

SCHEDULE 13D

(RULE 13d-101)

Information to be Included in Statements Filed Pursuant to Rule 13d-1(a) and
Amendments Thereto Filed Pursuant to Rule 13d-2(a)

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 1)*

CROWN CASTLE INTERNATIONAL CORP.

(Name of Issuer)

Common Stock, Par Value \$0.01 Per Share

(Title of Class of Securities)

228227 10 4

(CUSIP Number)

Robert J. Berdan, Esq.
The Northwestern Mutual Life Insurance Company
720 East Wisconsin Avenue
Milwaukee, WI 53202
414-665-1558

(Name, Address and Telephone Number of Person Authorized to
Receive Notices and Communications)

N/A

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box / / .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

*The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP NO. 228227 10 4

1 NAMES OF REPORTING PERSONS/I.R.S. IDENTIFICATION NOS. OF ABOVE PERSONS
(ENTITIES ONLY)

The Northwestern Mutual Life Insurance Company
39-0509570

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP
(See Instructions)

(a)
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS (See Instructions) 00

5 CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT
TO ITEM 2(d) OR 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION Wisconsin

7 SOLE VOTING POWER 1,857,613

NUMBER OF

SHARES

BENEFICIALLY

OWNED BY EACH

REPORTING

PERSON

WITH

8 SHARED VOTING POWER 1,285,950

9 SOLE DISPOSITIVE POWER 1,857,613

10 SHARED DISPOSITIVE POWER 1,285,950

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,143,563

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES
CERTAIN SHARES (See Instructions)

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.5%

14 TYPE OF REPORTING PERSON (See Instructions) IC

INTRODUCTORY STATEMENT

This Amendment No. 1 relates to the Common Stock, \$0.01 par value per share (the "Shares") of Crown Castle International Corp., a Delaware corporation (the "Company"). This amendment is filed by The Northwestern Mutual Life Insurance Company ("Northwestern").

This Amendment No. 1 amends Items 5, 6 and 7, with respect to information concerning Northwestern, of the original Schedule 13D filed on September 1, 1998 (the "Original Filing") by Digital Future Investments B.V.; TeleDiffusion de France International S.A.; TeleDiffusion de France; France Telecom; Candover Investments plc; Candover (Trustees) Limited; Candover Partners Limited (as general partner of the Candover 1994 UK Limited Partnership, the Candover 1994 UK No.2 Limited Partnership, the Candover 1994 US No.1 Limited Partnership and the Candover 1994 US No.2 Limited Partnership); Candover Services Limited; Ted B. Miller, Jr.; The Miller 1996 Gift Trust; Robert A. Crown (individually and for the Robert A. Crown grantor retained annuity trust); Barbara A. Crown (individually and for the Barbara A. Crown grantor retained annuity trust); Berkshire Fund III, a Limited Partnership; Third Berkshire Associates Limited Partnership; Berkshire Fund IV, Limited Partnership; Fourth Berkshire Associates LLC; Berkshire Investors LLC; Centennial Fund IV, L.P.; Centennial Holdings IV, L.P.; Centennial Fund V, L.P.; Centennial Entrepreneurs Fund V, L.P.; Centennial Holdings V, L.P.; Nassau Capital Partners II, L.P.; Nassau Capital LLC; NAS Partners I, L.L.C.; Fay, Richwhite Communications Limited; PNC Venture Corp.; PNC Holding Corp.; PNC Bank Corp.; American Home Assurance Company; American International Group, Inc.; New York Life Insurance Company; Northwestern; Harvard Private Capital Holdings, Inc.; Charlesbank Capital Partners, LLC; Prime VIII, L.P. and Prime SKA I, L.L.C. Northwestern assumes no responsibility for the completeness or accuracy of the information contained in the Original Filing or any amendment to the Original Filing concerning any person other than Northwestern.

Item 5. Interest in Securities of the Issuer.

