

REACTV® AIRPORT NETWORK PROGRAMMING SERVICE

AGREEMENT

BY AND BETWEEN

THE CITY OF SAN ANTONIO

AND

**TRAVEL CONTENT LLC
doing business as
REACTV®**

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REACHTV®
AIRPORT NETWORK PROGRAMMING SERVICE AGREEMENT
SAN ANTONIO INTERNATIONAL AIRPORT

THIS AGREEMENT (“this Agreement”), dated as of this [XXX] day of [MONTH, YEAR] (the “Effective Date”), by and between THE CITY OF SAN ANTONIO (“City” or “Airport System”), a Texas Municipal Corporation acting by and through its City Manager, pursuant to Ordinance No. _____, passed and approved by the San Antonio City Council, and TRAVEL CONTENT LLC, a Delaware limited liability company doing business as REACHTV, with its principal office located at 806 South Douglas Street, Suite 300, Coral Gables, Florida 33134 (“ReachTV”). The Airport System and ReachTV may hereinafter be collectively referred to as the “Parties” or individually as a “Party.”

W I T N E S S E T H:

WHEREAS, the Airport System is the owner-operator of San Antonio International Airport (the “Airport”); and

WHEREAS, the Airport System desires to provide entertainment programming services in certain locations in the Airport terminals and concourses (including passenger gate areas located therein), as further described herein; and

WHEREAS, ReachTV is a provider of television programming services at airports throughout the United States; and

WHEREAS, the Airport System and ReachTV have agreed to enter into an agreement for the provision of entertainment programming services at the Airport as further defined herein in accordance with and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Airport System and ReachTV hereby agree as follows:

1. DEFINITIONS. The following words and phrases shall have the respective meanings ascribed to them below when used in this Agreement:

1.1 “Advertising Time” shall mean the approximate sixteen (16) minutes of advertising and promotional time included in the Service per available hour.

1.2 “Airport” shall mean the San Antonio International Airport.

1.3 “Airport System” shall mean the San Antonio Airport System.

1.4 “Airport System Revenue Share Payment” shall mean the amount determined by multiplying a fraction, the numerator of which shall be the viewing audience for the Service at the Airport during a quarter and the denominator of which shall be the measured viewing audience for the Service at all domestic airports eligible to receive a portion of advertising revenue therefrom during the same calendar quarter, by the Service Revenue Pool.

1.5 “Airport Rules and Regulations” shall mean rules, policies, regulations, directives, and orders promulgated by the Airport System as they may be amended from time to time.

1.6 “Approved Installation Areas” shall mean locations in the Airport as set forth in **Exhibit A** attached hereto and made a part hereof approved by the Airport System for the operation of the Service Equipment.

1.7 “Airport System Encumbrances” shall mean any liens, claims, charges, encumbrances, or security interests of any nature whatsoever arising by or through the Airport System.

1.8 “ReachTV Encumbrances” shall mean any liens, claims, charges, encumbrances, or security interests of any nature whatsoever arising by or through ReachTV.

1.9 “Distribution Equipment” shall mean that portion of the Service Equipment, owned by the Airport System, which is necessary to distribute the Service to various areas located throughout the Airport (i.e., cabling and conduit) as further described in **Exhibit B** attached hereto and made a part hereof.

1.10 “Exhibition Equipment” shall mean the speakers and display screens and related components of the Service Equipment owned by the Airport System necessary for actual viewing of the Service within Approved Installation Areas as further described in **Exhibit B** attached hereto.

1.11 “Guaranteed Amount” shall mean the applicable quarterly amount specified in Section 10 of this Agreement.

1.12 “Headend Equipment” shall mean the equipment necessary to receive the IP signal, as the case may be, for delivery to the Distribution Equipment as further described in **Exhibit B** attached hereto.

1.13 “Insertion Services” shall mean insertion of the Airport System's Spots (including encoding, loading, and scheduling) necessary for display on ReachTV screens in the Airport.

1.14 “Programming” shall mean the television programming material professionally produced and provided by ReachTV or any entity controlled by, under common control with or controlling ReachTV, included in the Service.

1.15 “Quarterly Fee” shall mean the Guaranteed Amount payable on a quarterly basis during the Term.

1.16 “Reception Equipment” shall mean that portion of the Service Equipment installed by ReachTV (or previously installed by CNN) or the Airport System necessary to receive the Service as further described in **Exhibit B** attached hereto.

1.17 “Revenue Share Payment” shall mean gross advertising revenue from the sale of national Advertising Time by ReachTV to third parties in a given quarter, less the applicable advertising agency commission fees actually paid or payable by ReachTV (not to exceed fifteen percent (15%)) and any monies refunded or credited by ReachTV to advertisers and/or agencies with respect to Third Party Units.

1.18 “Service Revenue Pool” shall be calculated as follows: (a) 15% of the Service Revenue invoiced by ReachTV for the preceding quarter until such time as ReachTV has invoiced an aggregate amount of Service Revenue equal to \$15,000,000.00 for the calendar year in which the preceding quarter occurs; (b) 17.5% of the Service Revenue invoiced by ReachTV for the preceding quarter after ReachTV has invoiced an aggregate amount of Service Revenue in excess of \$15,000,000.00 but less than or equal to \$25,000,000.00 for the calendar year in which the preceding quarter occurs; (c) 22.5% of the Service Revenue invoiced by ReachTV for the preceding quarter after ReachTV has invoiced an aggregate amount of Service Revenue in excess of \$25,000,000.00 but less than or equal to \$30,000,000.00 for the calendar

year in which the preceding quarter occurs; and (d) 32.5% of the Service Revenue invoiced by ReachTV for the preceding quarter after ReachTV has invoiced an aggregate amount of Service Revenue in excess of \$30,000,000.00 for the calendar year in which the preceding quarter occurs.

1.19 “Service” shall mean the Programming and other services related to distribution of the Programming, but shall not include any Service Equipment.

1.20 “Service Equipment” shall mean all Reception, Headend, Distribution, and Exhibition Equipment as further described in **Exhibit B** attached hereto.

1.21 “Installation Approval Process” shall mean the Airport System’s installation approval process, which must be provided in writing to ReachTV.

1.22 “Term” shall have the meaning set forth in Section 3.

1.23 “Commencement Date” shall mean the start date of audible and viewable Service on the Exhibition Equipment in all of the Service Areas.

2. REPRESENTATIONS; AUTHORIZATION.

Each Party represents and warrants to the other Party that it has all necessary power and authority and has taken all action necessary to enter into this Agreement, to consummate the transactions contemplated hereby, and to perform its obligations hereunder. Each Party further represents and warrants to the other Party that the execution, delivery, and performance of this Agreement and the consummation of any and all transactions contemplated by this Agreement and the fulfilment of and compliance with the terms and conditions of this Agreement do not and will not violate or conflict with, or constitute a breach of or default under, any existing contracts or commitments to which each Party is a party or by which it may be bound.

3. TERM.

Subject to the terms and conditions set forth herein, the term (“Term”) of this Agreement shall commence on _____ (the “Commencement Date”) and shall terminate five (5) years thereafter (the “Original Term”). Thereafter, this Agreement shall automatically renew for two (2) one (1)-year successive terms, unless earlier terminated by either Party hereto giving the other Party a ninety (90)-day written notice that the then-current term shall not be renewed.

4. USE OF THE AIRPORT.

A. Grants and Approvals.

1) The Airport System hereby grants ReachTV a license (the “License”) to use the Approved Installation Areas as described in **Exhibit A** to operate the Service and Service Equipment as further described in **Exhibit B**. ReachTV shall be responsible, at its sole cost and expense, to upgrade and maintain all Service Equipment during the Term of this Agreement in accordance with the terms and conditions of this Agreement. In accordance with this Agreement, ReachTV's drawings and plans showing the proposed manner of any new installation or placement of Service Equipment in any new or existing Approved Installation Area shall be submitted to the Airport System for review and approval. ReachTV shall submit to the Airport System, pursuant to the Installation Approval Process, any proposed plans for the installation of any new Service Equipment within the Approved Installation Area. As between the Parties hereto, ReachTV shall be responsible for obtaining the approval or consent of any third party lessee

at the Airport, if necessary, for ReachTV to install or place any Service Equipment within the premises leased to such third party and shall coordinate such access with the Airport System. Unless specifically approved in writing by the Airport System, ReachTV shall not use the Approved Installation Areas for any purpose other than to provide the Service and shall perform only services and activities related thereto and expressly contemplated by this Agreement.

2) ReachTV, at its sole cost and expense, shall operate, repair, and maintain the Service Equipment, as required hereunder. All installations, modifications, alterations, and repairs shall be performed by ReachTV in accordance with the Installation Approval Process. Pursuant to the terms of this Agreement, ReachTV shall maintain the Service Equipment in good working order, condition, and repair at all times. ReachTV acknowledges that it will utilize Ethernet cable (the "Cable") as previously installed and ReachTV accepts the use of such Cable in its "**AS IS**" condition and assumes all risk in connection therewith, without any warranty or representation, express or implied, in fact or by law, on the part of the Airport System and without recourse to the Airport System. ReachTV agrees that the Airport System shall have no obligation to do any work or make any improvement to the condition of the Cable thereof. Any upgrade, maintenance, repair, or replacement to such Cable proposed by ReachTV shall be at ReachTV's sole cost and expense and shall be subject to approval by the Airport System in accordance with the Installation Approval Process.

