

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

**FORM S-3
REGISTRATION STATEMENT**
Under
THE SECURITIES ACT OF 1933

Crown Castle International Corp.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation or organization)

76-0470458
(I.R.S. Employer
Identification No.)

**510 Bering Drive
Suite 500
Houston, Texas 77057
(713) 570-3000**

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

**W. Benjamin Moreland
Senior Vice President,
Chief Financial Officer and Treasurer
Crown Castle International Corp.**

**510 Bering Drive
Suite 500
Houston, Texas 77057
(713) 570-3000**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

**Stephen L. Burns, Esq.
Cravath, Swaine & Moore LLP
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019
(212) 474-1000**

Approximate date of commencement of proposed sale to public: From time to time after the effective date of this Registration Statement, as determined by the Registrant.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended (the "Securities Act"), other than securities offered only in connection with dividend or interest reinvestment plans, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If delivery of the prospectus is expected to be made pursuant to Rule 434, please check the following box.

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered(1)	Proposed maximum offering price per unit(2)	Proposed maximum aggregate offering price(2)	Amount of registration fee
Common Stock, par value \$.01 per share(3)	15,597,783 shares	\$7.88	\$122,910,530	\$9,944

(1) These securities will be offered from time to time by selling securityholders as reflected in "Selling Securityholders."

(2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(c) under the Securities Act, based on the average of the high and low prices for our common stock on The New York Stock Exchange on June 30, 2003.

(3) This registration statement also relates to preferred stock purchase rights, pursuant to the Amended and Restated Rights Agreement between the Registrant and ChaseMellon Investors LLC, as rights agent, which are attached to all shares of the Registrant's common stock. Until the occurrence of certain prescribed events, the rights are not exercisable, are evidenced by certificates representing the Registrant's

common stock and are transferred with and only with the Registrant's common stock and no separate consideration is to be received for the rights.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

SUBJECT TO COMPLETION DATED JULY 1, 2003

PROSPECTUS

15,597,783 Shares
Crown Castle International Corp.
Common Stock

We are registering 15,597,783 shares of our common stock for resale, from time to time, by the selling securityholders identified under the "Selling Securityholders" section of this prospectus. We will not receive any of the proceeds from the sale of these shares.

Our common stock is listed on The New York Stock Exchange under the symbol "CCI". The last reported sales price of our common stock on June 30, 2003 was \$7.77 per share.

Investing in our common stock involves risks. See "Risk Factors" on page 2 of this prospectus.

The securities offered in this prospectus have not been recommended by the Securities and Exchange Commission or any state or foreign securities commission or any regulatory authority. These authorities have not confirmed the accuracy or determined the adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is _____, 2003

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This prospectus is part of a registration statement that we filed with the SEC utilizing a “shelf” registration process. Under this shelf process, selling securityholders may, from time to time, resell their common stock in one or more offerings.

You should read this prospectus and any applicable prospectus supplement together with additional information described immediately below under the headings “Where You Can Find More Information” and “Incorporation of Certain Information by Reference.”

WHERE YOU CAN FIND MORE INFORMATION

We are subject to the information reporting requirements of the Securities Exchange Act of 1934, as amended, or the Exchange Act, and accordingly file annual, quarterly and special reports, proxy statements and other information with the SEC. Members of the public may read and copy any materials we file with the SEC at the SEC's Public Reference Room, 450 Fifth Street, N.W., Room 1024, Washington, D.C. 20549. Information on the operation of this public reference facility may be obtained by calling the SEC at 1-800-SEC-0330. The SEC maintains an Internet site at <http://www.sec.gov> that contains materials we file electronically with the SEC. Our SEC filings are also available at the offices of The New York Stock Exchange at 20 Broad Street, New York, New York 10005.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

This prospectus incorporates by reference important business and financial information about us that is not otherwise included in this document. The following documents filed by us with the SEC are incorporated herein by reference and shall be deemed to be a part hereof:

1. our Annual Report on Form 10-K for the fiscal year ended December 31, 2002, filed on March 26, 2003;
2. our Proxy Statement on Schedule 14A, filed on April 16, 2003;
3. our Quarterly Report on Form 10-Q for the three months ended March 31, 2003, filed on May 13, 2003;
4. our Current Reports on Form 8-K filed on January 8, 2003, March 31, 2003 and May 6, 2003; and
5. the description of our common stock contained in the Registration Statement on Form S-1 filed with the SEC on June 19, 1998, including any subsequent or future amendment or report for the purpose of updating such description.

Current Reports on Form 8-K containing only Regulation FD or Regulation G disclosure furnished under Item 9 or 12 of Form 8-K are not incorporated herein by reference.

All documents and reports filed by us with the SEC (other than Current Reports on Form 8-K containing only Regulation FD or Regulation G disclosure furnished pursuant to Item 9 or 12 of Form 8-K, unless otherwise indicated therein) pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act, after the date of this prospectus and prior to the termination of this offering shall be deemed incorporated herein by reference and shall be deemed to be a part hereof from the date of filing of such documents and reports. Any statement contained in a document incorporated or deemed to be incorporated by reference in this prospectus shall be deemed to be modified or superseded for purposes of this document to the extent that a statement contained herein or in any subsequently filed document or report that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this document.

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We will provide, without charge to each person, including any beneficial owner, to whom this document is delivered, upon written or oral request of such person, a copy of any or all of the documents incorporated herein by reference other than exhibits, unless such exhibits specifically are incorporated by reference into such documents or this document. Requests for such documents should be submitted in writing, addressed to:

Crown Castle International Corp.
510 Bering Drive
Suite 500
Houston, TX 77057
Attention: Corporate Secretary
Telephone: (713) 570-3000

FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that are based on current expectations, estimates, forecasts and projections about the industries in which we operate, management's beliefs, and assumptions made by management. In addition, other written or oral statements that constitute forward-looking statements may be made by or on behalf of us. Words such as "expects," "anticipates," "intends," "plans," "believes," "seeks," "estimates," variations of such words and similar expressions are intended to identify such forward-looking statements. These statements are not guarantees of future performance and involve risks, uncertainties and assumptions that are difficult to predict. Therefore, actual outcomes and results may differ materially from what is expressed or forecast in such forward-looking statements. Except as required under the federal securities laws and the rules and regulations of the SEC, we do not have any intention or obligation to update publicly any forward-looking statements, whether as a result of new information, future events or otherwise.

SUMMARY

This summary highlights information contained elsewhere in this prospectus and may not contain all the information that may be important to you. You should read the information under the heading “Risk Factors” on page 2 and the financial data and the related notes and other information included in or incorporated by reference in this prospectus before making an investment decision.

THE COMPANY

We own, operate and lease towers, including co-locatable rooftop sites, and transmission networks for wireless communications and broadcast transmission companies. We engage in such activities through a variety of structures, including subleasing and management arrangements. We own, operate and manage over 15,500 wireless communication sites in the United States, the United Kingdom and Australia. Our customers currently include many of the world’s major wireless communications and broadcast companies, including Verizon, Cingular, Nextel, T-Mobile, Sprint PCS, AT&T Wireless, SingTel Optus, Vodafone, O2, Hutchison 3G UK Limited, Orange, British Sky Broadcasting Group plc, National Transcommunications Limited and the British Broadcasting Corporation.

Our main businesses are leasing, including via licensing, antenna space on wireless and broadcast towers that can accommodate multiple tenants and operating analog and digital broadcast transmission networks and wireless networks. A key component of our strategy is to promote sharing of wireless towers and broadcast transmission infrastructure. We also provide certain network services relating to tower or other wireless infrastructure for our customers, including project management of antenna installations.

Our principal executive offices are located at 510 Bering Drive, Suite 500, Houston, Texas 77057, and our telephone number is (713) 570-3000.

THE OFFERING

Common stock offered by the selling securityholders	15,597,783 shares of our common stock.
Use of proceeds	The selling securityholders will receive all of the net proceeds from the sale of our common stock under this prospectus.
The New York Stock Exchange trading symbol	“CCI”

RISK FACTORS

Investing in our common stock involves risks. You should consider the risks, uncertainties and assumptions discussed under the caption “Risk Factors” included in our annual report on Form 10-K for the year ended December 31, 2002, which is incorporated by reference in this prospectus, and which may be amended, supplemented or superseded from time to time by other reports we file with the SEC in the future. Additional risks not currently known to us or that we currently deem immaterial also may impair our business.