(a-b) Northwestern beneficially owns 3,143,563 Shares (or 1.5% of the outstanding Common Stock). Of such amount, Northwestern has sole voting and dispositive power with respect to 1,857,613 Shares (200,000 of which Shares Northwestern has a right to acquire pursuant to warrants). The balance of such Shares, for which Northwestern has shared voting and dispositive power, are held as follows: (i) 68,850 Shares are owned by the Aggressive Growth Stock Fund of Mason Street Funds, Inc, an affiliate of Northwestern and a registered investment company; (ii) 1,206,200 Shares are owned by the Aggressive Growth Stock Portfolio of Northwestern Mutual Series Fund, Inc., a wholly-owned subsidiary of Northwestern and a registered investment company; (iii) 10,900 Shares are owned by Northwestern Mutual Life Foundation, Inc. Northwestern Mutual Investment Services, LLC, a wholly-owned subsidiary of Northwestern and a registered investment adviser, serves as investment adviser to the Aggressive Growth Stock Fund of Mason Street Funds, Inc. and to the Aggressive Growth Stock Portfolio of Northwestern Mutual Series Fund, Inc. Northwestern Investment Management Company, LLC, of which Northwestern is the sole member, serves as investment adviser to Northwestern and Northwestern Mutual Life Foundation, Inc.

- (c) The table below sets forth information regarding purchases of Shares in open-market transactions during the last 60 days by the persons indicated.

PURCHASER	TRADE DATE	SHARES PURCHASED	AVERAGE PER SHARE PRICE
Northwestern Mutual Life Foundation, Inc.	09/04/2001	1,000	\$9.91881
Northwestern Mutual Series Fund, Inc. - -- Aggressive Growth Stock Portfolio	09/04/2001	94,500	\$9.9188
Northwestern Mutual Series Fund, Inc. - -- Aggressive Growth Stock Portfolio	09/04/2001	10,600	\$10.0394
Northwestern Mutual Series Fund, Inc. - -- Aggressive Growth Stock Portfolio	09/05/2001	10,500	\$9.3527
Northwestern Mutual Series Fund, Inc. - -- Aggressive Growth Stock Portfolio	09/06/2001	10,700	\$8.6601
Northwestern Mutual Series Fund, Inc. - -- Aggressive Growth Stock Portfolio	09/07/2001	10,700	\$8.4316
Mason Street Funds, Inc. - -- Aggressive Growth Stock Fund	09/04/2001	4,500	\$9.9188
Mason Street Funds, Inc. - -- Aggressive Growth Stock Fund	09/04/2001	700	\$10.0394
Mason Street Funds, Inc. - -- Aggressive Growth Stock Fund	09/05/2001	700	\$9.3527
Mason Street Funds, Inc. - -- Aggressive Growth Stock Fund	09/06/2001	700	\$8.6601
Mason Street Funds, Inc. - -- Aggressive Growth Stock Fund	09/07/2001	700	\$8.4316
Mason Street Funds, Inc. - -- Aggressive Growth Stock Fund	09/19/2001	3,450	\$8.622
Mason Street Funds, Inc. - -- Aggressive Growth Stock Fund	09/20/2001	3,400	\$8.515

- (e) As reported in the Company's definitive proxy statement filed on May 8, 2001, the Stockholders Agreement dated August 21, 1998, to which Northwestern was a party, was terminated as of October 18, 2000, except with respect to certain rights of Robert A. Crown, Barbara Crown and certain entities established by them and their permitted transferees, relating to the Company's name and logo. In the Original Filing Northwestern disclaimed being part of a group because of being a party to the Stockholders Agreement and disclaimed beneficial ownership of any shares by any other party to the Stockholders Agreement. Northwestern continues to disclaim such status and beneficial ownership, but any basis to contend that, by virtue of the Stockholders Agreement, Northwestern was a member of a group and therefore a beneficial owner of more than 5% of the Company's Common Stock ceased as of October 18, 2000.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

See Item 5 above regarding the termination of the Stockholders Agreement, which discussion is incorporated herein by reference. See Item 7, Exhibit 5, for a copy of the agreement terminating the Stockholders Agreement.

Item 7. Materials to be Filed as Exhibits.

