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): February 1, 2019 (February 1, 2019)

SIRIUS XM HOLDINGS INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware	**001-34295**	**38-3916511**
(State or other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

1290 Avenue of the Americas, 11th Fl., New York, NY	**10104**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(212) 584-5100**

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

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))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange. ☐

Item 1.01. Entry into a Material Definitive Agreement

In connection with the Transactions (as defined below in Item 2.01), Pandora Media, LLC (as successor to Pandora Media, Inc., as issuer (" Pandora "), and Sirius XM Holdings Inc. (" Sirius XM "), as guarantor, executed (i) a supplemental indenture, dated as of February 1, 2019 (the " 2020 Notes Supplemental Indenture "), with Citibank, N.A., a national banking association, as trustee (the " Trustee "), to the Indenture, dated as of December 9, 2015 (as amended and supplemented prior thereto, the " 2020 Notes Indenture "), between Pandora and the Trustee relating to Pandora's 1.75% Convertible Senior Notes due 2020 (the " 2020 Notes ") and (ii) a supplemental indenture, dated as of February 1, 2019 (the " 2023 Notes Supplemental Indenture " and, together with the 2020 Notes Supplemental Indenture, the " Supplemental Indentures "), with the Trustee, to the Indenture, dated as of June 1, 2018 (as amended and supplemented prior thereto, the " 2023 Notes Indenture " and, together with the 2020 Notes Indenture, the " Indentures "), between Pandora and the Trustee relating to Pandora's 1.75% Convertible Senior Notes due 2023 (the " 2023 Notes " and, together with the 2020 Notes, the " Pandora Convertible Notes "). As of the date hereof, approximately $152.1 million aggregate principal amount of 2020 Notes and approximately $192.9 million aggregate principal amount of 2023 Notes remain outstanding.

Pursuant to each Supplemental Indenture, and as a result of the Transactions, the conversion consideration for each $1,000 principal amount of each series of the Pandora Convertible Notes has been changed into the right to convert such principal amount of each series of the Pandora Convertible Notes into a corresponding number of shares of Sirius XM's common stock, par value $0.001 per share (the " Sirius XM Common Stock "), that a holder of such number of shares of Pandora's common stock equal to the applicable conversion rate immediately prior to the Transactions would have been entitled to receive upon consummation of the Transactions. Upon consummation of the Transactions, the conversion rate applicable to the 2020 Notes was 87.7032 shares of Sirius XM Common Stock per $1,000 principal amount of the 2020 Notes, and the conversion rate applicable to the 2023 Notes was 150.4466 shares of Sirius XM Common Stock per $1,000 principal amount of the 2023 Notes. In addition, pursuant to the Supplemental Indentures, Sirius XM has provided an unconditional guarantee of the payment and performance obligations of Pandora under each series of the Pandora Convertible Notes and the Indentures.

Each series of the Pandora Convertible Notes is convertible under certain circumstances into cash, Sirius XM Common Stock or a combination thereof, at Pandora's election (such election, the " Settlement Method "). Pursuant to the 2020 Notes Supplemental Indenture, Pandora has irrevocably elected and determined that the Settlement Method to settle all conversion obligations from and after February 1, 2019 with respect to the 2020 Notes shall solely be cash.

The Indentures provide for customary events of default, which include nonpayment of principal or interest, breach of covenants, payment defaults or acceleration of other indebtedness and certain events of bankruptcy.

The foregoing is only a brief description of the Supplemental Indentures, does not purport to be a complete description of the rights and obligations of the parties thereunder and is qualified in its entirety

by reference to the 2020 Notes Supplemental Indenture and the 2023 Notes Supplemental Indenture, which are filed hereto as Exhibits 4.1 and 4.2, respectively, and are incorporated by reference herein.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On February 1 , 2019, pursuant to the terms and conditions of the Agreement and Plan of Merger and Reorganization (the " Merger Agreement "), dated September 23, 2018, by and among Sirius XM, Pandora, Billboard Holding Company, Inc., Billboard Acquisition Sub, Inc., White Oaks Acquisition Corp. and Sirius XM Radio Inc. (" Sirius XM Radio "), through a series of transactions Pandora became an indirect wholly owned subsidiary of Sirius XM (the " Transactions ").

As a result of the Transactions, each share of Pandora common stock, par value $0.0001 per share (" Pandora Common Stock "), outstanding immediately prior to the consummation of the Transactions, was converted into the right to receive 1.44 shares (the " Exchange Ratio ") of Sirius XM Common Stock.

Further, pursuant to the Transactions:

- each option granted by Pandora under its stock incentive plans to purchase shares of Pandora Common Stock, whether vested or unvested, was assumed and converted into an option to purchase shares of Sirius XM Common Stock, with appropriate adjustments (based on the Exchange Ratio) to the exercise price and number of shares of Sirius XM Common Stock subject to such option, and has the same vesting schedule and exercise conditions as in effect as of immediately prior to the closing of the Transactions; provided that any Pandora stock option that had an exercise price per share that was equal to or greater than the value, at the closing of the Transactions, of Sirius XM Common Stock issued as merger consideration in exchange for each share of Pandora Common Stock, was cancelled without payment therefor;

- each unvested restricted stock unit granted by Pandora under its stock incentive plans was assumed and converted into an unvested restricted stock unit of Sirius XM, with appropriate adjustments (based on the Exchange Ratio) to the number of shares of Sirius XM Common Stock to be received, and has the same vesting schedule and settlement date as in effect as of immediately prior to the closing of the Transactions; and

- each unvested performance award granted by Pandora under its stock incentive plans was cancelled since the per share value of merger consideration at the closing of the Transactions as determined pursuant to the Merger Agreement was less than $20.00.

At the closing of the Transactions, Sirius XM assumed Pandora's (i) 2014 Stock Incentive Plan of AdsWizz Inc., (ii) Pandora Media, Inc. 2011 Equity Incentive Plan, (iii) Pandora Media, Inc. 2004 Stock Plan and (iv) TheSavageBeast.com, Inc. 2000 Stock Incentive Plan (the " Pandora Stock Plans "). All shares available under the Pandora Stock Plans, which were previously approved by stockholders and not adopted in contemplation of the Transactions, became additional shares available for grant pursuant to the terms of the Sirius XM Holdings Inc. 2015 Long-Term Stock Incentive Plan (the " Sirius XM 2015 Plan ") (as adjusted, to the extent appropriate, to reflect the application of the Exchange Ratio). Subject to certain limitations set forth in the Sirius XM 2015 Plan, such shares may be used for awards under the Sirius XM 2015 Plan.

The description of the Transactions and the Merger Agreement contained in this Item 2.01 does not purport to be complete and is subject to and qualified in its entirety by reference to the Merger Agreement, which was filed as Exhibit 2.1 to the Current Report on Form 8-K filed by Sirius XM with the Securities and Exchange Commission on September 24, 2018, and is incorporated by reference herein.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

The information in Item 1.01 and, with respect to the consent solicitations described therein, Item 8.01 of this Current Report on Form 8-K are incorporated by reference herein.

Item 3.03. Material Modification to Rights of Security Holders

The information in Item 8.01 of this Current Report on Form 8-K with respect to the consent solicitations described therein is incorporated by reference herein.

Item 8.01. Other Events

Press Release

On February 1, 2019, Sirius XM issued a press release announcing the closing of the Transactions. The press release is attached hereto as Exhibit 99.1.

Consent Solicitation – Operativeness of Consent Supplemental Indentures

On February 1, 2019, Sirius XM paid the consent fees to consenting holders in connection with its previously announced consent solicitations with respect to certain proposed amendments to the indentures governing the Pandora Convertible Notes. Upon payment of the applicable consent fees, the supplemental indentures entered into (each, a "Consent Supplemental Indenture") reflecting such proposed amendments became operative. For additional information regarding the Consent Supplemental Indentures, see (i) our Current Report on Form 8-K dated January 28, 2019, in respect of the 2020 Notes Consent Supplemental Indenture and (ii) our Current Report on Form 8-K dated January 31, 2019, in respect of the 2023 Notes Consent Supplemental Indenture.

Item 9.01 Financial Statements and Exhibits

(a) Financial Statements of Business Acquired

The audited consolidated financial statements of Pandora as of December 31, 2017 and 2016, and for each of the two years in the period ended December 31, 2017, as well as the accompanying notes thereto and the related Report of Independent Registered Public Accounting Firm issued by Ernst & Young LLP, dated February 26, 2018, are filed hereto as Exhibit 99.2 and incorporated herein by reference.

The unaudited consolidated financial statements of Pandora as of and for the nine months ended September 30, 2018, as well as the accompanying notes thereto, are filed hereto as Exhibit 99.3 and incorporated herein by reference.

(b) Pro Forma Financial Information

The following unaudited pro forma combined condensed consolidated financial information giving effect to the Transactions is filed hereto as Exhibit 99.4:

- unaudited pro forma condensed combined balance sheet as of September 30, 2018, giving effect to the Transactions as if they occurred on September 30, 2018;

- unaudited pro forma condensed combined consolidated statement of income for the nine months ended September 30, 2018, giving effect to the Transactions as if they occurred on January 1, 2017; and

- unaudited pro forma condensed combined consolidated statement of income for the year ended December 31, 2017, giving effect to the Transactions as if they occurred on January 1, 2017.

(d) The following Exhibits are submitted herewith.

Exhibit No.	Description
4.1	2020 Notes Supplemental Indenture *
4.2	2023 Notes Supplemental Indenture *
23.1	Consent of Ernst & Young LLP, independent registered public accounting firm (with respect to the financial statements of Pandora Media, Inc.) *
99.1	Press Release dated February 1, 2019. *
99.2	Audited consolidated financial statements of Pandora as of and for the years ended December 31, 2017 and 2016 (incorporated by reference to the Form 10-K filed by Pandora with the SEC on February 26, 2018) (File No.: 001-35198).
99.3	Unaudited consolidated financial statements of Pandora as of and for the nine months ended September 30, 2018 (incorporated by reference to the Form 10-Q filed by Pandora with the SEC on November 5, 2018) (File No.: 001-35198).
99.4	Unaudited pro forma combined condensed balance sheet as of September 30, 2018, giving effect to the Transactions as if it occurred on September 30, 2018; unaudited pro forma combined condensed statement of income for the nine months ended September 30, 2018, giving effect to the Transactions as if they occurred on January 1, 2017; and unaudited pro forma combined condensed consolidated statement of income for the year ended December 31, 2017, giving effect to the Transactions as if they occurred on January 1, 2017.*

* Filed herewith.

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.

SIRIUS XM HOLDINGS INC.

Date: February 1, 2019

By: /s/ Patrick L. Donnelly
Patrick L. Donnelly.
Executive Vice President, General Counsel and Secretary

Exhibit 4.1

PANDORA MEDIA, LLC

SIRIUS XM HOLDINGS INC.

AND

CITIBANK, N.A.,

as Trustee

THIRD SUPPLEMENTAL INDENTURE

February 1, 2019

1.75% Convertible Senior Notes Due 2020

THIRD SUPPLEMENTAL INDENTURE, dated as of February 1, 2019 (this " **Supplemental Indenture** "), among Pandora Media, LLC (f/k/a Pandora Media, Inc.), a Delaware limited liability company (the " **Company** "), Sirius XM Holdings Inc., a Delaware corporation (the " **Guarantor** "), and Citibank, N.A., a national banking association, as trustee (the " **Trustee** "), to the Indenture, dated as of December 9, 2015 (the " **Original Indenture** "), between the Company and the Trustee, as amended by the First Supplemental Indenture (the " **First Supplemental Indenture** "), dated as of January 25, 2019, between the Company and the Trustee and the Second Supplemental Indenture, dated as of February 1, 2019 (the " **Second Supplemental Indenture** " and, together with the Original Indenture and the First Supplemental Indenture, the " **Indenture** "), among the Company, Billboard Holding Company, Inc., a Delaware corporation and the direct parent company of the Company (" **New Holding Company** "), and the Trustee.

