of which Executive knows will be materially damaging to the Company; provided, however, that confidential information shall not include any information known generally to the public (other than as a result of unauthorized disclosure by the Executive) or any information of a type not otherwise considered confidential by persons engaged in the same business or a business similar to that conducted by the Company. Information concerning a business opportunity described in Section V (a) which the Company declines or “fails to pursue” shall not constitute information for purposes of this section.

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

(c) The Executive will, upon the Company’s request and without any payment therefor, execute any documents necessary or advisable in the opinion of the Company’s counsel to direct issuance of patents to the Company with respect to such inventions as are to be the Company’s exclusive property as against the

Executive under Section 6.3 (b) above or to vest in the Company title to such inventions as against the Executive; provided, however, that the expense of securing any such patent will be borne by the Company.

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

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

6.4 Release and Agreement. As a condition to the receipt of any compensation and benefits under this Agreement, if the Executive's employment with the Company is subject to a Qualifying Termination, the Executive must first execute a release and agreement ("Release"), in a reasonable commercial form, which shall release the Company and its subsidiaries and their officers, directors, employees and agents from any and all claims or causes of action arising out of the Executive's employment with the Company or its subsidiaries on the termination of such employment and thereafter not revoke the Release. Notwithstanding any provision herein to the contrary, if Executive has not delivered to the Company the executed Release on or before the 170th day after the Date of Termination, Executive shall forfeit all payments and benefits payable under Section 4.1 or 4.2 (other than Accrued Obligations), as applicable; provided however, that Executive shall not forfeit such amounts and benefits if (i) the Company has not delivered to Executive the required Release on or before the 30th day following the Date of Termination or (ii) such requirement is not necessary to avoid 409A Taxes. If a payment or benefit could otherwise be paid or provided in different calendar years as a result of the Release requirements, such payment shall be paid or provided in the later calendar year. The performance of the Company's obligation herein and the receipt of the payments and benefits provided herein to the Executive shall constitute full settlement of all such claims and causes of action and shall provide consideration for the Release.

6.5 Indemnification; D&O Coverage

(a) If the Executive is made a party, is threatened to be made a party, or reasonably anticipates being made a party, to any Proceeding by reason of the fact that Executive is or was a director, officer, member, employee, agent, manager, trustee, consultant or representative ("Agent") of the Company or any of its Affiliates or is or was serving at the request of the Company or any of its Affiliates, as an Agent of another person or if any Claim is made, is threatened to be made, or is reasonably anticipated to be made, that arises out of or relates to the Executive's service in any of the foregoing capacities, then the Executive shall promptly notify the Company in writing and be indemnified and held harmless to the fullest extent permitted or authorized by the Certificate of Incorporation or Bylaws of the Company as in effect on the Date of Termination (subject to any limitations imposed by applicable law), against any and all costs, expenses, liabilities and losses (including, without limitation, reasonable attorneys' and other professional fees and charges, judgments, interest, expenses of investigation, penalties, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by the Executive in connection therewith or in

connection with seeking to enforce Executive's rights under this Section 6.5(a), and such indemnification shall continue as to the Executive even if Executive has ceased to be an Agent of the Company or other person and shall inure to the benefit of the Executive's heirs, executors and administrators. The failure to give prompt notice shall only reduce the indemnification obligation to the extent, if any, that the Company is damaged by such breach. The Executive shall be entitled to prompt advancement of any and all costs and expenses (including, without limitation, reasonable attorneys' and other professional fees and charges) incurred by Executive in connection with any such Proceeding or Claim to the fullest extent permitted or authorized by the Certificate of Incorporation or Bylaws of the Company as in effect on the Date of Termination (subject to any limitations imposed by applicable law), any such advancement to be made promptly after Executive gives written notice, supported by reasonable documentation, requesting such advancement. Such notice shall include, to the extent required by applicable law, an undertaking by the Executive to repay the amounts advanced to the extent that Executive is ultimately determined not to be entitled to indemnification against such costs and expenses. Nothing in this Agreement shall operate to limit or extinguish any right to indemnification, advancement of expenses, or contribution that the Executive would otherwise have (including, without limitation, by agreement or under applicable law). For purposes of this Agreement, "Claim" shall include, without limitation, any claim, demand, request, investigation, dispute, controversy, threat, discovery request, or request for testimony or information and "Proceeding" shall include, without limitation, any actual, threatened, or reasonably anticipated, action, suit or proceeding, whether civil, criminal, administrative, investigative, appellate, formal, informal or other.