USE OF PROCEEDS

The selling securityholders will receive all of the net proceeds from the sale of our common stock under this prospectus. We will not receive any of the proceeds from the sale of our common stock by the selling securityholders.

SELLING SECURITYHOLDERS

On December 8, 1998, we entered into an agreement with Bell Atlantic Mobile, Inc., or Bell Atlantic Mobile (an indirect wholly-owned subsidiary of Verizon Communications), to form a joint venture to own and operate certain towers owned by Bell Atlantic Mobile. Upon formation of the joint venture, we contributed, among other things, certain shares of our common stock into the joint venture. As a result of a partial redemption of its interest in the joint venture as of May 1, 2003, Bell Atlantic Mobile became the sole holder of 15,597,783 shares of our common stock. Pursuant to the registration rights provisions of the joint venture formation agreement we entered into with Bell Atlantic Mobile, dated December 8, 1998, as amended on May 1, 2003, we agreed to file a registration statement, of which this prospectus forms a part, on behalf of Bell Atlantic Mobile, its assignees or its transferees, to assist in the sale of our common stock held by Bell Atlantic Mobile, its assignees or its transferees. On June 25, 2003, Bell Atlantic Mobile transferred 4,900,000 shares of the above-referenced common stock to SPO Partners II, L.P.

This prospectus relates to resales of shares of our common stock by the selling securityholders as described below under “Plan of Distribution.” The registration statement, of which this prospectus forms a part, has been filed with the SEC, pursuant to the registration rights provisions of the joint venture formation agreement described above, as amended, to afford the selling securityholders the opportunity to sell such securities in public transactions rather than pursuant to exemptions from the registration and prospectus delivery requirements of the Securities Act. In order to take advantage of that opportunity, a holder of shares of our common stock offered pursuant to this prospectus must provide information about itself and the securities it is selling as required under the Securities Act.

The selling securityholders listed below and the beneficial owners of the common stock and their transferees, pledgees, donees or other successors, if not identified in this prospectus then so identified in supplements to this prospectus as required, are the selling securityholders under this prospectus. The following table sets forth information, as of a recent practicable date prior to the effectiveness of the registration statement of which this prospectus forms a part, with respect to the selling securityholders named below and the number of shares of common stock owned by the selling securityholders that may be offered pursuant to this prospectus. This information was supplied to us by the selling securityholders named in the table and may change from time to time. Because the selling securityholders may offer all or some portion of their common stock pursuant to this prospectus, and because we are not currently aware of any agreements, arrangements or understandings with respect to the sale of these securities, except as otherwise disclosed in the Schedule 13D, as amended, previously filed by Bell Atlantic Mobile and Verizon Communications with the Securities and Exchange Commission and the Schedule 13D, as amended, previously filed by SPO Partners II, L.P., SPO Advisory Corp. and the other reporting persons named therein with the Securities and Exchange Commission, we cannot predict the number of the

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shares of our common stock that will be held by the selling securityholders upon termination of this offering. In addition, some of the selling securityholders may have sold, transferred or otherwise disposed of all or a portion of their shares since the date on which they provided the information about themselves and the shares they were selling in transactions exempt from the registration requirements of the Securities Act. See “Plan of Distribution” below.

Unless otherwise disclosed in the footnotes to the table below, no selling securityholder has, or within the past three years has had, any position, office or other material relationship with us or any of our predecessors or affiliates. Each selling securityholder listed below may, under this prospectus, from time to time offer and sell the number of shares of common stock listed below opposite its name. Prior to any use of this prospectus in connection with an offering of these shares by a beneficial owner not listed as a selling securityholder below or its transferee, pledgee, donee or other successor, this prospectus will be supplemented to set forth the name and information with respect to that person.

<u>Name of Selling Securityholders</u>	<u>Shares of common stock beneficially owned prior to the offering</u>	<u>Shares of common stock offered hereby</u>	<u>Shares of common stock beneficially owned after the offering</u>	<u>Percent of shares of common stock owned after the offering</u>
Bell Atlantic Mobile, Inc.(1)	10,697,783	10,697,783	—	*
SPO Partners II, L.P.	24,227,663	4,900,000	19,327,663	8.83%

* Less than one percent.

(1) The board of representatives of our joint venture with Bell Atlantic Mobile currently consists of six representatives. Pursuant to the agreements governing the joint venture, Bell Atlantic Mobile currently appoints two representatives to the board of representatives while the Crown Castle joint venture partner currently appoints four representatives to the board of representatives. We also have various commercial relationships with Bell Atlantic Mobile and its affiliates, as described in the documents we file with the Securities and Exchange Commission, which are incorporated herein by reference.

PLAN OF DISTRIBUTION

The selling securityholders may from time to time sell shares of our common stock directly to purchasers. Alternatively, the selling securityholders may from time to time offer shares of our common stock through underwriters, brokers, dealers or agents who may receive compensation in the form of discounts, concessions or commissions from the selling securityholders and/or the purchasers of these securities for whom they may act as agent.

We cannot assure you that any selling securityholder will sell any or all of the shares under this prospectus or that any selling securityholder will not transfer, devise or gift its securities by other means not described in this prospectus.

The selling securityholders and any brokers, dealers or agents who participate in the distribution of our common stock covered by this prospectus may be deemed to be “underwriters,” and any profits on the sale of the common stock by them and any discounts, commissions or concessions received by any brokers, dealers or agents might be deemed to be underwriting discounts and commissions under the Securities Act. To the extent the selling securityholders may be deemed to be underwriters, the selling securityholders may be subject to some statutory liabilities of the Securities Act, including, but not limited to, Sections 11, 12 and 17 of the Securities Act and Rule 10b-5 under the Exchange Act. If the selling securityholders are deemed to be underwriters, they will be subject to the prospectus delivery requirements of the Securities Act.

The shares of our common stock offered hereby may be sold from time to time by, as applicable, the selling securityholders, to the extent permitted, by pledgees, donees, transferees or other successors in interest including by disposal from time to time in one or more transactions through any one or more of the following, as appropriate:

- a block trade in which the broker or dealer so engaged will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;

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- purchases by a broker or dealer as principal and resale by that broker or dealer for its account;
- ordinary brokerage transactions and transactions in which the broker solicits purchasers;
- an exchange distribution in accordance with the rules of that exchange or transactions in the over-the-counter market;
- in transactions otherwise than in the over-the-counter market;
- through the writing of put or call options on the shares;
- short sales of the shares and sales to cover the short sales;
- the pledge of the shares as security for any loan or obligation, including pledges to brokers or dealers who may, from time to time, themselves effect distributions of the shares or interests therein;
- the distribution of the shares by any selling securityholder to its partners, members or securityholders;
- sales through underwriters or dealers who may receive compensation in the form of underwriting discounts, concessions or commissions from the selling shareholders or successors in interest or from the purchasers of the shares for whom they may act as agent; and
- a combination of any of the above.

In addition, the shares of our common stock covered by this prospectus may be sold in private transactions or in open market transactions in reliance upon Rule 144 of the Securities Act, to the extent permitted by such Rule.

Sales may be made at prices and at terms then prevailing or at prices related to the then current market price or at negotiated prices and terms. In effecting sales, brokers or dealers may arrange for other brokers or dealers to participate.

Upon being notified by a selling securityholder that any material arrangement has been entered into with an underwriter, broker, dealer or agent regarding the sale of shares covered by this prospectus, a revised prospectus or prospectus supplement, if required, will be distributed which will set forth the aggregate amount of shares being offered and the terms of the offering, including the name or names of any underwriters, dealers or agents, any discounts, commissions and other items constituting compensation from the selling securityholders or the transfer agent, and any discounts, commissions or concessions allowed or reallocated or paid to dealers. The prospectus supplement and, if necessary, a post-effective amendment to the registration statement of which this prospectus forms a part, will be filed with the SEC to reflect the disclosure of additional information with respect to the distribution of the shares.