WHEREAS, the Company has heretofore executed and delivered the Indenture, pursuant to which the Company issued its 1.75% Convertible Senior Notes Due 2020 (the " **Notes** ") in the original aggregate principal amount of $345,000,000, which were originally convertible under certain circumstances into cash, the Company's common stock, par value $0.0001 per share (" **Company Common Stock** "), or a combination thereof, at the Company's election;

WHEREAS, pursuant to the Agreement and Plan of Merger and Reorganization, dated as of September 23, 2018 (as amended, supplemented, restated or otherwise modified, the " **Merger Agreement** "), by and among the Company, the Guarantor, Sirius XM Radio Inc., White Oaks Acquisition Corp. (" **Sirius Merger Sub** "), New Holding Company and Billboard Acquisition Sub, Inc. (" **Pandora Merger Sub** "), Pandora Merger Sub merged with and into the Company, with the Company surviving as a wholly-owned subsidiary of New Holding Company and each outstanding share of Company Common Stock was converted into one validly issued, fully paid and non-assessable share of common stock of New Holding Company, par value $0.01 per share (the " **Holding Company Common Stock** ") and the right to convert the principal amount of the Notes was changed to the right to convert such principal amount of Notes into Holding Company Common Stock as set forth in the Second Supplemental Indenture;

WHEREAS, pursuant to the Merger Agreement, Sirius Merger Sub will, substantially concurrently with the effectiveness of this Supplemental Indenture, merge with and into New Holding Company, with New Holding Company surviving as a wholly-owned subsidiary of Guarantor (the " **Merger** ") and, pursuant to the terms of the Merger, each outstanding Holding Company Common Stock will be converted into 1.44 validly issued, fully paid and non-assessable shares of common stock, par value $0.001 per share, of the Guarantor (the " **Guarantor Common Stock** ");

WHEREAS, the Merger constitutes a Merger Event under the Indenture and Section 14.07 of the Indenture provides that in the case of any Merger Event, prior to or at the effective time of such Merger Event, the Company shall execute and deliver to the Trustee a supplemental indenture permitted under Section 10.01(g) of the Indenture which provides that upon such Merger Event (i) subsequent conversions of Notes shall be into Reference Property in the manner set forth in Section 14.07 of the Indenture and (ii) subsequent anti-dilution and other adjustments shall be as nearly equivalent as is possible to the adjustments provided for in Article 14 of the Indenture;

WHEREAS, from and after the Effective Time (as defined in Section 4.5 below), the Guarantor desires to fully and unconditionally guarantee all of the payment obligations of the Company under the Notes and the Indenture primarily so as to make available the exemption from the registration requirements of the Securities Act of 1933, as amended (the " **Act** "), provided by Section 3(a)(9) of the Act for shares of Guarantor Common Stock delivered upon conversion of the Notes following the Merger;

WHEREAS, pursuant to Section 10.01 of the Indenture, the Company and the Trustee may enter into indentures supplemental to the Indenture to, among other things, make certain changes (i) to add guarantees with respect to the Notes, (ii) that do not adversely affect the rights of any Holder in any material respect and (iii) in connection with any Merger Event, including to provide that the Notes are convertible into Reference Property, subject to the provisions of Section 14.02, and make such related changes to the terms of the Notes in accordance with Section 14.07;

WHEREAS, the Board of Directors of the Guarantor by resolutions adopted on January 29, 2019 and the sole member of the Company by written consent on February 1, 2019 have duly authorized, on behalf of the Guarantor and the Company, as applicable, this Supplemental Indenture;

WHEREAS, in connection with the execution and delivery of this Supplemental Indenture, the Trustee has received an Officers' Certificate and an Opinion of Counsel as contemplated by Sections 10.05 and 14.07 of the Indenture; and

WHEREAS, the Company and Guarantor have requested that the Trustee execute and deliver this Supplemental Indenture and have satisfied all requirements necessary to make this Supplemental Indenture a valid instrument in accordance with its terms.

WITNESSETH:

NOW THEREFORE, each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders:

ARTICLE I

DEFINITIONS

Section 1.1. *Definitions in the Supplemental Indenture* . Unless otherwise specified herein or the context otherwise requires:

(a) a term defined in the Indenture has the same meaning when used in this Supplemental Indenture unless the definition of such term is amended or supplemented pursuant to this Supplemental Indenture;

(b) the terms defined in this Article and in this Supplemental Indenture include the plural as well as the singular;

(c) unless otherwise stated, a reference to a Section or Article is to a Section or Article of this Supplemental Indenture; and

(d) Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 1.2. *Definitions in the Indenture* .

(a) The Indenture is hereby amended and supplemented by adding the following additional definitions to Section 1.01 of the Indenture in the appropriate alphabetical order.

" **Guarantee** " means, as to any person, a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner, of all or any part of any indebtedness or other obligations.

" **Guarantee Obligations** " has the meaning set forth in Section 3.1 of the Third Supplemental Indenture.

" **Guarantor** " means Sirius XM Holdings Inc., a Delaware corporation.

" **Note Guarantee** " means the Guarantee by the Guarantor of the payment or performance of the Company's obligations under this Indenture and the Notes pursuant to Article III of the Third Supplemental Indenture.

" **Third Supplemental Indenture** " means that certain Supplemental Indenture, dated as of February 1, 2019, by and among the Company, the Guarantor and the Trustee.

(b) The Indenture is hereby amended by replacing the defined terms "Board of Directors," "Board Resolution," "Common Stock," "Daily VWAP," "Ex-Dividend Date,"

"Fundamental Change," "Officer," "Officers' Certificate" and "Opinion of Counsel" in their entirety with the following terms:

" **Board of Directors** " means the board of directors of the Company or a committee of such board duly authorized to act for it hereunder, or for purposes of the "Record Date" and Article 14, the board of directors of the Guarantor or a committee of such board duly authorized to act for it hereunder.

" **Board Resolution** " means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company or the Guarantor, as applicable, to have been duly adopted by the Board of Directors, and to be in full force and effect on the date of such certification, and delivered to the Trustee.

" **Common Stock** " means the common stock of the Guarantor, par value $0.001 per share, at the date of the Third Supplemental Indenture, subject to Section 14.07.

" **Daily VWAP** " means, for each of the 40 consecutive Trading Days during the relevant Observation Period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page "SIRI <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of the Common Stock on such Trading Day determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by the Company). The " **Daily VWAP** " shall be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours.

" **Ex-Dividend Date** " means the first date on which shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance, dividend or distribution in question, from the Guarantor or, if applicable, from the seller of Common Stock on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market.

" **Fundamental Change** " shall be deemed to have occurred at the time after the Notes are originally issued if any of the following occurs:

(a) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act, other than the Guarantor, its Wholly Owned Subsidiaries and the employee benefit plans of the Guarantor and its Wholly Owned Subsidiaries, files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group, has become the direct or indirect "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of the Guarantor's Common Equity representing more than 50% of the voting power of the Guarantor's Common Equity;

(b) the consummation of (A) any recapitalization, reclassification or change of the Common Stock (other than changes resulting from a subdivision or combination) as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets; (B) any share exchange, consolidation or merger of the Guarantor pursuant to

which the Common Stock will be converted into cash, securities or other property or assets; or (C) any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Guarantor and its Subsidiaries, taken as a whole, to any Person other than one of the Guarantor's Wholly Owned Subsidiaries; *provided* , *however* , that a transaction described in clause (B) in which the holders of all classes of the Guarantor's Common Equity immediately prior to such transaction own, directly or indirectly, more than 50% of all classes of Common Equity of the continuing or surviving corporation or transferee or the parent thereof immediately after such transaction in substantially the same proportions as such ownership immediately prior to such transaction shall not be a Fundamental Change pursuant to this clause (b);

(c) the stockholders of the Guarantor approve any plan or proposal for the liquidation or dissolution of the Guarantor; or

(d) the Common Stock (or other common stock underlying the Notes) ceases to be listed or quoted on any of The New York Stock Exchange, The Nasdaq Global Select Market or The Nasdaq Global Market (or any of their respective successors);

provided , *however* , that a transaction or transactions described in clause (a) or clause (b) above shall not constitute a Fundamental Change if at least 90% of the consideration received or to be received by the common stockholders of the Guarantor, excluding cash payments for fractional shares, in connection with such transaction or transactions consists of shares of common stock that are listed or quoted on any of The New York Stock Exchange, The Nasdaq Global Select Market or The Nasdaq Global Market (or any of their respective successors) or will be so listed or quoted when issued or exchanged in connection with such transaction or transactions and as a result of such transaction or transactions the Notes become convertible into such consideration, excluding cash payments for fractional shares (subject to the provisions of Section 14.02(a)). If any transaction in which the Common Stock is replaced by the securities of another entity occurs, following completion of any related Make-Whole Fundamental Change Period (or, in the case of a transaction that would have been a Fundamental Change or a Make-Whole Fundamental Change but for the proviso immediately following clause (d) of the definition thereof, following the effective date of such transaction) references to the Guarantor in this definition shall instead be references to such other entity.

" **Officer** " means, with respect to the Company or the Guarantor, the President, the Chief Executive Officer, the Chief Financial Officer, the Treasurer, the Secretary, any Executive or Senior Vice President or any Vice President (whether or not designated by a number or numbers or word or words added before or after the title "Vice President").

" **Officers' Certificate,** " when used with respect to the Company or the Guarantor, means a certificate that is delivered to the Trustee and that is signed by (a) two Officers of the Company or New Holding Company, as applicable, or (b) one Officer of the Company or New Holding Company, as applicable, and one of the Treasurer, any Assistant Treasurer, the Secretary, any Assistant Secretary or the Controller of the Company or New Holding Company, as applicable. Each such certificate shall include the statements provided for in Section 17.05 if and to the extent required by the provisions of such Section. One of the Officers giving an Officers' Certificate

pursuant to Section 4.08 shall be the principal executive, financial or accounting officer of the Company.

" **Opinion of Counsel** " means an opinion in writing, signed by legal counsel, who may be an employee of or counsel to the Company or the Guarantor, as applicable, or other counsel acceptable to the Trustee that is delivered to the Trustee. Each such opinion shall include the statements provided for in Section 17.05 if and to the extent required by the provisions of such Section 17.05.

ARTICLE II
EFFECT OF MERGER ON CONVERSION PRIVILEGE

Section 2.1. *Conversion Right* . From and after the Effective Time, the consideration due upon conversion of any Notes shall be determined in the same manner as if each reference to any number of shares of Holding Company Common Stock in Article 14 of the Indenture were instead a reference to the corresponding number of shares of Guarantor Common Stock that a Holder of such number of Holding Company Common Stock equal to the Conversion Rate immediately prior to the Effective Time would have been entitled to receive upon the consummation of the Merger; *provided* that, at and after the Effective Time, any amount otherwise payable in cash in lieu of fractional shares of Guarantor Common Stock upon conversion of the Notes will continue to be payable as described in Section 14.02 of the Indenture. For clarity, the initial Conversion Rate from and after the Effective Time will be 87.7032 shares of Guarantor Common Stock.

Section 2.2. *Additional Amendments to the Indenture* . The Indenture is hereby amended as follows:

(a) The seventh paragraph of Section 2.05(a) of the Indenture is hereby amended by adding the words "the Guarantor," after each occurrence of the words "the Company".

(b) The last paragraph of Section 2.05(c) of the Indenture is hereby amended by adding the words "the Guarantor," after each occurrence of the words "the Company".

(c) The third sentence of Section 2.10 of the Indenture is hereby amended and restated in full to read as follows:

"In addition, the Company may, to the extent permitted by law, and directly or indirectly (regardless of whether such Notes are surrendered to the Company), repurchase Notes in the open market or otherwise, whether by the Guarantor, the Company or its Subsidiaries or through a private or public tender or exchange offer or through counterparties to private agreements, including by cash-settled swaps or other derivatives."

(d) Section 12.01 of the Indenture is hereby amended and restated in full to read as follows:

"Section 12.01. *Indenture and Notes Solely Corporate Obligations.* No recourse for the payment of the principal of or accrued and unpaid interest on any Note, nor for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company or the Guarantor in this Indenture or in any supplemental indenture,

any Note or any Note Guarantee, nor because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, employee, agent, Officer or director or Subsidiary, as such, past, present or future, of the Guarantor, the Company or of any successor corporation, either directly or through the Guarantor, the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that all such liability is hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issuance of the Notes."

(e) Section 14.01(b)(ii) of the Indenture is hereby amended and restated in full to read as follows:

"(ii) If, prior to the close of business on the Business Day immediately preceding July 1, 2020, the Guarantor elects to:

(A) issue to all or substantially all holders of the Common Stock any rights, options or warrants entitling them, for a period of not more than 45 calendar days after the announcement date of such issuance, to subscribe for or purchase shares of Common Stock at a price per share that is less than the average of the Last Reported Sale Prices of the Common Stock for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance; or

(B) distribute to all or substantially all holders of the Common Stock the Guarantor's assets, securities or rights to purchase securities of the Guarantor, which distribution has a per share value, as reasonably determined by the Board of Directors, exceeding 10% of the Last Reported Sale Price of the Common Stock on the Trading Day immediately preceding the date of announcement for such distribution,

then, in either case, the Company shall notify all Holders of the Notes, the Trustee and the Conversion Agent (if other than the Trustee) at least 50 Scheduled Trading Days prior to the Ex-Dividend Date for such issuance or distribution. Once the Company has given such Notice, each Holder may surrender all or any portion of its Notes for conversion at any time until the earlier of (i) the close of business, on the Business Day immediately preceding the Ex-Dividend Date for such issuance or distribution and (ii) the announcement by the Company that such issuance or distribution will not take place, in each case, even if the Notes are not otherwise convertible at such time."

(f) Section 14.01(b)(iii) of the Indenture is hereby amended and restated in full to read as follows:

"(iii) If (i) a transaction or event that constitutes a Fundamental Change or a Make-Whole Fundamental Change occurs prior to the close of business on the Business Day immediately preceding July 1, 2020, regardless of whether a Holder has the right to require the Company to repurchase the Notes pursuant to Section 15.02, or if the Guarantor is a party to a consolidation, merger, binding share exchange, or transfer or lease of all or substantially all of its assets, in each

case, pursuant to which the Common Stock would be converted into cash, securities or other assets, all or any portion of a Holder's Notes may be surrendered for conversion at any time from or after the date that is 50 Scheduled Trading Days prior to the anticipated effective date of the transaction (or, if later, the Business Day after the Guarantor or the Company gives notice of such transaction) until 35 Trading Days after the actual effective date of such transaction or, if such transaction also constitutes a Fundamental Change, until the related Fundamental Change Repurchase Date. The Company shall notify Holders, the Trustee and the Conversion Agent (if other than the Trustee) (x) as promptly as practicable following the date the Guarantor or the Company publicly announces such transaction but in no event less than 50 Scheduled Trading Days prior to the anticipated effective date of such transaction or (y) if the Guarantor or the Company does not have knowledge of such transaction at least 50 Scheduled Trading Days prior to the anticipated effective date of such transaction, within one Business Day of the date upon which the Guarantor or the Company receives notice, or otherwise becomes aware, of such transaction, but in no event later than the actual effective date of such transaction."

(g) Section 14.02(a)(iii) of the Indenture is hereby amended to add the following as a new sentence at the end of such Section 14.02(a)(iii):

"In accordance with this Section 14.02(a)(iii), the Company hereby irrevocably elects and determines Cash Settlement as the Settlement Method in respect of any Conversion Date that occurs on or after the date of the Third Supplemental Indenture and such election shall constitute an irrevocable Settlement Notice."

