
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): January 20, 2009

CLEAR CHANNEL OUTDOOR HOLDINGS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware

(State or Other Jurisdiction of
Incorporation or Organization)

001-32663

(Commission File Number)

86-0812139

(I.R.S. Employer
Identification No.)

**200 East Basse Road
San Antonio, TX 78209**

(Address of Principal Executive Offices, Including Zip Code)

(210) 832-3700

(Registrant's Telephone Number, Including Area Code)

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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ITEMS TO BE INCLUDED IN THIS REPORT

Item 1.01 Entry into a Material Definitive Agreement and Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 20, 2009, CC Media Holdings, Inc. (the "Company"), its wholly-owned subsidiary, Clear Channel Communications, Inc. ("Clear Channel"), and each of Mark P. Mays and Randall T. Mays entered into amendments to their respective employment agreements. The amendment to each employment agreement includes the following changes:

- A decrease in base salary for 2009 to \$500,000, and thereafter a minimum base salary of \$1,000,000.
- A change in the calculation of the annual performance bonus. Beginning in 2009, each of Mr. R. Mays and Mr. M. Mays will be entitled to receive an annual performance bonus of between \$0 and \$4,000,000 based on the percentage of target EBITDA that is achieved for the applicable year; under this calculation, achievement of 100% of target EBITDA would entitle Mr. R. Mays or Mr. M. Mays, as applicable, to a bonus of \$2,000,000. Target EBITDA is determined by the compensation committee of the board of the Company in consultation with management.
- A change in the amount of base salary to no less than \$1,000,000 for purposes of determining the amount of severance payable to Mr. R. Mays or M. Mays if he is terminated by the Company without cause or if he resigns for good reason.

Complete copies of the amendments to the employment agreements are filed herewith as Exhibits 10.1 and 10.2, respectively, and are incorporated herein by reference. The forgoing description of the terms of the amendments does not purport to be complete and is qualified in its entirety by reference to such exhibits.

Our Chief Executive Officer, Mr. M. Mays, simultaneously serves as the Chief Executive Officer of our parent, Clear Channel, and our Chief Financial Officer, Mr. R. Mays, simultaneously serves as the President and Chief Financial Officer of Clear Channel. Messrs. M. and R. Mays are compensated by Clear Channel, and we reimburse Clear Channel for their services pursuant to a Corporate Services Agreement between us and Clear Channel Management Services, L.P.

Item 8.01 Other Events.

The Company, the parent of Clear Channel and Clear Channel Outdoor Holdings, Inc. (the "Registrant"), announced today that it is undertaking a restructuring program targeting a reduction of fixed costs by approximately \$350 million on an annualized basis. As part of the program, the Company has eliminated approximately 1,850 full-time positions representing approximately 9% of total workforce. The restructuring program will also include other actions, including elimination of overlapping functions and other cost savings initiatives. The program is expected to result in restructuring and other non-recurring charges of approximately \$200 million, although additional costs may be incurred as the program evolves. The Company estimates that approximately 40% of the anticipated cost savings and related charges will be attributable to the Registrant. The cost savings initiatives are expected to be fully implemented by the end of the first quarter of 2010. No assurance can be given that the restructuring program will be successful or will achieve the anticipated cost savings in the timeframe expected or at all. In addition, the Company may modify or terminate the restructuring program in response to economic conditions or otherwise.

Cautionary Note Regarding Forward-Looking Statements

This report contains forward-looking statements based on the Company's current expectations. Those forward-looking statements include those related to anticipated results of the Company's cost savings initiatives and related charges and all statements other than those made solely with respect to historical fact. Numerous risks, uncertainties and other factors may cause actual results to differ materially from those expressed in any forward-looking statements. Many of the factors that will determine the outcome of the subject matter of this report are beyond the Company's ability to control or predict. Neither the Registrant nor the Company undertakes any

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obligation to revise or update any forward-looking statements, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment to Amended and Restated Employment Agreement with Mark P. Mays, dated January 20, 2009
10.2	Amendment to Amended and Restated Employment Agreement with Randall T. Mays, dated January 20, 2009

SIGNATURE

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.