To our knowledge, there are currently no agreements, arrangements or understandings between any selling securityholder and any broker, dealer, agent or underwriter regarding the sale by any selling securityholder of shares of common stock covered by this prospectus. Under the securities laws of some states, the shares may be sold only through registered or licensed brokers or dealers. In addition, in some states, the shares may not be sold unless they have been registered or qualified for sale in the state or an exemption from registration or qualification is available and complied with. The selling securityholders and any other person participating in the distribution will be subject to applicable provisions of the Exchange Act, including, without limitation, Regulation M, which may limit the timing of purchases and sales of any of the shares by the selling securityholders and any other person. Furthermore, under Regulation M, any person engaged in the distribution of the shares may not simultaneously engage in market-making activities with respect to the particular shares being distributed for particular periods prior to the commencement of the distribution. All of the foregoing may affect the marketability of the shares and the ability of any person or entity to engage in market-making activities with respect to the shares.

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Under the terms of the registration rights provisions of the joint venture formation agreement, as amended, holders of shares of our common stock covered by this prospectus, on the one hand, and we, on the other hand, have agreed to indemnify each other against certain liabilities, including certain liabilities under the Securities Act, or will be entitled to contribution in connection with those liabilities.

Under the terms of the registration rights provisions of the joint venture formation agreement, as amended, we have also agreed to pay substantially all of the expenses in connection with the registration of the shares of common stock covered by this prospectus other than underwriting discounts, if any, and commissions and transfer taxes, if any, relating to the sale or disposition by the selling securityholders of the shares of our common stock covered by this prospectus.

VALIDITY OF SECURITIES

The validity of the common stock offered by this prospectus will be passed upon for us by Cravath, Swaine & Moore LLP, New York, New York.

EXPERTS

Our consolidated financial statements at December 31, 2001 and 2002, and for each of the three years in the period ended December 31, 2002, have been incorporated by reference in this prospectus in reliance upon the report of KPMG LLP, independent certified public accountants, and upon the authority of said firm as experts in accounting and auditing. The audit report covering the December 31, 2002 financial statements refers to the adoption of Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets" and Statement of Financial Accounting Standards No. 145, "Rescission of FASB Statements No. 4, 44, and 64, Amendment of FASB Statement No. 13, and Technical Corrections" on January 1, 2002, and a change in the method of accounting for derivative instruments and hedging activities in 2001.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

The following table itemizes the expenses incurred by the registrant in connection with the issuance and distribution of the common stock being registered, other than underwriting discounts and commissions. All the amounts shown are estimates, except the SEC registration fee.

SEC Registration Fees	\$ 9,944
Accounting fees and expenses	20,000
Legal fees and expenses	30,000
Printing fees and expenses	20,000
Miscellaneous fees and expenses	20,056
	<hr/>
Total	\$ 100,000

Item 15. Indemnification of Directors and Officers

Section 145 of the General Corporation Law of the State of Delaware (“DGCL”) provides that a corporation has the power to indemnify any director or officer, or former director or officer, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) against the expenses (including attorneys’ fees), judgments, fines or amounts paid in settlement actually and reasonably incurred by them in connection with the defense of any action by reason of being or having been directors or officers, if such person shall have acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, provided that such person had no reasonable cause to believe his conduct was unlawful, except that, if such action shall be in the right of the corporation, no such indemnification shall be provided as to any claim, issue or matter as to which such person shall have been judged to have been liable to the corporation unless and to the extent that the Court of Chancery of the State of Delaware (the “Court of Chancery”), or any court in which such suit or action was brought, shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as such court shall deem proper.

Accordingly, the Restated Certificate of Incorporation of the Company provides that the Company shall, to the maximum extent permitted under the DGCL, indemnify each person who is or was a director or officer of the Company. The Company may, by action of the Board of Directors, indemnify other employees and agents of the Corporation, directors, officers, employees or agents of a subsidiary, and each person serving as a director, officer, partner, member, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, at the request of the Company, with the same scope and effect as the indemnification of directors and officers of the Company. However, the Company shall be required to indemnify any person seeking indemnification in connection with a proceeding (or part thereof) initiated by such person only if such proceeding (or part thereof) was authorized by the Board of Directors or is a proceeding to enforce such person’s claim to indemnification pursuant to the rights granted by the Restated Certificate of Incorporation or otherwise by the Company. The Company may also enter into one or more agreements with any person which provide for indemnification greater or different than that provided in the Restated Certificate of Incorporation.

Furthermore, a director of the Company shall not be liable to the Company or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director’s duty of loyalty to the Company or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) under Section 174 of the DGCL, or (4) for any transaction from which the director derived an improper personal benefit.

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The Company's By-laws provide that each person who was or is made a party or is threatened to be made a party to or is involved in any manner in any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative ("Proceeding"), by reason of the fact that he or she or a person of whom he or she is the legal representative is or was a director or officer of the Company or, while a director or officer of the Company, a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall be indemnified and held harmless by the Company to the fullest extent permitted by the DGCL. Such indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of his or her heirs, executors and administrators; provided, however, that the Company shall indemnify any such person seeking indemnification in connection with a Proceeding (or part thereof) initiated by such person only if such Proceeding (or part thereof) was authorized by the Board of Directors or is a Proceeding to enforce such person's claim to indemnification pursuant to the rights granted by the Company's By-laws. The Company shall pay the expenses incurred by any person described in the first two sentences of this paragraph in defending any such Proceeding in advance of its final disposition upon, to the extent such an undertaking is required by applicable law, receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in the Company's By-laws or otherwise.

The Company's By-laws further provide that the indemnification and the advancement of expenses incurred in defending a Proceeding prior to its final disposition provided by, or granted pursuant to, the Company's By-laws shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Restated Certificate of Incorporation, other provision of the Company's By-laws or otherwise. The Company may also maintain insurance, at its expense, to protect itself and any person who is or was a director, officer, partner, member, employee or agent of the Company or a subsidiary or of another corporation, partnership, limited liability company, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under the DGCL.

The Company's By-laws further provide that the Company may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and rights to be paid by the Company the expenses incurred in defending any Proceeding in advance of its final disposition, to any person who is or was an employee or agent (other than a director or officer) of the Company or a subsidiary thereof and to any person who is or was serving at the request of the Company or a subsidiary thereof as a director, officer, partner, member, employee or agent of another corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans maintained or sponsored by the Company or a subsidiary thereof, to the fullest extent of the provisions of the Company's By-laws with respect to the indemnification and advancement of expenses of directors and officers of the Company.

The Company carries liability insurance for its directors and officers.

Item 16. Exhibits

See the index to exhibits, which is incorporated herein by reference.

Item 17. Undertakings

(a) The undersigned registrant hereby undertakes:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) To include any prospectus required by section 10(a)(3) of the Securities Act of 1933 (the "Securities Act");

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(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission under Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

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<u>Signature</u>	<u>Title</u>
/s/ RANDALL A. HACK	Director
Randall A. Hack	
/s/ DALE N. HATFIELD	Director
Dale N. Hatfield	
/s/ LEE W. HOGAN	Director
Lee W. Hogan	
/s/ EDWARD C. HUTCHESON, JR.	Director
Edward C. Hutcheson, Jr.	
/s/ J. LANDIS MARTIN	Chairman of the Board
J. Landis Martin	
/s/ ROBERT F. MCKENZIE	Director
Robert F. McKenzie	
/s/ WILLIAM D. STRITTMATTER	Director
William D. Strittmatter	