(h) Section 14.02(j) of the Indenture is hereby amended and restated in full to read as follows:

"(j) The Company shall not deliver any fractional share of Common Stock upon conversion of the Notes and shall instead pay cash in lieu of delivering any fractional share of Common Stock issuable upon conversion based on the Daily VWAP for the relevant Conversion Date (in the case of Physical Settlement) or based on the Daily VWAP for the last Trading Day of the relevant Observation Period (in the case of Combination Settlement). For each Note surrendered for conversion, if the Company has elected (or is deemed to have elected) Combination Settlement, the full number of shares that shall be issued upon conversion thereof shall be computed on the basis of the aggregate Daily Settlement Amounts for the relevant Observation Period and any fractional shares remaining after such computation shall be paid in cash."

(i) Section 14.03(e) of the Indenture is hereby amended and restated in full to read as follows:

"(e) The following table sets forth the number of Additional Shares of Common Stock by which the Conversion Rate shall be increased per $1,000 principal amount of Notes pursuant to this Section 14.03 for each Stock Price and Effective Date or Redemption Notice Date, as applicable, set forth below:

Effective Date/Redemption Notice Date	Stock Price											
	$8.77	$9.72	$10.42	$11.40	$12.50	$13.89	$17.36	$20.83	$27.78	$34.72	$41.67	$48.61
December 1, 2018	26.3111	17.9146	14.3097	10.5106	7.5912	5.1955	2.4180	1.4318	0.7593	0.4902	0.3295	0.2179
December 1, 2019	26.3111	16.4190	12.2151	8.0015	5.0520	2.9527	1.1082	0.6556	0.3813	0.2566	0.1764	0.1195
December 1, 2020	26.3111	15.1540	8.2963	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

The exact Stock Prices and Effective Dates or Redemption Notice Dates may not be set forth in the table above, in which case:

(i) if the Stock Price is between two Stock Prices in the table above or the Effective Date or Redemption Notice Date, as applicable, is between two dates in the table above, the number of Additional Shares of Common Stock by which the Conversion Rate shall be increased shall be determined by a straight-line interpolation between the number of Additional Shares set forth for the higher and lower Stock Prices and the earlier and later dates, as applicable, based on a 365-day year;

(ii) if the Stock Price is greater than $48.61 per share (subject to adjustment in the same manner as the Stock Prices set forth in the column headings of the table above pursuant to subsection (d) above), no Additional Shares shall be added to the Conversion Rate; and

(iii) if the Stock Price is less than $8.77 per share (subject to adjustment in the same manner as the Stock Prices set forth in the column headings of the table above pursuant to subsection (d) above), no Additional Shares shall be added to the Conversion Rate.

Notwithstanding the foregoing, in no event shall the Conversion Rate per $1,000 principal amount of Notes exceed 114.0143 shares of Common Stock, subject to adjustment in the same manner as the Conversion Rate pursuant to Section 14.04."

(j) Sections 14.04(a), 14.04(b), 14.04(c), 14.04(d), 14.04(e), 14.04(i), 14.04(l), 14.06, 14.08 and 14.11 of the Indenture shall be amended to replace references to "the Company" with references to "the Guarantor."

(k) Section 14.04(h) of the Indenture is hereby amended and restated in full to read as follows:

"(h) In addition to those adjustments required by clauses (a), (b), (c), (d) and (e) of this Section 14.04, and to the extent permitted by applicable law and subject to the applicable rules of any exchange on which any of the Guarantor's securities are then listed, the Company from time to time may increase the Conversion Rate by any amount for a period of at least 20 Business Days if the Board of Directors determines that such increase would be in the Company's best interest. In addition, to the extent permitted by applicable law and subject to the applicable rules of any exchange on which any of the Guarantor's securities are then listed, the Company may (but is not required to) increase the Conversion Rate to avoid or diminish any income tax to holders of

Common Stock or rights to purchase Common Stock in connection with a dividend or distribution of shares of Common Stock (or rights to acquire shares of Common Stock) or similar event. Whenever the Conversion Rate is increased pursuant to either of the preceding two sentences, the Company shall deliver to the Holder of each Note at its last address appearing on the Note Register a notice of the increase at least 15 days prior to the date the increased Conversion Rate takes effect, and such notice shall state the increased Conversion Rate and the period during which it will be in effect."

(l) The first paragraph of Section 14.07(a) of the Indenture is hereby amended and restated in full to read as follows:

"(a) In the case of:

(i) any recapitalization, reclassification or change of the Common Stock (other than changes resulting from subdivision or combination),

(ii) any consolidation, merger or combination or similar transaction involving the Company or the Guarantor,

(iii) any sale, lease or other transfer to a third party of the consolidated assets of the Guarantor and the Guarantor's Subsidiaries, substantially as an entirety, or the Company and the Company's Subsidiaries, substantially as an entirety, or

(iv) any statutory share exchange,

in each case, as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets (including cash or any combination thereof) (any such event, a " **Merger Event** "), then, at and after the effective time of such Merger Event, the right to convert each $1,000 principal amount of Notes shall be changed into a right to convert such principal amount of Notes into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to such Merger Event would have owned or been entitled to receive (the " **Reference Property** ," with each " **unit of Reference Property** " meaning the kind and amount of Reference Property that a holder of one share of Common Stock is entitled to receive) upon such Merger Event and, prior to or at the effective time of such Merger Event, the Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture permitted under Section 10.01(g) providing for such change in the right to convert each $1,000 principal amount of Notes; *provided* , *however* , that at and after the effective time of the Merger Event (A) the Company shall continue to have the right to determine the form of consideration to be paid or delivered, as the case may be, upon conversion of Notes in accordance with Section 14.02 and (B) (I) any amount payable in cash upon conversion of the Notes in accordance with Section 14.02 shall continue to be payable in cash, (II) any shares of Common Stock that the Company would have been required to deliver upon conversion of the Notes in accordance with Section 14.02 shall instead be deliverable in the amount and type of Reference Property that a holder of that number of shares of

Common Stock would have received in such Merger Event and (III) the Daily VWAP shall be calculated based on the value of a unit of Reference Property."

(m) Section 14.07(c) of the Indenture is hereby amended and restated in full to read as follows:

"(c) Neither the Company nor the Guarantor shall become a party to any Merger Event unless its terms are consistent with this Section 14.07. None of the foregoing provisions shall affect the right of a Holder to convert its Notes into cash, shares of Common Stock or a combination of cash and shares of Common Stock, as applicable, as set forth in Section 14.01 and Section 14.02 prior to the effective date of such Merger Event."

(n) Section 14.10 of the Indenture is hereby amended and restated in full to read as follows:

"Section 14.10 . *Notice to Holders Prior to Certain Actions.* In case of any:

(a) action by the Guarantor or one of its Subsidiaries that would require an adjustment in the Conversion Rate pursuant to Section 14.04 or Section 14.11;

(b) Merger Event; or

(c) voluntary or involuntary dissolution, liquidation or winding-up of the Guarantor or any of its Subsidiaries;

then, in each case (unless notice of such event is otherwise required pursuant to another provision of this Indenture), the Company shall cause to be filed with the Trustee and the Conversion Agent (if other than the Trustee) and to be delivered to each Holder at its address appearing on the Note Register, as promptly as possible but in any event at least 20 days prior to the applicable date hereinafter specified, a notice stating (i) the date on which a record is to be taken for the purpose of such action by the Guarantor or one of its Subsidiaries or, if a record is not to be taken, the date as of which the holders of Common Stock of record are to be determined for the purposes of such action by the Guarantor or one of its Subsidiaries, or (ii) the date on which such Merger Event, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property deliverable upon such Merger Event, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such action by the Guarantor or one of its Subsidiaries, Merger Event, dissolution, liquidation or winding-up."

(o) The first paragraph of Section 17.03 of the Indenture is hereby amended and restated in full to read as follows:

"Section 17.03. *Addresses for Notices, Etc.* Any notice or demand that by any provision of this Indenture is required or permitted to be given, delivered or served by the Trustee or by the Holders on the Company shall be deemed to have been sufficiently given or made, for all purposes if given, delivered or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed (until another address is filed by the Company or the Guarantor

with the Trustee) to Pandora Media, Inc., 2101 Webster Street, Suite 1650, Oakland, California 94612, Attention: General Counsel, with a copy to Sirius XM Holdings Inc., 1290 Avenue of the Americas, 11 th Floor, New York, New York 10104, Attention: General Counsel. Any notice, direction, request or demand hereunder to or upon the Trustee shall be deemed to have been sufficiently given, delivered or made, for all purposes, if given, delivered or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed to the Corporate Trust Office or sent electronically in PDF format and received by the Trustee."

ARTICLE III

PARENT GUARANTEE

Section 3.1. *Guarantee* .

(a) Subject to the provisions of this Article III, the Guarantor hereby fully and unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns that: (x) the principal of (including the Redemption Price and the Fundamental Change Repurchase Price, if applicable), the Conversion Obligation with respect to, and interest on the Notes shall be duly and punctually paid in full and/or performed in accordance with the terms of this Supplemental Indenture and the Indenture when due, whether at the Maturity Date, upon declaration of acceleration, upon required repurchase, upon redemption, upon conversion or otherwise, and interest on overdue principal and (to the extent permitted by law) any interest, if any, on the Notes, (y) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, the same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at the Maturity Date, by acceleration, required repurchase, redemption, conversion or otherwise and (z) all other obligations of the Company to the Holders or the Trustee under this Supplemental Indenture, the Indenture or the Notes (including fees, expenses or other) shall be duly and punctually paid in full or performed, all in accordance with the terms hereof or thereof, subject, however, in the case of clauses (x), (y) and (z) above, to the limitations set forth in Section 3.2 hereof (the obligations set forth in this Section 3.1 collectively, the " **Guarantee Obligations** "). The Guarantee constitutes a general unsecured and unsubordinated obligation of the Guarantor.

Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantor will be obligated to pay or perform the same immediately. The Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The Guarantor hereby agrees that its obligations hereunder are unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. The Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest,

notice and all demands whatsoever and covenants that this Note Guarantee will not be discharged except by complete performance of the obligations contained in the Notes, this Supplemental Indenture or the Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantor or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantor any amount paid to either the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, will be reinstated in full force and effect.

(d) This Note Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation, reorganization, or other similar proceeding, should the Company become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes or the Note Guarantee, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded, reduced, restored or returned, the Notes shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(e) In case any provision of this Note Guarantee shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) Each payment to be made by the Guarantor in respect of the Note Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

Section 3.2. *Limitation on Guarantor Liability* . The Guarantor, and by its acceptance of this Note Guarantee, each Holder, hereby confirms that it is the intention of all such parties that this Note Guarantee of the Guarantor not constitute a fraudulent transfer or conveyance for purposes of any bankruptcy, insolvency or other similar law now or hereafter in effect, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to this Note Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantor hereby agree that the obligations of the Guarantor will be limited to the maximum amount that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of the Guarantor that are relevant under such laws, result in the obligations of the Guarantor under the Note Guarantee not constituting a fraudulent transfer or conveyance under applicable local law.

Section 3.3. *Execution and Delivery; Notation Not Required* . To evidence the Note Guarantee set forth in Section 3.1 hereof, the Guarantor hereby agrees that this Supplemental Indenture shall be executed on behalf of the Guarantor by one or more authorized officers or persons holding an equivalent title. The Guarantor hereby agrees that the Note Guarantee set forth

in Section 3.1 hereof will remain in full force and effect notwithstanding any failure to endorse on each Note a notation of the Note Guarantee.

Section 3.4. *Release of Note Guarantee* . Upon the satisfaction and discharge of the Indenture in accordance with Article 3 of the Indenture, the Guarantor will be released and relieved of any obligations under the Note Guarantee.

Section 3.5. *Subrogation* . The Guarantor shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by the Guarantor pursuant to the provisions of Section 3.1 hereof; *provided* that, if an Event of Default has occurred and is continuing, the Guarantor shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under this Indenture or the Notes shall have been paid in full.

Section 3.6. *Benefits Acknowledged* . The Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and that the guarantee and waivers made by it pursuant to the Note Guarantee are knowingly made in contemplation of such benefits.

ARTICLE IV

MISCELLANEOUS

Section 4.1. *Ratification of Indenture* . The Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

Section 4.2. *Trustee Not Responsible for Recitals* . The recitals herein contained are made by the Company and Guarantor and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture. All of the provisions contained in the Indenture in respect of the rights, privileges, immunities, powers, and duties of the Trustee shall be applicable in respect of this Supplemental Indenture as fully and with like force and effect as though set forth in full herein.

Section 4.3. *Governing Law* . THIS SUPPLEMENTAL INDENTURE, THE NOTE GUARANTEE, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE AND THE NOTE GUARANTEE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF).

Section 4.4. *Execution in Counterparts* . This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties

hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 4.5. *Effectiveness* . This Supplemental Indenture shall become effective upon, without further action by the parties hereto, upon the effectiveness of the Merger, which shall be 8:15 a.m. Eastern time on February 1, 2019 (the " **Effective Time** ").

[Signature Page Follows]

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

PANDORA MEDIA, LLC

By: BILLBOARD HOLDING COMPANY, INC.,
its sole member

By: /s/ Steve Bené
Name: Steve Bené
Title: General Counsel and Corporate Secretary

SIRIUS XM HOLDINGS INC.

By: /s/ Patrick L. Donnelly
Name: Patrick L. Donnelly
Title: Executive Vice President, General Counsel and Secretary

CITIBANK, N.A., as Trustee

By: /s/ Danny Lee
Name: Danny Lee
Title: Senior Trust Officer

Exhibit 4.2

PANDORA MEDIA, LLC

SIRIUS XM HOLDINGS INC.

