

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

**FORM 8-K**

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

Date of Report (Date of earliest event reported): September 26, 2006

**Crown Castle International Corp.**

(Exact Name of Registrant as Specified in its Charter)

**Delaware**  
(State or Other Jurisdiction of Incorporation)

**001-16441**  
(Commission File Number)

**76-0470458**  
(IRS Employer Identification Number)

**510 Bering Drive  
Suite 600  
Houston, TX 77057**  
(Address of Principal Executive Office)

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

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

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

On September 26, 2006, Crown Castle Towers LLC and certain of its wholly owned subsidiaries (collectively, “Issuers”) entered into an indenture supplement (“Indenture Supplement”) with JPMorgan Chase Bank, N.A., as indenture trustee (“Trustee”), setting forth amendments to the Indenture dated as of June 1, 2005 (“Indenture”), pursuant to which the Issuers’ Senior Secured Tower Revenue Notes, Series 2005-1 (“Notes”), were issued. The amendments to the Indenture (i) reduce the debt service coverage ratio that is required after giving effect to the issuance of additional notes under the Indenture in the future from 3.28 to 1.00 to 2.00 to 1.00, (ii) clarify that the ratio defined as “Consolidated DSCR” in the Indenture is calculated on a consolidated pro form basis and (iii) allow the treasurer of the Issuers, in addition to the chief executive officer and chief financial officer of the Issuers, to certify certain financial statements required to be delivered under the Indenture.

On September 26, 2006, with the consent of the Trustee and Midland Loan Services Inc., as servicer, the Issuers, Crown Castle GT Holding Sub LLC, Crown Castle Atlantic LLC and Crown Castle USA Inc., as manager, entered into an amendment (“Amendment”) to the Management Agreement dated as of June 8, 2005 (“Management Agreement”). The Amendment (i) reduces the management fee payable under the Management Agreement to 7.5% upon receipt of confirmation (“Rating Agency Confirmation”) from Moody’s Investors Service, Inc. and Fitch, Inc. that such reduction in the management fee will not result in a downgrade, qualification, or withdrawal of the then current ratings of any class of Notes (or the place of such class on negative credit watch or ratings outlook in contemplation of any such action with respect thereto), or (ii) in the event that Rating Agency Confirmation is conditioned upon a percentage higher than 7.5%, but less than 10%, reduces the management fee to such percentage. Upon receipt of the applicable Rating Agency Confirmation, all references to the management fee in the Management Agreement and the other related financing documents will be to the management fee as reduced.

The Indenture Supplement and the Amendment were entered into following the successful completion of the Issuers’ solicitation of consents from the holders of the Notes to the above described amendments to the Indenture and the Management Agreement.

*The above summary of the Indenture Supplement and the Amendment is qualified in its entirety by reference to the complete terms and provisions of the Indenture Supplement and the Amendment filed herewith as Exhibit 10.1 and 10.2, respectively.*

## ITEM 9.01 — FINANCIAL STATEMENTS AND EXHIBITS

### (c) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Indenture Supplement, dated as of September 26, 2006, relating to the Senior Secured Tower Revenue Notes, Series 2005-1, by and among JPMorgan Chase Bank, N.A., as Indenture Trustee, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc. and Crown Castle International Corp. de Puerto Rico, collectively, as Issuers
10.2	Management Agreement Amendment, dated September 26, 2006, by and among Crown Castle USA Inc., as Manager, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle GT Holding Sub LLC and Crown Castle Atlantic LLC, collectively, as Owners



## EXHIBIT INDEX

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10.2	Management Agreement Amendment, dated September 26, 2006, by and among Crown Castle USA Inc., as Manager, and Crown Castle Towers LLC, Crown Castle South LLC, Crown Communication Inc., Crown Castle PT Inc., Crown Communication New York, Inc., Crown Castle International Corp. de Puerto Rico, Crown Castle GT Holding Sub LLC and Crown Castle Atlantic LLC, collectively, as Owners

SERIES 2005-1  
INDENTURE SUPPLEMENT

between

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

as Issuers

and

JPMorgan Chase Bank, N.A.

as Indenture Trustee

dated as of September 26, 2006

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**SERIES 2005-1  
INDENTURE SUPPLEMENT**

