
**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): June 30, 2014

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
(Address of principal executive
offices)

77057
(Zip Code)

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

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:

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

On June 30, 2014, Crown Castle Towers LLC (“Issuer Entity”) and certain of its wholly owned subsidiaries entered into an indenture supplement (“Indenture Supplement”) with the Bank of New York Mellon, as indenture trustee, to the Indenture relating to its outstanding Senior Secured Tower Revenue Notes, dated June 1, 2005 (as previously amended and supplemented, “Indenture”), by and among the Issuer Entity, Crown Castle South LLC, Crown Communication LLC, Crown Castle PT Inc. (“Crown PT”), Crown Communication New York, Inc. (“Crown NY”), Crown Castle International Corp. de Puerto Rico (“Crown PR”), Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC, Crown MUPA LLC and The Bank of New York Mellon (as successor to The Bank of New York, as successor to JPMorgan Chase Bank, N.A.), as trustee. The Indenture Supplement and certain related documentation were entered into in connection with the Issuer Entity’s permitted disposition of Crown PT, Crown NY and Crown PR (collectively, “Transferred Asset Entities”) to one or more indirect, wholly owned subsidiaries of Crown Castle International Corp. pursuant to, and in accordance with, the terms and conditions of the Indenture. The Transferred Asset Entities remain indirect, wholly owned subsidiaries of Crown Castle International Corp. following the disposition. Pursuant to the terms of the Indenture Supplement and certain related documentation, the Transferred Asset Entities were released as obligors and parties (and all liens on the collateral related to the Transferred Asset Entities were released) under the Indenture, the Senior Secured Tower Revenue Notes issued thereunder and certain agreements executed in connection with the Indenture, including the related management agreement, cash management agreement and pledge and security agreement.

For a complete description of the terms and conditions of the Indenture Supplement, please refer to the Indenture Supplement filed as Exhibit 4.1 hereto and which is incorporated herein by reference.

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

The information in Item 1.01 is incorporated herein by reference.

ITEM 9.01 — FINANCIAL STATEMENTS AND EXHIBITS

(d) Exhibits

Exhibit No.	Description
4.1	Indenture Supplement, dated June 30, 2014, by and among Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication LLC, Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle Towers 05 LLC, Crown Castle PR LLC, Crown Castle MU LLC, Crown Castle MUPA LLC and The Bank of New York Mellon (as successor to The Bank of New York as successor to JPMorgan Chase Bank, N.A.), as indenture trustee.

SIGNATURES

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

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ E. Blake Hawk

Name: E. Blake Hawk

Title: Executive Vice President and General Counsel

Date: July 1, 2014

EXHIBIT INDEX

Exhibit No.	Description
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INDENTURE SUPPLEMENT

between

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

as Issuers

and

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

as Indenture Trustee

dated as of June 30, 2014

TABLE OF CONTENTS

Page

ARTICLE I Definitions

Section 1.01	Definitions.	2
--------------	--------------	---

ARTICLE II REFERENCES TO ASSET ENTITIES, ISSUERS AND ISSUER PARTIES

Section 2.01	Removal of Transferred Asset Entities.	2
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ARTICLE III RELEASE OF COLLATERAL

Section 3.01	Release of Collateral.	3
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ARTICLE IV GENERAL PROVISIONS

Section 4.01	Further Assurances.	3
Section 4.02	Date of Execution.	3
Section 4.03	Governing Law.	3
Section 4.04	Severability.	4
Section 4.05	Counterparts.	4
Section 4.06	Effectiveness.	4

ARTICLE V Applicability Of Indenture

Section 5.01	Applicability.	4
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INDENTURE SUPPLEMENT