AND

CITIBANK, N.A.,

as Trustee

THIRD SUPPLEMENTAL INDENTURE

February 1, 2019

1.75% Convertible Senior Notes Due 2023

THIRD SUPPLEMENTAL INDENTURE, dated as of February 1, 2019 (this " **Supplemental Indenture** "), among Pandora Media, LLC (f/k/a Pandora Media, Inc.), a Delaware limited liability company (the " **Company** "), Sirius XM Holdings Inc., a Delaware corporation (the " **Guarantor** "), and Citibank, N.A., a national banking association, as trustee (the " **Trustee** "), to the Indenture, dated as of June 1, 2018 (the " **Original Indenture** "), between the Company and the Trustee, as amended by the First Supplemental Indenture (the " **First Supplemental Indenture** "), dated as of January 31, 2019, between the Company and the Trustee and the Second Supplemental Indenture, dated as of February 1, 2019 (the " **Second Supplemental Indenture** " and, together with the Original Indenture and the First Supplemental Indenture, the " **Indenture** "), among the Company, Billboard Holding Company, Inc., a Delaware corporation and the direct parent company of the Company (" **New Holding Company** "), and the Trustee.

WHEREAS, the Company has heretofore executed and delivered the Indenture, pursuant to which the Company issued its 1.75% Convertible Senior Notes Due 2023 (the " **Notes** ") in the original aggregate principal amount of $192,949,000, which were originally convertible under certain circumstances into cash, the Company's common stock, par value $0.0001 per share (" **Company Common Stock** "), or a combination thereof, at the Company's election;

WHEREAS, pursuant to the Agreement and Plan of Merger and Reorganization, dated as of September 23, 2018 (as amended, supplemented, restated or otherwise modified, the " **Merger Agreement** "), by and among t he Company, the Guarantor, Sirius XM Radio Inc., White Oaks Acquisition Corp. (" **Sirius Merger Sub** "), New Holding Company and Billboard Acquisition Sub, Inc. (" **Pandora Merger Sub** ") , Pandora Merger Sub merged with and into the Company, with the Company surviving as a wholly-owned subsidiary of New Holding Company and each outstanding share of Company Common Stock was converted into one validly issued, fully paid and non-assessable share of common stock of New Holding Company, par value $0.0001 per share (the " **Holding Company Common Stock** ") and the right to convert the principal amount of the Notes was changed to the right to convert such principal amount of Notes into Holding Company Common Stock as set forth in the Second Supplemental Indenture;

WHEREAS, pursuant to the Merger Agreement, Sirius Merger Sub will, substantially concurrently with the effectiveness of this Supplemental Indenture, merge with and into New Holding Company , with New Holding Company surviving as a wholly-owned subsidiary of Guarantor (the " **Merger** ") and, pursuant to the terms of the Merger, each outstanding Holding Company Common Stock will be converted into 1.44 validly issued, fully paid and non-assessable shares of common stock, par value $0.001 per share, of the Guarantor (the " **Guarantor Common Stock** ");

WHEREAS, the Merger constitutes a Merger Event under the Indenture and Section 14.07 of the Indenture provides that in the case of any Merger Event, prior to or at the effective time of such Merger Event, the Company shall execute and deliver to the Trustee a supplemental indenture permitted under Section 10.01(g) of the Indenture which provides that upon such Merger Event (i) subsequent conversions of Notes shall be into Reference Property in the manner set forth in Section 14.07 of the Indenture and (ii) subsequent anti-dilution and other adjustments shall be as nearly equivalent as is possible to the adjustments provided for in Article 14 of the Indenture;

WHEREAS, from and after the Effective Time (as defined in Section 4.5 below), the Guarantor desires to fully and unconditionally guarantee all of the payment obligations of the Company under the Notes and the Indenture primarily so as to make available the exemption from the registration requirements of the Securities Act of 1933, as amended (the " **Act** "), provided by Section 3(a)(9) of the Act for shares of Guarantor Common Stock delivered upon conversion of the Notes following the Merger;

WHEREAS, pursuant to Section 10.01 of the Indenture, the Company and the Trustee may enter into indentures supplemental to the Indenture to, among other things, make certain changes (i) to add guarantees with respect to the Notes, (ii) that do not adversely affect the rights of any Holder in any material respect and (iii) in connection with any Merger Event, including to provide that the Notes are convertible into Reference Property, subject to the provisions of Section 14.02, and make such related changes to the terms of the Notes in accordance with Section 14.07;

WHEREAS, the Board of Directors of the Guarantor by resolutions adopted on January 29, 2019 and the sole member of the Company by written consent on February 1, 2019 have duly authorized, on behalf of the Guarantor and the Company, as applicable, this Supplemental Indenture;

WHEREAS, in connection with the execution and delivery of this Supplemental Indenture, the Trustee has received an Officer's Certificate and an Opinion of Counsel as contemplated by Sections 10.05 and 14.07 of the Indenture; and

WHEREAS, the Company and Guarantor have requested that the Trustee execute and deliver this Supplemental Indenture and have satisfied all requirements necessary to make this Supplemental Indenture a valid instrument in accordance with its terms.

WITNESSETH:

NOW THEREFORE, each party agrees as follows for the benefit of the other parties and for the equal and ratable benefit of the Holders:

ARTICLE I

DEFINITIONS

Section 1.1. *Definitions in the Supplemental Indenture* . Unless otherwise specified herein or the context otherwise requires:

(a) a term defined in the Indenture has the same meaning when used in this Supplemental Indenture unless the definition of such term is amended or supplemented pursuant to this Supplemental Indenture;

(b) the terms defined in this Article and in this Supplemental Indenture include the plural as well as the singular;

(c) unless otherwise stated, a reference to a Section or Article is to a Section or Article of this Supplemental Indenture; and

(d) Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 1.2. *Definitions in the Indenture* .

(a) The Indenture is hereby amended and supplemented by adding the following additional definitions to Section 1.01 of the Indenture in the appropriate alphabetical order.

" **Guarantee** " means, as to any person, a guarantee (other than by endorsement of negotiable instruments for collection in the ordinary course of business), direct or indirect, in any manner, of all or any part of any indebtedness or other obligations.

" **Guarantee Obligations** " has the meaning set forth in Section 3.1 of the Third Supplemental Indenture.

" **Guarantor** " means Sirius XM Holdings Inc., a Delaware corporation.

" **Note Guarantee** " means the Guarantee by the Guarantor of the payment or performance of the Company's obligations under this Indenture and the Notes pursuant to Article III of the Third Supplemental Indenture.

" **Third Supplemental Indenture** " means that certain Supplemental Indenture, dated as of February 1, 2019, by and among the Company, the Guarantor and the Trustee.

(b) The Indenture is hereby amended by replacing the defined terms "Board of Directors," "Board Resolution," "Common Stock," "Daily VWAP," "Ex-Dividend Date,"

"Fundamental Change," "Officer," "Officer's Certificate" and "Opinion of Counsel" in their entirety with the following terms:

" **Board of Directors** " means the board of directors of the Company or a committee of such board duly authorized to act for it hereunder, or for purposes of the "Record Date" and Article 14, the board of directors of the Guarantor or a committee of such board duly authorized to act for it hereunder.

" **Board Resolution** " means a copy of a resolution certified by the Secretary or an Assistant Secretary of the Company or the Guarantor, as applicable, to have been duly adopted by the Board of Directors, and to be in full force and effect on the date of such certification, and delivered to the Trustee.

" **Common Stock** " means the common stock of the Guarantor, par value $0.001 per share, at the date of the Third Supplemental Indenture, subject to Section 14.07.

" **Daily VWAP** " means, for each of the 40 consecutive Trading Days during the relevant Observation Period, the per share volume-weighted average price as displayed under the heading "Bloomberg VWAP" on Bloomberg page "SIRI <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such Trading Day (or if such volume-weighted average price is unavailable, the market value of one share of the Common Stock on such Trading Day determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by the Company). The " **Daily VWAP** " shall be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours.

" **Ex-Dividend Date** " means the first date on which shares of Common Stock trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance, dividend or distribution in question, from the Guarantor or, if applicable, from the seller of Common Stock on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market.

" **Fundamental Change** " shall be deemed to have occurred at the time after the Notes are originally issued if any of the following occurs:

(a) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act, other than the Guarantor, its Wholly Owned Subsidiaries and the employee benefit plans of the Guarantor and its Wholly Owned Subsidiaries, files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group, has become the direct or indirect "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of the Guarantor's Common Equity representing more than 50% of the voting power of the Guarantor's Common Equity;

(b) the consummation of (A) any recapitalization, reclassification or change of the Common Stock (other than changes resulting from a subdivision or combination) as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets; (B) any share exchange, consolidation or merger of the Guarantor pursuant to

which the Common Stock will be converted into cash, securities or other property or assets; or (C) any sale, lease or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Guarantor and its Subsidiaries, taken as a whole, to any Person other than one of the Guarantor's Wholly Owned Subsidiaries; *provided* , *however* , that a transaction described in clause (B) in which the holders of all classes of the Guarantor's Common Equity immediately prior to such transaction own, directly or indirectly, more than 50% of all classes of Common Equity of the continuing or surviving corporation or transferee or the parent thereof immediately after such transaction in substantially the same proportions as such ownership immediately prior to such transaction shall not be a Fundamental Change pursuant to this clause (b);

(c) the stockholders of the Guarantor approve any plan or proposal for the liquidation or dissolution of the Guarantor; or

(d) the Common Stock (or other common stock underlying the Notes) ceases to be listed or quoted on any of The New York Stock Exchange, The Nasdaq Global Select Market or The Nasdaq Global Market (or any of their respective successors);

provided , *however* , that a transaction or transactions described in clause (a) or clause (b) above shall not constitute a Fundamental Change if at least 90% of the consideration received or to be received by the common stockholders of the Guarantor, excluding cash payments for fractional shares, in connection with such transaction or transactions consists of shares of common stock that are listed or quoted on any of The New York Stock Exchange, The Nasdaq Global Select Market or The Nasdaq Global Market (or any of their respective successors) or will be so listed or quoted when issued or exchanged in connection with such transaction or transactions and as a result of such transaction or transactions the Notes become convertible into such consideration, excluding cash payments for fractional shares (subject to the provisions of Section 14.02(a)). If any transaction in which the Common Stock is replaced by the securities of another entity occurs, following completion of any related Make-Whole Fundamental Change Period (or, in the case of a transaction that would have been a Fundamental Change or a Make-Whole Fundamental Change but for the proviso immediately following clause (d) of the definition thereof, following the effective date of such transaction) references to the Guarantor in this definition shall instead be references to such other entity.

" **Officer** " means, with respect to the Company or the Guarantor, the President, the Chief Executive Officer, the Chief Financial Officer, the Treasurer, the Secretary, any Executive or Senior Vice President or any Vice President (whether or not designated by a number or numbers or word or words added before or after the title "Vice President") .

" **Officer's Certificate,** " when used with respect to the Company or the Guarantor, means a certificate that is delivered to the Trustee and that is signed by an Officer of the Company. Each such certificate shall include the statements provided for in Section 17.05 if and to the extent required by the provisions of such Section. The Officer giving an Officer's Certificate pursuant to Section 4.08 shall be the principal executive, financial or accounting officer of the Company.

" **Opinion of Counsel** " means an opinion in writing, signed by legal counsel, who may be an employee of or counsel to the Company or the Guarantor, as applicable, or other counsel

acceptable to the Trustee that is delivered to the Trustee. Each such opinion shall include the statements provided for in Section 17.05 if and to the extent required by the provisions of such Section 17.05.

ARTICLE II
EFFECT OF MERGER ON CONVERSION PRIVILEGE

Section 2.1. *Conversion Right* . From and after the Effective Time, the consideration due upon conversion of any Notes shall be determined in the same manner as if each reference to any number of shares of Holding Company Common Stock in Article 14 of the Indenture were instead a reference to the corresponding number of shares of Guarantor Common Stock that a Holder of such number of Holding Company Common Stock equal to the Conversion Rate immediately prior to the Effective Time would have been entitled to receive upon the consummation of the Merger; *provided* that, at and after the Effective Time, any amount otherwise payable in cash in lieu of fractional shares of Guarantor Common Stock upon conversion of the Notes will continue to be payable as described in Section 14.02 of the Indenture. For clarity, the initial Conversion Rate from and after the Effective Time will be 150.4466 shares of Guarantor Common Stock.

Section 2.2. *Additional Amendments to the Indenture* . The Indenture is hereby amended as follows:

(a) The seventh paragraph of Section 2.05(a) of the Indenture is hereby amended by adding the words “the Guarantor,” after each occurrence of the words “the Company”.

(b) The last paragraph of Section 2.05(c) of the Indenture is hereby amended by adding the words “the Guarantor,” after each occurrence of the words “the Company”.

(c) The third sentence of Section 2.10 of the Indenture is hereby amended and restated in full to read as follows:

“In addition, the Company may, to the extent permitted by law, and directly or indirectly (regardless of whether such Notes are surrendered to the Company), repurchase Notes in the open market or otherwise, whether by the Guarantor, the Company or its Subsidiaries or through a private or public tender or exchange offer or through counterparties to private agreements, including by cash-settled swaps or other derivatives.”

(d) Section 12.01 of the Indenture is hereby amended and restated in full to read as follows:

“Section 12.01. *Indenture and Notes Solely Corporate Obligations.* No recourse for the payment of the principal of or accrued and unpaid interest on any Note, nor for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company or the Guarantor in this Indenture or in any supplemental indenture, any Note or any Note Guarantee, nor because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, employee, agent, Officer or director or Subsidiary, as such, past, present or future, of the Guarantor, the Company or of any successor corporation, either directly or through the Guarantor, the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any

assessment or penalty or otherwise; it being expressly understood that all such liability is hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Indenture and the issuance of the Notes."

