
**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): December 9, 2016

IHEARTCOMMUNICATIONS, INC.

(Exact name of registrant as specified in its charter)

Texas
(State or other jurisdiction
of incorporation)

001-09645
(Commission
File Number)

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

200 East Basse Road, Suite 100
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)

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 December 12, 2016, iHeartCommunications, Inc. (the “Company”) announced the results and expiration, on December 9, 2016, of the six separate consent solicitations (the “Consent Solicitations”) with respect to its senior notes due 2021 (the “Senior Notes”) and its five series of priority guarantee notes that were launched on November 28, 2016 and amended on December 2, 2016.

Holders of Senior Notes representing approximately 81.5% of the outstanding principal amount of the Senior Notes (excluding any Senior Notes held by the Company or its affiliates), consented to the proposed amendment (the “Proposed Amendment”) to Section 9.07 of the indenture governing the Senior Notes (the “Senior Notes Indenture”). In conjunction with receiving the requisite consents in respect of the Senior Notes Indenture, on December 9, 2016, the Company and Delaware Trust Company, as trustee, executed a sixth supplemental indenture (the “Supplemental Indenture”) to the Senior Notes Indenture to effect the Proposed Amendment.

The Proposed Amendment allows the Company to exclude, in any offer to consent, waive or amend any of the terms or provisions of the Senior Notes Indenture or the Senior Notes in connection with an exchange offer, any holders of Notes who are not institutional “accredited investors,” who are not non-“U.S. persons”, or those in foreign jurisdictions whose inclusion would require the Company to comply with the registration requirements or other similar requirements under any securities laws of such foreign jurisdiction or would be unlawful.

A copy of the Supplemental Indenture is attached hereto as Exhibit 4.1 and is incorporated herein by reference. The description of the Supplemental Indenture is qualified in its entirety by reference to the completed text of the Supplemental Indenture.

Item 8.01. Other Events.

On December 12, 2016, the Company issued a press release announcing the receipt of the requisite consents with respect to its Senior Notes as well as the fees payable to consenting holders. The Company also announced the expiration, on December 9, 2016, of its consent solicitations with respect to its five priority guarantee notes. As of the expiration time, the Company had not received consents from holders representing a majority of the aggregate principal amount of each of its five series of priority guarantee notes outstanding. As a result, the Proposed Amendment will not be effected with respect to the Company’s priority guarantee notes and no fixed fee or contingent fee will be paid to holders of such notes.

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:

<u>Exhibit No.</u>	<u>Description</u>
4.1	Sixth Supplemental Indenture, dated as of December 9, 2016, between iHeartCommunications, Inc. and Delaware Trust Company, as trustee.
99.1	Press Release, dated December 12, 2016, announcing results of consent solicitations.

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: December 12, 2016

By: /s/ Lauren E. Dean

Lauren E. Dean

Vice President, Associate General Counsel and Assistant Secretary

EXHIBIT INDEX

**Exhibit
Number**

Description

4.1	Sixth Supplemental Indenture, dated as of December 9, 2016, between iHeartCommunications, Inc. and Delaware Trust Company, as trustee.
99.1	Press Release, dated December 12, 2016, announcing results of consent solicitations.

SIXTH SUPPLEMENTAL INDENTURE (this "Sixth Supplemental Indenture"), dated as of December 9, 2016, among iHeartCommunications, Inc. (f/k/a Clear Channel Communications, Inc.), a Texas corporation (the "Issuer"), and Delaware Trust Company (successor in interest to Law Debenture Trust Company of New York), as trustee (the "Trustee").

W I T N E S S E T H

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, a third supplemental indenture dated as of August 22, 2014, a fourth supplemental indenture dated as of October 3, 2016, and a fifth supplemental indenture dated as of November 28, 2016 (as may be further 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 Sixth 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 November 28, 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 Sixth 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 9.07 is hereby amended by adding the following sentence at the end of Section 9.07:

"Notwithstanding the foregoing, with respect to any payment of consideration for, or as an inducement to, any consent, waiver or amendment of any of the terms or provisions of this Indenture or the Notes in connection with an exchange offer, the Issuer and any of its Subsidiaries may exclude (i) Holders or beneficial owners of the Notes that (a) are not Institutional Accredited

Investors, and (b) are not Non-U.S. Persons, and (ii) Holders or beneficial owners of the Notes in any foreign jurisdiction where the inclusion of such Holders or beneficial owners would require the Issuer or any of its Subsidiaries to comply with the registration requirements or other similar requirements under any securities laws of such foreign jurisdiction, or the solicitation of such consent, waiver or amendment from, or the granting of such consent or waiver, or the approval of such amendment by, Holders or beneficial owners in such foreign jurisdiction would be unlawful.”