- Exhibit 1 Stockholders Agreement between Crown Castle and certain stockholders listed on Schedule 1 thereto, dated as of August 21, 1998, as amended by Amendment No. 1, dated as of November 12, 1998 (incorporated by reference to Exhibit 10.26 of Crown Castle's Registration Statement on Form S-4 (Registration No. 333-71715) filed on March 17, 1999).
- Exhibit 2 Amendment Number Two, dated as of May 24, 1999, to the Stockholders Agreement between Crown Castle and certain stockholders listed on Schedule 1 thereto, dated as of August 21, 1998 (incorporated by reference to Exhibit 16 of Amendment Number 1 to Schedule 13D filed by Candover Investments plc., Candover (Trustees) Limited, Candover Partners Limited (as general partner of the Candover 1994 UK Limited Partnership, the Candover 1994 UK No. 2 Limited Partnership, the Candover 1994 US No. 1 Limited Partnership and the Candover 1994 US No. 2 Limited Partnership) and Candover Services Limited on November 9, 1999).
- Exhibit 3 Amendment Number Three, dated as of August 11, 1999, to the Stockholders Agreement between Crown Castle and certain stockholders listed on Schedule 1 thereto, dated as of August 21, 1998 (incorporated by reference to Exhibit 4.1 of Crown Castle's September 30, 1999 Quarterly Report on Form 10-Q (Registration No. 0-24737) filed on November 12, 1999).
- Exhibit 4 Amendment Number Four, dated as of October 1, 1999, to the Stockholders Agreement between Crown Castle and certain stockholders listed on Schedule 1 thereto, dated as of August 21, 1998 (incorporated by reference to Exhibit 4.2 of Crown Castle's September 30, 1999 Quarterly Report on Form 10-Q (Registration No. 0-24737) filed on November 12, 1999).
- Exhibit 5 Termination Agreement, dated as of October 18, 2000, between Crown Castle and each of the stockholders listed on Schedule 1 to the Stockholders Agreement and named on the signature pages of the Termination Agreement (filed herewith).

After reasonable inquiry and to the best of its knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: October 31, 2001

THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

By: /s/ Robert J. Berdan
Robert J. Berdan
Vice President, General Counsel
and Secretary

160167

TERMINATION AGREEMENT

TERMINATION AGREEMENT (this "Agreement"), dated as of October 18, 2000 (the "Effective Date") by and among CROWN CASTLE INTERNATIONAL CORP., a Delaware corporation (the "Company"), and each of the STOCKHOLDERS of the Company listed on Schedule I of the Stockholders Agreement (as defined below) and named on the signature pages hereto (collectively, the "Stockholders" and each individually, a "Stockholder").

WHEREAS, the Company and the Stockholders are parties to that certain Stockholders Agreement dated as of August 21, 1998, as amended (the "Stockholders Agreement"); and

WHEREAS, the parties hereto desire to terminate the Stockholders Agreement (other than Section 3.10, which section shall continue for the benefit of the Crown Parties as provided in Amendment 3 to the Stockholders Agreement) effective as of the date of this Agreement;

NOW, THEREFORE, in consideration of the premises and the respective agreements, acknowledgments and confirmations set forth herein and set forth in the Stockholders Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Termination of Stockholders Agreement. The Company and each of the Stockholders hereby acknowledge and agree that:

- (a) as of the Effective Date of this Agreement, as it relates to the Stockholders the Stockholders Agreement shall be, and hereby is, terminated in all respects (without further action required by any of the parties thereto or by any persons directly or indirectly obligated thereunder),
- (b) as of the Effective Date, all rights and obligations of each of the Company and the Stockholders under the Stockholders Agreement (other than the Company's obligations with respect to Section 3.10) shall be, and hereby are, irrevocably terminated, and
- (c) this Agreement and the terms and provisions contained herein constitute a termination of the rights and obligations of the Stockholders under the Stockholders Agreement by mutual consent of the parties named herein pursuant to Section 6.14 of the Stockholders Agreement.

SECTION 2. Further Actions. The parties hereto each will use all reasonable efforts to take or cause to be taken all action and to do or cause to be done all things necessary, proper or advisable under applicable laws and regulations to give effect to the acknowledgments and agreements set forth in this Agreement.