(e) Section 14.01(b)(ii) of the Indenture is hereby amended and restated in full to read as follows:

"(ii) If, prior to the close of business on the Business Day immediately preceding July 1, 2023, the Guarantor elects to:

(A) issue to all or substantially all holders of the Common Stock any rights, options or warrants entitling them, for a period of not more than 45 calendar days after the announcement date of such issuance, to subscribe for or purchase shares of Common Stock at a price per share that is less than the average of the Last Reported Sale Prices of the Common Stock for the 10 consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement of such issuance; or

(B) distribute to all or substantially all holders of the Common Stock the Guarantor's assets, securities or rights to purchase securities of the Guarantor, which distribution has a per share value, as reasonably determined by the Board of Directors, exceeding 10% of the Last Reported Sale Price of the Common Stock on the Trading Day immediately preceding the date of announcement for such distribution,

then, in either case, the Company shall notify all Holders of the Notes, the Trustee and the Conversion Agent (if other than the Trustee) at least 50 Scheduled Trading Days prior to the Ex-Dividend Date for such issuance or distribution. Once the Company has given such Notice, each Holder may surrender all or any portion of its Notes for conversion at any time until the earlier of (i) the close of business, on the Business Day immediately preceding the Ex-Dividend Date for such issuance or distribution and (ii) the announcement by the Company that such issuance or distribution will not take place, in each case, even if the Notes are not otherwise convertible at such time."

(f) Section 14.01(b)(iii) of the Indenture is hereby amended and restated in full to read as follows:

"(iii) If (i) a transaction or event that constitutes a Fundamental Change or a Make-Whole Fundamental Change occurs prior to the close of business on the Business Day immediately preceding July 1, 2023, regardless of whether a Holder has the right to require the Company to repurchase the Notes pursuant to Section 15.02, or if the Guarantor is a party to a consolidation, merger, binding share exchange, or transfer or lease of all or substantially all of its assets, in each case, pursuant to which the Common Stock would be converted into cash, securities or other assets, all or any portion of a Holder's Notes may be surrendered for conversion at any time from or after the date that is 50 Scheduled Trading Days prior to the anticipated effective date of the transaction (or, if later, the Business Day after the Guarantor or the Company gives notice of such transaction) until 35 Trading Days after the actual effective date of such transaction or, if such transaction also

constitutes a Fundamental Change, until the related Fundamental Change Repurchase Date. The Company shall notify Holders, the Trustee and the Conversion Agent (if other than the Trustee) (x) as promptly as practicable following the date the Guarantor or the Company publicly announces such transaction but in no event less than 50 Scheduled Trading Days prior to the anticipated effective date of such transaction or (y) if the Guarantor or the Company does not have knowledge of such transaction at least 50 Scheduled Trading Days prior to the anticipated effective date of such transaction, within one Business Day of the date upon which the Guarantor or the Company receives notice, or otherwise becomes aware, of such transaction, but in no event later than the actual effective date of such transaction."

(g) Section 14.02(j) of the Indenture is hereby amended and restated in full to read as follows:

"(j) The Company shall not deliver any fractional share of Common Stock upon conversion of the Notes and shall instead pay cash in lieu of delivering any fractional share of Common Stock issuable upon conversion based on the Daily VWAP for the relevant Conversion Date (in the case of Physical Settlement) or based on the Daily VWAP for the last Trading Day of the relevant Observation Period (in the case of Combination Settlement). For each Note surrendered for conversion, if the Company has elected (or is deemed to have elected) Combination Settlement, the full number of shares that shall be issued upon conversion thereof shall be computed on the basis of the aggregate Daily Settlement Amounts for the relevant Observation Period and any fractional shares remaining after such computation shall be paid in cash."

(h) Section 14.03(e) of the Indenture is hereby amended and restated in full to read as follows:

"(e) The following table sets forth the number of Additional Shares of Common Stock by which the Conversion Rate shall be increased per $1,000 principal amount of Notes pursuant to this Section 14.03 for each Stock Price and Effective Date or Redemption Notice Date, as applicable, set forth below:

Effective Date/Redemption Notice Date	**Stock Price**											
	$4.92	**$5.56**	**$6.65**	**$6.94**	**$7.64**	**$8.33**	**$9.72**	**$10.42**	**$13.89**	**$17.36**	**$20.83**	**$24.31**
December 1, 2018	52.6563	43.1119	31.5174	29.0405	24.0166	20.0472	14.2766	12.1488	5.6851	2.6957	1.1722	1.1722
December 1, 2019	52.6563	43.1119	31.1970	28.4530	23.1565	19.0308	13.1534	11.0323	4.8190	2.1329	0.8564	0.8564
December 1, 2020	52.6563	43.1119	29.6441	26.7336	21.1968	16.9788	11.1580	9.1306	3.5244	1.3559	0.4435	0.4435
December 1, 2021	52.6563	41.8644	25.9832	22.9262	17.2721	13.1448	7.8058	6.0739	1.8043	0.4798	0.0605	0.0605
December 1, 2022	52.6563	35.1900	16.9459	13.8542	8.7277	5.5788	2.3934	1.5974	0.1858	0.0000	0.0000	0.0000
December 1, 2023	52.6563	29.5534	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

The exact Stock Prices and Effective Dates or Redemption Notice Dates may not be set forth in the table above, in which case:

(i) if the Stock Price is between two Stock Prices in the table above or the Effective Date or Redemption Notice Date, as applicable, is between two dates in the table above, the number of Additional Shares of Common Stock by which the Conversion Rate shall be increased shall be determined by a straight-line interpolation between the number of Additional Shares set forth for the higher and lower Stock Prices and the earlier and later dates, as applicable, based on a 365-day year;

(ii) if the Stock Price is greater than $24.31 per share (subject to adjustment in the same manner as the Stock Prices set forth in the column headings of the table above pursuant to subsection (d) above), no Additional Shares shall be added to the Conversion Rate; and

(iii) if the Stock Price is less than $4.92 per share (subject to adjustment in the same manner as the Stock Prices set forth in the column headings of the table above pursuant to subsection (d) above), no Additional Shares shall be added to the Conversion Rate.

Notwithstanding the foregoing, in no event shall the Conversion Rate per $1,000 principal amount of Notes exceed 203.1029 shares of Common Stock, subject to adjustment in the same manner as the Conversion Rate pursuant to Section 14.04."

(i) Sections 14.04(a), 14.04(b), 14.04(c), 14.04(d), 14.04(e), 14.04(i), 14.04(l), 14.06, 14.08 and 14.11 of the Indenture shall be amended to replace references to "the Company" with references to "the Guarantor."

(j) Section 14.04(h) of the Indenture is hereby amended and restated in full to read as follows:

"(h) In addition to those adjustments required by clauses (a), (b), (c), (d) and (e) of this Section 14.04, and to the extent permitted by applicable law and subject to the applicable rules of any exchange on which any of the Guarantor's securities are then listed, the Company from time to time may increase the Conversion Rate by any amount for a period of at least 20 Business Days if the Board of Directors determines that such increase would be in the Company's best interest. In addition, to the extent permitted by applicable law and subject to the applicable rules of any exchange on which any of the Guarantor's securities are then listed, the Company may (but is not required to) increase the Conversion Rate to avoid or diminish any income tax to holders of Common Stock or rights to purchase Common Stock in connection with a dividend or distribution of shares of Common Stock (or rights to acquire shares of Common Stock) or similar event. Whenever the Conversion Rate is increased pursuant to either of the preceding two sentences, the Company shall deliver to the Holder of each Note at its last address appearing on the Note Register a notice of the increase at least 15 days prior to the date the increased Conversion Rate takes effect, and such notice shall state the increased Conversion Rate and the period during which it will be in effect."

(k) The first paragraph of Section 14.07(a) of the Indenture is hereby amended and restated in full to read as follows:

"(a) In the case of:

(i) any recapitalization, reclassification or change of the Common Stock (other than changes resulting from subdivision or combination),

(ii) any consolidation, merger or combination or similar transaction involving the Company or the Guarantor,

(iii) any sale, lease or other transfer to a third party of the consolidated assets of the Guarantor and the Guarantor's Subsidiaries, substantially as an entirety, or the Company and the Company's Subsidiaries, substantially as an entirety, or

(iv) any statutory share exchange,

in each case, as a result of which the Common Stock would be converted into, or exchanged for, stock, other securities, other property or assets (including cash or any combination thereof) (any such event, a " **Merger Event** "), then, at and after the effective time of such Merger Event, the right to convert each $1,000 principal amount of Notes shall be changed into a right to convert such principal amount of Notes into the kind and amount of shares of stock, other securities or other property or assets (including cash or any combination thereof) that a holder of a number of shares of Common Stock equal to the Conversion Rate immediately prior to such Merger Event would have owned or been entitled to receive (the " **Reference Property** ," with each " **unit of Reference Property** " meaning the kind and amount of Reference Property that a holder of one share of Common Stock is entitled to receive) upon such Merger Event and, prior to or at the effective time of such Merger Event, the Company or the successor or purchasing Person, as the case may be, shall execute with the Trustee a supplemental indenture permitted under Section 10.01(g) providing for such change in the right to convert each $1,000 principal amount of Notes; *provided* , *however* , that at and after the effective time of the Merger Event (A) the Company shall continue to have the right to determine the form of consideration to be paid or delivered, as the case may be, upon conversion of Notes in accordance with Section 14.02 and (B) (I) any amount payable in cash upon conversion of the Notes in accordance with Section 14.02 shall continue to be payable in cash, (II) any shares of Common Stock that the Company would have been required to deliver upon conversion of the Notes in accordance with Section 14.02 shall instead be deliverable in the amount and type of Reference Property that a holder of that number of shares of Common Stock would have received in such Merger Event and (III) the Daily VWAP shall be calculated based on the value of a unit of Reference Property."

(l) Section 14.07(c) of the Indenture is hereby amended and restated in full to read as follows:

"(c) Neither the Company nor the Guarantor shall become a party to any Merger Event unless its terms are consistent with this Section 14.07. None of the foregoing provisions shall affect the right of a Holder to convert its Notes into cash, shares of Common Stock or a combination of cash and shares of Common Stock, as applicable, as set forth in Section 14.01 and Section 14.02 prior to the effective date of such Merger Event."

(m) Section 14.10 of the Indenture is hereby amended and restated in full to read as follows:

"Section 14.10 . *Notice to Holders Prior to Certain Actions.* In case of any:

(a) action by the Guarantor or one of its Subsidiaries that would require an adjustment in the Conversion Rate pursuant to Section 14.04 or Section 14.11;

(b) Merger Event; or

(c) voluntary or involuntary dissolution, liquidation or winding-up of the Guarantor or any of its Subsidiaries;

then, in each case (unless notice of such event is otherwise required pursuant to another provision of this Indenture), the Company shall cause to be filed with the Trustee and the Conversion Agent (if other than the Trustee) and to be delivered to each Holder at its address appearing on the Note Register, as promptly as possible but in any event at least 20 days prior to the applicable date hereinafter specified, a notice stating (i) the date on which a record is to be taken for the purpose of such action by the Guarantor or one of its Subsidiaries or, if a record is not to be taken, the date as of which the holders of Common Stock of record are to be determined for the purposes of such action by the Guarantor or one of its Subsidiaries, or (ii) the date on which such Merger Event, dissolution, liquidation or winding-up is expected to become effective or occur, and the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their Common Stock for securities or other property deliverable upon such Merger Event, dissolution, liquidation or winding-up. Failure to give such notice, or any defect therein, shall not affect the legality or validity of such action by the Guarantor or one of its Subsidiaries, Merger Event, dissolution, liquidation or winding-up."

(n) The first paragraph of Section 17.03 of the Indenture is hereby amended and restated in full to read as follows:

"Section 17.03. *Addresses for Notices, Etc.* Any notice or demand that by any provision of this Indenture is required or permitted to be given, delivered or served by the Trustee or by the Holders on the Company shall be deemed to have been sufficiently given or made, for all purposes if given, delivered or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed (until another address is filed by the Company or the Guarantor with the Trustee) to Pandora Media, Inc., 2101 Webster Street, Suite 1650, Oakland, California 94612, Attention: General Counsel, with a copy to Sirius XM Holdings Inc., 1290 Avenue of the Americas, 11 th Floor, New York, New York 10104, Attention: General Counsel. Any notice, direction, request or demand hereunder to or upon the Trustee shall be deemed to have been sufficiently given, delivered or made, for all purposes, if given, delivered or served by being deposited postage prepaid by registered or certified mail in a post office letter box addressed to the Corporate Trust Office or sent electronically in PDF format and received by the Trustee."

ARTICLE III

PARENT GUARANTEE

Section 3.1. *Guarantee* .

(a) Subject to the provisions of this Article III, the Guarantor hereby fully and unconditionally guarantees to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns that: (x) the principal of (including the Redemption Price and the Fundamental Change Repurchase Price, if applicable), the Conversion Obligation with respect to, and interest on the Notes shall be duly and punctually paid in full and/or performed in accordance with the terms of this Supplemental Indenture and the Indenture when due, whether at the Maturity Date, upon declaration of acceleration, upon required repurchase, upon redemption, upon conversion or otherwise, and interest on overdue principal and (to the extent permitted by law) any interest, if any, on the Notes, (y) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, the same shall be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at the Maturity Date, by acceleration, required repurchase, redemption, conversion or otherwise and (z) all other obligations of the Company to the Holders or the Trustee under this Supplemental Indenture, the Indenture or the Notes (including fees, expenses or other) shall be duly and punctually paid in full or performed, all in accordance with the terms hereof or thereof, subject, however, in the case of clauses (x), (y) and (z) above, to the limitations set forth in Section 3.2 hereof (the obligations set forth in this Section 3.1 collectively, the " **Guarantee Obligations** "). The Guarantee constitutes a general unsecured and unsubordinated obligation of the Guarantor.

Failing payment when due of any amount so guaranteed or any performance so guaranteed for whatever reason, the Guarantor will be obligated to pay or perform the same immediately. The Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) The Guarantor hereby agrees that its obligations hereunder are unconditional, irrespective of the validity, regularity or enforceability of the Notes or the Indenture, the absence of any action to enforce the same, any waiver or consent by any Holder with respect to any provisions hereof or thereof, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor. The Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever and covenants that this Note Guarantee will not be discharged except by complete performance of the obligations contained in the Notes, this Supplemental Indenture or the Indenture.