(3) Effectiveness. This Sixth 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 SIXTH 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.

(5) Ratification of Indenture; Sixth 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 Sixth 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 Sixth 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 Sixth Supplemental Indenture shall bind its successors. All agreements of the Trustee in this Sixth Supplemental Indenture shall bind its successors.

(9) Trustee’s Disclaimer. The Trustee accepts the amendments to the Indenture effected by this Sixth 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 Issuer, or for or with respect to (i) the validity or sufficiency of this Sixth Supplemental Indenture or any of the terms or provisions hereof, (ii) the proper authorization hereof by the Issuer by action or otherwise, (iii) the due execution hereof by the Issuer 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]

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

[iHC – Senior Notes due 2021 – Sixth Supplemental Indenture]

DELAWARE TRUST COMPANY, as Trustee

By: /s/ Alan R. Halpern

Name: Alan R. Halpern

Title: Vice President

[iHC – Senior Notes due 2021 – Sixth Supplemental Indenture]



FOR IMMEDIATE RELEASE

PRESS RELEASE

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

EXPIRATION OF CONSENT SOLICITATIONS TO HOLDERS OF ITS FIVE SERIES OF PRIORITY GUARANTEE NOTES

San Antonio, TX, December 12, 2016 —iHeartCommunications, Inc. (the “Company”) announced today the results and expiration, on December 9, 2016, of the six separate consent solicitations (the “Consent Solicitations”) with respect to its senior notes due 2021 and its five series of priority guarantee notes that were launched on November 28, 2016 and amended on December 2, 2016.

The Company received consents from holders of \$1,286,154,353 in aggregate principal amount of its senior notes due 2021 (the “Senior Notes”), representing approximately 81.5% of the total principal amount outstanding of the Senior Notes (excluding any notes held by the Company or its affiliates). In conjunction with receiving the requisite consents, the Company and the trustee for the Senior Notes executed a supplemental indenture to the indenture governing the Senior Notes (the “Senior Notes Indenture”) to effect the proposed amendment to Section 9.07 of the Senior Notes Indenture (the “Proposed Amendment”). The Proposed Amendment allows the Company to exclude, in any offer to consent, waive or amend any of the terms or provisions of the Senior Notes Indenture or the Senior Notes in connection with an exchange offer, any holders of Senior Notes who are not institutional “accredited investors,” who are not non-“U.S. persons”, or those in foreign jurisdictions whose inclusion would require the Company to comply with the registration requirements or other similar requirements under any securities laws of such foreign jurisdiction. The Proposed Amendment does not permit the Company to exclude institutional accredited investors, non-U.S. persons in offshore transactions or other holders of Senior Notes in foreign jurisdictions from such exchange offers, so long as the Company would not need to register the exchange offers if made to such holders.

The Company will pay an aggregate cash payment of \$1,729,168 (the “Fixed Fee”) to consenting holders of Senior Notes pro rata to such consenting holders in accordance with the aggregate principal amount of Senior Notes for which consents were validly delivered (and not revoked) in accordance with the conditions of the Consent Solicitation. Based on the consents received, the Fixed Fee will be allocated to the consenting holders in an amount equal to approximately \$1.20 for each \$1,000 principal amount of Senior Notes for which consents were validly delivered. In addition, upon effectiveness of a subsequent amendment to the Senior Notes Indenture, where the consideration for such amendment includes debt or equity securities issued on an unregistered basis in an exchange offer transaction, the Company will pay an aggregate cash payment of \$2,593,752 (the “Contingent Fee”) to consenting holders of Senior Notes pro rata to such consenting holders in accordance with the aggregate principal amount of Senior Notes for which consents were validly delivered. Based on the consents received, if paid, the Contingent Fee will be allocated to the consenting holders in an amount equal to approximately \$1.80 for each \$1,000 principal amount of Senior Notes for which consents were validly delivered. The Contingent Fee, if it becomes payable, will not be paid at the same time as the Fixed Fee. There is no assurance that the Contingent Fee will be paid. In no event will the Company ever be required to pay the Contingent Fee more than once.

The Company also announced the expiration of its Consent Solicitations with respect to its five series of priority guarantee notes. The Consent Solicitations expired at 5:00 p.m., New York City time, on December 9, 2016. As of the expiration time, the Company had not received consents from holders representing a majority of the aggregate principal amount of each of its five series of priority guarantee

notes outstanding. As a result, the Proposed Amendment will not be effected with respect to the Company's priority guarantee notes and no fixed fee or contingent fee will be paid to holders of such notes.

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.

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