(b) Neither the failure of the Company (including its Board, independent legal counsel or stockholders) to have made a determination prior to the commencement of any Proceeding concerning payment of amounts claimed by the Executive under Section 6.5(a) that indemnification of the Executive is proper because Executive has met the applicable standard of conduct, nor a determination by the Company (including its Board, independent legal counsel or stockholders) that the Executive has not met such applicable standard of conduct, shall create a presumption that the Executive has not met the applicable standard of conduct.

(c) A directors' and officers' liability insurance policy (or policies) shall be kept in place until the sixth anniversary of the Date of Termination, providing coverage to the Executive that is no less favorable to Executive in any respect (including with respect to scope, exclusions, amounts, and deductibles) than the coverage then being provided to any other present or former senior executive or director of the Company.

6.6 Successors.

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

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

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

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

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

If to the Executive:

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

If to the Company:

Crown Castle International Corp.
1220 Augusta Drive, Suite 600
Houston, Texas 77057
Attention: General Counsel/Corporate Secretary

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

6.9 Stock Retention. Executive agrees to own and hold by and after July 1, 2011 at least 6,000 shares of Company common stock (“Retained Stock”) during his employment with the Company (including any of its subsidiaries). The number of shares of Retained Stock shall be adjusted for stock splits, stock dividends, spin offs and other relevant changes in the Company’s capital structure. Retained Stock shall include (i) restricted stock issued to Executive that is no longer subject to a forfeiture restriction, (ii) stock held in an individual retirement account, 401(k) plan or other qualified plan pursuant to the Code for the primary benefit of the Executive and/or Executive’s spouse and (iii) stock held by the Executive’s spouse. Restricted stock granted to the Executive by the Company that is subject to forfeiture restrictions shall not be counted as Retained Stock.

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

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

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

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

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

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

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

6.17 Retention and Incentive RSAs. The vesting (i.e., forfeiture removal) terms pursuant to the Succession Restricted Stock Agreement dated May 25, 2006 between the parties and the Integration Restricted Stock Agreement dated March 5, 2007 between the parties, shall control as to a conflict between such agreement and Section 4.1(c).

[signature page follows]

IN WITNESS WHEREOF, the Executive and the Company have entered into this Agreement on this 23rd day of February, 2016, to be effective as of the Effective Date, subject to the terms hereof.

COMPANY:

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ Kenneth J. Simon

Name: Kenneth J. Simon

Title: Senior Vice President and General Counsel

EXECUTIVE:

/s/ Jay A. Brown

Jay A. Brown

SCHEDULE I

“Change in Control” shall mean:

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

(b) individuals who constitute the Board at the date of this Severance Agreement (June , 2007) (the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

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

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

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

**AMENDED AND RESTATED
SEVERANCE AGREEMENT**

AMENDED AND RESTATED SEVERANCE AGREEMENT (“Agreement”), entered into the 23rd day of February, to be effective as of June 1, 2016 (“Effective Date”), by and between Crown Castle International Corp. (the “Company”) and W. BENJAMIN MORELAND (the “Executive”).

Company and Executive previously entered into that certain Severance Agreement (together with all amendments thereto as of immediately prior to the date hereof, the “Original Agreement”), dated effective as of January 7, 2003 (“Commencement Date”). Company and Executive now desire to enter into this Agreement in order to amend and restate the Original Agreement, in its entirety, as set forth herein. This Agreement sets forth the terms and conditions of contingent severance arrangements between the Company and the Executive and, as of the Effective Date, cancels and supersedes all other severance-related agreements between the parties. Notwithstanding the foregoing, if Executive ceases to be employed by the Company and its subsidiaries for any reason prior to the Effective Date, then this Agreement shall have no force or effect and the Original Agreement shall control with respect to any such termination.

I. DEFINITIONS

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

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

1.2 “Annual Bonus” means the Executive’s target annual bonus for the calendar year with the Date of Termination.

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

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

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

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

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

1.8 “Current Annual Bonus” means the Executive’s target annual bonus for the calendar year with the Date of Termination, prorated on a daily basis from the beginning of the calendar year to the Date of Termination.

1.9 “Date of Termination” means the effective date of the termination of the Executive’s employment with the Company and its subsidiaries (as set forth in the Notice of Termination, if applicable) and interpreted consistently as a “separation from service” under Section 409A of the Code (“Section 409A”).