THIS INDENTURE SUPPLEMENT, dated as of June 30, 2014 (this "Indenture Supplement"), is between CROWN CASTLE TOWERS LLC, a Delaware limited liability company (the "Issuer Entity"), CROWN CASTLE SOUTH LLC, a Delaware limited liability company, CROWN COMMUNICATION LLC, a Delaware limited liability company, CROWN CASTLE PT INC., a Delaware corporation ("Crown PT"), CROWN COMMUNICATION NEW YORK, INC., a Delaware corporation ("Crown NY"), and CROWN CASTLE INTERNATIONAL CORP. DE PUERTO RICO, a Puerto Rico corporation ("Crown PR") (together with the Issuer Entity, the "Initial Issuers"), CROWN CASTLE TOWERS 05 LLC, a Delaware limited liability company, CROWN CASTLE PR LLC, a Puerto Rico limited liability company, CROWN CASTLE MU LLC, a Delaware limited liability company and CROWN CASTLE MUPA LLC, a Delaware limited liability company (collectively, the "Additional Issuers"), and, together with the Initial Issuers, the "Issuers"), and The Bank of New York Mellon (as successor to The Bank of New York, as successor to JPMorgan Chase Bank, N.A.), a New York banking corporation, as indenture trustee and not in its individual capacity (in such capacity, the "Indenture Trustee"). Each of the Issuers, other than the Issuer Entity, is an Asset Entity, as defined in the Indenture (as defined below).

RECITALS

WHEREAS, the Issuers are party to the Indenture, dated as of June 1, 2005 ("Base Indenture"), between the Initial Issuers and the Indenture Trustee, as amended and supplemented by (i) the Series 2005-1 Indenture Supplement, dated as of June 1, 2005, between the Initial Issuers and the Indenture Trustee, (ii) the Series 2005-1 Indenture Supplement, dated as of September 26, 2006, between the Initial Issuers and the Indenture Trustee, (iii) the Series 2006-1 Indenture Supplement, dated as of November 29, 2006, between the Issuers and the Indenture Trustee, (iv) the Series 2010-1, Class C-2015 Indenture Supplement, dated as of January 15, 2010, between the Issuers and the Indenture Trustee, (v) the Series 2010-2, Class C-2017 Indenture Supplement, dated as of January 15, 2010, between the Issuers and the Indenture Trustee, (vi) the Series 2010-3, Class C-2020 Indenture Supplement, dated as of January 15, 2010, between the Issuers and the Indenture Trustee, (vii) the Series 2010-4, Class C-2015 Indenture Supplement, dated as of August 16, 2010, between the Issuers and the Indenture Trustee, (viii) the Series 2010-5, Class C-2017 Indenture Supplement, dated as of August 16, 2010, between the Issuers and the Indenture Trustee, and (ix) the Series 2010-6, Class C-2020 Indenture Supplement, dated as of August 16, 2010, between the Issuers and the Indenture Trustee (the Base Indenture, as so amended and supplemented, the "Indenture");

WHEREAS, pursuant to the terms of the Indenture, Asset Entities may dispose of Tower Assets and/or the Issuer Entity may dispose of one or more Asset Entities that owns Tower Assets to one or more persons (including affiliates of the Asset Entities) so long as one of the tests enumerated in Section 7.32(b) of the Indenture is satisfied;

WHEREAS, the Issuer Entity intends to dispose of each of Crown PT, Crown PR and Crown NY (each a "Transferred Asset Entity" and, collectively, the "Transferred Asset Entities") in accordance with the terms of Section 7.32(b) of the Indenture;

WHEREAS, the requirements, including receipt of Rating Agency Confirmation, for such disposition enumerated in Section 7.32(b) of the Indenture have been satisfied;

WHEREAS, upon such disposition by the Issuer Entity of the Transferred Asset Entities, the Transferred Asset Entities shall no longer be Issuers, Asset Entities or Issuer Parties under, and for all purposes of, the Indenture and the Notes;

WHEREAS, upon such disposition by the Issuer Entity of the Transferred Asset Entities in accordance with the terms of the Indenture, all Liens on the Collateral related to the Tower Sites of such Transferred Asset Entities, including all Liens on the equity, membership or ownership interests of such Transferred Asset Entities disposed of by the Issuer Entity, shall be released; and

WHEREAS, the execution and delivery of this Indenture Supplement have been duly authorized and all conditions and requirements necessary to make this Indenture Supplement a valid and binding agreement have been duly performed and complied with.

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

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. All defined terms used herein and not defined herein shall have the meaning ascribed to such terms in the Indenture. All words and phrases defined in the Indenture shall have the same meaning in this Indenture Supplement, except as otherwise appears in this Article.

Additional terms are defined in the body of this Indenture Supplement.

In the event that any term or provision contained herein shall conflict with any term or provision contained in the Indenture, the terms and provisions of this Indenture Supplement shall govern.

