

**THIRD AMENDMENT TO AIRPORT NETWORK
PROGRAMMING SERVICE AGREEMENT
ORLANDO INTERNATIONAL AIRPORT**

THIS THIRD AMENDMENT TO AIRPORT NETWORK PROGRAMMING CONCESSION AGREEMENT ("Third Amendment") is made and entered into as of the 3 day May, 2022, by and between **THE GREATER ORLANDO AVIATION AUTHORITY ("Aviation Authority")** and **TRAVEL CONTENT, LLC D/B/A REACHTV**, a Florida limited liability company, as successor in interest to AC Holdings Inc. ("**Company**").

WHEREAS, the Aviation Authority previously entered into that certain Airport Network Programming Service Agreement Orlando International Airport, with AC Holdings, Inc., CNN Airport Network Company with an effective date of October 1, 2015 (the "**Original Agreement**"), as subsequently amended by (i) that certain First Amendment to Airport Network Programming Concession Agreement, with an effective date of October 1, 2020 (the "**First Amendment**") and (ii) that certain Second Amendment to Airport Network Programming Concession Agreement, with an effective date of April 21, 2021 (the "**Second Amendment**" and together with the Original Agreement and the First Amendment, the "**Agreement**");

WHEREAS, pursuant to the Agreement the Aviation Authority granted the Company the right, obligation and privilege to operate an airport network programming concession at designated space in the North Terminal Complex of the Orlando International Airport (the "**Airport**"); and

WHEREAS, the Term of the Agreement was scheduled to expire April 1, 2022; and

WHEREAS, the Aviation Authority and the Company now mutually desire to execute and deliver this Third Amendment to provide for the extension of the Term of the Agreement for an additional 12-month period, ending April 1, 2023;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties do hereby agree as follows:

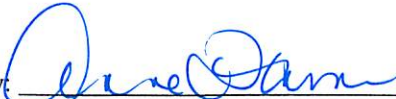
- 1. Definitions.** Capitalized terms used, but not defined, in this Amendment No. 3 including, without limitation, the recitals hereto, shall have the meanings assigned to such terms in the Agreement.
- 2. Term.** The Term of the Agreement is hereby extended for an additional 12-month period ending on April 1, 2023. The extension of the Term of the Agreement as provided in this Third Amendment shall be entirely subject to the Aviation Authority's right to terminate the Agreement upon sixty days' prior written notice to the Company. Further, the Aviation Authority may, in its sole discretion, exercise the option to renew the Agreement for an additional 12-month period after the conclusion of the Term.
- 3. Entire Agreement.** This Third Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, all of the terms and provisions of the Agreement between the parties shall remain in full force and effect. In case of any inconsistency between the provisions of the Agreement and this Third Amendment, the later provision shall govern and control.
- 4. Applicability of Remaining Provisions; Ratification.** Except as expressly modified as stated above, all provisions of the Agreement shall remain unaffected and in full force and effect, and the Agreement as previously amended and as amended by this Third Amendment is in all respects hereby ratified and confirmed.

5. Counterparts. This Third Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.


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IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed the day and year first above written.

ATTEST:


By: 
Anna Farmer
Manager, Board Services

**GREATER ORLANDO
AVIATION AUTHORITY**

By: 
Kevin J. Thibault, P.E., F.ASCE
Chief Executive Officer

Date: 5/3/22

APPROVED AS TO FORM AND LEGALITY
On the 28 day of April, 2022
For the use and reliance of the Greater Orlando Aviation
Authority, only.

By: 
Camille M. Evans, Esq.
Virtus LLP

ATTEST:

By: _____
Print Name: _____
Title: _____

**TRAVEL CONTENT, LLC
D/B/A REACHTV**

By: Lynnwood Bibbens
Print Name: Lynnwood Bibbens
Title: Founder and Chief Executive Officer

OR

TWO WITNESSES

(1) By: Alison C. Hashimoto

Print Name: Alison Hashimoto

(2) By: Karen Lee

Print Name: Karen Lee