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

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

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

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

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

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

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

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

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

1.19 “Stock Options” means stock options granted to the Executive to acquire stock of the Company.

1.20 Other Terms. Other capitalized terms shall have the meaning indicated within this Agreement.

1.21 “Performance Awards” means any Stock Options or Restricted Stock Awards granted to Executive in 2009 or after with a stock price performance or other performance requirement for vesting that has not been satisfied as of the Date of Termination; provided, that employment by the Executive is not a performance requirement.

1.22 “Target” means as to any Performance Awards the greater of (i) fifty percent (50%) or (ii) the target percentage or amount for such Performance Awards.

1.23 “Post-2017 Termination” means any termination of Executive’s employment with the Company and its subsidiaries on or after December 31, 2017 for any reason (including resignation by the Executive) other than (i) pursuant to a Qualifying Termination or (ii) due to Disability or death.

II. TERM AND POSITION

2.1 Term. This Agreement is effective as of the Commencement Date and terminates on the fifth anniversary of the Commencement Date (the “Term”); provided that, (i) beginning on the fifth anniversary of the Commencement Date and each anniversary thereafter (each, an “Anniversary Date”) the Term shall be extended by 12 months unless either party provides notice (the “Notice”) at least 60 days before any such Anniversary

Date of his or its intent to terminate this Agreement as of such Anniversary Date, and (ii) if a Change in Control occurs during the Term, this Agreement shall not expire until the later of (a) the expiration of the Term or (b) the end of the Change in Control Period.

2.2 Position. During the Term from and after June 1, 2016, the Executive shall serve as Executive Vice Chairman of the Company, or such other position agreed to in writing by the Company and Executive.

III. TERMINATION OF EMPLOYMENT

3.1 Termination by the Executive.

(a) Termination for Good Reason. The Executive may terminate Executive's employment during the Term for Good Reason by delivering a Notice of Termination to the Company in accordance with Section 6.8 within 60 days of the occurrence of the event purported to constitute "Good Reason" hereunder. The Company shall have 30 days from the date of the Executive's Notice of Termination for Good Reason to the Company to cure the Executive's right to termination for Good Reason.

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

3.2 Termination by the Company.

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

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

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

IV. BENEFITS UPON TERMINATION

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

- (a) the Company shall pay to the Executive in a cash lump sum within 30 days after the Date of Termination, all Accrued Obligations;
- (b) for two years following the Date of Termination, or such longer period as each Plan may provide, the Company shall continue medical, dental and vision benefits to the Executive and the Executive's family at a level at least equal to those that would have been provided if the Executive's employment had not been terminated under such Plan of the Company applicable to the Executive as of the Date of Termination (with payment of the Plan Economic Equivalent as to each Plan (i) that does not permit the Executive's continued participation or (ii) that the Executive becomes covered under another Plan with similar or comparable benefits (after 30 days notice to the Company));
- (c) all Stock Options and all Restricted Stock Awards held by the Executive shall continue to vest pursuant to their terms (other than any employment requirement) as if the Executive was an employee of the Company after the Date of Termination;
- (d) the Company shall pay the Executive the Current Annual Bonus when and if (taking into account the performance conditions) annual bonuses for the year of termination are paid to other executives of the Company;
- (e) the Executive shall be entitled to fully participate in the Company's 401(k) plan for the calendar year with the Date of Termination including the Company contributions based upon participation or matching (with payment of the after-tax economic equivalent if and to the extent such is not permitted under the Company's 401(k) plan or by applicable law)); and
- (f) the Executive shall, as of such termination, be released by the Company (including its subsidiaries) from any and all claims and causes of action of any kind or character arising from Executive's employment with the Company (including its subsidiaries and any board membership relating to employment) and the Company shall indemnify and hold harmless the Executive against any such claims or causes of action to the extent permitted by applicable law.

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

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

(b) for three years following the Date of Termination, or such longer period as each Plan may provide, the Company shall continue medical, dental and vision benefits to the Executive and the Executive's family at a level at least equal to those that would have been provided if the Executive's employment had not been terminated under such Plan of the Company applicable to the Executive as of the Date of Termination (with payment of the Plan Economic Equivalent as to each Plan (i) that does not permit the Executive's continued participation or (ii) that the Executive becomes covered by another Plan with similar or comparable benefits (after 30 days notice to the Company));

(c) all Stock Options and all Restricted Stock Awards held by the Executive shall become immediately vested and such Stock Options shall become immediately exercisable; provided, that the Target shall immediately vest as to any Performance Awards and the Executive shall continue to vest as to any Performance Awards in excess of Target as if the Executive was an employee of the Company after the Date of Termination.