3) In addition to its obligation to provide maintenance for the Service Equipment in accordance with the terms of this Agreement, ReachTV further agrees to use commercially reasonable efforts to further expand installation of the Service at the Airport upon the reasonable request of the Airport System during the Term as appropriate. To facilitate such further expansion, ReachTV shall consult with the Airport System from time to time in an effort to understand the Airport System's expansion plans for the Airport, if any, and to gain access to reasonable enplanement information in the Airport System's possession that may be instrumental to a decision by ReachTV as to whether it should further expand the Service to other areas. Nonetheless, it is understood and agreed that ReachTV shall have no obligation whatsoever to incur any extraordinary installation costs, such as those associated with structural impediments, lengthy cable runs, remote installation sites and the like, and, thus, such proposed installations must be approached on a case by case basis. Without limiting the generality of the foregoing, it is expressly understood and agreed that ReachTV shall have no obligation whatsoever to undertake installation in any areas with asbestos or to engage in any abatement activities related thereto. Finally, ReachTV reserves the right to reject any installation sites on the basis of low gate or other traffic in the exercise of its reasonable business judgment. ReachTV agrees to be reasonable in selecting any new Approved Installation Areas hereunder.

B. Headend Area. The Airport System and ReachTV confirm that ReachTV has access to the "Headend Area," as described in **Exhibit A**, a common facilities area at the Airport with sufficient space to accommodate the placement, installation, and operation of ReachTV's Reception Equipment used to receive the Service. The equipment location is limited to a single equipment cabinet space. ReachTV must provide their own UPS protection. The Airport System will provide no more than a single 20Amp receptacle. The signal will be subsequently distributed from this point to the Approved Installation Areas located throughout the Airport via the Distribution Equipment. The Airport System understands and agrees that ReachTV shall have the right, twenty-four (24) hours a day, to access the Headend Area as necessary to operate and maintain the Reception Equipment located therein. During the Term, ReachTV requires an ISP circuit with a sustained bandwidth of at least 50 Mbps so that it may receive the audio, video, and control signals at the Airport. ReachTV will request the internet circuit from the Airport System's ISP, ask to extend the service connection to the ReachTV Headend Area and then assign one (1) static public IP address to ReachTV. ReachTV's entertainment programming service will not be able to go live until the

internet service has been provided by the Airport System's ISP and has extended the internet connection to the ReachTV Headend area.

1) Escorted Access. Vendors coming into the space must have badging/uniforms that clearly identify that they work for ReachTV or their subcontractor. Any ReachTV contractors who access the Premises shall be escorted by a Designate. IDF/MDF/Telecomm closets are secure facilities and are designed and operated to prevent unauthorized access to equipment, material, and network; and to safeguard them against accidental or malicious damage, sabotage, espionage and theft; therefore, Designates will be required to comply with all security standards and personnel background checks as City of San Antonio Aviation Security Department requires.

2) Access to Premises. To enable ReachTV to exercise its right to use the Premises under this Agreement, City hereby grants ReachTV non-exclusive access to ingress and egress the Premises, except as conditioned herein below for equipment installation and maintenance, which is limited to, the installation of and maintenance of ReachTV equipment.

C. Security. ReachTV shall be solely responsible for providing security to the Service Equipment with no right of reimbursement from the Airport System. Notwithstanding the foregoing, ReachTV shall be solely responsible for providing security for the Service Equipment and shall take such security precautions, at its sole cost and expense, with respect to its operations and personnel, as the Airport System, the Transportation Security Administration ("TSA"), the Federal Aviation Administration ("FAA"), or any other federal or state agency of competent jurisdiction may, in their sole discretion, require from time to time, including without limitation, with respect to security badging of ReachTV's employees. ReachTV further agrees to reimburse the Airport System for all fines imposed by the TSA or FAA against the Airport System as a result of ReachTV's failure to comply with any such laws, rules, or regulations.

D. Laws, Rules, and Regulations. Both Parties shall comply with and cause its employees, agents, contractors, and licensees to comply with all applicable laws, statutes, ordinances, rules, and regulations, of all applicable federal, state, and local governmental authorities, subdivisions, departments, agencies and the like, with respect to its performance under the Agreement and its use of the Services and Service Equipment as applicable, including, but not limited to, those shown in **Exhibit D**. ReachTV shall obtain and keep current, valid, and complete any certificates, permits, licenses, or other entitlements required by federal, state or local laws, rules, or regulations with respect to its activities under this Agreement and shall promptly pay all fines, penalties, and expenses, to remedy or correct any violations of applicable laws, and damages that may arise out of or be imposed because of its failure to comply with the provisions of this Section. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

E. Vendors, Suppliers, and Contractors. Except as otherwise provided herein, ReachTV shall have the right to obtain supplies or services from suppliers, vendors, or contractors of its own choice for its operations provided that the Airport System reserves the right to license and regulate all persons or companies doing business at its facilities.

F. ADA Compliance. ReachTV agrees that, with respect to its operations, it shall be responsible for compliance with the Americans with Disabilities Act (ADA). ReachTV recognizes that the Airport System is a public entity subject to Title II of the ADA. To the extent permitted by law, ReachTV shall assume and comply, and cause its agents, licensees, and contractors to comply, with any obligations to which the Airport System may be subject under Title II of the ADA with respect to ReachTV's operations, Programming and Service, or activities relating to this Agreement.

5. INSTALLATION, MAINTENANCE AND OPERATION OF SERVICE EQUIPMENT.

A. Materials and Services. Except as otherwise specifically provided herein, ReachTV shall be solely responsible for upgrading, maintaining, and operating, at its sole cost and expense, all Service Equipment at the Airport, and shall provide all personnel necessary to perform these functions and address all customer complaints and inquiries, if any, during the Term. Any problems concerning the Service that comes to the attention of the Airport System, such as any problems with the Service Equipment or customer inquiries or complaints, shall be directed to ReachTV's designated local representative or communicated to ReachTV through any other communication procedure established and agreed to by ReachTV and the Airport System.

B. Mode of Installation. ReachTV agrees to cause its designated representatives to upgrade and maintain such Service Equipment in a proper and workmanlike manner. ReachTV further represents that none of the Service Equipment shall cause any interference with Airport communications or violate any regulation of the TSA or FAA. ReachTV shall immediately discontinue any operation that does cause any such interference.

C. Repair, Replace, Upgrade. During the Term, ReachTV shall respond within forty-eight (48) hours to any verbal or written notice from the Airport System to commence repair or replacement of any Service Equipment that is damaged or otherwise in need of repair. ReachTV shall use diligent efforts to complete such repair and replacement within the initial forty-eight (48) hour period subject to its ability to obtain any necessary approval from any third party tenant, provided that ReachTV shall use diligent efforts to coordinate access to such third party tenant location. The Parties acknowledge there may be situations that require a longer time period to complete repair or replacement including, but not limited to, damage to the Reception Equipment or distribution system. In all cases, ReachTV shall use diligent efforts to complete the necessary repairs. In addition, ReachTV reserves the right, subject to compliance with the Installation Approval Process to replace and/or upgrade any and all Service Equipment installed in the Airport to maintain and/or improve the Service.

D. Modifications to Service Equipment. The Airport System shall have no right to modify or interfere with any Service Equipment or the location thereof in any way except in the event of an emergency determined in the Airport System's reasonable discretion. The Airport System shall not tamper with, move, remove, relocate, use, or otherwise interfere with any Service Equipment or the audio quality of the Service except in the event of an emergency determined in the Airport System's reasonable discretion. The foregoing is intended to provide flexibility over the Term with respect to specific installations but is not intended to provide, and does not provide, any arbitrary right to effectively terminate the rights granted to ReachTV hereunder.

E. Sound Levels. ReachTV agrees that the maximum sound level of the audio portion of the Service within each area displaying the Service shall be acceptable to the Airport System and the lessee or user of the space in which the Service Equipment is located, if applicable, and will not interfere with any public announcements made by the Airport System or any air carrier within that area. Furthermore, ReachTV shall routinely monitor its sound control devices responsible for automatically increasing or decreasing the volume of the audio portion of the Service, based upon the ambient noise level, to ensure that the calibration is appropriate and within acceptable ranges.

F. Property of ReachTV. All Service Equipment installed or brought into the Airport by ReachTV and related to the Service shall be deemed to be personal property and shall not be deemed to be fixtures attached to real estate or part of the real estate, and shall remain the sole property of ReachTV and may include any identifying logo, trademark, or other signage of ReachTV. Upon termination of the

Agreement, ReachTV will remove its Service Equipment without compensation to the Airport System and shall return the original Location to its original condition as it was at the Commencement Date, normal wear and tear excepted.

G. Loss of Business Liability. The Airport System shall not be liable to ReachTV for any loss of business or damages sustained by ReachTV as a result of any change in the operation or configuration of, or any change in any procedure governing the use of the Airport or any terminal therein.

H. Encumbrances. The Airport System shall not permit any Airport System Encumbrances to be placed upon the Service Equipment and if the Airport System receives notice of the placement of any such Airport System Encumbrances, it shall notify ReachTV and shall take or cause to be taken all actions necessary to promptly clear and remove such Airport System Encumbrances from the Service Equipment as soon as practicable.