THIS SERIES 2005-1 INDENTURE SUPPLEMENT (this "Indenture Supplement"), dated as of September 26, 2006, is between CROWN CASTLE TOWERS LLC, a Delaware limited liability company (the "Issuer Entity"), CROWN CASTLE SOUTH LLC, a Delaware limited liability company, CROWN COMMUNICATION INC., a Delaware corporation, CROWN CASTLE PT INC., a Delaware corporation, CROWN COMMUNICATION NEW YORK, INC., a Delaware corporation, and CROWN CASTLE INTERNATIONAL CORP. DE PUERTO RICO, a Puerto Rico corporation (collectively, together with the Issuer Entity, the "Issuers"), and JPMorgan Chase Bank, N.A., as indenture trustee and not in its individual capacity (in such capacity, the "Indenture Trustee").

Capitalized terms used and not defined herein shall have the respective meanings set forth in the Consent Solicitation Statement (as defined below).

**RECITALS**

WHEREAS, the Issuers and the Indenture Trustee are parties to an Indenture, dated as of June 1, 2005 (the "Indenture");

WHEREAS, the Issuers have determined that it is in the best interests of the Issuers to authorize and approve proposed amendments to certain provisions of the Indenture (the "Proposed Amendments");

WHEREAS, Section 13.02 of the Indenture provides that the Issuers and the Trustee may amend the Indenture and the Notes with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding, excluding Notes owned by the Issuers or their affiliates;

WHEREAS, the Issuers are soliciting consents pursuant to a Consent Solicitation Statement, dated September 6, 2006 (the "Consent Solicitation Statement"), and accompanying Consent Letter, from the Holders in connection with the Proposed Amendments as described in the Consent Solicitation Statement;

WHEREAS, the Holders of at least a majority in principal amount of the outstanding Notes, excluding Notes owned by the Issuers or their affiliates, have consented to the Proposed Amendments in accordance with Section 13.02 of the Indenture; and

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

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

## ARTICLE I

### AMENDMENT

Section 1.01 Amendment to Section 1.01. The definition of “Consolidated DSCR” in Section 1.01 of the Indenture is hereby amended to read in its entirety as set forth below:

“Consolidated DSCR” shall mean, as of any date of determination, the ratio of Consolidated Adjusted EBITDA for Crown International, calculated for this purpose on a consolidated pro forma basis, for the trailing twelve month period to the sum of (a) the amount of interest that the Issuers will be required to pay over the succeeding twelve months on the outstanding principal balance of the Notes (less amounts, if any, in the Liquidated Tower Replacement Account), assuming all Notes then outstanding will be outstanding for such twelve-month period, and assuming that the interest rate on the Class A-FL Notes for each Series is equal to (and determined on the same basis as) the Note Rate on the Class A-FX Notes for such Series and determined without giving effect to any reduction in interest related to any Value Reduction Amount, and (b) the amount of consolidated interest expense that Crown International will be required to pay over the succeeding twelve months on the principal balance of all other debt securities then outstanding based on the then current interest rate for such debt securities, taking into account any risk mitigation instrument or agreement relating to such debt security for such period currently in effect. Consolidated interest expense shall not include any dividend payments on preferred stock.

Section 1.02 Amendment to Section 2.12. The fourth sentence of Section 2.12 of the Indenture is hereby amended to read in its entirety as set forth below:

Additional Notes may be issued without additional collateral, provided, that the DSCR, after giving effect to such issuance, is greater than or equal to 2.0 to 1.0, and a Rating Agency Confirmation is obtained with respect to the Notes.

Section 1.03 Amendment to Section 7.02(a)(i). Section 7.02(a)(i) is hereby amended by replacing the phrase “or chief financial officer” with the phrase “chief financial officer or treasurer”, preceded by the insertion of a comma.

Section 1.04 Amendment to Section 7.02(a)(ii). Section 7.02(a)(ii) is hereby amended by replacing the phrase “or chief financial officer” with the phrase “chief financial officer or treasurer”, preceded by the insertion of a comma.