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

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

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

Any provision in this Agreement to the contrary notwithstanding, if a Change in Control occurs within six (6) months after the Date of Termination, which constitutes a change in ownership or effective control of the Company or a change in the ownership of a substantial portion of its assets within the meaning of such terms under Section 409A, and if it is reasonably demonstrated by the Executive that such termination of employment (x) was at the request of a third party who had taken steps reasonably calculated to effect the Change in Control

or (y) otherwise arose in connection with or anticipation of the Change in Control, then for all purposes of this Agreement the termination of the Executive's employment shall be deemed to have occurred during a Change in Control Period. In such circumstance, the incremental taxable payments pursuant to subsection (a)(ii), (b) and (c) as the result of deemed termination during a Change in Control Period shall be made in the first regularly scheduled payroll date following the Change in Control or, if later, the scheduled date of payment in any bonus or other plan pursuant to which the payments are made. Notwithstanding anything to the contrary in this Section 4.2, if the Date of Termination is on or after the Executive's 65th birthday, the Executive shall not receive the benefits pursuant to (a)(ii), (b) or (e) of this Section 4.2.

4.3 Non-Qualifying Termination and Post-2017 Termination.

(a) Except as otherwise provided in Section 4.3(b), if the Executive's employment with the Company and its subsidiaries is terminated in a Non-Qualifying Termination, this Agreement shall terminate without further obligations to the Executive other than Accrued Obligations; provided, that if the Executive's employment is terminated due to Executive's death or Disability, all Stock Options and all Restricted Stock Awards held by the Executive shall become immediately vested and exercisable; provided, that the Target shall immediately vest as to any Performance Awards and the Executive shall continue to vest as to any Performance Awards in excess of the Target as if the Executive was an employee of the Company after the Date of Termination.

(b) In the event the Executive's employment with the Company and its subsidiaries is terminated, on or after December 31, 2017, pursuant to a Post-2017 Termination, Executive shall be entitled to receive each of the benefits set forth in (a) through (e) of Section 4.1; provided that, if such Post-2017 Termination is the result of a termination for Cause, then Executive shall not be entitled to receive the benefits pursuant to (b), (d) and (e) of Section 4.1.

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

4.5 [Reserved]

4.6 Section 409A Limitation.

(a) Notwithstanding anything to the contrary in Sections 4.1 and 4.2, the taxable amounts payable by the Company to the Executive pursuant to (a)(ii), (d) and (e) of Section 4.1 or 4.2, as applicable, and other Company separation pay plan amounts, if any, shall be paid on the first (1st) day following the six (6) month anniversary of the Date of Termination (“409A Deferred Date”) (or, if earlier, the date of the Executive’s death) if the Executive is a “specified employee” pursuant to Section 409A of the Code. Notwithstanding anything to the contrary in Sections 4.1 (b) and 4.2(b) with respect to the taxable amounts payable by the Company for the time period after Executive would be entitled to continuation coverage under a Company group health plan under Section 4980B of the Code if the Executive elected such coverage and paid the applicable premiums, Executive shall pay the monthly cost of the benefits consistent with the Company’s then current practices and the Company shall reimburse the Executive within 30 days after the Executive’s payment. Any reimbursements provided during an Executive’s taxable year shall not affect the amount eligible for reimbursement in any other taxable year and the right to premium reimbursement shall not be subject to liquidation or exchange for another payment or benefit. Notwithstanding anything to the contrary in Section 6.2, a payment pursuant to Section 6.2 shall be made (i) on or after the 409A Deferred Date if such payment is conditioned upon separation from service, (ii) on a monthly basis as to legal reimbursement, payable on the first (1st) day of each month (subject to (i) above), (iii) no later than the end of the taxable year of the Executive (or his estate), as applicable, following the taxable year in which a reimbursable expense was incurred (subject to (i) above), and (iv) no later than the end of the third (3rd) anniversary of the Executive’s death.