Similarly, ReachTV shall not permit ReachTV Encumbrances to be placed upon any property owned or leased by the Airport System or on any Service Equipment located at the Airport, and if ReachTV receives notice of the placement of any such ReachTV Encumbrances, ReachTV shall notify the Party whose property is affected and shall take or cause to be taken all actions necessary to promptly clear and remove such ReachTV Encumbrances from such property.

6. DELIVERY OF SERVICE.

ReachTV shall continuously operate and deliver the Service to all Approved Installation Areas of the Airport twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year during the Term of this Agreement, excluding minimal downtime for maintenance, if applicable. The Service shall be delivered to the Headend Room for subsequent distribution via the Distribution Equipment to the Exhibition Equipment installed in the Approved Installation Areas. ReachTV's delivery of the Service shall not interfere with any operations or communications of the Airport System or its tenants, guests, invitees and licensees. ReachTV programming will be encoded, encrypted, and delivered in the form of an IP stream that will provide secure and reliable delivery of the ReachTV programming to the Headend Area for subsequent distribution via the Distribution Equipment to the Exhibition Equipment installed in the Approved Installation Areas. ReachTV's delivery of the Service shall not interfere with any operations or communications of the Airport System or its tenants, guests, invitees, and licensees.

During the Term, ReachTV requires an ISP circuit with a sustained bandwidth of at least 50 Mbps so that it may receive the audio, video, and control signals at the Airport. ReachTV will request the internet circuit from the Airport System's ISP, ask to extend the service connection to the ReachTV Headend Area and then assign one (1) static public IP address to ReachTV. ReachTV's entertainment programming service will not be able to go live until the internet service has been provided by the Airport System's ISP and has extended the internet connection to the ReachTV Headend area. The ReachTV IP feed will be decoded by its media player (the Puck) and output as an HDMI signal before being encoded back to IP by the Thor encoder for multicast on a VLAN using CAT6 Ethernet cable on ReachTV's network, or on existing Airport single-mode fiber that extends to all IDF rooms necessary to distribute on a private IP multicast distribution network managed by ReachTV to all Display Locations.

7. DESCRIPTION OF SERVICE.

A. Content of Programming. The Service shall be in the format of continuous audio and video programming packages (the "Packages"), each Package consisting of (i) approximately forty-four (44) minutes of Programming consisting of news, information, and entertainment television programming material professionally produced and provided by ReachTV or any entity controlled by, under common

control with or controlling ReachTV, and (ii) approximately sixteen (16) minutes of advertising and promotional time (the "Advertising Time"), per hour. ReachTV shall also have the ability to interrupt the Service to go "live" to any significant breaking news or special event.

As indicated above, the Programming will be produced by ReachTV or any entity controlled by, under common control with or controlling ReachTV, and ReachTV shall have absolute and complete discretion, editorial and otherwise, with respect to the selection, format, arrangement, content, production, editing, and updating of the Programming and the spots for Advertising Time, except for the Airport System's Advertising Time as described and limited in Section 7.B., and the arrangement of the segments and spots; provided, however that ReachTV represents and warrants that the quality and format of the Service shall at all times during the Term meet the general news standards specifically applicable to ReachTV's broadcasting or programming service. **It is expressly agreed, however, that any Programming related to any accident or incident involving a commercial passenger airline shall only be included in the Programming without graphic video coverage of the accident site, unless the incident involves a national emergency or threat to security.** ReachTV hereby reserves the right to temporarily withdraw the Service, or any portion thereof, at any time as it deems necessary or advisable in the exercise of its sound business judgment, and any such temporary withdrawal, interruption, delay, or interference shall not constitute or be deemed a breach of this Agreement; provided, however, that ReachTV agrees to use its best efforts to restore the Service as soon as possible. The Airport System hereby reserves the right to direct ReachTV to temporarily suspend the Programming, or any portion thereof, at any time as it deems necessary or advisable in the exercise of its reasonable discretion, and any such temporary suspension, interruption, delay, or interference shall not constitute or be deemed a breach of this Agreement; provided, however, that the Airport System agrees to use its best efforts to authorize the resumption of the Programming as soon as practical. ReachTV shall be solely responsible for any liability associated with the Programming provided by it for the Service.

It is expressly agreed that all Programming, advertising, and promotional material to be broadcast by ReachTV hereunder shall be in accordance with the highest industry standards, truthful and not misleading, and shall not be either (i) sexually explicit or (ii) include graphic depictions of violence, except to the extent generally shown on national news broadcasts and shall be in accordance with the Advertising Guidelines of ReachTV, a copy of which is attached hereto as **Exhibit C** and made a part hereof.

B. Advertising Time. Subject to the provisions of this Section 7.B., as between ReachTV and the Airport System, ReachTV shall retain all Advertising Time included in the Service, and the revenue derived therefrom (subject to the amount payable to airports from the Service Revenue Pool), with the exception of up to six (6) minutes per available hour (which may be used as two (2) thirty (30) second contiguous spots), which ReachTV shall make available to the Airport System, at no charge, for use during each available Programming hour (the "Airport System's Advertising Time"), for use by the Airport System or any corporation, organization, or entity with which the Airport System has entered into an Airport System wide advertising concession agreement, at the Airport System's sole option, for sale to local third party advertisers, or to promote the local area, the Airport System, its concessions, or community or region serviced by the Airport. In addition, the content appearing in the Airport System's Advertising Time (the "Airport System's Spots") (i) must be consistent with the reasonable production quality standards, including full motion and frame rate video with audio, as generally and consistently applied by ReachTV to the Service; (ii) cannot suggest an affiliation with ReachTV; and (iii) meet the general advertising policies of ReachTV, a copy of which is attached hereto as **Exhibit C**. Additionally, the content or provider of the Airport System's Spots may not promote, support, or represent any interest of any television news provider. Any remaining Airport System's Advertising Time in each Package will be made available to ReachTV for sale to third parties ("Third Party Units"). ReachTV shall have the absolute right to determine the rate applicable and the rate actually charged for all Third Party Units. The Party responsible for providing the

content for the Advertising Time hereunder shall be responsible for any liability related thereto, regardless of the nature of the claim. The Airport System shall be responsible for the Airport System's Spots and shall indemnify ReachTV for any claims relative to the Airport System's Spots, except those that result from the gross negligence or willful misconduct of ReachTV.

C. Airport System's Use.

ReachTV shall have no responsibility whatsoever for securing and/or selling the Airport System's Spots. If the Airport System's Spots are not provided by the Airport System, ReachTV reserves the right to use the Airport System's Advertising Time as it deems appropriate and deliver its regularly scheduled Programming segments to the Airport. If such advertisements and/or programming is inserted but is not updated regularly in accordance with ReachTV's Advertising Guidelines as set forth in **Exhibit C** to maintain the quality of Service, ReachTV may request in writing that the Airport System update the advertisement or programming. Notwithstanding the foregoing, ReachTV agrees upon the request of the Airport System to assist the Airport System in creating, producing, filming (when needed), editing, and close captioning the Airport System's public service and other general announcements.

In the event that ReachTV goes live to a breaking news event or interrupts its Service to provide coverage of a significant sporting or other event or a full-length news program, the Airport System shall not be able to utilize the Airport System's Advertising Time and/or pre-empt the designated ReachTV Programming segments to provide the Airport System's Spots during the duration of alternative programming. Furthermore, ReachTV shall not be able to provide any replacement programming ("make goods") for the interrupted segments. ReachTV expressly disclaims any responsibility or liability to the Airport System for any lost revenue or other damages attributable to ReachTV's decision to provide the alternative programming.

8. COPYRIGHT.

The Airport System agrees and acknowledges that the sole right of copyright in, and all rights of copyright with respect to, the Service and the Programming (including, without limitation, the sequence or organization of ReachTV's compilations of programming segments constituting the Service) belong, as between the Airport System and ReachTV, to ReachTV, and that the Airport System shall not acquire, obtain, or claim any copyright or other proprietary ownership interests therein or thereto by virtue of this Agreement. Except to the extent expressly limited or prohibited by the terms of this Agreement, ReachTV shall be entitled to, and hereby reserves all rights necessary to, exploit, exercise, dispose of, and/or utilize any rights in, to, and with respect to the Service and the Programming without limitation and without prior notice or any obligation to the Airport System. Additionally, ReachTV shall indemnify the Airport System from any and all claims for royalties, fees, or cost for the use of any music, photographs, art works, any third party owned or controlled (intellectual) property or images generated by ReachTV at the Airport pursuant to this Agreement.

ReachTV agrees and acknowledges that the sole right of copyright in, and rights of copyright with respect to, the Airport System's Spots and Airport-wide audio/video alerts, messages, advertisements, and/or promotional announcements belong, as between the Airport System and ReachTV, to the Airport System, and that ReachTV shall not acquire, obtain, or claim any copyright or the proprietary ownership interest therein or thereto by virtue of this Agreement. To the extent of the Airport System's rights, the Airport System shall be entitled to, and hereby reserves all rights necessary to, exploit, exercise, dispose of, and/or utilize any rights in, to, and with respect to the Airport System's Spots and Airport-wide audio/video alerts, messages, and public service announcements without limitation and without prior notice or any obligation to ReachTV whatsoever.