(c) If any Holder or the Trustee is required by any court or otherwise to return to the Company, the Guarantor or any custodian, trustee, liquidator or other similar official acting in relation to either the Company or the Guarantor any amount paid to either the Trustee or such Holder, this Note Guarantee, to the extent theretofore discharged, will be reinstated in full force and effect.

(d) This Note Guarantee shall remain in full force and effect and continue to be effective should any petition be filed by or against the Company for liquidation, reorganization, or other similar proceeding, should the Company become insolvent or make an assignment for the

benefit of creditors or should a receiver or trustee be appointed for all or any significant part of the Company's assets, and shall, to the fullest extent permitted by law, continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Notes are, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee on the Notes or the Note Guarantee, whether as a "voidable preference," "fraudulent transfer" or otherwise, all as though such payment or performance had not been made. In the event that any payment or any part thereof, is rescinded, reduced, restored or returned, the Notes shall, to the fullest extent permitted by law, be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

(e) In case any provision of this Note Guarantee shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(f) Each payment to be made by the Guarantor in respect of the Note Guarantee shall be made without set-off, counterclaim, reduction or diminution of any kind or nature.

Section 3.2. *Limitation on Guarantor Liability* . The Guarantor, and by its acceptance of this Note Guarantee, each Holder, hereby confirms that it is the intention of all such parties that this Note Guarantee of the Guarantor not constitute a fraudulent transfer or conveyance for purposes of any bankruptcy, insolvency or other similar law now or hereafter in effect, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to this Note Guarantee. To effectuate the foregoing intention, the Trustee, the Holders and the Guarantor hereby agree that the obligations of the Guarantor will be limited to the maximum amount that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of the Guarantor that are relevant under such laws, result in the obligations of the Guarantor under the Note Guarantee not constituting a fraudulent transfer or conveyance under applicable local law.

Section 3.3. *Execution and Delivery; Notation Not Required* . To evidence the Note Guarantee set forth in Section 3.1 hereof, the Guarantor hereby agrees that this Supplemental Indenture shall be executed on behalf of the Guarantor by one or more authorized officers or persons holding an equivalent title. The Guarantor hereby agrees that the Note Guarantee set forth in Section 3.1 hereof will remain in full force and effect notwithstanding any failure to endorse on each Note a notation of the Note Guarantee.

Section 3.4. *Release of Note Guarantee* . Upon the satisfaction and discharge of the Indenture in accordance with Article 3 of the Indenture, the Guarantor will be released and relieved of any obligations under the Note Guarantee.

Section 3.5. *Subrogation* . The Guarantor shall be subrogated to all rights of Holders against the Company in respect of any amounts paid by the Guarantor pursuant to the provisions of Section 3.1 hereof; *provided* that, if an Event of Default has occurred and is continuing, the Guarantor shall not be entitled to enforce or receive any payments arising out of, or based upon, such right of subrogation until all amounts then due and payable by the Company under this Indenture or the Notes shall have been paid in full.

Section 3.6. *Benefits Acknowledged* . The Guarantor acknowledges that it will receive direct and indirect benefits from the financing arrangements contemplated by the Indenture and that the guarantee and waivers made by it pursuant to the Note Guarantee are knowingly made in contemplation of such benefits.

ARTICLE IV

MISCELLANEOUS

Section 4.1. *Ratification of Indenture* . The Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

Section 4.2. *Trustee Not Responsible for Recitals* . The recitals herein contained are made by the Company and Guarantor and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture. All of the provisions contained in the Indenture in respect of the rights, privileges, immunities, powers, and duties of the Trustee shall be applicable in respect of this Supplemental Indenture as fully and with like force and effect as though set forth in full herein.

Section 4.3. *Governing Law* . THIS SUPPLEMENTAL INDENTURE, THE NOTE GUARANTEE, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE AND THE NOTE GUARANTEE, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF).

Section 4.4. *Execution in Counterparts* . This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

Section 4.5. *Effectiveness* . This Supplemental Indenture shall become effective upon, without further action by the parties hereto, upon the effectiveness of the Merger, which shall be 8:15 a.m. Eastern time on February 1, 2019 (the " **Effective Time** ").

[Signature Page Follows]

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

PANDORA MEDIA, LLC

By: BILLBOARD HOLDING COMPANY, INC.,
its sole member

By: /s/ Steve Bené
Name: Steve Bené
Title: General Counsel and Corporate Secretary

SIRIUS XM HOLDINGS INC.

By: /s/ Patrick L. Donnelly
Name: Patrick L. Donnelly
Title: Executive Vice President, General Counsel and Secretary

CITIBANK, N.A., as Trustee

By: /s/ Danny Lee
Name: Danny Lee
Title: Senior Trust Officer

Exhibit 23.1

Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm

We consent to the incorporation by reference of our report dated February 26, 2018 with respect to the consolidated financial statements of Pandora Media, Inc., included in its Annual Report (Form 10-K) for the year ended December 31, 2017, included in this Current Report on Form 8-K and in the following Registration Statements of Sirius XM Holdings Inc.:

(1) Registration Statement (Form S-8 No. 333-152574) pertaining to the XM Satellite Radio Holdings Inc. 2007 Stock Incentive Plan, XM Satellite Radio Holdings Inc. 1998 Shares Award Plan and the XM Satellite Radio Holdings Inc. Talent Option Plan,

(2) Registration Statement (Form S-8 No. 333-159206) pertaining to the Amended and Restated Sirius Satellite Radio 2003 Long-Term Incentive Plan and XM Satellite Radio Holdings Inc. 2007 Stock Incentive Plan,

(3) Registration Statement (Form S-8 No. 333-160386) pertaining to the Sirius XM Radio Inc. 2009 Long-Term Incentive Plan,

(4) Registration Statement (Form S-8 No. 333-179600) pertaining to the Sirius XM Radio 401(k) Savings Plan,

(5) Registration Statement (Form S-8 No. 333-204302) pertaining to the Sirius XM Holdings Inc. 2015 Long-Term Stock Incentive Plan, and

(6) Registration Statement (Form S-8 No. 333-205409) pertaining to the Sirius XM Holdings Inc. Deferred Compensation Plan.

/s/ Ernst & Young LLP

San Francisco, California
January 31, 2019

FOR IMMEDIATE RELEASE

SIRIUSXM COMPLETES ACQUISITION OF PANDORA

Combination Creates World's Largest Audio Entertainment Company with more than 100 Million Listeners Across Its Audio Products

NEW YORK – February 1, 2019 – Sirius XM Holdings Inc. (NASDAQ: SIRI) today announced that it has completed its acquisition of Pandora Media, Inc. With the transaction complete, SiriusXM is the world's largest audio entertainment company with strong, long-term growth opportunities.

Jim Meyer, Chief Executive Officer of SiriusXM, said, "This is a tremendous outcome for two organizations with complementary platforms and large audiences, and we could not be more excited to be moving forward as one company. With SiriusXM's subscription-based national service of curated and exclusive content and programming, and Pandora, the largest U.S. streaming music provider with its highly personalized free ad-supported service, under one roof, SiriusXM now reaches more than 100 million people across its audio products. That is a powerful platform for consumers, content creators and advertisers."

Meyer continued, "Importantly, the premier products that SiriusXM and Pandora listeners have enjoyed for years are not changing. That said, good things come from being together, and we look forward to creating new unique audio packages that combine our strengths and offer an even wider range of content to our listeners. On behalf of everyone at SiriusXM, we are excited to officially welcome the talented Pandora team and look forward to working with all of our employees to continue delivering the best audio entertainment experience in the world and creating enhanced value for stockholders."

Together, these two brands are uniquely positioned to lead a new era of audio entertainment by delivering the most compelling subscription-based and ad-supported audio experiences to millions of listeners – in the car, at home, and on the go. The combined company will drive long term growth and value for its stockholders by employing the disciplined and focused approach that has always been an integral part of Sirius XM, including by:

- Capitalizing on cross-promotion opportunities across the combined company's more than 100 million listeners in North America, with close to 40 million self-paying subscribers, and 75 million trialers and ad-based listeners, which represents the largest digital audio entertainment audience in the U.S.

- Pairing SiriusXM's curation and exclusive programming with Pandora's uniquely predictive listener personalization technology – representing one of the world's most extensive datasets of music listening information – to deliver audio experiences tailored to the tastes of each listener.

- Creating new, unique audio packages that bring together the best of both services, providing a powerful platform for consumers to connect with established and emerging artists, entertainment brands, and talent.

- Expanding monetization opportunities through both ad-supported and subscription services – in and out of the vehicle – creating innovative new ways for listeners to enjoy even more audio entertainment.

- Continuing to invest in talent, content, technology and innovation to create and offer the best audio entertainment available, including specially-created music channels and programming from major and emerging artists, provocative talent in talk, entertainment, comedy, and exclusive sports programming.

As previously announced, the outstanding shares in Pandora not already owned by SiriusXM will be exchanged for a fixed ratio of 1.44 newly issued SiriusXM shares. Shares of Pandora's common stock are no longer trading on the New York Stock Exchange.

About SiriusXM

Sirius XM Holdings Inc. (NASDAQ: SIRI) is the world's largest audio entertainment company, and the premier programmer and platform for subscription- and advertising-supported audio products. With the recent addition of Pandora, the largest streaming music provider in the U.S., SiriusXM reaches more than 100 million people with its audio products. For more about the new SiriusXM, please go to: https://www.siriusxm.com/ .

This communication contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements include, but are not limited to, statements about future financial and operating results, our plans, objectives, expectations and intentions with respect to future operations, products and services; and other statements identified by words such as "will likely result," "are expected to," "will continue," "is anticipated," "estimated," "believe," "intend," "plan," "projection," "outlook" or words of similar meaning. Such forward-looking statements are based upon the current beliefs and expectations of our management and are inherently subject to significant business, economic and competitive uncertainties and contingencies, many of which are difficult to predict and generally beyond our control. Actual results and the timing of events may differ materially from the results anticipated in these forward-looking statements.

The following factors, among others, could cause actual results and the timing of events to differ materially from the anticipated results or other expectations expressed in the forward-looking statements: our substantial competition, which is likely to increase over time; our ability to attract or increase the number of subscribers, which is uncertain; our ability to profitably attract and retain more price-sensitive consumers; failure to protect the security of personal information about our customers; interference to our service from wireless operations; a decline in the effectiveness of our extensive marketing efforts; consumer protection laws and their enforcement; our failure to realize benefits of acquisitions or other strategic initiatives, including the acquisition of Pandora Media, Inc.; unfavorable outcomes of

pending or future litigation; the market for music rights, which is changing and subject to uncertainties; our dependence upon the auto industry; general economic conditions; existing or future government laws and regulations could harm our business; failure of our satellites would significantly damage our business; the interruption or failure of our information technology and communications systems; rapid technological and industry changes; failure of third parties to perform; our failure to comply with FCC requirements; modifications to our business plan; our indebtedness; damage to our studios, networks or other facilities as a result of terrorism or natural catastrophes; our principal stockholder has significant influence over our affairs and over actions requiring stockholder approval and its interests may differ from interests of other holders of our common stock; impairment of our business by third-party intellectual property rights; and changes to our dividend policies which could occur at any time. Additional factors that could cause our results to differ materially from those described in the forward-looking statements can be found in our Annual Report on Form 10-K for the year ended December 31, 2018, which is filed with the Securities and Exchange Commission (the "SEC") and available at the SEC's Internet site (http://www.sec.gov). The information set forth herein speaks only as of the date hereof, and we disclaim any intention or obligation to update any forward looking statements as a result of developments occurring after the date of this communication.

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Exhibit 99.4

UNAUDITED PRO FORMA CONDENSED COMBINED CONSOLIDATED FINANCIAL INFORMATION

The following unaudited pro forma condensed combined financial information and related notes present the historical financial statements of Sirius XM Holdings Inc. ("Sirius XM") and Pandora Media, Inc. ("Pandora"), as if the completion of the transactions (as defined below) had occurred on the dates specified below.

On September 23, 2018, Sirius XM entered into an agreement and plan of merger and reorganization by and among Sirius XM, Pandora, Billboard Holding Company Inc., a wholly-owned subsidiary of Pandora, Billboard Acquisition Sub, Inc., a wholly-owned subsidiary of Billboard Holding Company, Inc., White Oaks Acquisition Corp, a wholly-owned subsidiary of Sirius XM, and Sirius XM Radio Inc., a wholly-owned subsidiary of Sirius XM (as may be amended from time to time, the "Merger Agreement"). On February 1, 2019, pursuant to the terms of the Merger Agreement, through a series of transactions, Pandora became an indirect wholly-owned subsidiary of Sirius XM (the "transactions").

The unaudited pro forma condensed combined consolidated financial information reflects the estimated aggregate consideration of approximately $2.9 billion, which represents the estimated fair value of Sirius XM common stock issued on the closing of the transactions, estimated value of Sirius XM replacement equity awards attributable to pre-combination service and the fair value of the Pandora preferred stock investment, in each case as valued as of January 30, 2019. The Pandora preferred stock investment, which is all owned by Sirius XM and is accounted for as a related party fair value instrument, has been cancelled in connection with the completion of the transactions and therefore, to reflect the cost to Sirius XM of such cancellation, the fair value of the Pandora preferred stock investment is included in the calculation of total estimated consideration being paid by Sirius XM. The consideration used in the application of acquisition accounting may differ from the amount determined as of January 30, 2019 as Sirius XM finalizes its calculation of the total consideration transferred.

The unaudited pro forma condensed combined consolidated financial information related to the transactions was prepared using the acquisition method of accounting and is based on the assumption that the transactions took place as of September 30, 2018 for purposes of the unaudited pro forma balance sheet and as of January 1, 2017 for purposes of the unaudited pro forma condensed combined consolidated statements of operations for the year ended December 31, 2017 and the nine month period ended September 30, 2018.