(b) Any payment or benefit that otherwise would be paid or provided following the Date of Termination and that is subject to deferral pursuant to Section 4.6(a) shall be accumulated and paid in a lump sum at the earliest date which complies with the requirements of Section 409A. This Section 4.6 and the Agreement shall be interpreted and construed consistent with Section 409A and concomitant regulations in order to avoid the imposition of any additional taxes and interest pursuant to Section 409A (“409A Taxes”).”

V. NONCOMPETITION OBLIGATIONS

The Executive shall be subject to the following noncompetition obligations:

(a) As consideration for the Agreement as provided herein, the Company and the Executive agree to the noncompetition obligations hereunder. From the Commencement Date and continuing for a period of 12 months from the Date of Termination, the Executive shall not personally engage in any “Competitive Activities” (as defined below) within any geographic area in the United States, the United Kingdom or Australia in which the Company or any of its Affiliates is then engaged in Competitive Activities (“Restricted Areas”); including, without limitation, working for, owning, managing, operating, controlling or participating in the ownership, management, operation or control of, or providing consulting or advisory services to, any individual partnership, firm, corporation, institution, entity or other person (“person”) engaged in Competitive

Activities within any Restricted Areas; provided, however, that the purchase or holding for investment purposes only, of securities of a company shall not constitute "ownership" or "participation in ownership" for these purposes so long as the equity interest in any such company represents less than 5% of the outstanding capital stock of such company. Anything herein to the contrary notwithstanding, no person shall be deemed engaged in Competitive Activities if less than 5% of its revenues are derived from "Competitive Activities" as defined in the next paragraph.

For such purposes above, "Competitive Activities" mean any business activity involving or relating to owning or operating wireless communication or broadcast towers located in the Restricted Area; provided, however, that if the Company is advised of a business opportunity by the Executive as provided below, and it declines to pursue such business opportunity, the Executive shall be free to pursue such business opportunity and such activity shall not be a "Competitive Activity." If after the Date of Termination the Executive becomes aware of a business opportunity which involves a Competitive Activity in the Restricted Area, the Executive shall fully advise (in writing and indicating that such information is pursuant to this provision) the Company as to such opportunity and will not pursue it except as provided herein. If, within 15 business days of the Executive's advising the Company of such business opportunity, the Board fails to adopt a resolution (and provide a certified copy to the Executive) that it will pursue such business opportunity, the Company will be deemed to have declined to pursue such opportunity. If, after a vote by the Board in favor of pursuing a business opportunity, the Company "fails to pursue" such opportunity, then the Company, including for this purpose the Board, shall be deemed to have declined to pursue such business opportunity as of the date it "fails to pursue" such opportunity. "Fails to pursue" means that the Company has failed to pursue such opportunity in a reasonable commercial manner and "fails to pursue" is irrebutably presumed if (x) within 30 days of such vote, the Company has not signed a confidentiality agreement with the parties representing such business opportunity; (y) within 60 days of such vote, the Company has not begun the due diligence process regarding such business opportunity; or (z) within 120 days of such vote, the Company is not in active discussions, or has otherwise terminated its discussions with the parties representing such business opportunity.

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

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

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

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

(d) It is expressly understood and agreed that the Company and the Executive consider the restrictions contained in (a) and (b) above to be reasonable and necessary to protect the business of the Company. Nevertheless, if any of the aforesaid restrictions are found by an arbitrator or a court having jurisdiction to be unreasonable, or overly broad as to geographic area or time, or otherwise unenforceable, the parties intend for the restrictions therein set forth to be modified by such arbitrator or court so as to be reasonable and enforceable and, as so modified by such arbitrator or court, to be fully enforced.

VI. MISCELLANEOUS PROVISIONS

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

6.2 Other Payments and Obligations. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any set-off, counterclaim, recoupment, defense or

other claim, right or action which the Company may have against the Executive or others. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement. The Company agrees to pay, from time to time promptly upon invoice, to the full extent permitted by law, all legal fees and expenses which the Executive may reasonably incur as a result of any contest or controversy (regardless of the outcome thereof and whether or not litigation is involved) by the Company, the Executive or others of the validity or enforceability of, or liability under, any provision of this Agreement or any guarantee of performance thereof.