SECTION 3. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all other prior agreements and

understandings, both written and oral, between the parties or any of them with respect to the subject matter hereof.

SECTION 4. Applicable Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York; provided, however, that any terms and conditions of this Agreement relating to the internal affairs of the Company shall be construed in accordance with and governed by the law of the State of Delaware.

SECTION 5. Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but which together shall constitute but one instrument. It shall not be necessary for each party to sign each counterpart so long as every party has signed at least one counterpart.

IN WITNESS WHEREOF, each party hereto has executed this Agreement effective as of the date first shown above.

CROWN CASTLE INTERNATIONAL CORP.

By: /s/ (illegible)

Name:

Title:

CANDOVER INVESTMENTS, PLC

By: /s/ P. R. Neal

Name: P. R. Neal

Title: Company Secretary

CANDOVER (TRUSTEES) LIMITED

By: /s/ P. G. Symonds

Name: P. G. Symonds

Title: Director

CANDOVER PARTNERS LIMITED
(as general partner of the Candover 1994 UK Limited Partnership)

By: /s/ P. G. Symonds

Name: P. G. Symonds

Title: Director

CANDOVER PARTNERS LIMITED
(as general partner of the Candover 1994 UK No. 2 Limited Partnership)

By: /s/ P. G. Symonds

Name: P. G. Symonds

Title: Director

CANDOVER PARTNERS LIMITED
(as general partner of the Candover 1994 US No. 1 Limited Partnership)

By: /s/ P. G. Symonds

Name: P. G. Symonds

Title: Director

CANDOVER PARTNERS LIMITED
(as general partner of the Candover 1994 US No. 2 Limited Partnership)

By: /s/ P. G. Symonds

Name: P. G. Symonds

Title: Director

/s/ Ted B. Miller, Jr.

TED B. MILLER, JR.

/s/ Robert H. Singleton

ROBERT H. SINGLETON, Trustee
The Miller 1996 Gift Trusts

BERKSHIRE FUND III, A LIMITED PARTNERSHIP

By: /s/ (illegible)

A Managing Member

BERKSHIRE FUND IV, LIMITED PARTNERSHIP

By: /s/ (illegible)

A Managing Member

BERKSHIRE INVESTORS LLC

By: /s/ (illegible)

A Managing Member

NASSAU CAPITAL PARTNERS II, L.P.
By Nassau Capital L.L.C.
Its General Partner

By: /s/ Randall A. Hack

Name: Randall A. Hack

Title: Member

NAS PARTNERS I, L.L.C.

By: /s/ Randall A. Hack

Name: Randall A. Hack

Title: Member

FAY, RICHWHITE COMMUNICATIONS LIMITED

By: /s/ (illegible)

Name: (illegible)

Title: Director

PNC VENTURE CORP.

By: /s/ (illegible)

Name:

Title: President

NEW YORK LIFE INSURANCE COMPANY
By: NYLCAP Manager, LLC, its Investment Manager

By: /s/ Steven Benevento

Name: Steven Benevento

Title: Vice President

AMERICAN HOME ASSURANCE COMPANY

By: /s/ David B. Pinkerton

Name: David B. Pinkerton

Title: Vice President

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

By: /s/ Jerome R. Baier

Name: Jerome R. Baier

Title: Its Authorized Representative

CENTENNIAL FUND IV, L.P.
By Centennial Holdings V, L.P.,
Its general partner

By: /s/ (illegible)

Name:

Title:

CENTENNIAL FUND V, L.P.
By Centennial Holdings V, L.P.,
Its general partner

By: /s/ (illegible)

Name: -----

Title: -----

CENTENNIAL ENTREPRENEURS FUND V, L.P.
By Centennial Holdings V, L.P.,
Its general partner

By: /s/ (illegible)

Name: -----

Title: -----

PRIME VIII, L.P.
By Prime SKA I, LLC
Its general partner

By: /s/ Danny Fennewald

Name: Danny Fennewald

Title: Treasurer

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