INDEX TO EXHIBITS

<u>Exhibit Number</u>	<u>Exhibit Description</u>
* 4.1	Restated Certificate of Incorporation of Crown Castle International Corp., dated August 21, 1998.
* 4.2	Amended and Restated By-laws of Crown Castle International Corp., dated August 21, 1998.
* 4.3	Certificate of Designations, Preferences and Relative, Participating, Optional and Other Special Rights of Preferred Stock and Qualifications, Limitations and Restrictions thereof of 12 ^{3/4} % Senior Exchangeable Preferred Stock Due 2010 and 12 ^{3/4} % Series B Senior Exchangeable Preferred Stock Due 2010 of Crown Castle International Corp. filed with the Secretary of State of the State of Delaware on December 18, 1998.
** 4.4	Certificate of Designations, Preferences and Relative, Participating, Optional and Other Special Rights of Preferred Stock and Qualifications, Limitations and Restrictions thereof of Series A and Series B Cumulative Convertible Redeemable Preferred Stock of Crown Castle International Corp. filed with the Secretary of State of the State of Delaware on November 19, 1999.
*** 4.5	Certificate of Designations, Preferences and Relative, Participating, Optional and Other Special Rights of Preferred Stock and Qualifications, Limitations and Restrictions thereof of 6.25% Cumulative Convertible Redeemable Preferred Stock of Crown Castle International Corp. filed with the Secretary of State of the State of Delaware on August 2, 2000.
**** 4.6	Specimen Certificate of Common Stock.
***** 4.7	Amended and Restated Rights Agreement dated as of September 18, 2000, between Crown Castle International Corp. and ChaseMellon Shareholder Services L.L.C.
4.8	Exhibit 9.8 to the Formation Agreement of Crown Castle International Corp. dated as of December 8, 1998, by and among Crown Castle International Corp., Cellco Partnership, d/b/a Bell Atlantic Mobile, the Transferring Partnerships and CCA Investment Corp. (referred to herein as the "Registration Rights Agreement")
4.9	Letter Agreement, dated May 1, 2003, between Crown Castle International Corp, Crown Atlantic Holding Company LLC, CCA Investment Corp. and Bell Atlantic Mobile, Inc., amending the Registration Rights Agreement.
†5	Opinion of Cravath, Swaine & Moore LLP.
23.1	Consent of KPMG LLP.
†23.2	Consent of Cravath, Swaine & Moore LLP (included in Exhibit 5).
24	Powers of Attorney (included in the signatures page of this registration statement).

† To be filed supplementally.

* Incorporated by reference to the exhibits in the Registration Statement on Form S-4 previously filed by the Registrant (Registration No. 333-71715)

** Incorporated by reference to the exhibit previously filed by the Registrant on Form 8-K (Registration No. 0-24737) dated November 19, 1999.

*** Incorporated by reference to the exhibit previously filed by the Registrant on Form 10-Q (Registration No. 0-24737) dated August 11, 2000.

**** Incorporated by reference to the exhibits in the Registration Statement on Form S-1 previously filed by the Registrant (Registration No. 333-57283).

***** Incorporated by reference to the exhibit previously filed by the Registrant in the Registration Statement on Form 8-A12G/A (Registration No. 0-24737) dated September 19, 2000.

EXHIBIT 9.8

REGISTRATION RIGHTS

SECTION 1. Certain Definitions.

(a) As used herein, the following terms shall have the following respective meanings:

"Commission" shall mean the U.S. Securities and Exchange Commission.

The terms "register," "registered" and "registration" refer to a resale registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

"Registrable Shares" shall mean those shares that are (a) (i) the Bidder Contributed Shares and (ii) any securities issued or issuable in respect of the Bidder Contributed Shares upon any stock split, stock dividend, distribution, reorganization, merger, consolidation, consideration, exchange, recapitalization or other similar event occurring following the date of the Agreement and (b) "restricted securities" as defined in rule 144(a)(3) under the Securities Act.

"Registration Expenses" shall mean all expenses, other than Selling Expenses, incurred by Bidder in

complying with Sections 2, 3 and 4 hereof, including without limitation, all registration and filing fees, printing expenses, fees and disbursements of counsel and independent public accountants for Bidder, fees and expenses (including counsel fees) incurred in connection with complying with state securities or "blue sky" laws, fees of the National Association of Securities Dealers, Inc., transfer taxes, fees of transfer agents and registrars, costs of insurance and fees and disbursements of one counsel for the sellers of Registrable Shares.

"Stockholders" shall mean those individuals and entities listed in Schedule I to the Stockholders Agreement.

"Selling Expenses" shall mean all underwriting discounts, selling commissions and stock transfer taxes applicable to the Registrable Securities registered pursuant to Sections 2, 3 and 4 hereof and the costs of any accountants, counsel or other experts retained by or on behalf of the holders of such Registrable Securities.

"Stockholders Agreement" shall mean the Stockholders Agreement dated as of the 21st of August, 1998

among Bidder and each of the Stockholders listed in Schedule I thereto.

(b) Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in Article 1 of the Formation Agreement dated as of December 8,

1998 (the "Agreement"), between Cellco Partnership, a Delaware general partnership doing business as Bell Atlantic Mobile ("BAM"), Crown Castle International Corp., a Delaware corporation ("Bidder") and CCA Investment Corp., a wholly-owned, indirect subsidiary of Bidder, of which this Exhibit is a part.

SECTION 2. "Piggy-Back" Registration. If Bidder at any time proposes to register any of its securities under the Securities Act for sale to the public, whether for its own account or for the account of other security holders or both (except with respect to registration statements on Forms S-4, S-8 or any successor or similar forms thereto and other than pursuant to a registration under Section 3), each such time it will give written notice to all holders of outstanding Registrable Shares of its intention to do so. Upon the written request of any such holder, received by Bidder within twenty (20) days after the giving of any such notice by Bidder, to register any of its Registrable Shares, Bidder will, except as provided below, cause the Registrable Shares as to which registration shall have been so requested to be included in the securities to be covered by the registration statement proposed to be filed by the Bidder, all to the extent requisite to permit the sale or other disposition by the holder of such Registrable Shares so registered. In the event that any registration pursuant to this Section 2 shall be, in whole or in part, an underwritten public offering of securities, the number of securities to be included in such an underwriting may be reduced if and to the extent that the managing underwriter shall be of the opinion that such inclusion would adversely affect the marketing of the securities to be sold therein as follows: First, all persons (other than Bidder, the requesting holder of Registrable Shares and the requesting Stockholders) who have requested shares to be registered shall be reduced in the manner provided by Bidder. In the event that the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters, then the number of shares shall be further reduced pro rata among the requesting holders of Registrable Shares according to the number of shares requested by each such holder to be registered. In the event the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters than the number of shares shall be reduced among the requesting Stockholders in accordance with Article IV of the Stockholders Agreement. Notwithstanding the foregoing provisions, the Bidder may withdraw any registration statement referred to in this Section 2 without thereby incurring any liability to the holders of Registrable Shares. There shall be no limit to the number of registrations of Registrable Shares which may be effected under this Section 2.

SECTION 3. Demand Registration.

(a) The holders of at least half of the Registrable Shares at any time after the date of the Agreement and prior to the time Bidder is eligible to file a registration statement on Form S-3 or similar short-form registration, may request Bidder to register under the Securities Act all or a portion of the Registrable Shares held by them for sale in the manner specified in such notice; provided that (i) the reasonably anticipated aggregate net proceeds to the sellers from such public offering would exceed \$30,000,000 and (ii) subject to Section 3(c), no such request may be made more than once every nine months. Notwithstanding anything to the contrary herein, no request may be made under this Section 3 within 90 days after the effective date of a registration statement filed by Bidder covering a firm commitment underwritten public

offering in which the holders of Registrable Shares shall have been entitled to join pursuant to Section 2 and in which there shall have been effectively registered all Registrable Shares as to which registration shall have been requested. Bidder shall be obligated to register the Registrable Shares pursuant to this Section 3(a) on two (2) occasions only; provided, however, that such obligations shall be deemed satisfied only when a registration statement covering all of the Registrable Shares specified in the notices received as aforesaid, for sale in accordance with the method of disposition specified by the requesting holders, shall have become effective and, if such method of disposition is a firm commitment underwritten public offering, all such shares shall have been sold pursuant thereto unless any such registration statement does not become effective due to the withdrawal of 66 2/3% of the Registrable Shares to be registered. Notwithstanding the foregoing, in the event Bidder is entitled to use Form S-3 or similar short-form registration but later is unable to do so, then to the extent the holders have not exercised their two demand rights under this Section 3(a), they shall be eligible to do so under this Section 3(a) until such time as Bidder again is entitled to use Form S-8 or similar short-form registration.

