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Item No.:

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Date of Meeting: 10/24/2023

### THIRD AMENDMENT

TO

AIRPORT NETWORK PROGRAMMING SERVICE AGREEMENT

(Agreement No. 002445)

### THIS THIRD AMENDMENT TO AIRPORT NETWORK PROGRAMMING

SERVICE AGREEMENT (hereinafter referred to as the "Third Amendment") is made effective as of \_\_\_\_\_, 2023 at \_\_\_\_\_ Pacific Standard Time, by and between the PORT OF SEATTLE, a Washington municipal corporation (the "Port") and Travel Content, LLC (trading as ReachTV), a Delaware limited liability company ("ReachTV") (as successor to AC Holdings, Inc. ("Previous Party")).

### RECITALS

WHEREAS, the Port and Previous Party were parties to that certain CNN Airport Network Programming Service Agreement with an effective date of January 1, 2019, as amended (the "Agreement"), pertaining to the delivery and display of programming and content on specified display screens in the Seattle-Tacoma International Airport ("Airport"); WHEREAS, Previous Party assigned to ReachTV and ReachTV assumed all of Previous Party's rights and obligation under the Agreement (the "Assignment");

WHEREAS, in connection with the Assignment, the Port and ReachTV executed that certain First Amendment to the Agreement dated effective March 31, 2021 (the "First Amendment"); and

WHEREAS, in connection with the Assignment, the Port and ReachTV executed that certain Second Amendment to the Agreement dated effective October 29, 2021 (the "Second Amendment"); and

WHEREAS, the Agreement expires December 31, 2023; and

WHEREAS, the Port and ReachTV wish to amend the Agreement in accordance with the terms and conditions set forth in this Third Amendment;

NOW, THEREFORE, in consideration of their mutual promise, the parties hereto do hereby mutually agree as follows:

1.

Term. Section 3 (Term) of the Agreement is hereby deleted in its entirety and replaced as follows:

3.

### TERM.

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3.1

Original Term. The original term of this Agreement shall be five (5) years, commencing on the Effective Date and expiring on December 31, 2023 ("Original Term").

3.2

Extension Term(s). The Agreement shall automatically extend for a period of six (6) months immediately upon expiration of the Original Term (the "First Extension Term") and, following expiration of the First Extension Term (if any), for an additional period of six (6) months (the "Second Extension Term") and, following expiration of the Second Extension Term (if any), for an additional period of six (6) months (the "Third Extension Term"), without any gap or further action by the parties, unless one party gives the other party written notice of its intent not to extend at least sixty (60) days prior to the expiration of the Original Term, or if applicable, the First Extension Term or Second Extension Term, respectively.

3.3

Term. The Original Term together with the First Extension Term, if applicable, and the Second Extension Term, if applicable, and the Third Extension Term, if applicable, shall constitute the term of the Agreement ("Term").

2.

No further Modification. Except as amended by this Third Amendment, all other terms, covenants and conditions of the Agreement shall remain in full force and effect. Other than as specifically revised in this Third Amendment, capitalized terms used herein shall have the meaning ascribed to them in the Agreement.

3.

Counterparts. This Third Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, together, will constitute one and the same instrument. This Third Amendment may be accepted and signed by a physically signed document, scanned and transmitted via electronic mail and each party's electronic acceptance and signature will be deemed binding between the parties. Each party acknowledges and agrees it will not contest the validity or enforceability of this Third Amendment, including under any applicable statute of frauds, because it was accepted and/or signed in counterpart and/or scanned and transmitted via electronic mail. Further, each party shall, upon the request of the other party, promptly provide the requesting party, via United States mail or overnight courier, an originally executed copy of the executed document that it previously signed, scanned, and transmitted via electronic mail.

IN WITNESS WHEREOF, the parties hereto have signed this Third Amendment as of the day and year first above written.

PORT OF SEATTLE

A Washington municipal corporation

TRAVEL CONTENT, LLC

A Delaware limited liability company

By:

Its:

By:

Its:

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STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of TRAVEL

CONTENT, LLC, a Delaware limited liability company, the entity that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the

State of

Residing at:

My commission expires:

STATE OF WASHINGTON

COUNTY OF KING

)

) ss.

)

On this \_\_\_\_ day of \_\_\_\_\_, 2023, before me, personally appeared \_\_\_\_\_ to me known to be the \_\_\_\_\_ of the

PORT OF SEATTLE, a municipal corporation, the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was duly authorized to execute the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for the  
State of  
Residing at:  
My commission expires:

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