9. SERVICE, MARKETING, AND OTHER RELATED RESEARCH.

ReachTV may perform observational studies or analyses and conduct oral and written surveys and polls of Airport patrons within the Approved Installation Areas, for the limited purposes of collecting information and other data related to the Service in general and the traffic flow and viewing opportunities within each area where Service Equipment has been installed during the Term of this Agreement, subject to the express written approval of the Airport System which may be granted or withheld in its sole and absolute discretion and in compliance with any applicable rules established by the Airport System or any other governing authority, including the possession of any permit required therefor. ReachTV or its designee shall notify the Airport System in writing prior to conducting or performing such activities and request such written approval from the Airport System. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, ReachTV shall not have any obligation under this Agreement to perform or conduct any such research at the Airport. ReachTV shall present its research conclusions with respect to the Service in general to the extent relevant to its operations at the Airport to the Airport System upon reasonable request; however, ReachTV shall retain all rights of ownership with respect to such research and conclusions related thereto. Notwithstanding the foregoing, it is expressly agreed that ReachTV shall not be obligated to disclose to the Airport System any research information, conclusions, and/or data specifically related to one or more advertisers.

If, during the Term of this Agreement, ReachTV undertakes or causes its vendor, contractor, or consultant to undertake one or more media research studies or surveys related to the Airport or the Service, including but not limited to passenger surveys conducted at the Airport, ReachTV shall provide the Airport System with the results of each such study. ReachTV shall also provide the Airport System with results of any other research, studies, or passenger surveys related to the Airport or the Service and completed by ReachTV or any other party on its behalf during the Term of this Agreement and subject to the terms and conditions hereof.

10. PAYMENT OF GUARANTEED AMOUNT.

A. Guaranteed Amount. For the privileges granted to ReachTV hereunder, ReachTV shall pay to the Airport System the greater of (i) the Guaranteed Amount of Fifteen Thousand Dollars (\$15,000.00) per quarter per the terms of this Agreement, or (ii) the Airport System Revenue Share Payment. Such determination of payment shall be in accordance with the following: within thirty (30) days of the Commencement Date and each calendar quarter thereafter, and upon receipt by ReachTV of a valid invoice from the Airport System, ReachTV shall deliver payment of the Guaranteed Amount for the current quarter to the Airport System. In addition, ReachTV shall calculate the Airport System's Revenue Share Payment for the immediately preceding calendar quarter. If the Airport System's Revenue Share Payment for such prior quarter exceeds the Guaranteed Amount previously paid to the Airport System for that quarter, ReachTV shall pay the Airport System the difference within thirty (30) days following the end of such calendar quarter. If the enplaned passengers using the gates within the Airport for any calendar year after 2024 decreases by twenty percent (20%) or more below the level of enplaned passengers for the previous calendar year, then the Guaranteed Amount that the Concessionaire is required to pay will be reduced proportionately to the reduction in the number of enplaned passengers for that specific year.

B. Performance Guarantee. ReachTV shall deliver to the Director on or before the execution of this Agreement, and shall keep in force throughout the term hereof, either an irrevocable letter of credit in favor of Airport System drawn upon a bank satisfactory to Airport System or a surety bond payable to Airport System. If a letter of credit is delivered it shall be in the form set forth in **Exhibit E** to this Agreement. The foregoing shall be in a form and content satisfactory to Airport System, shall be conditioned on satisfactory performance of all terms, conditions, and covenants contained herein during the term hereof, and shall stand as security for payment by ReachTV of all valid claims by Airport System hereunder. If a bond shall be delivered, it shall be issued by a sound indemnity company authorized to do business in Texas. The amount of the irrevocable letter of credit or surety bond to be delivered by ReachTV to the Director on or before the date of the Lease Agreement shall be **Thirty Thousand U. S. Dollars (\$30,000)**. The amount of the irrevocable letter of credit or surety bond shall be adjusted as necessary so that such amount shall at all times equal at least one-half the total annual rental payable by ReachTV to Airport System hereunder.

In addition, if the Airport System has paid any amount or has incurred any obligation or expense for which ReachTV has agreed to be responsible hereunder, ReachTV shall reimburse the Airport System for such amounts within thirty (30) days after the Airport System's request for payment.

C. Payment. The Guaranteed Amount shall be paid in advance within ten (10) days of the first day of each calendar year quarter (January 1, April 1, July 1, and October 1). All payments hereunder to the Airport System shall be paid to the Airport System by delivery to:

San Antonio Airport System
City of San Antonio
c/o Frost National Bank
P.O. Box 1958
San Antonio, TX 78297-1958; or

sent electronically (via wire or ACH). For payments made via wire or ACH, please send an email to Accounts Receivable box aviationar@sanantonio.gov to receive the appropriate documents needed to process the funds transfer, unless and until the Airport System directs in writing that payment be made to another address.

D. Reports. Within forty-five (45) days of the end of each quarter after the first full quarter of the Term, ReachTV shall deliver to the Airport System a report which shall include all data, information,

and calculations used by ReachTV to determine the Airport System's Revenue Share Payment payable hereunder for that quarter, including backup for ReachTV's calculations of applicable Viewing Audience and the amount of any payments made to the appropriate entity at each of the other participating airports. Upon written request of the Airport System and reasonable notice, ReachTV shall make certain records available to the Airport System for review during normal business hours as necessary to ascertain that the payments required hereunder have been made to the Airport System in accordance with this Agreement. Notwithstanding the foregoing, the Airport System shall have no right to review any of ReachTV's books and records related to sales projections, or any confidential information related to ReachTV's individual advertisers. Reports shall be submitted to ConcessionsSalesReports@sanantonio.gov.

Within one hundred and twenty (120) days after the beginning of each calendar year, ReachTV shall deliver to the Airport System an audited report summarizing ReachTV's Service Revenue, the Service Revenue Pool, the Airport System Revenue Share Payment, and the calculations used to determine those amounts, and the total amount paid to and/or owed to all participating airports (or their designees), including the Airport, for the immediately preceding calendar year. The report shall be prepared and certified by an independent Certified Public Accountant, selected at ReachTV's sole discretion and sole cost.

E. Sales, Use, or Other Taxes. ReachTV shall be solely responsible for the payment of any sales, income, excise and use taxes, including payments in lieu thereof, if any, or any other taxes (other than taxes calculated on the income or profit of the Airport System), levies, betterments, fees or charges, whether in existence on the date hereof or becoming applicable during the Term, which may be assessed against ReachTV or the Airport System in relation to ReachTV's operations hereunder, the revenue derived therefrom or the Service Equipment, or any other personal property or fixtures of ReachTV (singularly a "Tax" and collectively, "Taxes") without right of reimbursement in whole or part from the Airport System. ReachTV shall pay all Taxes directly to the taxing authority before any delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for their non-payment. If applicable, ReachTV hereby agrees to indemnify, defend, and hold harmless the Airport System from and against all claims by any taxing authority that the amounts paid directly by ReachTV to such taxing authority, were less than the total amount of taxes due, and for any sums including interest and penalties payable by Airport System as a result thereof. The provisions of this Section shall survive the expiration or termination of this Agreement.

ReachTV may contest in good faith for its own account and at its own expense, the validity or amount of any Tax, provided ReachTV shall indemnify the Airport System against any resulting loss, cost, and expense. ReachTV shall not permit or suffer a lien or encumbrance on the Approved Installation Areas or any of ReachTV's Service Equipment or other property of ReachTV by reason of failure to pay any Tax.

F. Additional Sums Due the Airport System. If the Airport System has paid any sum or has incurred any obligation or expense for which ReachTV agreed to pay or reimburse the Airport System, or if the Airport System is required or elects to pay any sum or incur any obligation or expense because of the failure, neglect, or refusal of ReachTV to perform or fulfill any of the terms or conditions of this Agreement, then the same shall be deemed additional fees due hereunder, and ReachTV shall, immediately upon demand, reimburse the Airport System therefor.

G. Books and Records. ReachTV shall keep accounts, books, and records pertaining to services performed and reimbursable expenses incurred in a true and accurate manner and on the basis of generally accepted accounting principles (GAAP), and in accordance with such reasonable requirements to facilitate review as the Airport System may require. ReachTV shall retain and keep available to the Airport System all accounts, books, and records relating to this Agreement for the later of three (3) years following the expiration of the Term of this Agreement or, in the event of litigation or claims arising out of or relating

to this Agreement, until such litigation or claims are finally adjudicated and all appeal periods have expired. Upon seventy-two (72) hours' advance notice, the Airport System or a representative on behalf of the Airport System, shall have the right to inspect, review, or audit (hereafter referred to as an "Audit") during normal business hours, the accounts, books, records, and activities of ReachTV necessary to determine compliance by ReachTV with the provisions and requirements of this Agreement. ReachTV shall provide access to any facilities, personnel, and systems relating to this Agreement and allow interviews of any of ReachTV's personnel or others who might reasonably have information related to such records.

ReachTV shall keep such accounts, books, and records as required to be maintained by this Agreement at its location. Upon the Airport System's reasonable request, and at ReachTV's own expense, it shall make such accounts, books, and records available to the Airport System upon reasonable notice from the Airport System at a site acceptable to the Airport System. The Airport System, at its expense, shall have the right to photocopy or otherwise duplicate those accounts, books, and records as the Airport System determines to be necessary or convenient in connection with the Audit. ReachTV's accounts, books, or records have been generated from computerized data; ReachTV shall provide the Airport System or its representative with extracts of the data files in a computer readable format acceptable to the Airport System. Notwithstanding the foregoing, the Airport System shall have no right to review any of ReachTV's books and records related to sales projections or any confidential information related to ReachTV's individual advertisers.

The provisions of this Section shall survive termination of this Agreement.