CLEAR CHANNEL OUTDOOR HOLDINGS, INC.

Date: January 21, 2009

By: /s/ Herbert W. Hill, Jr.

Herbert W. Hill, Jr.

Senior Vice President/Chief Accounting Officer

CLEAR CHANNEL COMMUNICATIONS, INC.
200 East Basse Road
San Antonio, TX 78209

January 20, 2009

Mr. Mark P. Mays
200 East Basse Road
San Antonio, TX 78209

Re: Amendment to Amended and Restated Employment Agreement

Dear Mr. Mays:

This letter memorializes the terms of the agreement ("Amendment") we have reached to amend the terms of your Amended and Restated Employment Agreement ("Employment Agreement") with Clear Channel Communications, Inc. (the "Company"), as successor to BT Triple Crown Merger Co., Inc. and CC Media Holdings, Inc. ("Holdings"), effective July 28, 2008. The parties have agreed as follows:

1. Section 5(a) of the Employment Agreement is hereby amended to read in its entirety as follows:

(a) Base Salary and Bonus. During the Employment Period, the Company shall pay Executive a base salary at a rate of not less than \$500,000 for calendar year 2009 and, thereafter, not less than \$1,000,000 per year ("Base Salary"). Executive's Base Salary shall be paid in approximately equal installments in accordance with the Company's customary payroll practices. The Compensation Committee of the Board of Holdings (the "Compensation Committee") shall review Executive's Base Salary for increase (but not decrease) no less frequently than annually and consistent with the executive compensation practices and guidelines of the Company and Holdings. If Executive's Base Salary is increased by the Company, such increased Base Salary shall then constitute the Base Salary for all purposes of this Agreement. In addition to Base Salary, Executive shall be eligible to receive an annual bonus (the "Performance Bonus"). Unless the Board of Holdings and Executive mutually agree otherwise, the amount of the Performance Bonus for each year during the Employment Period subsequent to 2008 shall be calculated in accordance with the schedule set forth below.

The Target EBITDA for 2009 and thereafter shall be determined by the Compensation Committee in consultation with management of the Company.

The Target EBITDA for a particular year shall be determined for each year within thirty (30) days following approval of the Company's budget for such year by the Board of Holdings.

EBITDA, for all purposes of this Agreement, shall be defined as, and shall use the same calculations and methodologies used for determining Consolidated EBITDA as defined by the Credit Agreement among Clear Channel Capital I, LLC, as successor to BT Triple Crown Merger Co., Inc., and Clear Channel Communications, Inc., the Subsidiary Co-Borrowers (as defined by the Credit Agreement), the Foreign Subsidiary Revolving Borrowers (as defined by the Credit Agreement), from time to time a party thereto, Citibank, N.A., as Administrative Agent, Swing Line Lender and L/C Issuer, and each lender from time to time party thereto dated May 13, 2008 (the "Credit Agreement"), as amended from time to time, except that for purposes of this Amendment, unless otherwise approved by the Compensation Committee and the Board of Holdings, Achieved EBITDA will (i) exclude EBITDA generated from joint venture entities formed after the date hereof to the extent not included in the calculation of Target EBITDA and (ii) include EBITDA that is excluded from Consolidated EBITDA by reason of being generated from discontinued operations. Achieved EBITDA will also be adjusted to take into account any acquisitions or divestitures made during the applicable year, such that Target EBITDA and Achieved EBITDA include the same businesses, assets or operations for the same period, as reasonably determined by the Compensation Committee and the Board of Holdings. The parties intend that Achieved EBITDA be calculated for a particular year in a manner consistent with the assumptions used to develop Target EBITDA for such year and with the full benefit of strategic and operational improvements above and beyond the plan used in developing Target EBITDA, as determined by the Compensation Committee in its reasonable discretion.