(b) Following receipt of any notice under this Section 3, Bidder shall immediately notify all holders of Registrable Shares from whom notice has not been received that a request for registration pursuant to Section 3(a) has been received and shall use its best efforts to register under the Securities Act, for public sale in accordance with the method of disposition specified in such notice from the requesting holders, the number of shares of Registrable Shares specified in such notice (and in all notices received by Bidder from other holders within twenty (20) days after the giving of such notice by Bidder). If such method of disposition shall be an underwritten public offering, the holders of a majority of the Registrable Shares to be sold in such offering may designate the managing underwriter of such offering, subject to the approval of Bidder, which approval shall not be unreasonably withheld or delayed.

(c) Bidder shall be entitled to include in any registration statement referred to in this Section 3, for sale in accordance with the method of disposition specified by the requesting holders, shares of Bidder's securities to be sold by Bidder for its own account, and shares of any other person having registration rights with respect to the Bidder's securities except as and to the extent that, in the opinion of the managing underwriter (if such method of disposition shall be an underwritten public offering), such inclusion would adversely affect the marketing of the Registrable Shares to be sold, then the number of shares to be registered and sold shall be reduced as follows: First, the shares of Bidder securities requested to be registered by shareholders with "piggyback" or other registration rights (other than the Stockholders and the holders of the Registrable Shares) shall be reduced at the direction of Bidder in accordance with the opinions of the underwriters participating in the public offering. In the event that the elimination of all of such shares is not sufficient to reduce the number of shares of Bidder's securities to be registered to the number recommended by the underwriters, then the number of shares to be registered by Bidder shall then be reduced. In the event that the number of shares requested to be registered after such reduction shall still be in excess of the number of shares requested to be registered by the underwriters, then the number of shares of Registrable Shares shall be reduced pro rata according to the number of shares requested by each such holder to be registered. In the event the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters, then

the number of shares shall be reduced among the requesting Stockholders in accordance with Article IV of the Stockholders Agreement. In the event the number of shares requested to be registered by the holders of Registrable Shares under this Section 3 is reduced to any extent as a result of this Section 3(c), then (i) the holders of Registrable Shares shall not be deemed to have exercised a demand right pursuant to this Section 3, (ii) the holders of Registrable Shares shall be entitled to make another request to register all or a portion of the Registrable Shares at anytime after 30 days after the date of the initial request and (iii) Bidder shall use its reasonable best efforts to file a registration statement pursuant to a request made under (ii) above as promptly as possible. Except as provided in this Section 3 and except for registration statements on Forms S-4, S-8 or any successor or similar forms thereto and except for a registration statement being filed as a result of a request made pursuant to the foregoing sentence, Bidder will not file with the Commission any other registration statement with respect to its equity securities, whether for its own account or that of other stockholders, from the date of receipt of a notice from requesting holders pursuant to this Section 3 until ninety (90) days after the commencement of the public offering of the Registrable Shares covered by the registration statement requested pursuant to this Section 3.

(d) Notwithstanding anything to the contrary contained herein, no request may be made under this Section 3 within ninety (90) days after the effective date of a registration statement filed by Bidder covering a firm commitment underwritten public offering in which the holders of Registrable Shares shall have been entitled to join pursuant to Sections 2 and in which there shall have been effectively registered all of the Registrable Shares as to which registration shall have been requested.

SECTION 4. Registration on Form S-3.

(a) The holders of Registrable Shares may request at any time that Bidder file a registration statement on Form S-3 or any successor form thereto for a public offering of all or portion of the Registrable Shares provided that (a) the reasonably anticipated aggregate price to the public of the Registrable Shares to be offered would exceed \$40,000,000 (or such lower amount in the case of a request by the holder to register the balance of the Registrable Shares), and (b) Bidder is a registrant entitled to use Form S-3 or any successor thereto to register such Registrable Shares. Promptly following receipt of any notice under this Section 4, Bidder shall use its best efforts to register under the Securities Act on Form S-3 or any successor form thereto, for public sale in accordance with the method of disposition specified in such notice, the number of shares of Registrable Shares specified in such notice. Whenever Bidder is required by this Section 4 to use its best efforts to effect the registration of Registrable Shares, each of the procedures and requirements of Sections 3, 4 and 5 (including but not limited to the requirement that Bidder notify all holders of Registrable Shares from whom notice has not been received and provide them with the opportunity to participate in the offering) shall apply to such registration.

(b) Bidder shall be entitled to include in any registration statement referred to in this Section 4, for sale in accordance with the method of disposition specified by the requesting holders, shares of Bidder's securities to be sold by Bidder for its own account, and shares of any other person having registration rights with respect to the Bidder's securities except as and to the extent that, in the opinion of the managing underwriter (if such method of disposition shall be an

underwritten public offering), such inclusion would adversely affect the marketing of the Registrable Shares to be sold, then the number of shares to be registered and sold shall be reduced as follows: First, the shares of Bidder securities requested to be registered by shareholders with "piggyback" or other registration rights (other than the Stockholders and the holders of the Registrable Shares) shall be reduced at the direction of Bidder in accordance with the opinions of the underwriters participating in the public offering. In the event that the elimination of all of such shares is not sufficient to reduce the number of shares of Bidder's securities to be registered to the number recommended by the underwriters, then the number of shares to be registered by Bidder shall then be reduced. In the event that the number of shares requested to be registered after such reduction shall still be in excess of the number of shares requested to be registered by the underwriters, then the number of shares of Registrable Shares shall be reduced pro rata according to the number of shares requested by each such holder to be registered. In the event the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters, then the number of shares shall be reduced among the requesting Stockholders in accordance with Article IV of the Stockholders Agreement. Except as provided in this Section 4 and except for registration statements on Forms S-4, S-8 or any successor or similar forms thereto, Bidder will not file with the Commission any other registration statement with respect to its equity securities, whether for its own account or that of other stockholders, from the date of receipt of notice from requesting holders pursuant to this Section 4 until ninety (90) days after the commencement of the public offering of the Registrable Shares covered by the registration statement requested pursuant to this Section 4.

SECTION 5. Registration Procedures. If and whenever Bidder is required by the provisions of Sections 2, 3 or 4 to use its best efforts to effect the registration of any Registrable Shares under the Securities Act, Bidder will, as expeditiously as possible:

(a) prepare and file with the Commission a registration statement with respect to such securities, which in the case of Section 3 shall be on Form S-1 or other available form satisfactory to the holders with respect to such securities, and cause such registration statement to become and remain effective for the period specified in Section 5(i);

(b) prepare and file with the Commission such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for the period specified in paragraph (i) below and comply with the provisions of the Securities Act with respect to the disposition of all Registrable Shares covered by such registration statement in accordance with the sellers' intended method of disposition set forth in such registration statement for such period;

(c) furnish to each seller of Registrable Shares and to each underwriter such number of copies of the registration statement and the prospectus included therein (including each preliminary prospectus) as such persons reasonably may request in order to facilitate the public sale or other disposition of the Registrable Shares covered by such registration statement;

(d) use its best efforts to register or qualify the Registrable Shares covered by such registration statement under the securities or "blue sky" laws of such jurisdictions as the

sellers of Registrable Shares or, in the case of an underwritten public offering, the managing underwriter reasonably shall request; provided, however, that Bidder shall not for any such purpose be required to qualify generally to transact business as a foreign corporation in any jurisdiction where it is not so qualified or to consent to general service of process in any such jurisdiction;

(e) use its best efforts to list the Registrable Shares covered by such registration statement with any securities exchange or market on which the securities of Bidder, if applicable, is then listed or quoted;