6.3 Confidential Information.

(a) During the Term and thereafter, the Executive shall not, without the written consent of the Chief Executive Officer of the Company (“CEO”) or the Board (including an applicable committee of the Board) disclose to any person, other than (i) an employee of the Company, (ii) a person to whom disclosure is reasonably necessary or appropriate in connection with the performance by the Executive of Executive’s duties as an executive of the Company, (iii) to the extent required by applicable law (including any rule or regulation) or (iv) to the extent necessary to enforce Executive’s rights pursuant to this Agreement, any material confidential information obtained by Executive while in the employ of the Company or its subsidiaries with respect to any of the products, improvements, formulas, designs or styles, processes, customers, methods of distribution or methods of manufacture of the Company or its subsidiaries, the disclosure of which Executive knows will be materially damaging to the Company; provided, however, that confidential information shall not include any information known generally to the public (other than as a result of unauthorized disclosure by the Executive) or any information of a type not otherwise considered confidential by persons engaged in the same business or a business similar to that conducted by the Company. Information concerning a business opportunity described in Section V (a) which the Company declines or “fails to pursue” shall not constitute information for purposes of this section.

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

(c) The Executive will, upon the Company’s request and without any payment therefor, execute any documents necessary or advisable in the opinion of the Company’s counsel to direct issuance of patents to the Company with respect to such inventions as are to be the Company’s exclusive property as against the

Executive under Section 6.3 (b) above or to vest in the Company title to such inventions as against the Executive; provided, however, that the expense of securing any such patent will be borne by the Company.

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

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

6.4 Release and Agreement. As a condition to the receipt of any compensation and benefits under this Agreement, if the Executive's employment with the Company is subject to a Qualifying Termination, the Executive must first execute a release and agreement ("Release"), in a reasonable commercial form, which shall release the Company and its subsidiaries and their officers, directors, employees and agents from any and all claims or causes of action arising out of the Executive's employment with the Company or its subsidiaries on the termination of such employment and thereafter not revoke the Release. Notwithstanding any provision herein to the contrary, if Executive has not delivered to the Company the executed Release on or before the 170th day after the Date of Termination, Executive shall forfeit all payments and benefits payable under Section 4.1 or 4.2 (other than Accrued Obligations), as applicable; provided however, that Executive shall not forfeit such amounts and benefits if (i) the Company has not delivered to Executive the required Release on or before the 30th day following the Date of Termination or (ii) such requirement is not necessary to avoid 409A Taxes. If a payment or benefit could otherwise be paid or provided in different calendar years as a result of the Release requirements, such payment shall be paid or provided in the later calendar year. The performance of the Company's obligation herein and the receipt of the payments and benefits provided herein to the Executive shall constitute full settlement of all such claims and causes of action and shall provide consideration for the Release.

6.5 Indemnification; D&O Coverage

(a) If the Executive is made a party, is threatened to be made a party, or reasonably anticipates being made a party, to any Proceeding by reason of the fact that Executive is or was a director, officer, member, employee, agent, manager, trustee, consultant or representative ("Agent") of the Company or any of its Affiliates or is or was serving at the request of the Company or any of its Affiliates, as an Agent of another person or if any Claim is made, is threatened to be made, or is reasonably anticipated to be made, that arises out of or relates to the Executive's service in any of the foregoing capacities, then the Executive shall promptly notify the Company in writing and be indemnified and held harmless to the fullest extent permitted or authorized by the Certificate of Incorporation or Bylaws of the Company as in effect on the Date of Termination (subject to any limitations imposed by applicable law), against any and all costs, expenses, liabilities and losses (including, without limitation, reasonable attorneys' and other professional fees and charges, judgments, interest, expenses of investigation, penalties, fines, ERISA excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by the Executive in connection therewith or in

connection with seeking to enforce Executive's rights under this Section 6.5(a), and such indemnification shall continue as to the Executive even if Executive has ceased to be an Agent of the Company or other person and shall inure to the benefit of the Executive's heirs, executors and administrators. The failure to give prompt notice shall only reduce the indemnification obligation to the extent, if any, that the Company is damaged by such breach. The Executive shall be entitled to prompt advancement of any and all costs and expenses (including, without limitation, reasonable attorneys' and other professional fees and charges) incurred by Executive in connection with any such Proceeding or Claim to the fullest extent permitted or authorized by the Certificate of Incorporation or Bylaws of the Company as in effect on the Date of Termination (subject to any limitations imposed by applicable law), any such advancement to be made promptly after Executive gives written notice, supported by reasonable documentation, requesting such advancement. Such notice shall include, to the extent required by applicable law, an undertaking by the Executive to repay the amounts advanced to the extent that Executive is ultimately determined not to be entitled to indemnification against such costs and expenses. Nothing in this Agreement shall operate to limit or extinguish any right to indemnification, advancement of expenses, or contribution that the Executive would otherwise have (including, without limitation, by agreement or under applicable law). For purposes of this Agreement, "Claim" shall include, without limitation, any claim, demand, request, investigation, dispute, controversy, threat, discovery request, or request for testimony or information and "Proceeding" shall include, without limitation, any actual, threatened, or reasonably anticipated, action, suit or proceeding, whether civil, criminal, administrative, investigative, appellate, formal, informal or other.