In accordance with the acquisition method of accounting, the actual consolidated financial statements of Sirius XM will reflect the transactions only from and after the date of the completion of the transactions. Sirius XM has undertaken a preliminary analysis of the fair value of Pandora's assets and liabilities, however, it will not complete the final purchase price allocation related to the transactions until later in 2019. The preliminary allocation of the purchase price to the acquired assets and assumed liabilities set forth below was based upon the preliminary estimate of fair values of certain intangible assets as discussed below. For the preliminary estimate of fair value of these assets assumed, Sirius XM used publicly available benchmarking information as well as a variety of other company specific assumptions, including market participant assumptions. Accordingly, the unaudited pro forma adjustments are preliminary and subject to change as additional information becomes available and additional analyses of these assets, as well as other assets and liabilities to be assumed, are performed. The final acquisition accounting could result in material differences, which could have a material impact on the accompanying unaudited pro forma condensed combined consolidated financial statements and Sirius XM's future results of operations and financial position.

The unaudited pro forma condensed combined consolidated financial information is presented for illustrative purposes only and does not purport to represent what the results of operations or financial position of Sirius XM would actually have been had the transactions occurred on the dates noted above,

or to project the results of operations or financial position of Sirius XM for any future periods. The unaudited pro forma adjustments are based on available information and certain assumptions that Sirius XM's management believes are reasonable. The unaudited pro forma adjustments are directly attributable to the transactions and are expected to have a continuing impact on the results of operations of Sirius XM. In the opinion of Sirius XM's management, all adjustments necessary to present fairly the unaudited pro forma condensed combined consolidated financial information have been made.

The accompanying unaudited pro forma condensed combined consolidated financial information should be read in conjunction with the notes hereto along with Pandora's most recent historical financial information incorporated by reference to this Registration Statement and Sirius XM's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission ("SEC") on October 24, 2018, Sirius XM's Annual Report on 10-K filed with the SEC on January 31, 2018, Pandora's Quarterly Report on Form 10-Q filed with the SEC on November 5, 2018 and Pandora's Annual Report on Form 10-K filed with the SEC on February 26, 2018.

SIRIUS XM AND SUBSIDIARIES
UNAUDITED PRO FORMA COMBINED CONDENSED CONSOLIDATED BALANCE SHEET
AS OF SEPTEMBER 30, 2018

in thousands	Sirius XM As Reported	Pandora As Reported	Pro Forma Adjustments	Ref	Reclassification and Others	Ref	Pro Forma Combined Sirius XM
ASSETS							
Current assets:							
Cash and cash equivalents	$ 46,044	$ 287,523					$ 333,567
Short-term investments	—	100,119					100,119
Receivables, net	245,768	373,418					619,186
Inventory, net	19,514	—					19,514
Related party current assets	10,087	—					10,087
Prepaid content acquisition costs	—	32,219					32,219
Prepaid expenses and other current assets	173,035	25,673					198,708
Total current assets	494,448	818,952					1,313,400
Property and equipment, net	1,498,297	107,802			(39,257)	Note (2)	1,566,842
Intangible assets, net	2,505,384	55,557	1,367,889	(b)	39,257	Note (2)	3,968,087
Goodwill	2,289,985	178,917	959,191	(c)			3,428,093
Related party long-term assets	1,018,740	—	(554,352)	(d)			464,388
Deferred tax assets	330,998	—	363,670	(e)			694,668
Other long-term assets	135,655	11,575					147,230
Total assets	$ 8,273,507	$ 1,172,803	$ 2,136,398		$ —		$ 11,582,708
Current liabilities:							
Accounts payable and accrued expenses	$ 799,094	$ 28,406			239,865	(f)	$ 1,067,365
Accrued liabilities	—	72,311			(72,311)	(f)	—
Accrued content acquisition costs	—	123,910	—		(123,910)	(f)	—
Accrued interest	84,973	—			2,043	(f)	87,016
Accrued compensation	—	45,687			(45,687)	(f)	—
Current portion of deferred revenue	1,921,517	55,678					1,977,195
Current maturities of long-term debt	4,411	—					4,411
Related current liabilities	4,380	—					4,380
Total current liabilities	2,814,375	325,992	—		—		3,140,367
Deferred revenue	154,145	—					154,145
Long-term debt	6,562,152	255,272					6,817,424
Related party long-term liabilities	5,889	—	—				5,889
Deferred tax liabilities	8,169	—	348,390	(j)			356,559
Other long-term liabilities	104,152	25,660	(588)	(e)			129,224
Total liabilities	9,648,882	606,924	347,802		—		10,603,608
Redeemable convertible preferred stock	—	513,270	(513,270)	(d)			—
Stockholders' (deficit) equity							
Common stock	4,449	27	365	(g)			4,841
Accumulated other comprehensive income (loss), net of tax	12,448	(471)	471				12,448
Additional paid-in capital	922,376	1,632,178	752,570	(g)			3,307,124
Treasury stock, at cost	(6,287)						(6,287)
Accumulated deficit	(2,308,361)	(1,579,125)	1,548,460	(g)			(2,339,026)
Total stockholders' (deficit) equity	(1,375,375)	52,609	2,301,866		—		979,100
Total liabilities, redeemable convertible preferred stock and stockholders' (deficit) equity	$ 8,273,507	$ 1,172,803	$ 2,136,398		$ —		$ 11,582,708

See accompanying notes to unaudited pro forma combined condensed consolidated financial statements.

SIRIUS XM AND SUBSIDIARIES
UNAUDITED PRO FORMA COMBINED CONDENSED CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2018

in thousands, except per share data	Sirius XM As Reported	Pandora As Reported	Pro Forma Adjustments for Pandora	Ref	Reclassifications and Other Adjustments	Ref	Pro Forma Combined Sirius XM	Ref
Revenue:								
Subscriber revenue	$ 3,418,485	$ 344,175	—		$ (673)	(f)	$ 3,761,987	
Advertising revenue	135,477	777,480	—				912,957	
Equipment revenue	112,628	—	—				112,628	
Other revenue	608,194	—	—		673	(f)	608,867	
Total revenue	4,274,784	1,121,655	—		—		5,396,439	
Operating expenses:								
Cost of services*	1,736,055	765,515	(13,523)	(a)	59,020	(f)	2,547,067	
Subscriber acquisition costs	351,940	—					351,940	
Sales and marketing	344,426	374,351	(250)	(a)	(69,347)	(f)	649,180	
Engineering, design and development	89,133	118,788	(291)	(a)	(5,870)	(f)	201,760	
General and administrative	263,110	142,521	(550)	(a)	(30,029)	(f)	375,052	
Depreciation and amortization	222,345	—	97,125	(a)	29,553	(f)	349,023	
Total operating expenses	3,007,009	1,401,175	82,511		(16,673)		4,474,022	
Income (loss) from operations	1,267,775	(279,520)	(82,511)		16,673		922,417	
Other income (expense):								
Interest expense	(262,924)	(20,799)	—		—		(283,723)	
Loss on extinguishment of debt	—	—	—		(16,673)	(f)	(16,673)	
Other income (expense)	82,334	6,033	—		(73,880)	(d)	14,487	
Total other expense	(180,590)	(14,766)	—		(90,553)		(285,909)	
Income (loss) before income taxes	1,087,185	(294,286)	(82,511)		(73,880)		636,508	
Income tax (expense) benefit	(162,344)	6,933	20,215	(h)	18,101	(h)	(117,095)	
Net income (loss)	$ 924,841	$ (287,353)	$ (62,296)		$ (55,779)		$ 519,413	
Foreign currency translation	(9,972)	(241)	—		—		(10,213)	
Change in net unrealized loss on marketable securities	—	(13)	—		—		(13)	
Total comprehensive income (loss)	$ 914,869	$ (287,607)	$ (62,296)		$ (55,779)		$ 509,187	
Basic net income (loss) per common share	$ 0.21	$ (1.19)					$ 0.107	
Diluted net income (loss) per common share	$ 0.20	$ (1.19)					$ 0.104	
Basic weighted average common shares outstanding	4,482,249	260,327					4,874,114	(i)
Diluted weighted average common shares outstanding	4,586,346	260,327					4,978,211	(i)
Dividends declared per common share	$ 0.033	$ —					$ 0.033	

* Cost of services excludes the impact of depreciation and amortization.

See accompanying notes to unaudited pro forma combined condensed consolidated financial statements.

SIRIUS XM AND SUBSIDIARIES
UNAUDITED PRO FORMA COMBINED CONDENSED CONSOLIDATED STATEMENT OF COMPREHENSIVE INCOME
FOR THE YEAR ENDED DECEMBER 31, 2017

in thousands, except per share data	Sirius XM As Reported	Pandora As Reported	Pro Forma Adjustments for Pandora	Ref	Reclassifications and Other Adjustments	Ref	Pro Forma Combined Sirius XM	Ref
Revenue:								
Subscriber revenue	$ 4,472,522	$ 315,853	—		$ (744)	(f)	$ 4,787,631	
Advertising revenue	160,347	1,074,927	—				1,235,274	
Equipment revenue	131,586	—	—				131,586	
Other revenue	660,674	76,032	—		744	(f)	737,450	
Total revenue	5,425,129	1,466,812	—		—		6,891,941	
Operating expenses:								
Cost of services*	2,101,982	967,067	(15,290)	(a)	65,046	(f)	3,118,805	
Subscriber acquisition costs	499,492	—					499,492	
Sales and marketing	437,739	492,542	(3,049)	(a)	(73,467)	(f)	853,765	
Engineers, design and development	112,427	154,325	(2,270)	(a)	(8,144)	(f)	256,338	
General and administrative	334,023	190,711	(733)		(34,345)	(f)	489,656	
Depreciation and amortization	298,602	—	129,500	(a)	41,607	(f)	469,709	
Impairment of goodwill	—	131,997					131,997	
Contract termination fees	—	23,044			(23,044)	(f)	—	
Total operating expenses	3,784,265	1,959,686	108,158		(32,347)		5,819,762	
Income (loss) from operations	1,640,864	(492,874)	(108,158)		32,347		1,072,179	
Other income (expense):								
Interest expense	(345,820)	(29,335)	—		—		(375,155)	
Loss on extinguishment of debt	(43,679)	—	—		—		(43,679)	
Other income (expense)	12,844	3,024	—		(32,819)	(d)(f)	(16,951)	
Total other expense	(376,655)	(26,311)	—		(32,819)		(435,785)	
Income (loss) before income taxes	1,264,209	(519,185)	(108,158)		(472)		636,394	
Income tax (expense) benefit	(616,301)	790	41,641	(h)	182	(h)	(573,688)	
Net income (loss)	$ 647,908	$ (518,395)	$ (66,517)		$ (290)		$ 62,706	
Foreign currency translation	18,546	553	—		—		19,099	
Change in net unrealized loss on marketable securities	—	52	—		—		52	
Total comprehensive income (loss)	$ 666,454	$ (517,790)	$ (66,517)		$ (290)		$ 81,857	
Basic net income (loss) per common share	$ 0.14	$ (2.29)					$ 0.012	
Diluted net income (loss) per common share	$ 0.14	$ (2.29)					0.012	
Basic weighted average common shares outstanding	4,637,553	243,637					5,029,418	(i)
Diluted weighted average common shares outstanding	4,723,535	243,637					5,115,400	(i)
Dividends declared per common share	$ 0.041	$ —					$ 0.041	

* Cost of services excludes the impact of depreciation and amortization.

See accompanying notes to unaudited pro forma combined condensed consolidated financial statements.

Note 1—Basis of Pro Forma Presentation

The unaudited pro forma condensed combined consolidated balance sheet as of September 30, 2018 and the unaudited pro forma condensed combined consolidated statements of operations for the nine months ended September 30, 2018 and for the year ended December 31, 2017 are based on (i) the historical unaudited consolidated financial statements of Sirius XM as of and for the nine months ended September 30, 2018 contained in Sirius XM's Quarterly Report on Form 10-Q filed with the SEC on October 24, 2018, (ii) the historical audited consolidated financial information of Sirius XM for the year ended December 31, 2017 contained in Sirius XM's Annual Report on 10-K filed with the SEC on January 31, 2018, (iii) the historical unaudited consolidated financial statements of Pandora as of and for the nine months ended September 30, 2018 contained in Pandora's Quarterly Report on Form 10-Q filed with the SEC on November 5, 2018 and (iv) the historical audited consolidated financial information of Pandora for the year ended December 31, 2017 contained in Pandora's Annual Report on Form 10-K filed with the SEC on February 26, 2018.

The pro forma adjustments are included only to the extent they are (i) directly attributable to the transactions (ii) factually supportable and (iii) with respect to the unaudited pro forma statements of operations, expected to have a continuing impact on the combined results.

The unaudited pro forma condensed combined consolidated financial information is presented for illustrative purposes only and does not purport to represent what the results of operations or financial position of Sirius XM would actually have been had the transactions occurred in prior periods, or to project the results of operations or financial position of Sirius XM for any future periods. The unaudited pro forma adjustments are based on available information and certain assumptions that Sirius XM's management believes are reasonable. The unaudited pro forma adjustments are directly attributable to the transactions and are expected to have a continuing impact on the results of operations of Sirius XM. In the opinion of Sirius XM's management, all adjustments necessary to present fairly the unaudited pro forma condensed combined financial information have been made.