(f) immediately notify each seller of Registrable Shares and each underwriter under such registration statement, at any time when a prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event of which the Bidder has knowledge as a result of which the prospectus contained in such registration statement, as then in effect, contains an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(g) at the request of any seller of Registrable Shares, use its best efforts to furnish on the date that Registrable Shares are delivered to the underwriters for sale pursuant to such registration: (i) an opinion dated such date of counsel representing Bidder for the purposes of such registration, addressed to the underwriters and to such seller, stating that such registration statement has become effective under the Securities Act and that (A) to the best knowledge of such counsel, no stop order suspending the effectiveness thereof has been issued and no proceedings for that purpose have been instituted or are pending or contemplated under the Securities Act, (B) the registration statement, the related prospectus and each amendment or supplement thereto comply as to form in all material respects with the requirements of the Securities Act (except that such counsel need not express any opinion as to financial statements contained therein) and (C) to such other effects as reasonably may be requested by counsel for the underwriters or by such seller or its counsel and (ii) a letter dated such date from the independent public accountants retained by Bidder, addressed to the underwriters and to such seller, stating that they are independent public accountants within the meaning of the Securities Act and that, in the opinion of such accountants, the financial statements of Bidder included in the registration statement or the prospectus, or any amendment or supplement thereof, comply as to form in all material respects with the applicable accounting requirements of the Securities Act, and such letter shall additionally cover such other financial matters (including information as to the period ending no more than five (5) business days prior to the date of such letter) with respect to such registration as such underwriters reasonably may request;

(h) (i) make available for inspection by each seller of Registrable Shares, any underwriter participating in any distribution pursuant to such registration statement, and any attorney, accountant or other agent retained by such seller or underwriter, all financial and other records, pertinent corporate documents and properties of Bidder, (ii) cause Bidder's officers, directors and employees to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent in connection with such registration statement and (iii) provide each seller and its counsel with the opportunity to participate in the preparation of such registration statement;

(i) with respect to any registration statement pursuant to which Registrable Shares are to be sold pursuant to Sections 2, 3 or 4, Bidder shall use its best efforts to cause such registration statement to become and remain effective for one hundred and eighty (180) days; and

(j) enter into such agreements and take such other actions as the sellers of Registrable Shares and the underwriters reasonably request in order to expedite or facilitate the disposition of such Registrable Shares including, without limitation, preparing for and participating in, such number of "road shows" and all such other customary selling efforts as the underwriters reasonably request in order to expedite or facilitate such disposition. In connection with each registration hereunder, the sellers of Registrable Shares will furnish to Bidder in writing such information with respect to themselves and the proposed distribution by them as shall be reasonably necessary in order to assure compliance with Federal and applicable state securities laws. In connection with each registration pursuant to Sections 2, 3 or 4 covering an underwritten public offering, Bidder and cash seller agree to enter into a written agreement with the managing underwriter selected in the manner herein provided in such form and containing such provisions as are customary in the securities business for such an arrangement between such underwriter and companies of Bidder's size and investment stature (it being understood that Bidder will not require a selling stockholder to make any representation, warranty or agreement in such agreement other than with respect to such stockholder, the ownership of such stockholder's securities being registered and such stockholder's intended method of disposition). The representations and warranties by, and the other agreements on the part of, Bidder to and for the benefit of the underwriters in such written agreement with the underwriters shall also be made to and for the benefit of the selling stockholders. In the event that any condition to the obligations under any such written agreement with the underwriters is not met or waived, and such failure to be met or waived is not attributable to the fault of the selling stockholders requesting a demand registration pursuant to Section 3, such request for registration shall not be deemed exercised for purposes of determining whether such registration has been effected for purposes of Section 3.

SECTION 6. Expenses. All Registration Expenses shall be borne by Bidder whether or not the registration statement has become effective. All Selling Expenses shall be borne by the participating sellers in proportion to the number of shares sold by each, or by such participating sellers other than Bidder (except to the extent Bidder shall be a seller) as they may agree.

SECTION 7. Indemnification and Contribution.

(a) In the event of a registration of any of the Registrable Shares under the Securities Act pursuant to Sections 2, 3 or 4, Bidder will indemnify and hold harmless each seller of such Registrable Shares thereunder, each underwriter of such Registrable Shares thereunder and each other person, if any, who controls such seller or underwriter within the meaning of the Securities Act, against any losses, claims, damages or liabilities, joint or several, to which such seller, underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof)

arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any registration statement under which such Registrable Shares were registered under the Securities Act pursuant to Sections 2, 3 or 4, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse each such seller, each such underwriter and each such controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that Bidder will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished in writing by such seller, such underwriter or such controlling person specifically for use in such registration statement or prospectus.

(b) In the event of a registration of any of the Registrable Shares under the Securities Act pursuant to Sections 2, 3 or 4, each seller of such Registrable Shares thereunder, severally and not jointly, will indemnify and hold harmless Bidder, each person, if any, who controls Bidder within the meaning of the Securities Act, each officer of Bidder who signs the registration statement, each director of Bidder, each underwriter and each person who controls any underwriter within the meaning of the Securities Act, against all losses, claims, damages or liabilities, joint or several, to which Bidder or such officer, director underwriter or controlling person may become subject under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the registration statement under which such Registrable Shares were registered under the Securities Act pursuant to Sections 2, 3 or 4, any preliminary prospectus or final prospectus contained therein, or any amendment or supplement thereof, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse Bidder and each such officer, director, underwriter and controlling person for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that such seller will be liable hereunder in any such case if and only to the extent that any such loss, claim, damage or liability arises out of or is based upon an untrue statement or alleged untrue statement of a material fact or omission or alleged omission of a material fact made in reliance upon and in conformity with information pertaining to such seller, as such, furnished in writing to Bidder by such seller specifically for use in such registration statement or prospectus; and provided further, however, that the liability of each seller hereunder shall be limited to the proportion of any such loss, claim, damage, liability or expense which is equal to the proportion that the public offering price of the shares sold by such seller under such registration statement bears to the total public offering price of all securities sold thereunder, but not in any event to exceed the proceeds received by such seller from the sale of Registrable Shares covered by such registration statement.

(c) Promptly after receipt by an indemnified party hereunder of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party hereunder, notify the indemnifying party in writing thereof;

but the omission so to notify the indemnifying party shall not relieve it from any liability which it may have to such indemnified party other than under this Section 7 and shall only relieve it from any liability which it may have to such indemnified party under this Section 7 if and to the extent the indemnifying party is prejudiced by such omission. In case any such action shall be brought against any indemnified party and it shall notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate in and, to the extent it shall wish, to assume and undertake the defense thereof with counsel satisfactory to such indemnified party, and, after notice from the indemnifying party to such indemnified party of its election so to assume and undertake the defense thereof, the indemnifying party shall not be liable to such indemnified party under this Section 7 for any legal expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation and of liaison with counsel so selected; provided, however, that, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be reasonable defenses available to it which are different from or additional to those available to the indemnifying party or if the interests of the indemnified party reasonably may be deemed to conflict with the interests of the indemnifying party, the indemnified party shall have the right to select a separate counsel and to assume such legal defenses and otherwise to participate in the defense of such action, with the expenses and fees of such separate counsel and other expenses related to such participation to be reimbursed by the indemnifying party as incurred.

(d) In order to provide for just and equitable contribution to joint liability under the Securities Act in any case in which either (i) any indemnified party exercising rights under the Agreement, or any controlling person of any such holder, makes a claim for indemnification pursuant to this Section 7 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case notwithstanding the fact that this Section 7 provides for indemnification in such case, (ii) contribution under the Securities Act may be required on the part of any such selling holder or any such controlling person in circumstances for which indemnification is provided under this Section 7, or (iii) the indemnification provided for by this Section 7 is insufficient to hold harmless an indemnified party, other than by reason of the exceptions provided therein; then, and in each such case, Bidder and such holder will contribute to the aggregate losses, claims, damages or liabilities to which they may be subject (after contribution from others) (x) in such proportion as is appropriate to reflect the relative fault of the indemnifying party on the one hand and the indemnified party on the other or (y) if the allocation provided by clause (x) above is not permitted by applicable law, or provides a lesser sum to the indemnified party than the amount hereinafter calculated, in such proportion as is appropriate to reflect not only the relative fault referred to in clause (x) above but also the relative benefits received by the indemnifying party and the indemnified party from the offering of the securities (taking into account the portion of the proceeds of the offering received by each such party) as well as the statements or omissions which resulted in such losses, claims, damages or liabilities and any other relevant equitable considerations. No person will be required to contribute any amount in excess of the proceeds received by such person in respect of all such Registrable Shares offered and sold by it pursuant to such registration statement and no person or entity guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any person or entity who was not guilty of such fraudulent misrepresentation.