11. PROTECTION OF THE SERVICE.

The Airport System shall not have any right to record, duplicate, or redistribute all or any portion of the Service nor shall the Airport System authorize any such recording, duplication, or redistribution of the Service unless specifically and expressly authorized in advance in writing by ReachTV. The Airport System agrees to cooperate fully and in good faith with ReachTV and/or its agent or representative for the purposes of securing and preserving ReachTV's rights herein and in and to the Service.

The Airport System shall not be liable to ReachTV for any loss of business or damages sustained by ReachTV as a result of any change in the operation or configuration of, or any change in any procedure governing the use of, including but not limited to governmental actions affecting the Airport or any terminal therein.

12. DISCLAIMER.

Neither ReachTV nor its suppliers nor any person or entity acting for or on behalf of ReachTV has made or makes any warranties, express or implied, including, without limitation, implied warranties of merchantability or fitness for a particular purpose with respect to any product or service to be supplied by ReachTV hereunder, excepting those made with respect to the content of Programming, all of which other warranties are hereby expressly disclaimed. Any remedies of the Airport System for any breach of this Agreement by ReachTV shall be limited to those expressly provided herein and ReachTV shall not have any liability to the Airport System under any circumstances whatsoever for any incidental, indirect, or consequential damages.

13. INDEMNITY, LIMITATION OF LIABILITY, INSURANCE.

A. Indemnification.

1. By ReachTV. ReachTV shall indemnify and hold harmless the Airport System, its affiliates, and their directors, officers, employees, and agents from and against any third-party actions, demands, liabilities, suits or proceedings (“**Claims**”) arising out of: (i) any Claim for actual injuries or death of any person or damage to any property directly caused by the Service Equipment provided by ReachTV; (ii) the Programming infringing any patent, copyright, trademark, trade secret right, or other intellectual property right, including without limitation rights of privacy and publicity (“**Indemnification Claim**”); (iii) any wilful, intentional, or grossly negligent action by ReachTV or any ReachTV contractor; and (iv) any third party Claim arising out of a breach by ReachTV of its representations or warranties, hereunder.
 - i. Notwithstanding the foregoing, ReachTV shall have no liability for any Claims (whether direct or indirect) to the extent such Claim or corresponding expenses and costs arise out of or result, in whole or in part, from: (A) the Airport System’s negligence or wilful misconduct; or (B) breach by the Airport System of any of its representations, warranties, or obligations hereunder.
 - ii. Notwithstanding the foregoing, ReachTV shall have no liability for any Infringement Claim to the extent based upon or arising from: (A) any modification by the Airport System of the Programming; (B) any Programming created from the Airport System materials or at the Airport System’s request to the extent the alleged infringement arose from such materials or instructions or the combination thereof; or (c) any Airport System Spot.
 - iii. In the event of an Infringement Claim, ReachTV, at its option, may procure rights for the Airport System to use the Programming, modify such Programming to make such Programming non-infringing, or replace the Programming with a non-infringing equivalent which is materially equivalent.

The indemnitee shall: (i) promptly give written notice of the Claim to the indemnitor; (ii) give the indemnitor sole control of the defense and settlement of the Claim (provided that, indemnitor may not settle or defend a claim unless it unconditionally releases indemnitees of all liability and may not settle any Claim without indemnitee’s express written consent); and (iii) provide to the indemnitor at indemnitor’s cost, all reasonable assistance.

IN NO EVENT WILL REACHTV BE LIABLE TO THE AIRPORT SYSTEM FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. REACHTV’S AGGREGATE LIABILITY TO THE AIRPORT SYSTEM AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS AND OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE FEES PAID BY REACHTV TO THE AIRPORT SYSTEM IN THE TWELVE [12] MONTH PERIOD PRECEDING THE CLAIM.

No later than 30 days before the scheduled work under this Agreement, ReachTV must provide a completed Certificate(s) of Insurance to City of San Antonio Aviation Department, 9800 Airport Boulevard, San Antonio, Texas 78216, Attn: Airport Concessions Manager. The certificate must be: clearly labeled with the legal name of the event in the Description of Operations block; completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);

- properly endorsed and have the agent’s signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer’s authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City’s Aviation Department. No officer or employee, other than CITY’S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, ReachTV certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City’s Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

ReachTV shall obtain and maintain in full force and effect for the duration of this Agreement, at ReachTV’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best’s rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the ReachTV claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

<i>INSURANCE TYPE</i>	<i>LIMITS</i>
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors* f. Damage to property rented by you* g. Explosion, Collapse, Underground Property*	For Bodily Injury and Property Damage \$5,000,000 per occurrence; \$10,000,000 general aggregate d. \$500,000 (Contractual Liability) *f. \$300,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$2,000,000 per occurrence if AOA access required \$5,000,000 CSL
5. Professional Liability*	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. Property Insurance	One Hundred Percent (100%) replacement value for Structure, and replacement cost coverage of eighty percent (80%) of actual cash value for improvements and betterments

7. Umbrella or Excess Liability Coverage	\$5,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage. (per occurrence limit depends on scope of operation)
8. Installation Floater	All Risk Policy written on occurrence basis for 100% replacement cost of "equipment & materials" to be installed to any new or existing structure.
*If Applicable	

ReachTV must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of ReachTV and provide a certificate of insurance and endorsement that names ReachTV and CITY as additional insureds. ReachTV shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. ReachTV must comply with such requests within ten (10) days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio Aviation Department
ATTN: Airport Concessions
9800 Airport Boulevard, Suite A2128
San Antonio, Texas 78216

ReachTV’s insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers’ compensation and professional liability policies.
- Endorsement that the “other insurance” clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY’s insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers’ compensation, employers’ liability, general liability and auto liability policies in favor of CITY; and
- Provide thirty (30) days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, ReachTV shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend ReachTV’s performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon ReachTV's failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order ReachTV to stop work and/or withhold any payment(s) which become due to ReachTV under this Agreement until ReachTV demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which ReachTV may be held responsible for payments of damages to persons or property resulting from ReachTV's or its subcontractors' performance of the work covered under this Agreement.

ReachTV's insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

ReachTV and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

14. DAMAGE OR DESTRUCTION.

A. Relief in Event of Significant Damage. If any portion of the Airport facilities in which ReachTV operates hereunder, or any portion of the Cable as described in Section 4.A(1) and used in connection with the Service is destroyed or damaged by fire, explosion, the elements, public enemy, or other casualty, and such destruction or damage materially interferes with ReachTV's operation of the Service, the Airport System may, in its sole discretion, provide ReachTV with alternate facilities or cabling reasonably equivalent to the damaged or destroyed facilities or cabling sufficient to enable ReachTV to operate the Service; or, at the Airport System's option, the Airport System may repair such Cable; or the Airport System may terminate this Agreement upon ninety (90) days prior written notice in its sole and absolute discretion. If the Airport System does not provide alternate facilities or cabling; or repair such Cable; or terminate this Agreement within ninety (90) days after such damage occurs, this Agreement may be terminated by either Party hereto by notice to the other Party within ten (10) days after the expiration of said ninety (90) day period. The minimum annual concession fee shall be equitably abated during any period that ReachTV's operation of the Service is prevented or substantially impaired as a result of damage as described in this Section 14.A.

B. Damages Caused by ReachTV. Notwithstanding the foregoing, if the damage or destruction referred to above is caused by the gross negligent act or omission of ReachTV, its officers, agents, servants, employees, contractors, or subcontractors, the Airport System shall have no obligation to provide relief to ReachTV hereunder, and the Airport System may, in its discretion, require ReachTV to promptly complete repair and reconstruction of the damaged or destroyed property of the Airport System or Cable, or any portion thereof, and pay the costs thereof, or the Airport System may repair and reconstruct said facilities or Cable and ReachTV shall be responsible for reimbursing the Airport System for the costs and expenses incurred in such repair or reconstruction.

C. Limits to the Airport System's Repair or Reconstruction. Notwithstanding any other provision hereof, the Airport System shall have no obligation to ReachTV to repair damage to the Airport's facilities or cabling, and the Airport System shall in no event be obligated to repair, replace, or reconstruct any equipment or other property of ReachTV or to pay any cost with respect thereto. ReachTV shall be

solely responsible for the repair, replacement, or reconstruction of its equipment and any improvements installed by ReachTV.

15. DEFAULT BY REACHTV.

A. Events of Default. Any of the following events shall constitute an Event of Default hereunder:

1) The failure of ReachTV to make any payment required to be made by ReachTV hereunder when due as herein provided, which failure is not remedied within thirty (30) days after receipt by ReachTV of the Airport System's written demand;

2) The failure of ReachTV to keep, observe, or perform any of the other covenants or agreements herein required to be kept, observed, or performed by ReachTV and continued failure to observe or perform any such covenant or agreement after a period of thirty (30) days after receipt by ReachTV of the Airport System's written demand;

3) Commencement by ReachTV, in any court pursuant to any statute of the United States or of any State, territory or government, of an insolvency or bankruptcy proceeding including, without limitation, a proceeding for liquidation, reorganization, or for the adjustment of its indebtedness;

4) Commencement of any insolvency or bankruptcy proceeding (including, without limitation, a proceeding for liquidation, reorganization, or for adjustment of indebtedness) against ReachTV, if an order for relief is entered against such party and the same is not stayed or vacated within thirty (30) days after entry thereof, or if such party fails to secure a discharge of the proceedings within sixty (60) days after the filing thereof;

5) The making by ReachTV of an assignment for the benefit of its creditors or the filing of a petition for or the entering into an arrangement with its creditors;

6) The appointment or sufferance of a receiver, trustee, or custodian to take possession of all or substantially all of the property of ReachTV or of any guarantor or surety of this Agreement. whether or not judicial proceedings are instituted in connection with such appointment or sufferance;

7) The placement of any lien upon any improvements, fixtures, trade fixtures, signs, equipment, or other property installed or used by ReachTV at the Airport which is not discharged of record within thirty (30) days, or any levy under any such lien.

