

SECOND AMENDMENT
to
LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS **SECOND AMENDMENT** ("*Amendment*") is made as of June 4, 2014 and amends that certain **LOCAL PROGRAMMING AND MARKETING AGREEMENT**, dated as of June 5, 2013 ("*Effective Date*"), as amended by the First Amendment to Local Programming and Marketing Agreement, dated October 1, 2013 (collectively, as amended, the "*Agreement*"), by and between **CONNOISSEUR MEDIA LICENSES, LLC** ("*Licensee*"), and **PANDORA MEDIA, INC.** ("*Programmer*"). Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Agreement.

WHEREAS, Licensee and Programmer desire to amend the Agreement to extend the Term of the Agreement for an additional year and to amend Schedule A to the Agreement to increase the amount of the monthly LMA Fee to account for increased expenses of the Licensee since the Effective Date.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Agreement, Paragraph 1. Paragraph 1 of the Agreement is hereby amended and restated to read as follows:

"Term. The term of this Agreement (the "*Term*") will begin at 12:01 AM (Mountain) on June 10, 2013 ("*LMA Commencement Date*") and will continue until the earlier of (i) the License Transfer Date or (ii) the second year anniversary of the LMA Commencement Date, unless earlier terminated in accordance with the terms of this Agreement (or extended by mutual written agreement)."

2. Schedule A, Paragraph I. Schedule A, paragraph I, is hereby amended to increase the LMA Fee to \$7,500.00 per month commencing June 10, 2014.

3. Reference to and Effect on the Agreement.

(a) Except as specifically amended above, the Agreement is and shall continue to be in full force and effect and is hereby ratified and confirmed in all respects.

(b) Except as specifically set forth above, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of any party hereto under the Agreement, or constitute a waiver of any provision of any other agreement.

(c) Upon the effectiveness of this Amendment, each reference in the Agreement to the "Agreement", "hereto", "hereunder", "hereof" or words of like import referring to the Agreement, shall mean and be a reference to the Agreement as amended hereby.

4. Assigns. This Amendment shall be binding upon and shall inure to the benefit of Licensee and Programmer's successors and permitted assigns.

5. Execution of Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same amendment. Any counterpart signature page delivered via facsimile transmission or by e-mail transmission in Adobe portable document format shall be deemed an original for all intents and purposes .

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Local Programming and Marketing Agreement as of the date first written above.

LICENSEE:

CONNOISSEUR MEDIA LICENSES, LLC.

By: 

~~Michael O. Driscoll~~
~~Executive Vice President and CFO~~

~~Jeffrey D. Warshaw~~
~~CEO~~

PROGRAMMER:

PANDORA MEDIA, INC.

By: _____

Delida Costin
General Counsel, Senior Vice President
And Secretary

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Local Programming and Marketing Agreement as of the date first written above.

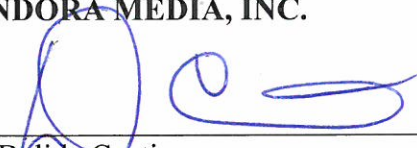
LICENSEE:

CONNOISSEUR MEDIA LICENSES, LLC.

By: _____
Michael O. Driscoll
Executive Vice President and CFO

PROGRAMMER:

PANDORA MEDIA, INC.

By:  _____
Delida Costin
General Counsel, Senior Vice President
And Secretary