At the end of each year, the EBITDA attained shall be calculated by the Chief Accounting Officer of the Company (the "Achieved EBITDA"), subject to the approval of the Compensation Committee.

The Performance Bonus for any year in the Employment Period subsequent to 2008 shall be paid in accordance with the following schedule:

Achieved EBITDA/Target EBITDA (expressed as a percentage)	Performance Bonus
90% or less	\$0
100%	\$2,000,000
110%	\$3,000,000
120% or more	\$4,000,000

If the Achieved EBITDA is between 90% and 100% of Target EBITDA, the Performance Bonus shall be an amount between \$0 and \$2,000,000, pro rata based on the percent of Target EBITDA actually achieved. If the Achieved EBITDA is between 100% and 110% of Target EBITDA, the Performance Bonus shall be an amount between \$2,000,000 and \$3,000,000, pro rata based on the percent of Target EBITDA actually achieved. If the Achieved EBITDA is between 110% and 120% of Target EBITDA, the Performance Bonus shall be an amount between \$3,000,000 and \$4,000,000, pro rata based on the percent of Target EBITDA actually achieved.

The Performance Bonus, if any, shall be payable in a single lump sum between January 1 and March 15 of the year following the year for which the Performance Bonus was earned.

2. Section 6(c)(ii) of the Employment Agreement is hereby amended by inserting the phrase “dated as of July 29, 2008 by and among Mergersub, Holdings, Executive and other stockholders of Holdings after the phrase “as defined in the Stockholders Agreement”.

3. Section 8(a)(i) and 8(a)(ii) of the Employment Agreement are hereby amended by inserting the phrase “as defined by Section 5(a) as modified in accordance with the terms of the Amendment to the Employment Agreement except that Base Salary for purposes of this section shall never be less than \$1,000,000” after “Base Salary” in each place where the term “Base Salary” appears.

4. All provisions of the Employment Agreement, other than Section 5(a), 6(c)(ii), 8(a)(i) and 8(a)(ii) (which shall be modified in accordance with the terms hereof), shall remain in full force and effect.

5. This letter agreement contains the entire agreement of the parties concerning the subject matter hereof. Neither this Amendment, nor the Employment Agreement it amends, may be modified or waived in any manner other than by an authorized writing of the parties.

[The remainder of this page is left intentionally blank.]

If the foregoing is in accordance with your understanding of our agreement, kindly counter-sign in the space below.

Sincerely,

CC Media Holdings, Inc.

By: /s/ Andrew Levin

Name: Andrew Levin

Title: Executive Vice President, Chief
Legal Officer and Secretary

Clear Channel Communications, Inc.

By: /s/ Andrew Levin

Name: Andrew Levin

Title: Executive Vice President, Chief
Legal Officer and Secretary

ACCEPTED AND AGREED TO:

/s/ Mark P. Mays

Mark P. Mays

Date: January 20, 2009

CLEAR CHANNEL COMMUNICATIONS, INC.
200 East Basse Road
San Antonio, TX 78209

January 20, 2009

Mr. Randall T. Mays
200 East Basse Road
San Antonio, TX 78209

Re: Amendment to Amended and Restated Employment Agreement

Dear Mr. Mays:

This letter memorializes the terms of the agreement ("Amendment") we have reached to amend the terms of your Amended and Restated Employment Agreement ("Employment Agreement") with Clear Channel Communications, Inc. (the "Company"), as successor to BT Triple Crown Merger Co., Inc. and CC Media Holdings, Inc. ("Holdings"), effective July 28, 2008. The parties have agreed as follows:

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By: /s/ Andrew Levin

Name: Andrew Levin

Title: Executive Vice President, Chief
Legal Officer and Secretary

Clear Channel Communications, Inc.

By: /s/ Andrew Levin

Name: Andrew Levin

Title: Executive Vice President, Chief
Legal Officer and Secretary

ACCEPTED AND AGREED TO:

/s/ Randall T. Mays

Randall T. Mays

Date: January 20, 2009