B. Remedies Upon ReachTV's Default. Upon the occurrence of any Event of Default, as defined in Section 15.A above, the Airport System may pursue any of the following remedies, and/or such other remedies as may be available to the Airport System at law or equity:

1) The Airport System may terminate this Agreement by giving notice thereof to ReachTV. In such event, the Term of this Agreement shall cease as of the date of such notice of termination and any and all rights, title, and interest of ReachTV hereunder shall likewise cease without further notice or lapse of time, as fully and with like effect as if the entire Term, of this Agreement had elapsed; or

2) Without terminating this Agreement, terminate ReachTV's right to operate the Service and recover immediately from ReachTV damages calculated as follows:

- a. all unpaid fees that had been earned at the time of termination of ReachTV's right to operate the Service pursuant to the Terms of this Agreement, together with
- b. the amount by which the unpaid fees earned after the date of termination of ReachTV's right to operate the Service until the time of award of a new agreement for the Service exceeds the amount of the loss of fees that ReachTV proves has been or could have reasonably been avoided, together with
- c. the worth, at the time of such award, of the amount by which the unpaid fees for the balance of the Term after the time of award of a new agreement for the Service exceeds the amount of the loss of fees that ReachTV proves could reasonably be avoided. (For purposes of this Subsection, the worth, at the time of award, of such amount shall be determined by discounting such amount in accordance with accepted financial practice at the rate of four percent (4%) per annum to its present worth.)

Upon entry of judgment for such damages, as described above, this Agreement shall be deemed terminated.

C. Further Provisions Regarding Default.

1) Upon any termination for default, ReachTV shall pay to the Airport System upon demand all of the unpaid fees and other sums due from ReachTV hereunder prior to the date that the Airport System terminates the Agreement. ReachTV shall have the right to access all Equipment installation areas and remove such Equipment for a period of sixty (60) days following the effective date of termination.

2) No waiver of any covenant or condition or of the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of such covenant or condition or to justify or authorize the non-observance on any other occasion of the same or of any other covenant or condition hereof.

3) The rights and remedies given to the Airport System by this Agreement shall not be exclusive, and in addition thereto, the Airport System shall have such other rights and may pursue such other remedies as are provided by law or in equity. All such rights and remedies shall be deemed to be cumulative, and the exercise of one such right or remedy by the Airport System shall not impair its standing to exercise any other right or remedy.

16. TERMINATION RIGHTS.

A. The Airport System. In addition to the right to terminate upon an Event of Default or under Section 3 as previously described, the Airport System may, at its option, terminate this Agreement if it determines in its sole reasonable discretion and notifies ReachTV that the Service provided hereunder causes significant interference with the orderly operation of the Airport's primary business of facilitating air travel and no modification of the Service that is acceptable to ReachTV will satisfactorily remedy the interference.

B. ReachTV. In the event that one of the following circumstances should occur, ReachTV may, at its sole option, terminate the Agreement upon giving thirty (30) days written notice to the Airport System:

1) ReachTV's determination, in its sole discretion, to discontinue providing the Service to all airports within the United States of America;

2) the default by the Airport System in the performance of any material covenant or agreement herein required to be performed by the Airport System, and the failure of the Airport System to remedy such default for a period of thirty (30) days after receipt of written notice by ReachTV to remedy the same; or

3) provided ReachTV is not then in default hereunder, the inability of ReachTV to deliver the Service or otherwise perform its obligations as contemplated hereunder by reason of any law, regulation, or act of any governmental authority or court of competent jurisdiction.

C. Effect of Termination. Upon any termination of this Agreement pursuant to the terms of Section 3, 16.A or 16.B above, ReachTV or the Airport System, as the case may be, shall be relieved of any and all liability, including without limitation, further payment obligations hereunder, except with respect to amounts owing by ReachTV but unpaid to the Airport System for any period prior to the date of termination, or other acts or omissions of ReachTV occurring prior to the date of termination. Upon the expiration or earlier termination of this Agreement, ReachTV shall, at ReachTV's option, (1) transfer all right, title, and interest in and to the Service Equipment to the Airport System, or (2) at ReachTV's sole cost and expense, promptly and diligently remove the Service Equipment, which may include the Service Equipment owned by the Airport System in which case the Airport System shall transfer all right, title, and interest in and to the Service Equipment to ReachTV or a ReachTV Related Party (as defined below) and shall restore the areas in which the Service Equipment was located to its prior condition, normal wear and tear excepted.

17. ASSIGNMENT; SUBCONTRACTORS.

A. Airport System's Rights to Approve Assignments and Subcontracts. ReachTV shall not sell, assign, sublease, sublicense, or transfer this Agreement or any of its rights and privileges hereunder or permit any such sale, assignment, sublease, sublicense, or transfer to occur by operation of law, or contract for the performance of any of the services to be provided by it hereunder without the Airport System's prior written approval, which approval may be granted or withheld by the Airport System in its sole discretion. The Airport System may condition its approval of any such sale, assignment, sublease, sublicense, or transfer upon the assignee having the duty to perform under the Agreement and assuming the resulting payment obligations.

B. Change of Control. If ReachTV is a corporation the issuance or sale, transfer, or other disposition of a sufficient number of shares of stock in the company to result in a change of control of ReachTV shall be deemed an assignment of this Agreement for purposes of this Section 17. If ReachTV is a partnership, transfer of any interest in the partnership, which results in a change in control of such ReachTV, shall be deemed an assignment of this Agreement for purposes of this Section 17. Notwithstanding the foregoing, a sale, transfer, or other disposition of shares of stock or interests resulting in a change of control of ReachTV to an existing entity controlled by, controlling, or under common control of ReachTV ("ReachTV Related Party") shall not be deemed an assignment of this Agreement; provided that such entity (i) has the same experience as ReachTV in providing Services; (ii) has financial net worth at least equal to that of ReachTV at the time of such sale, transfer or disposition; and (iii) does not create a special concern of the Airport System as a public entity regarding any proposed purchasers or transferee's character or reputation in the community.

C. Subcontractors and Employees. Notwithstanding the foregoing, the Airport System expressly acknowledges ReachTV's right to engage the services of one or more third parties to assist ReachTV in the performance of its obligations and responsibilities hereunder; provided, however, that any such third parties performing functions at the Airport meet any requirements imposed by the Airport System on contractors

providing similar services to the Airport, and by engaging any such third party, ReachTV shall not be relieved of any obligation or representation hereunder.

18. Reserved.

19. AIRPORT SYSTEM'S RIGHT TO REPAIR OR ALTER FACILITIES.

Notwithstanding any other provisions herein contained, the Airport System shall have the absolute right to make any repairs, alterations, and additions to any portion of the Airport and the terminals free from any and all liability to ReachTV for disruption to ReachTV's activities during the completion of any such repairs, alterations, or additions or for any loss of business or damages sustained by ReachTV for whatever reason as a result of the making of any such repairs, alterations, or additions. Notwithstanding the foregoing (and subject to the pertinent provisions with respect to removal and relocation of Service Equipment contained in Section 5 above), the Airport System agrees to use reasonable efforts to notify ReachTV of the need to make such repairs, alterations, and/or additions in advance in an effort to minimize any disruption to ReachTV's operations.

20. REQUIRED, GENERAL AND MISCELLANEOUS PROVISIONS.

A. Agreements with the United States and Trust Agreement. This Agreement is subject and subordinate to the provisions of any agreement heretofore or hereafter made between the Airport System and the United States, the execution of which is required to enable or permit transfer of rights or property to the Airport System for Airport purposes or expenditure of federal grant funds for Airport improvement, maintenance, or development. ReachTV shall reasonably abide by requirements of agreements entered into between the Airport System and the United States, and shall consent to amendments and modifications of this Agreement if required by such agreements or if required as a condition of the Airport System's entry into such agreements. ReachTV agrees to consent to amendments or modifications to this Agreement reasonably required in the opinion of legal counsel to the Airport System, who shall have recognized expertise in bond matters to assure the Airport System's compliance with its obligations thereof, or with the obligations of successor or additional Trust Agreements into which the Airport System may enter in the course of issuing additional or refunding bonds as permitted by law.

B. Right to Amend. In the event that the TSA or FAA or its successors require modifications or changes in this Agreement as a condition precedent to the granting of its approval or to the obtaining of funds for improvements at the Airport, ReachTV hereby consents to any and all such modifications and changes as may be reasonably required except that, if any such modifications and/or changes have a material adverse effect on ReachTV's operations, ReachTV may, in lieu of consenting to such changes, elect to terminate this Agreement by written notice to the Airport System within thirty (30) days after the date that ReachTV is required to consent to such changes.

C. Civil Rights and Non-Discrimination. With respect to ReachTV's exercise of all uses, rights, and privileges herein granted, ReachTV shall abide by and comply with the Civil Rights and Non-Discrimination provisions set forth in **Exhibit D** attached hereto and made a part hereof, as such provisions may be interpreted or amended from time to time by the United States Department of Transportation, and the Airport System.