(b) Neither the failure of the Company (including its Board, independent legal counsel or stockholders) to have made a determination prior to the commencement of any Proceeding concerning payment of amounts claimed by the Executive under Section 6.5(a) that indemnification of the Executive is proper because Executive has met the applicable standard of conduct, nor a determination by the Company (including its Board, independent legal counsel or stockholders) that the Executive has not met such applicable standard of conduct, shall create a presumption that the Executive has not met the applicable standard of conduct.

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

6.6 Successors.

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

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

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

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

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

If to the Executive:

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

If to the Company:

Crown Castle International Corp.
1220 Augusta Drive, Suite 600
Houston, Texas 77057
Attention: General Counsel/Corporate Secretary

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

6.9 Stock Retention. Executive agrees to own and hold by and after November 14, 2004 at least 43,000 shares of Company common stock (“Retained Stock”) during his employment with the Company (including any of its subsidiaries). The number of shares of Retained Stock shall be adjusted for stock splits, stock dividends, spin offs and other relevant changes in the Company’s capital structure. Retained Stock shall include (i) restricted stock issued to Executive that is no longer subject to a forfeiture restriction, (ii) stock held in an individual retirement account, 401(k) plan or other qualified plan pursuant to the Code for the primary benefit of the Executive and/or Executive’s spouse and (iii) stock held by the Executive’s spouse. Restricted stock granted to the Executive by the Company that is subject to forfeiture restrictions shall not be counted as Retained Stock.

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

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

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

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

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

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

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

[signature page follows]

IN WITNESS WHEREOF, the Executive and the Company have entered into this Agreement on this 23rd day of February, 2016, to be effective as of the Effective Date, subject to the terms hereof.

COMPANY:

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ Kenneth J. Simon

Name: Kenneth J. Simon

Title: Senior Vice President and General Counsel

EXECUTIVE:

/s/ W. Benjamin Moreland

W. Benjamin Moreland

SCHEDULE I

“Change in Control” shall mean:

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

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

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

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

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

AMENDMENT TO SEVERANCE AGREEMENT

This Amendment To Severance Agreement ("Amendment") is made by and between Crown Castle International Corp. ("Company") and _____ ("Executive").

WHEREAS, the Company and Executive entered into a Severance Agreement dated effective _____, 20__, as previously amended ("Agreement"); and

WHEREAS, the Company and Executive desire to amend the Agreement as set forth in this Amendment.

NOW THEREFORE, Executive and Company, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. Section 1.2 of the Agreement is amended to read as follows:

"1.2 "Annual Bonus" means the Executive's target annual bonus for the calendar year with the Date of Termination."

2. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

Executed effective as of February 23, 2016 in multiple originals.

COMPANY:

Crown Castle International Corp.

Dated: February __, 2016

By: _____
Name: _____
Title: _____

EXECUTIVE:

Dated: February __, 2016

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

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

Annual Equity Grant. At the Board’s first regularly scheduled meeting of each year, each non-employee director is granted shares of Common Stock having a valuation equal to approximately \$155,000 (\$230,000 in the case of the Chairman of the Board), priced at the per share closing price of the Common Stock as of the date of such Board meeting. On February 18, 2016, the Board granted (1) 1,801 shares of common stock (based upon the closing price of the Common Stock of \$86.02 per share on February 18, 2016) to each non-employee director of the Board, other than J. Landis Martin (or a pro-rated amount thereof to any director not expected to serve past the 2016 annual meeting of stockholders) and (2) 2,673 shares of common stock (based upon the closing price of the Common Stock of \$86.02 per share on February 18, 2016) to J. Landis Martin for service as non-employee Chairman of the Board.

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

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

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