ARTICLE II

REFERENCES TO ASSET ENTITIES, ISSUERS AND ISSUER PARTIES

Section 2.01 Removal of Transferred Asset Entities. The parties hereto agree that, following the execution and delivery of this Indenture Supplement, and upon the disposition by the Issuer Entity of the Transferred Asset Entities, the Transferred Asset Entities shall no longer be parties to, or obligors under, the Indenture and the Notes, and references in the Indenture to "Asset Entities", "Issuers" or "Issuer Parties" (or similar forms thereof) shall thereafter refer to the Asset Entities, Issuers or Issuer Parties (or similar forms thereof) other than the Transferred Asset Entities.

ARTICLE III

RELEASE OF COLLATERAL

Section 3.01 Release of Collateral.

(a) Upon the disposition by the Issuer Entity of the Transferred Asset Entities in accordance with the terms of the Indenture, all Liens on the Collateral related to the Tower Sites of such Transferred Asset Entities, including all Liens on the equity, membership or ownership interests of such Transferred Asset Entities disposed of by the Issuer Entity (the "Transferred Asset Entity Collateral"), shall be released.

(b) The Indenture Trustee hereby agrees that at the written request of the respective Transferred Asset Entity, and at the reasonable cost and expense of such Transferred Asset Entity, the Indenture Trustee shall promptly execute such additional instruments, documents or agreements as are reasonably necessary or desirable to terminate, discharge and remove the security interests and assignment related to the Transferred Asset Entities and the Transferred Asset Entity Collateral (including removing of record any documents constituting public notice thereof).

ARTICLE IV

GENERAL PROVISIONS

Section 4.01 Further Assurances. Each party to this Supplemental Indenture shall execute and deliver such further instruments, documents and agreements and shall take such other reasonable actions as may be necessary, proper or advisable to carry out the purposes and intent of this Agreement and the transactions contemplated by this Supplemental Indenture.

Section 4.02 Date of Execution. This Indenture Supplement for convenience and for the purpose of reference is dated as of June 30, 2014.

Section 4.03 Governing Law. THIS INDENTURE SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD INVOKE THE SUBSTANTIVE LAW OF A DIFFERENT JURISDICTION) AS TO ALL MATTERS, INCLUDING WITHOUT LIMITATION, MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES. THE ISSUERS IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY NEW YORK STATE COURT OR UNITED STATES FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR IN RELATION TO THIS INDENTURE SUPPLEMENT.

Section 4.04 Severability. In case any provision in this Indenture Supplement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 4.05 Counterparts. This Indenture Supplement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such respective counterparts shall together constitute but one and the same instrument.

Section 4.06 Effectiveness. The provisions of Article II and Article III of this Indenture Supplement shall become operative and effective upon the disposition by the Issuer Entity of the Transferred Asset Entities.

ARTICLE V

APPLICABILITY OF INDENTURE

Section 5.01 Applicability. The provisions of the Indenture are hereby ratified, approved and confirmed, except as otherwise expressly modified by this Indenture Supplement. The representations, warranties and covenants contained in the Indenture (except as expressly modified herein or as otherwise modified in context by the provisions of this Indenture Supplement) are hereby reaffirmed with the same force and effect as if fully set forth herein and made again as of the date hereof.

[SIGNATURE PAGE FOLLOWS]

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

CROWN CASTLE TOWERS LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer
and Treasurer

CROWN CASTLE SOUTH LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer
and Treasurer

CROWN COMMUNICATION LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer
and Treasurer

CROWN CASTLE TOWERS 05 LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer
and Treasurer

CROWN CASTLE PR LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer
and Treasurer

CROWN CASTLE MU LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer
and Treasurer

CROWN CASTLE MUPA LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer
and Treasurer

CROWN CASTLE PT INC., as Issuer and Transferred
Asset Entity

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer
and Treasurer

CROWN COMMUNICATION NEW YORK, INC., as
Issuer
and Transferred Asset Entity

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer
and Treasurer

CROWN CASTLE INTERNATIONAL CORP. DE
PUERTO RICO,
as Issuer and Transferred Asset Entity

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Senior Vice President, Chief Financial Officer
and Treasurer

THE BANK OF NEW YORK MELLON, as successor
to The
Bank of New York as successor to JPMorgan Chase Bank,
N.A.,
not in its individual capacity but solely as Indenture
Trustee

By: /s/ Helen Choi

Name: Helen Choi

Title: Vice President