Section 1.05 Amendment to Section 7.02(a)(iv). Section 7.02(a)(iv) is hereby amended by replacing the phrase “or chief financial officer” with the phrase “chief financial officer or treasurer”, preceded by the insertion of a comma.

Section 1.06 Amendment to Section 7.02(a)(vii). Section 7.02(a)(vii) is hereby amended by replacing the phrase “or chief financial officer” with the phrase “chief financial officer or treasurer”, preceded by the insertion of a comma, in both instances where such phrase appears in such section.

## ARTICLE II

### GENERAL PROVISIONS

Section 2.01 Date of Execution. This Indenture Supplement for convenience and for the purpose of reference is dated as of September 26, 2006.

Section 2.02 Effectiveness. Notwithstanding an earlier execution date, the provisions of this Indenture Supplement shall not become operative until such time as the Issuers notify the Information Agent that



each of the Conditions to Execution with respect to this Indenture Supplement have been satisfied or waived. The Company shall promptly notify the Indenture Trustee in writing that this Indenture Supplement has become operative.

Section 2.03 Governing Law. THIS INDENTURE SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO ANY OF ITS PRINCIPLES OF CONFLICTS OF LAWS WHICH WOULD INVOKE THE SUBSTANTIVE LAW OF A DIFFERENT JURISDICTION) AS TO ALL MATTERS, INCLUDING WITHOUT LIMITATION, MATTERS OF VALIDITY, CONSTRUCTION, EFFECT, PERFORMANCE AND REMEDIES. THE ISSUERS IRREVOCABLY SUBMIT TO THE JURISDICTION OF ANY NEW YORK STATE COURT OR UNITED STATES FEDERAL COURT SITTING IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR IN RELATION TO THIS INDENTURE SUPPLEMENT.

Section 2.04 Severability. In case any provision in this Indenture Supplement shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 2.05 Counterparts. This Indenture Supplement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such respective counterparts shall together constitute but one and the same instrument.

### **ARTICLE III**

#### **APPLICABILITY OF INDENTURE**

Section 3.01 Applicability. The provisions of the Indenture are hereby ratified, approved and confirmed, except as otherwise expressly modified by this Indenture Supplement. The representations, warranties and covenants contained in the Indenture (except as expressly modified herein) are hereby reaffirmed with the same force and effect as if fully set forth herein and made again as of the date hereof.

**[SIGNATURE PAGE FOLLOWS]**

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

CROWN CASTLE TOWERS LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Vice President

CROWN CASTLE SOUTH LLC, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Vice President

CROWN COMMUNICATION INC., as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Vice President

CROWN CASTLE PT INC., as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Vice President

CROWN COMMUNICATION NEW YORK, INC., as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Vice President

CROWN CASTLE INTERNATIONAL CORP. DE  
PUERTO RICO, as Issuer

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Vice President

JPMORGAN CHASE BANK, N.A.,  
as Indenture Trustee

By: /s/ Pei Huang

Name: Pei Huang

Title: Assistant Vice President

**SERIES 2005-1  
MANAGEMENT AGREEMENT AMENDMENT**

THIS SERIES 2005-1 MANAGEMENT AGREEMENT AMENDMENT (this "Management Agreement Amendment"), dated as of September 26, 2006, by and between each of the entities listed on the signature pages hereto under the "Owners" (collectively, the "Owners") and Crown Castle USA Inc., a Pennsylvania corporation (the "Manager").

**RECITALS**

WHEREAS, the Owners and the Manager are parties to a Management Agreement, dated as of June 8, 2005 (the "Management Agreement");

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

WHEREAS, Section 23(a) of the Management Agreement provides that the Owners and the Manager may, pursuant to a writing executed and delivered by all parties thereto, amend the Management Agreement; provided that a Rating Agency Confirmation and the consent of the Servicer and the Indenture Trustee are also obtained;

WHEREAS, the Issuers (as defined below) are soliciting consents pursuant to a Consent Solicitation Statement, dated September 6, 2006 (the "Consent Solicitation Statement"), and accompanying Consent Letter, from the Holders (as defined below) in connection with the Proposed Amendment as described in the Consent Solicitation Statement;