SECTION 8. Changes in Common Stock: Successor. (a) If, and as often as, there is any change in the Common Stock by way of a stock split, stock dividend, combination or reclassification, or through a merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment shall be made in the provisions hereof so that the rights and privileges granted hereby shall continue with respect to the Common Stock as so changed.

(b) If Bidder consolidates or merges into or with, another person or sells, assigns, conveys, transfers, leases or otherwise disposes of all or a majority of its assets to any person or group, or any person or group consolidates with, or merges into or with, Bidder, each holder of Registrable Shares shall, as a condition to the relevant transaction involving such person, group or successor in business, be granted by such person, group or successor in business (each a "Successor"), equivalent rights to the rights granted in hereunder.

SECTION 9. Rule 144 Reporting. With a view to making available the benefits of certain rules and regulations of the Commission which may at any time permit the sale of Registrable Shares to the public without registration, at all times ninety (90) days after any registration statement covering a public offering of securities of Bidder under the Securities Act shall have become effective, Bidder agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144 under the Securities Act;

(b) use its best efforts to file with the Commission in a timely manner all reports and other documents required of Bidder under the Securities Act and the Exchange Act; and

(c) furnish to each holder of Registrable Shares forthwith upon request a written statement by Bidder as to its compliance with the reporting requirements of such Rule 144 and of the Securities Act and the Exchange Act, a copy of the most recent annual or quarterly report of Bidder, and such other reports and documents so filed by Bidder as such holder may reasonably request in availing itself of any rule or regulation of the Commission allowing such holder to sell any Registrable Shares without registration.

SECTION 10. Suspension of Registration Obligations. Except as otherwise set forth in Section 3(c) and notwithstanding the provisions of Section 5(a), (i) Bidder's obligation to file a registration statement, or cause such registration statement to become and remain effective (a) may be suspended on one occasion for a period not to exceed one hundred and eighty (180) days if there exists at the time material nonpublic information relating to Bidder which, in the reasonable opinion of Bidder, should not be disclosed (b) shall not apply for the period which begins seven days prior to and ends 90 days after the commencement of a public offering of securities, so long as Bidder has fulfilled its notice obligations under Sections 2, 3 or 4 with respect to such offering and (ii) if a public offering of securities has been previously commenced, neither the Company nor any controlling person of the Company shall commence another public offering of the securities until 90 days after the commencement of such prior offering.

SECTION 11. Transferability of Registration Rights. Registration rights conferred herein on the holders of Registrable Shares shall inure to the benefit of their successors and transferees; provided, that all transfers of the Registrable Shares are in accordance with Sections 9.2 and 11.8 of the Agreement.

BELL ATLANTIC MOBILE, INC.
180 Washington Valley Road
Bedminster, NJ 07921

May 1, 2003

Crown Atlantic Holding Company LLC
CCA Investment Corp.
Crown Castle International Corp.
c/o Crown Castle International Corp.
510 Bering Drive, Suite 500
Houston, TX 77057

Attention: John P. Kelly
President and Chief Executive Officer

Re: Redemption Agreement dated as of May 1, 2003 between Crown Atlantic Holding Company LLC and Bell Atlantic Mobile, Inc.

Gentlemen/Ladies:

Pursuant to the Formation Agreement dated December 8, 1998, as amended (the "Formation Agreement"), relating to the formation of Crown Atlantic Company LLC, Crown Atlantic Holding Sub LLC and Crown Atlantic Holding Company LLC, Crown Castle International Corp., a Delaware corporation ("Bidder") granted to Cellco Partnership, a Delaware general partnership ("Cellco"), and Cellco's successors and assigns, certain registration rights set forth in Exhibit 9.8 to the Formation Agreement. Pursuant to the provisions of the Redemption Agreement dated May 1, 2003 (the "Redemption Agreement") between Crown Atlantic Holding Company LLC, a Delaware limited liability company (the "Company"), and Bell Atlantic Mobile, Inc., a Delaware corporation ("BAM"), the Company agreed to redeem on the terms specified therein the Percentage Interest and Membership Interest in the Company held by BAM in consideration of the transfer to BAM by the Company of the CCIC Shares (which include the Bidder Contributed Shares). All capitalized terms that are used in this letter agreement but not defined herein shall have the respective meanings given to them in the Redemption Agreement and, if not defined therein, shall have the respective meanings given to them in the Formation Agreement, including Exhibit 9.8 thereto.

This letter agreement is written to amend the obligations of Bidder to register under the Securities Act the Registrable Shares, including (without limitation) the CCIC Shares, which will be held by BAM upon consummation of the transactions contemplated by the Redemption Agreement.

In this regard, by executing this letter agreement in the appropriate spaces provided below, (i) each of the Company and Bidder shall hereby acknowledge its agreement with the terms of this letter

agreement, (ii) Bidder Member shall hereby acknowledge its consent to the matters contemplated by this letter agreement and (iii) Bidder shall further hereby acknowledge its agreement to perform its obligations under Exhibit 9.8 to the Formation Agreement as such obligations may be amended by the terms of this letter agreement, each of the foregoing as follows:

1. As modified by this letter agreement, the provisions of the Formation Agreement, including (without limitation) Exhibit 9.8 thereto, are and shall remain in full force and effect. Accordingly, except as stated herein, this letter agreement shall have no effect on the registration rights and obligations of the applicable parties set forth in Exhibit 9.8 to the Formation Agreement.

2. As the successor in interest to Cellco in respect of the Redeemed Interest, BAM shall accede to all rights and benefits conferred upon Cellco under Exhibit 9.8 to the Formation Agreement (as modified by this letter agreement) in respect of the CCIC Shares assigned and transferred to BAM by the Company pursuant to the Redemption Agreement in consideration of the Redeemed Interest.

3. The term "Registrable Shares" shall include the CCIC Shares (which include the Bidder Contributed Shares).

4. Upon consummation of the transactions contemplated by the Redemption Agreement, there will be no holders of Registrable Shares other than BAM. BAM shall have the right to transfer all or part of the CCIC Shares (which include the Bidder Contributed Shares) to one or more of its affiliates. In addition, each holder of Registrable Shares shall have the right to sell or otherwise transfer to one or more non-affiliated Persons all or a portion of such holder's Registrable Shares in one or more transactions at any time and from time to time. The rights of BAM under Exhibit 9.8 to the Formation Agreement shall inure to the benefit of each transferee (including, without limitation, transferees that are and are not affiliates of BAM) that is the holder, and each group of transferees (comprised of any mix of BAM, transferees that are affiliates of BAM, and transferees that are not affiliates of BAM) that collectively are the holders, of 2,000,000 or more Registrable Shares. Further, the rights of BAM under Exhibit 9.8 to the Formation Agreement shall inure to the benefit of each transferee that is an affiliate of BAM that is the holder of less than 2,000,000 Registrable Shares provided that, in exercising any such rights or availing itself of the benefit of any such rights, such transferee shall be obligated to include the balance of the Registrable Shares held by such transferee.

5. Section 3(a) of Exhibit 9.8 to the Formation Agreement is hereby revised and restated in its entirety as follows:

The holders of at least half of the Registrable Shares at any time after the date of the Agreement and prior to the time Bidder is eligible to file a registration statement on Form S-3 or similar short-form registration, may request Bidder to register under the Securities Act all or a portion of the Registrable Shares held by them for sale in the manner specified in such notice, provided that, subject to Section 3(c), no such request may be made more than once every

nine months. Notwithstanding anything to the contrary herein, no request may be made under this Section 3 within 90 days after the effective date of a registration statement filed by Bidder covering a firm commitment underwritten public offering in which the holders of Registrable Shares shall have been entitled to join pursuant to Section 2 and in which there shall have been effectively registered all Registrable Shares as to which registration shall have been requested. Notwithstanding the foregoing, in the event Bidder is entitled to use Form S-3 or similar short-form registration but later is unable to do so, then the holders shall be eligible to exercise their demand rights under this Section 3(a) until such time as Bidder is again entitled to use Form S-3 or similar short-form registration.