D. Governing Law; Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas (without regard to the principles of conflict of laws thereat). The venue for any action arising out of or in connection with this Agreement shall be any state or federal court of competent jurisdiction within Bexar County, Texas, and the Airport System and ReachTV hereby submit to the exclusive jurisdiction of those courts for purposes of any such proceeding. ReachTV and the Airport

System hereby **KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY** in any action, proceeding, or counterclaim brought by either Party against the other or any matter whatsoever arising out of or in any way connected with this Agreement, including, but not limited to, any claim for injury or damage.

E. Right to Modify. The Parties hereto covenant and agree that, during the Term hereof, the Airport System, upon advice of its legal counsel, may unilaterally modify this Agreement in order to conform to judicial or Federal Trade Commission rulings or opinions. This Section shall not preclude ReachTV from contesting said rulings or opinions, but ReachTV shall abide by the unilateral change while such a challenge is pending. Except as otherwise specifically provided in this Agreement, this Agreement may not be modified except by a written instrument signed by both Parties.

F. Remedies; Attorney's Fees and Costs. All remedies provided to the Airport System in this Agreement shall be deemed cumulative and additional, and not in lieu of or exclusive of each other or of any other remedy available at law or in equity arising hereunder.

G. Warranty of ReachTV as to Conflicts of Interest. ReachTV represents and warrants to the Airport System, that, except as may be disclosed in an Addendum hereto, no member, officer, employee, or agent of the Airport System has any interest, direct or indirect (excluding the ownership of any publicly traded shares of any company), in the business of ReachTV to be conducted hereunder, and that no such persons shall have any such interest at any time during the Term hereof.

H. Public Announcements. The Parties agree to use their respective best efforts to cooperate with each other regarding the timing and the content of any public releases, promotional materials, or other announcements related to this Agreement or the Service (to the extent the other Party is referenced in such materials) prior to the issuance thereof provided, however, that the Airport System shall obtain ReachTV's prior written consent if any such release or public announcement includes the trade name, trademark, or service mark of ReachTV or one of its affiliated entities.

I. Notices. All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given on the date delivered if delivered in person or by hand delivery, or by overnight mail by a nationally recognized courier (so long as the courier issues a receipt), or on the third (3rd) business day after it is mailed if mailed by registered or certified mail, postage prepaid, return receipt requested, and mailed in the United States to the respective Parties as follows:

If to ReachTV: **Travel Content LLC**
806 South Douglas Street, Suite 300
Coral Gables, Florida 33134
Attention: Chief Executive Officer
Email to: lynnwood.bibbens@reachtv.com

With a copy to: **Ink**
Blackburn House
Blackburn Road
London, NW6 1RZ
United Kingdom
Attention: Chief Operating Officer
Email to: legal.notices@reachtv.com

If to the Airport System: **The City of San Antonio, Department of Aviation**
9800 Airport Blvd.
San Antonio, Texas 78216

Attention: Concessions
Email to: SAT-Notices@sanantonio.gov

or to such other person's attention or to such other address as either Party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon actual receipt.

J. No Third-Party Beneficiaries. Except as specifically provided in this Agreement nothing contained in this Agreement shall be construed to confer upon or give to any person or entity other than the Parties hereto, any rights or benefits or remedies under or by reason of this Agreement. Further, no Party to this Agreement shall have any rights hereunder not expressly granted to such Party herein.

K. Miscellaneous Provisions.

1) ReachTV, at its own cost and expense, shall procure and keep in force during the Term of this Agreement, all necessary licenses, registrations, certificates, bonds, permits, and other authorizations as are required by law in order for ReachTV to perform its operations hereunder, and shall pay all taxes (including sales and use taxes), assessments (including, without limitation, stormwater utility fees), excises, license, certification, permit, and examination fees and impact fees which may be assessed, levied, exacted, or imposed by all governmental authorities having jurisdiction, on ReachTV's property, on its operations, on its income, on this Agreement and the fees payable to the Airport System hereunder, on the rights and privileges granted to ReachTV herein, on the premises and on any and all improvements on the premises, and ReachTV shall make and file all applications, reports, and returns required in connection therewith.

2) ReachTV agrees to repair promptly, at its sole cost and expense and in a manner acceptable to the Airport System, any damage caused by ReachTV or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees to the Airport or any improvements or property located thereon.

3) ReachTV is not authorized to act as the Airport System's agent hereunder and shall have no obligation to the Airport System, express or implied, to act for or bind Airport System hereunder and nothing contained in this Agreement shall be deemed or construed by the Airport System or ReachTV or by any third party to create the relationship of partnership, joint venture, or landlord and tenant. No provision of this Agreement shall be deemed to make the Airport System the joint employer of any employee of ReachTV.

4) The Airport System, through its designated agents, shall have the right during ReachTV's normal business hours (and at any time during an emergency) to inspect the premises and the property of ReachTV located thereon, in order to ensure compliance with the provisions of this Agreement and for the purpose of inspecting the condition of the Service and the Service Equipment.

5) The headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of any provision of this Agreement.

6) Time is of the essence of this Agreement.

7) This Agreement will inure to the benefit of and shall be binding upon the Parties hereto and their authorized successors and assigns.

8) If any covenant, condition, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such holding shall not affect the validity of any other covenant, condition, or provision contained herein.

9) Except as otherwise provided herein, if certain action may be taken only with the consent or approval of the Airport System, or if a determination or judgment is to be made by the Airport System, such consent or approval may be granted or withheld, or such determination or judgment shall be made, in the sole discretion of the Airport System.

L. Entire Agreement. This Agreement, together with the Exhibits attached hereto, constitute the entire agreement between the Parties hereto with respect to the subject matter hereof, and any prior agreements, representations, or statements made with respect to such subject matter, whether oral or written, and any contemporaneous oral agreements, representations, or statements with respect to such subject matter, are superseded hereby.

M. Consequential Damages. Neither Party, its members, directors, officers, agents, or employees shall be liable to the other party for any loss of business or any indirect, incidental, special or consequential damages or lost profits arising out of or relating to this Agreement or its performance or non-performance hereunder.

N. No Personal Liability. No member, director, officer, partner, or employee of either Party shall be charged personally or held contractually liable under any term or provision of this Agreement or because of any breach thereof or because of the execution or attempted execution of this Agreement.

O. Labor Harmony. ReachTV agrees that with respect to the installation, maintenance, repair, and operation of the Service and Service Equipment, it shall employ only labor which can work in harmony with all elements of labor being employed at the Airport.

P. Holding Over. If ReachTV, with the consent of the Airport System, shall hold over after the expiration of the Term, the Agreement shall continue on a month to month basis. ReachTV shall pay a concession fee equal to the Guaranteed Amount for the previous year of the Term prorated for each month of the hold over period and ReachTV shall be bound by the terms of this Agreement. If ReachTV shall hold over after the expiration of the Term of this Agreement, without the Airport System's consent, the License shall continue as a tenancy at sufferance at one hundred fifty (150%) percent of the Guaranteed Amount for the previous year prorated for each month of the hold over tenancy and ReachTV shall otherwise be bound by the terms of this Agreement, as far as applicable. Any holding over, even with the consent of the Airport System, shall not constitute an extension or renewal of this Agreement.

Q. No Accord and Satisfaction. All payments received by the Airport System shall be credited to the amounts first then due. No statement or endorsement on any check or in any letter shall be deemed an accord and satisfaction of any debt or obligation hereunder. The Airport System hereby reserves the right to accept any payment without prejudicing in any way its right to recover the balance due after such payment or to pursue any other remedy provided in this Agreement or by law.

R. Certificate of Compliance with Laws. ReachTV shall comply with laws of the State of Texas, prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status. In addition, ReachTV shall comply with all federal and state laws, rules and regulations applicable to its activities under this Agreement, including, but not limited to, those enumerated in **Exhibit D**, attached hereto.

S. Waiver. Failure on the part of the Airport System or ReachTV to complain of any action or non-action on the part of the other, no matter how long the same may continue, shall never be a waiver by the

Airport System or ReachTV, respectively, of their rights hereunder. Further, no waiver of any provisions hereof by the Airport System or ReachTV shall be construed as a waiver of any of the other provisions hereof or as a waiver at any subsequent time of the same provisions. The consent or approval of the Airport System or ReachTV to any action requiring such consent shall not be construed to waive or render unnecessary the Airport System's or ReachTV's consent or approval to any subsequent similar act by the other.

T. Force Majeure. In the event that either Party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, pandemic, fire, or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the Party delayed in performing work or doing acts required under the terms of this Agreement ("Force Majeure Event"), then performance of such act shall be excused for the period of the actual delay attributable to such causes, and the period from the performance of any such act shall be extended for a period equivalent to the period of such delay (any such delay is herein referred to as an "Unavoidable Delay"). This Section shall not be applicable to ReachTV's obligations to procure insurance to pay the Guaranteed Amount, or any other sums, moneys, costs, charges, or expenses required to be paid by ReachTV hereunder. If any provision of this Agreement negates or limits the period of any force majeure extension, such provision shall override this Section. ReachTV shall not be entitled to an extension for any Unavoidable Delay unless ReachTV has given the Airport System notice of the delay within a reasonable time following the occurrence of the delaying event.

