

**FIRST AMENDMENT**  
to  
**LOCAL PROGRAMMING AND MARKETING AGREEMENT**

THIS FIRST AMENDMENT ("Amendment") is made as of October 1, 2013 and amends that certain **LOCAL PROGRAMMING AND MARKETING AGREEMENT** (the "Agreement"), dated as of June 5, 2013 ("Effective Date"), 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 Schedule A to the Agreement to account for increases since the Effective Date in personnel costs subject to reimbursement by Programmer and the effect those increases have on the limit on Retention Payments as defined in the Agreement.

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

1. Schedule A, Paragraph II.2(i). Schedule A, paragraph II.2(i) is hereby amended and restated to read as follows:

"Station Employees" means the Station employees included on the Station employment spreadsheet delivered to Programmer on October 7, 2013, a copy of which is attached to this First Amendment as Exhibit 1.

2. Schedule A, Paragraph II.2(iii). Schedule A, paragraph II.2(iii) is hereby amended to increase the maximum aggregate amount that Retention Payments may not exceed from \$ [REDACTED] to \$ [REDACTED]

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. 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 First Amendment to Local Programming and Marketing Agreement as of the date first written above.

**LICENSEE:**

**CONNOISSEUR MEDIA LICENSES, LLC.**

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

**PROGRAMMER:**

**PANDORA MEDIA, INC.**

By: Douglas F. Sterne  
Douglas F. Sterne  
Vice President