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

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**FORM 8-K**

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**CURRENT REPORT**  
Pursuant to Section 13 OR 15(d)  
of the Securities Exchange Act of 1934

**Date of Report (Date of earliest event reported): October 3, 2016**

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**IHEARTCOMMUNICATIONS, INC.**

(Exact name of registrant as specified in its charter)

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**Texas**  
(State or other jurisdiction  
of incorporation)

**001-09645**  
(Commission  
File Number)

**74-1787539**  
(I.R.S. Employer  
Identification No.)

**200 East Basse Road**  
**San Antonio, Texas 78209**  
(Address of principal executive offices)

**Registrant's telephone number, including area code: (210) 822-2828**

**Not Applicable**  
(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On October 4, 2016, iHeartCommunications, Inc. (the “Company”) announced the successful completion of its previously announced consent solicitation (the “Consent Solicitation”) to holders of its outstanding Senior Notes due 2021 (the “Notes”) to a certain proposed amendment (the “Proposed Amendment”) to the indenture governing the Notes (the “Indenture”) to increase the aggregate principal amount of Indebtedness under Credit Facilities (as defined in the Indenture) permitted to be incurred under Section 4.09(b)(1) by \$500,000,000 to \$17,270,638,000.

Holders of \$1,410,114,917 in aggregate principal amount of Notes, representing a majority of the outstanding principal amount of Notes (excluding any Notes held by the Company or its affiliates), consented to the Proposed Amendment. In conjunction with receiving the requisite consents, the Company and the Trustee executed a fourth supplemental indenture to the Indenture to effect the Proposed Amendment on October 3, 2016.

The Company will pay an aggregate cash payment of \$8.6 million (the “Consent Fee”) to consenting holders, to be paid pro rata to such consenting holders in accordance with the aggregate principal amount of Notes for which consents were validly delivered (and not validly revoked) in accordance with the conditions of the Consent Solicitation (“Validly Delivered”). Based on the consents received, the Consent Fee will be approximately \$6.10 for each \$1,000 principal amount of Notes for which consents were Validly Delivered.

The description of the fourth supplemental indenture contained in this Current Report on Form 8-K is qualified in its entirety by reference to the complete text of the fourth supplemental indenture, a copy of which is filed as Exhibit 4.1 hereto and is incorporated herein by reference.

**Item 8.01. Other Events.**

On October 4, 2016, the Company issued a press release announcing the receipt of the requisite consents pursuant to the Consent Solicitation. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

The following documents are filed herewith:

| <b>Exhibit No.</b> | <b>Description</b>   |
|--------------------|--|
| 4.1                | Fourth Supplemental Indenture, dated as of October 3, 2016, by and between iHeartCommunications, Inc. and Law Debenture Trust Company of New York, as trustee. |
| 99.1               | Press Release, dated October 4, 2016, announcing the receipt of requisite consents in the Consent Solicitation.  |

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**SIGNATURES**

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

**IHEARTCOMMUNICATIONS, INC.**

Date: October 4, 2016

By: /s/ Lauren E. Dean

Lauren E. Dean

Vice President, Associate General Counsel and Assistant Secretary

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**EXHIBIT INDEX**

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| 99.1                      | Press Release, dated October 4, 2016, announcing the receipt of requisite consents in the Consent Solicitation.  |

FOURTH SUPPLEMENTAL INDENTURE (this "Fourth Supplemental Indenture"), dated as of October 3, 2016, among iHeartCommunications, Inc. (f/k/a Clear Channel Communications, Inc.), a Texas corporation (the "Issuer"), and Law Debenture Trust Company of New York, as trustee (the "Trustee").

WITNESSETH

WHEREAS, the Issuer has heretofore executed and delivered to the Trustee an indenture, dated as of June 21, 2013, as supplemented by a first supplemental indenture dated as of December 16, 2013, a second supplemental indenture dated as of December 24, 2013 and a third supplemental indenture dated as of August 22, 2014 (as amended and supplemented to date, the "Indenture"), providing for the issuance of Senior Notes due 2021 (the "Notes");

WHEREAS, Section 9.02 of the Indenture provides that the Issuer and the Trustee may amend or supplement the Indenture, any Guarantee and the Notes as contemplated by this Fourth Supplemental Indenture with the consent of the Holders of at least a majority in principal amount of the Notes then outstanding, other than Notes beneficially owned by the Issuer or any of its Affiliates;

WHEREAS, the Issuer has solicited the consents from the Holders of the Notes (other than the Issuer and its Affiliates) to a proposed amendment (the "Proposed Amendment") to the Indenture as described in the Consent Solicitation Statement, dated September 27, 2016 (as amended, supplemented or otherwise modified from time to time, the "Statement"), and upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Holders of at least a majority in aggregate principal amount of the Notes outstanding (other than Notes beneficially owned by the Issuer and its Affiliates) have consented to the Proposed Amendment in accordance with Section 9.02 of the Indenture, and the Trustee is authorized to execute and deliver this Fourth Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually covenant and agree for the equal and ratable benefit of the Holders as follows:

(1) Capitalized Terms. Capitalized terms used herein without definition shall have the meanings assigned to them in the Indenture.