WHEREAS, the Holders of at least a majority in principal amount of the outstanding Notes (as defined below), excluding Notes owned by the Issuer and their affiliates, have consented to the Proposed Amendment in accordance with Section 7.08 of the Indenture; and

WHEREAS, the execution and delivery of this Management Agreement Amendment has been duly authorized and all conditions and requirements necessary to make this Management Agreement Amendment a valid and binding agreement have been duly performed and complied with;

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

**ARTICLE I**

Section 1.01. Defined Terms. Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Consent Solicitation Statement. As used in this Management Agreement Amendment:

"Specified Percentage" means (a) until receipt of Rating Agency Confirmation, 10%, and (b) upon receipt of Rating Agency Confirmation, 7.5%, provided that, in the event Rating Agency Confirmation is conditioned upon a percentage higher than 7.5%, but less than or equal to 10%, the Specified Percentage shall be deemed to be such percentage.

**ARTICLE II**

**AMENDMENT**

Section 2.01. Amendments to Section 1.01. Section 1.01 of the Management Agreement is hereby amended by adding the following definitions in the appropriate alphabetical order:

“Management Agreement Amendment” means the Series 2005-1 Management Agreement Amendment dated as of September 26, 2006, by and between the Owners and the Manager.

“Specified Percentage” has the meaning assigned to such term in the Management Agreement Amendment.

Section 2.02 Amendment to Section 10. The first sentence of Section 10 of the Management Agreement is hereby amended to read in its entirety as set forth below:

In consideration of the Manager’s agreement to perform the Services described herein, during the Term hereof, the Owners hereby jointly and severally agree to pay to the Manager a fee (the “Management Fee”), on each Payment Date, equal to the Specified Percentage of the Operating Revenues for the immediately preceding calendar month.

**ARTICLE III**

**GENERAL PROVISIONS**

Section 3.01 Date of Execution. This Management Agreement Amendment for convenience and for the purpose of reference is dated as of September 26, 2006.

Section 3.02 Effectiveness. Notwithstanding an earlier execution date, the provisions of this Management Agreement Amendment shall not become operative until (i) such time as the Issuers notify the Information Agent that each of the Conditions to Execution with respect to this Management Agreement Amendment have been satisfied or waived, (ii) the consent of the Servicer is obtained and (iii) the consent of the Indenture Trustee is obtained. The Company shall promptly notify the Indenture Trustee in writing that this Management Agreement Amendment has become operative.

Section 3.03 Governing Law. THIS MANAGEMENT AGREEMENT AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK BUT OTHERWISE WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES).

Section 3.04 Severability. In case any provision in this Management Agreement Amendment shall be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.05 Counterparts. This Management Agreement Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such respective counterparts shall together constitute but one and the same instrument.

**ARTICLE IV**

**APPLICABILITY OF MANAGEMENT AGREEMENT**

Section 4.01 Applicability. The provisions of the Management Agreement are hereby ratified, approved and confirmed, except as otherwise expressly modified by this Management Agreement Amendment. The representations, warranties and covenants contained in the Management Agreement (except as expressly modified herein) are hereby reaffirmed with the same force and effect as if fully set forth herein and made again as of the date hereof.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Owners and the Manger have caused this Management Agreement Amendment to be duly executed by their respective officers, thereunto duly authorized, all as of the date and year first above written.

**Manager:**

CROWN CASTLE USA INC.

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Vice President

**Owners:**

CROWN CASTLE TOWERS LLC

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Vice President

CROWN CASTLE SOUTH LLC

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Vice President

CROWN COMMUNICATION INC.

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Vice President

CROWN CASTLE PT INC.

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Vice President

CROWN COMMUNICATION NEW YORK, INC.

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Vice President

CROWN CASTLE INTERNATIONAL CORP. DE PUERTO  
RICO

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Vice President

CROWN CASTLE GT HOLDING SUB LLC

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Vice President

CROWN CASTLE ATLANTIC LLC

By: /s/ Jay A. Brown

Name: Jay A. Brown

Title: Vice President

Consented to:

JPMORGAN CHASE BANK, N.A.,  
not in its individual capacity but solely as Indenture Trustee

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

MIDLAND LOAN SERVICES, INC.  
not in its individual capacity but solely as Servicer

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