6. Bidder and the Company hereby represent and warrant to BAM as of the date of this letter agreement that (a) Bidder meets the eligibility requirements for the use of Form S-3 set forth in General Instruction I.A. to Form S-3 under the Securities Act and (b) registration under the Securities Act of the sale of the Registrable Securities by the holders thereof meets the transaction requirements for the use of Form S-3 set forth in General Instruction I.B.3. to Form S-3 under the Securities Act. Bidder and the Company hereby represent and warrant to BAM that as of the date of this letter agreement neither Bidder nor the Company is aware of any reason why the representations and warranties in the preceding sentence will not continue to be true as of the dates that Bidder files the Designated Registration Statement (defined below) with the SEC and the Designated Registration Statement becomes effective.

7. Section 4(a) of Exhibit 9.8 to the Formation Agreement is hereby revised and restated in its entirety as follows:

The holders of Registrable Shares may request at any time that Bidder file a registration statement on Form S-3 or any successor form thereto for a public offering of all or a portion of the Registrable Shares, provided that Bidder is a registrant entitled to use Form S-3 or any successor thereto to register such Registrable Shares. Promptly following receipt of any notice under this Section 4, Bidder shall use its best efforts to register under the Securities Act on Form S-3 or any successor form thereto, for public sale in accordance with the method of disposition specified in such notice, the number of shares of Registrable Shares specified in such notice. Whenever Bidder is required by this Section 4 to use its best efforts to effect the registration of Registrable Shares, each of the procedures and requirements of Sections 4 and 5 shall apply to such registration.

8. Section 4(b) of Exhibit 9.8 to the Formation Agreement is hereby revised and restated in its entirety as follows:

Bidder shall be entitled to include in any registration statement referred to in this Section 4, for sale in accordance with the method of disposition specified by the requesting holders, shares of

Bidder's securities to be sold by any person (other than Bidder) having registration rights with respect to Bidder's securities entitling such person as of the date of this letter agreement to have its shares of Bidder's securities so registered, except as and to the extent that, in the opinion of the managing underwriter (if such method of disposition shall be an underwritten public offering), such inclusion would adversely affect the marketing of the Registrable Shares to be sold, in which case, the number of shares to be sold shall be reduced as follows: First, the shares of Bidder's securities requested to be registered by shareholders with "piggyback" or similar registration rights entitling such shareholders, prior to the date of this letter agreement, to have their shares of Bidder's securities so registered (other than any holder of Registrable Shares making demand for its shares of Bidder's securities to be so included in such registration statement) shall be reduced at the direction of Bidder in accordance with the opinions of the underwriters participating in the public offering. In the event the number of shares requested to be registered after such reduction shall still be in excess of the number of shares recommended to be registered by the underwriters, then the number of shares shall be reduced among the requesting Stockholders (if and only to the extent that such Stockholders have the right to make such request on the date of this letter agreement) in accordance with Article IV of the Stockholders Agreement. In the event that the number of shares requested to be registered after such reduction shall still be in excess of the number of shares requested to be registered by the underwriters, then the number of shares of Registrable Shares shall be reduced pro rata according to the number of shares requested by each such holder to be registered.

9. The language contained in Section 5(i) of Exhibit 9.8 to the Formation Agreement that states, "for one hundred and eighty (180) days," is hereby deleted and replaced in its entirety with "until all Registrable Shares included in such registration statement have been sold in one or more of transactions of the type contemplated by such registration statement, provided, the requirement shall terminate upon the Registrable Shares becoming eligible for disposition pursuant to Rule 144 of the Securities Act of 1933, as amended, so long as all of the Registrable Shares held by each holder may be sold during one calendar quarter pursuant to such Rule 144."

10. BAM agrees to limit its sales of Registrable Shares pursuant to an effective registration statement to 300,000 shares (subject to adjustment below) on any trading day, plus for such trading day any additional Registrable Shares sold by BAM in one or more privately negotiated or other transactions not involving the sale thereof by BAM in the open market; provided that the aforementioned 300,000-share limitation shall be increased ratably from time to time (a) upon any stock split, stock dividend (other than stock dividends relating to existing preferred shares), distribution, reorganization, merger, consolidation, consideration, exchange, recapitalization or other similar event occurring following the date of this letter agreement and (b) upon any subsequent issuance of shares of common stock of Bidder.

Notwithstanding the above, the 300,000 share per trading day limitation shall increase as follows:

(i) to 400,000 shares per day if the Designated Registration Statement is declared effective after August 1, 2003;

(ii) to 500,000 shares per day if the Designated Registration Statement is declared effective after September 1, 2003; and

(iii) to an unlimited number if the Designated Registration Statement is declared effective after September 15, 2003.

11. In addition to the foregoing, this letter shall serve as a request by BAM, as a holder of Registrable Shares, in accordance with Section 4 of Exhibit 9.8 to the Formation Agreement that Bidder file a registration statement (the "Designated Registration Statement") on Form S-3 to register for sale in one or more public, private, negotiated and other transactions from time to time all of the Registrable Shares held by BAM upon the consummation of the transactions contemplated by the Redemption Agreement. Additional information contemplated by such Section 4 shall be provided to Bidder under separate cover. Bidder hereby agrees that it shall prepare and file the Designated Registration Statement with the SEC as soon as practicable but in no event later than July 1, 2003.

12. Anything to the contrary notwithstanding, nothing herein or in the Formation Agreement, including (without limitation) Exhibit 9.8 thereto, shall be deemed to limit or restrict in any manner any other rights or remedies that any party may have against any other party at law, in equity or otherwise, in connection with the failure of the other party to perform its obligations under this Agreement or to observe the provisions of this Agreement. No such right or remedy pursued by a party is intended to be exclusive of any other such right or remedy, and each and every such right and remedy available to a party shall be cumulative and shall be in addition to such other rights and remedies available to such party.

13. Each of Bidder and the Company hereby represents and warrants to BAM, and BAM hereby represents to Bidder and the Company, that this letter agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as such enforceability may be limited by the effects of bankruptcy, insolvency, fraudulent conveyance and similar laws affecting the rights and remedies of creditors generally and general principles of equity.

Crown Atlantic Holding Company LLC
CCA Investment Corp.
Crown Castle International Corp.
c/o Crown Castle International Corp.

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Please execute one copy of this letter agreement in the appropriate space below and return the executed copy to the undersigned.

Sincerely,

BELL ATLANTIC MOBILE, INC.
By: /s/ Stephen Heimann

Name: Stephen Heimann
Title: Vice President and Assistant Secretary

The undersigned hereby acknowledges its agreement with the terms of this letter agreement.

CROWN ATLANTIC HOLDING COMPANY LLC
By: /s/ W. Benjamin Moreland

Date: May 1, 2003

Name: W. Benjamin Moreland
Title: Senior Vice President

The undersigned hereby acknowledges its consent to the matters contemplated by this letter agreement.

CCA INVESTMENT CORP.
By: /s/ W. Benjamin Moreland

Date: May 1, 2003

Name: W. Benjamin Moreland
Title: Senior Vice President

Crown Atlantic Holding Company LLC
CCA Investment Corp.
Crown Castle International Corp.
c/o Crown Castle International Corp.
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The undersigned hereby acknowledges its agreement with the terms of this letter agreement, and further agrees to perform its obligations under Exhibit 9.8 of the Formation Agreement as such obligations may be amended by the terms of this letter agreement.

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ W. Benjamin Moreland

Date: May 1, 2003

Name: W. Benjamin Moreland
Title: Senior Vice President

Independent Auditors' Consent

The Board of Directors
Crown Castle International Corp.:

We consent to the use of our reports incorporated by reference herein and to the reference to our firm under the heading "Experts" in the prospectus. The audit report covering the December 31, 2002 financial statements refers to the adoption of Statement of Financial Accounting Standards No. 142, "Goodwill and Other Intangible Assets" and Statement of Financial Accounting Standards No. 145, "Rescission of FASB Statements No. 4, 44, and 64, Amendment of FASB Statement No. 13, and Technical Corrections" on January 1, 2002, and a change in the method of accounting for derivative instruments and hedging activities in 2001.

/s/ KPMG LLP

Houston, Texas
June 30, 2003