(2) Amendments. Section 4.09(b)(1) is hereby amended by deleting the number "\$16,770,638,000" and replacing it with "\$17,270,638,000."

(3) Effectiveness. This Fourth Supplemental Indenture shall become effective and binding on the Issuer, the Trustee and every Holder of the Notes heretofore or hereafter authenticated and delivered under the Indenture, upon the date on which it is executed by the Issuer and the Trustee.

(4) Governing Law. THIS FOURTH SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WITHIN THE STATE OF NEW YORK, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

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(5) Ratification of Indenture; Fourth Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Fourth Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes heretofore or hereafter authenticated and delivered shall be bound hereby.

(6) Counterparts. The parties may sign any number of copies of this Fourth Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

(7) Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

(8) Successors. All agreements of the Issuer in this Fourth Supplemental Indenture shall bind its successors. All agreements of the Trustee in this Fourth Supplemental Indenture shall bind its successors.

(9) Trustee's Disclaimer. The Trustee accepts the amendments to the Indenture effected by this Supplemental Indenture, on the terms and conditions set forth in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee. Without limiting the generality of the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to any of the recitals or statements contained herein, all of which recitals or statements are made solely by the Company, or for or with respect to (i) the validity or sufficiency of this Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Company by action or otherwise, (iii) the due execution hereof by the Company or (iv) the consequences of any amendment herein provided for, and the Trustee makes no representation with respect to any such matters.

[Signature pages follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, all as of the date first above written.

IHEARTCOMMUNICATIONS, INC.

By: /s/ Brian D. Coleman

Name: Brian D. Coleman

Title: Senior Vice President and Treasurer

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LAW DEBENTURE TRUST COMPANY OF NEW YORK, as  
Trustee

By: /s/ James D. Heaney

Name: James D. Heaney

Title: Managing Director





FOR IMMEDIATE RELEASE

PRESS RELEASE

**IHEARTCOMMUNICATIONS, INC. ANNOUNCES SUCCESSFUL CONSENT SOLICITATION TO HOLDERS OF OUTSTANDING SENIOR NOTES DUE 2021**

**San Antonio, TX, October 4, 2016**—iHeartCommunications, Inc. (the “Company”) announced today the successful completion of its previously announced consent solicitation (the “Consent Solicitation”) to holders of its outstanding Senior Notes due 2021 (the “Notes”) to a proposed amendment to Section 4.09(b)(1) of the indenture governing the Notes (the “Indenture”) to increase the aggregate principal amount of Indebtedness under Credit Facilities (as defined in the Indenture) permitted to be incurred under Section 4.09(b)(1) by \$500,000,000 to \$17,270,638,000 (the “Proposed Amendment”).

The Company received consents from holders of \$1,410,114,917 in aggregate principal amount of the Notes, representing a majority of the total outstanding principal amount of the Notes (excluding any Notes held by the Company or its affiliates). In conjunction with receiving the requisite consents, the Company and the Trustee executed a supplemental indenture to the Indenture to effect the Proposed Amendment.

The Company will pay an aggregate cash payment of \$8.6 million (the “Consent Fee”) to consenting holders pro rata to such consenting holders in accordance with the aggregate principal amount of Notes for which consents were validly delivered (and not revoked) in accordance with the conditions of the Consent Solicitation (“Validly Delivered”). Based on the consents received, the Consent Fee will be allocated to the consenting holders in an amount equal to approximately \$6.10 for each \$1,000 principal amount of Notes for which consents were Validly Delivered.

This press release does not constitute an offer to sell, or a solicitation of an offer to buy, any security. No offer, solicitation, or sale will be made in any jurisdiction in which such an offer, solicitation, or sale would be unlawful.

**About iHeartMedia, Inc./iHeartCommunications, Inc.**

iHeartMedia, Inc. (PINK: IHRT), the parent company of iHeartCommunications, Inc., is one of the leading global media and entertainment companies. The company specializes in radio, digital, outdoor, mobile, social, live events, on-demand entertainment and information services for local communities, and uses its unparalleled national reach to target both nationally and locally on behalf of its advertising partners. The company is dedicated to using the latest technology solutions to transform the company’s products and services for the benefit of its consumers, communities, partners and advertisers, and its outdoor business reaches over 35 countries across five continents, connecting people to brands using innovative new technology.

**Media:**

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