Note 2—Estimated Consideration and Pro Forma Purchase Price Allocation

Estimated Consideration

As required by acquisition accounting, an estimate of such consideration has been made at estimated fair value of approximately $2.9 billion, which represents the estimated fair value of Sirius XM common stock issued on the closing of the transactions, estimated value of Sirius XM replacement equity awards attributable to pre-combination service and the fair value of the Pandora preferred stock investment, in each case as valued as of January 30, 2019. The Pandora preferred stock investment, which is all owned by Sirius XM and is accounted for as a related party fair value instrument, has been cancelled in connection with the completion of the transactions and therefore, to reflect the cost to Sirius XM of such cancellation, the fair value of the Pandora preferred stock investment is included in the calculation of total estimated consideration being paid by Sirius XM. The consideration used in the application of acquisition accounting may differ from the amount determined as of January 30, 2019 as Sirius XM finalizes its calculation of the total consideration transferred.

The estimated consideration is as follows:

(in thousands except for share data)	
Pandora common stock outstanding at January 30, 2019	272,128,212
Exchange ratio	1.44
Sirius XM common stock to be issued	391,864,625
Price per share of Sirius XM common stock as of January 30, 2019	$ 5.92
Estimated value of Sirius XM common stock to be issued to Pandora stockholders pursuant to the transactions	**$ 2,319,839**
Estimated value of Sirius XM replacement equity awards attributable to pre-combination service*	**$ 65,301**
Estimated consideration of Sirius XM common stock and replacement equity awards for pre-combination service	**$ 2,385,140**
Sirius XM's Pandora preferred stock investment (related party fair value instrument) cancelled	$ 523,687
Total estimated consideration for transactions	**$ 2,908,827**
Value attributed to par at $0.001 par value	$ 392
Balance to capital in excess of par value	$ 2,319,447

* The estimated value of Sirius XM replacement equity awards attributable to pre-combination service is based on the estimated fair value of restricted stock units and stock options that will be assumed by Sirius XM upon completion of the transactions. ASC 805 requires that the fair value of replacement awards attributable to pre-combination service be included in the consideration transferred. The majority of this amount is related to restricted stock units and is based on the market price of Pandora common stock of $8.49 as of January 30, 2019.

Preliminary Purchase Price Allocation

In accordance with the acquisition method of accounting, the actual consolidated financial statements of Sirius XM will reflect the transactions only from and after the date of the completion of the acquisition. Sirius XM has undertaken a preliminary analysis of the fair value of Pandora's assets and liabilities, however, it will not complete its final purchase price allocation related to the transactions until later in 2019. The preliminary allocation of the purchase price to the acquired assets and assumed liabilities was based upon the preliminary estimate of fair values of certain intangible assets as discussed below. For the preliminary estimate of fair values of these assets assumed, Sirius XM used publicly available benchmarking information as well as a variety of other company specific assumptions, including market participant assumptions. Accordingly, the unaudited pro forma adjustments are preliminary and subject to change as additional information becomes available and additional analyses of these assets, as well as other assets and liabilities to be assumed, are performed. The final acquisition accounting could result in material differences, which could have a material impact on the accompanying unaudited pro forma condensed combined consolidated financial statements and Sirius XM's future results of operations and financial position.

The following table sets forth a preliminary allocation of the purchase price to the identifiable tangible and intangible assets acquired and liabilities assumed of Pandora using Pandora's unaudited consolidated balance sheet as of September 30, 2018, with the excess recorded to goodwill:

(in thousands)	
Current assets	$ 818,952
Property and equipment	68,545
Intangible assets (estimated fair value)	1,462,703
Deferred Tax Assets	363,670
Long term assets	11,575
Total assets	2,725,445
Current liabilities	(325,992)
Long-term debt	(255,272)
Other long term liabilities	(25,072)
Deferred tax liabilities	(348,390)
Total liabilities	(954,726)
Net assets acquired (a)	1,770,719
Estimated merger consideration (b)	2,908,827
Estimated goodwill (b) - (a)	$ 1,138,108
Elimination of existing Goodwill recorded by Pandora	$ (178,917)
Additional Goodwill recorded as a result of the transactions	$ 959,191

Intangible Assets

Preliminary identifiable intangible assets in the unaudited pro forma condensed combined consolidated financial information consist of the following:

(in thousands, except for estimated useful life) *Intangible Assets*	Book Value as of September 30, 2018 (Excluding AdsWizz) (a)	Reclassifications from Property and Equipment (b)	Estimated Fair Value as of September 30, 2018 (Excluding AdsWizz) (c)	Pro Forma Adjustment (c - a - b)	Estimated Useful Life	Fair Value Range
Trademark	$ 77	$ —	$ 470,000	$ 469,923	Indefinite	$280,000 - $660,000
Customer Relationships	—	—	632,000	632,000	8 - 10 years	$330,000 - $935,000
Developed Technology	14,777	39,257	320,000	265,966	5 years	$120,000 - $520,000
Total	$ 14,854	$ 39,257	$ 1,422,000	$ 1,367,889		

	Book Value as of September 30, 2018 (AdsWizz) (d)	Estimated Fair Value as of September 30, 2018 (Total) (c + d)
Trademark	$ 547	$ 470,547
Customer Relationships	10,952	642,952
Developed Technology	29,204	349,204
Total	$ 40,703	$ 1,462,703

Sirius XM has assessed the value of intangible assets related to Pandora's acquisition of AdsWizz Inc. on May 25, 2018 at carrying value as of September 30, 2018, $40,703. Accordingly a fair value analysis was performed by an independent third party to determine the fair value of the net assets acquired from AdsWizz. This valuation was completed on July 31, 2018 and represents the best available information at this time. For purposes of the pro forma financial statements, we included this amount at carrying value.

The amortization related to the identifiable intangible assets is reflected as a pro forma adjustment in the unaudited pro forma condensed combined consolidated statements of operations based on the estimated

useful lives above and as further described in Note 3(a). The identifiable intangible assets and related amortization are preliminary and are based on management's estimates after consideration of similar transactions. As discussed above, the amount that will ultimately be allocated to identifiable intangible assets, and the related amount of amortization, may differ materially from this preliminary allocation. In addition, the amortization impacts will ultimately be based upon the periods in which the associated economic benefits or detriments are expected to be derived or, where appropriate, based on the use of a straight-line method. Therefore, the amount of amortization following the transactions may differ significantly between periods based upon the final value assigned and amortization methodology used for each identifiable intangible asset.

Property and Equipment

The following table presents the net book value, reclassification adjustments and pro forma fair value of property and equipment by asset class in the unaudited pro forma combined condensed consolidated balance sheet as of September 30, 2018. We reclassified the net book value of 'Software developed for internal use—customer facing' to Intangible Assets, as this technology was included in the estimated fair value of Developed Technology determined above. Sirius XM has not yet undertaken a detailed analysis of the fair value of Pandora's property and equipment and therefore all other property and equipment has been recorded at cost basis in the unaudited pro forma combined condensed consolidated balance sheet as of September 30, 2018.

	Book Value as of September 30, 2018	Reclassification to Intangible Assets	Pro Forma Fair Value as of September 30, 2018
Property and equipment, net			
Servers, computers and other related equipment	$ 18,864	$ —	$ 18,864
Software developed for internal use—customer facing	39,257	(39,257)	—
Software developed for internal use—other	10,462	—	10,462
Leasehold improvements	18,678	—	18,678
Construction in progress	17,482	—	17,482
Office furniture and equipment	3,059	—	3,059
Total property and equipment, net	$ 107,802	$ (39,257)	$ 68,545

Note 3—Pro Forma Adjustments

(a) *Depreciation and amortization*

The adjustment for the nine months ended September 30, 2018 and year ended December 31, 2017 reverses historical depreciation of developed technology and historical amortization of intangible assets, and includes the addition for estimated amortization of pro forma intangible assets based on their estimated useful life.

	Pro Forma Nine Months Ended September 30, 2018	Pro Forma 12 Months Ended December 31, 2017
Reversal of Pandora's historical depreciation related to developed technology	$ (10,059)	$ (8,258)
Reversal of Pandora's historical amortization related to intangible assets	(4,555)	(13,084)
Amortization of purchased identifiable intangible assets	97,125	129,500
Net change to depreciation and amortization	$ 82,511	$ 108,158

(b) Reflects the estimated fair value of additional intangible assets identified and the elimination of certain existing intangibles. See "Intangible Assets" discussion in Note 2 above.

(c) Reflects the impact of pro forma adjustments to goodwill based on the preliminary purchase price allocation discussed above.

(d) The adjustment eliminates the impact of the Pandora preferred stock investment, which included a $73,880 and $472 unrealized gain recorded in Sirius XM's financial statements during the nine months ended September 30, 2018 and year ended December 31, 2017, respectively.

(e) Sirius XM management has performed a preliminary analysis of Pandora's net operating losses of approximately $973 million as of December 31, 2017 and additional estimated net operating losses of approximately $294 million for the nine months ended September 30, 2018. Based on this preliminary analysis, no limitation as to the total value of such net operating losses was identified under Section 382 of the Code. However, there may be limitations on the amount of net operating losses that can be used by Sirius XM within a specific year. The pro forma adjustment considers the estimated taxable income of the combined entity through September 30, 2018 and therefore, the valuation allowance previously recorded in Pandora's financial statements related to such net operating losses will no longer be recorded post-combination. Upon completion of the final analysis, the pro forma financial information presented above will be updated.

(f) The adjustment represents reclassifications to conform Pandora's financial statement presentation and accounting policies to those of Sirius XM. Specifically, within the unaudited pro forma combined condensed consolidated balance sheet, current liabilities have been reclassified between financial statement captions to conform to Sirius XM's presentation. Specifically, within the unaudited pro forma combined condensed consolidated statements of comprehensive income, refer to the table below for the reclassifications and adjustments made to the consolidated statements of comprehensive income for the nine months ended September 30, 2018 and year ended December 31, 2017. Sirius XM is still in the process of evaluating the pro forma adjustments necessary to conform the accounting policies of Pandora to those of Sirius XM and expects further adjustments may be necessary as Sirius XM conducts a more detailed review of Pandora's accounting policies.

	For the Nine Months Ended September 30, 2018					
	Reclassifications and other adjustments					
	Bad debt expense, credit card fees, and other customer service and billing costs	**Depreciation and amortization**	**Loss on extinguishment of debt**	**Elimination of SXM Unrealized Gain on Investment Ref (d)**	**Other Revenue**	**Total Ref (d)(f)**
Revenue:						
Subscriber revenue					$ (673)	$ (673)
Advertising revenue						—
Equipment revenue						—
Other revenue					673	673
Total revenue	—	—	—	—	—	—
Operating expenses:						
Cost of services	68,760	(9,740)				59,020
Subscriber acquisition costs						—
Sales and marketing	(58,839)	(10,508)				(69,347)
Engineering, design and development		(5,870)				(5,870)
General and administrative	(9,921)	(3,435)	(16,673)			(30,029)
Depreciation and amortization		29,553				29,553
Impairment of goodwill						—
Contract termination fees						—
Total operating expenses	—	—	(16,673)	—	—	(16,673)
Income from operations	—	—	16,673	—	—	16,673
Other income (expense):						
Interest expense						—
Loss on extinguishment of debt			(16,673)			(16,673)
Other income (expense)				(73,880)		(73,880)
Total other expense	—	—	(16,673)	(73,880)	—	(90,553)

	For the Year Ended December 31, 2017						
	Reclassifications and other adjustments						
	Bad debt expense, credit card fees, and other customer service and billing costs	Depreciation and amortization	Contract Termination Fees	Loss on sales of subsidiaries	Elimination of SXM Unrealized Gain on Investment Ref (d)	Other Revenue	Total Ref (d)(f)
Revenue:							
Subscriber revenue						$ (744)	$ (744)
Advertising revenue							—
Equipment revenue							—
Other revenue						744	744
Total revenue	—	—	—	—	—	—	—
Operating expenses:							
Cost of services	73,743	(8,697)					65,046
Subscriber acquisition costs							—
Sales and marketing	(53,924)	(19,543)					(73,467)
Engineering, design and development		(8,144)					(8,144)
General and administrative	(19,819)	(5,223)		(9,303)			(34,345)
Depreciation and amortization		41,607					41,607
Impairment of goodwill							—
Contract termination fees			(23,044)				(23,044)
Total operating expenses	—	—	(23,044)	(9,303)	—	—	(32,347)
Income from operations							32,347
Other income (expense):							
Interest expense							—
Loss on extinguishment of debt							—
Other income (expense)			(23,044)	(9,303)	(472)		(32,819)
Total other expense	—	—	(23,044)	(9,303)	(472)	—	(32,819)

(g) Reflects the impact of the following equity activity:

Elimination of Pandora common stock	$ (27)
Par value of Sirius XM common stock	392
Total adjustment of common stock	365
Elimination of Pandora additional paid-in capital	$(1,632,178)
Estimated value of Sirius XM additional paid-in capital	2,319,447
Estimated value of Sirius XM replacement equity awards attributable to the pre-combination service	65,301
Total adjustment to additional paid-in capital	752,570
Elimination of Pandora accumulated deficit	$ 1,579,125
Loss on cancellation of Pandora preferred stock investment (related party note receivable)	(30,665)
Total adjustment to accumulated deficit	1,548,460

(h) The adjustment to income taxes was calculated by applying Sirius XM's statutory tax rate at September 30, 2018 and December 31, 2017 of approximately 24.5% and 38.5%, respectively, to the taxable pro forma adjustments.

(i) As of January 30, 2019, Sirius XM intends to issue approximately 392 million shares of Sirius XM common stock to Pandora stockholders and Pandora employees upon completion of the transactions. Therefore, pro forma shares used to compute earnings per share were calculated using Sirius XM's historical weighted average shares outstanding at September 30, 2018 and December 31, 2017, plus the approximately 392 million shares that will be issued in connection with the transactions.

(j) Adjusts the deferred tax liabilities resulting from the transactions. The estimated increase in deferred tax liabilities to $348.4 million stems primarily from the fair value adjustments related to intangible assets excluding goodwill, based on an estimated tax rate of 24.5%. This estimate of deferred income tax balances is preliminary and subject to change based on Sirius XM's final determination of the fair value of assets acquired and liabilities assumed by jurisdiction.