U. Counterpart. This License may be executed in multiple counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument. For purposes of the execution of this License, the Parties agree that this License may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as a manual signature. Delivery of a copy of this License bearing an original or electronic signature by facsimile transmission, electronic mail in portable document format ("pdf"), digital signature software application, or any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing a manual or electronic signature.

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EXHIBIT A

San Antonio International Airport APPROVED INSTALLATION AREAS

Headend Room: MDF BOL-010-01

The following areas are served:

<u>Gate</u>	<u>Gate(s) Served</u>	<u>LED's/Mount Type</u>	<u>Speakers</u>
A2	A1 and A3	1 Ceiling	2 Ceiling
A4	A5	1 Ceiling	2 Ceiling
A6	A7	1 Ceiling	2 Ceiling
A8	A9	1 Ceiling	2 Ceiling
A10		1 Ceiling	2 Ceiling
A11		1 Ceiling	2 Ceiling
A12		1 Ceiling	2 Ceiling
A13		1 Ceiling	2 Ceiling
A14		1 Ceiling	2 Ceiling
A15	A17	1 Ceiling	2 Ceiling
A16		1 Ceiling	2 Ceiling
B1A		2 Wall	
B3	B1	1 Wall	2 Ceiling
B4	B2	1 Wall	2 Ceiling
B6	B8	1 Wall (Pivot)	2 Ceiling
B7	B5 and B9	1 Wall (Pivot)	2 Ceiling
Concessions Office		1 Wall	

Total Displays Terminal A:	11
Total Displays Terminal B:	6
Concessions Office	1
Total Displays:	18
Total Gates Served:	27

EXHIBIT B

SAN ANTONIO INTERNATIONAL AIRPORT SERVICE EQUIPMENT

Reception Equipment

CELabs CE420 Media Player
Meraki MX68 Firewall
Thor Encoder-Combiner-Modulator H-2SDI-QUAM-IPLL
Cisco Switch SG-300-20 (Existing)
Flat Panel monitor 16" Viewsonic VT1602L (Existing)
APC Smart UPS APSMT1500RM2 (Existing)
Switched PDU AP7900 (Existing)
Exterity AvediaPlayer r9310 IPTV Set-top Box (Existing)

Exhibition Equipment (Per Location)

LG Electronics 49SM5KD-B 49" LED HD Display (Existing)
Exterity AvediaPlayer r9310 IPTV Set-Top Box with remote (Existing)
Bogen Ambient Noise Sensor ANS-501 (Existing)
Bogen Audio Relay VAR-1 (Existing)
RDL EZ-PA20 Stereo Audio Amplifier (Existing)

EXHIBIT C

SUMMARY OF REACHTV'S POLICIES AND PRACTICES REGARDING THE ACCEPTANCE OF ADVERTISING AND PROMOTIONS ON REACHTV NETWORKS AND WEB SITES

This summary is not a statement, representation or warranty that these policies and practices are in compliance with the applicable codes or laws governing advertising in any of the countries or territories covered by the transmission of ReachTV's networks and/or web sites.

ReachTV reserves the right to review all advertising and to accept, reject or require editing of any advertisement or promotional message for any reason whatsoever, including but not limited to, those it deems false, misleading, deceptive, offensive, in poor taste, and/or inconsistent with the editorial content of the programming, network or web site. All advertisements must comply with the applicable laws, rules and regulations of the countries or territories covered by the transmission of the services. Without limiting the generality of the foregoing, certain categories of advertisements will not be accepted without ReachTV's prior consent, which such consent may be withheld by ReachTV for any reason whatsoever. These categories include the following:

1. Advocacy – An advocacy advertisement is any advertisement that advocates a political, religious or controversial public position. Advocacy advertisements do not include political advertisements from a qualified candidate for political office, which the Operator may accept subject to applicable laws, rules and regulations.
2. Cigarettes, Tobacco, and Marijuana – Advertising for cigarettes, tobacco, and marijuana, whether for medical or recreational use, including retail outlets featuring such products (e.g., marijuana dispensaries or tobacco shops).
3. Betting or Gambling - Only advertising for lotteries or contests that are consistent with applicable federal, state and local regulation are acceptable. All other gambling or betting services, including but not limited to gambling tutorial sites, may not be accepted.
4. Weapons, Ammunition, and Fireworks
5. Competitive Advertisements - A competitive advertisement is any advertisement that promotes or features a television network or program not owned by ReachTV, as well as all merchandise related thereto.
6. 900 Phone Numbers
7. Contraceptives and Birth Control - Ads for contraceptive products and birth control services.
8. “NC-17” Rated Movies
9. Adult Entertainment, Pornography or Adult Novelty Products
10. Alcohol Advertisements
 - a. Advertisements for alcoholic beverages (including beer, malt beverages, wine and hard liquor) may be permitted, provided that they do not air in programming that attracts an audience where less than 71.6% of the audience is aged 21 or over.

- b. Hard liquor advertisements are not allowed during NCAA programming on any ReachTV network.

All such alcohol advertisements (including beer, malt beverages, wine and hard liquor) must be in good taste, compliant with industry guidelines and contain an acceptable social responsibility statement.

11. “High Risk” Investments (e.g., commodities, options, foreign exchange)
12. “High Risk” Business Opportunities (e.g., “get rich quick” schemes and business opportunities)
13. Herbal Supplements or Weight Loss Products Advertisements with sensational claims
14. Tattoo Parlors and Body Piercing Studios
15. Unlawful and/or Illegal Goods (e.g., Counterfeit Goods)
16. Psychic Services and Other Pseudo-Sciences (e.g., Fortune Tellers and the Occult)
17. Dating/Single Services - Advertising for chat lines or web sites that are overtly sexual in nature.
18. Foreign Language Advertisements - Foreign language advertisements include all advertising primarily in a language other than the language of the programming for each Network.
19. Medical Devices & Services.
20. Obscenity. Advertisements should not include profanity, obscene language, images or offensive terms.
21. Newsy Ads. Advertisements must not resemble our news editorial content; ads that mimic a real news presentation will be reviewed on a case-by-case basis. Exceptions may be made when those ads are overtly satirical or comical.
22. Public Symbols, Figures, etc. ReachTV may request proof of the advertiser’s right to use a public figure’s image in an advertisement. The use of the image of the U.S. president or member of his family is not acceptable. The use of public symbols such as flags is heavily regulated in several regions, please consult Standards & Practices.

The above is not intended to be comprehensive and is provided only as a summary guidance with respect to ReachTV’s advertising policies and practices. ReachTV reserves all rights necessary to amend, modify and/or supplement this summary at any time.

EXHIBIT D
MANDATORY FEDERAL CONTRACT PROVISIONS

As used in this Exhibit, the terms “contractor” or “Contractor” shall refer to “Travel Content LLC” and/or “ReachTV”.

I.GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

II. TITLE VI CLAUSES COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-Discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

III. TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

IV. FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

V. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

EXHIBIT E

SAMPLE LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

BENEFICIARY

City of San Antonio
c/o Aviation Department
9800 Airport Boulevard
San Antonio, Texas 78216

At the request of A, we B, hereby open this IRREVOCABLE STANDBY LETTER OF CREDIT NO. C in your favor up to an aggregate of USD D (\$) available by your draft(s) on us at sight.

We warrant to you that all of your drafts under this IRREVOCABLE STANDBY LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION OF YOUR DRAFT(S) drawn on us and presented to us at the office via courier, located at E, E on or before the expiration set forth below or future expiration date as indicated below. Our obligation under this Letter of Credit is the individual obligation of the Bank, in no way contingent upon reimbursement with respect thereto or upon our ability to perfect any lien or security interest.

All drafts must be marked "Drawn Under B Letter of Credit No. C dated _____, 20 ." Partial Drawings under this Letter of Credit are permitted.

Drafts must be accompanied by a statement from the City Manager of the City of San Antonio, or her designee, stating that "A has not performed certain terms, conditions or covenants contained in the San Antonio International Airport Agreement by and between the City of San Antonio and A or mandated by City of San Antonio Ordinance for operating at San Antonio International Airport Facilities."

This IRREVOCABLE LETTER OF CREDIT expires at the close of business on F, 20 . This IRREVOCABLE LETTER OF CREDIT shall be automatically extended without amendment for additional periods of one (1) year from the present or each future expiration date unless we have notified you in writing not less than sixty (60) days before such date that we elect not to extend the Letter of Credit for such additional period, such notice to be sent by registered or certified mail to you at the address herein. Upon receipt by you of such notice you may draw on us at sight for the balance remaining in this Letter of Credit within the then applicable expiration date, no statement required.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 and ISP 98.

The parties hereby irrevocably agree that exclusive jurisdiction for all disputes arising out of or relating to this Letter of Credit shall lie with courts of the State of Texas and that exclusive venue shall lie in Bexar County, Texas.

All correspondence and any drawing hereunder are to be directed to _____ . Customer Inquiry Number is (XXX) XXX-XXXX.

Bank Officer /Representative

LEGEND:

- A – INSERT APPLICANT NAME, E.G. AIRLINE’S NAME
- B – INSERT NAME OF ISSUING BANK
- C – INSERT L/C IDENTIFICATION NUMBER

D – INSERT DOLLAR VALUE OF INSTRUMENT

E – INSERT EXACT ADDRESS OF BANK OFFICE WHERE DRAFT MUST BE PRESENTED

F – INSERT EXPIRATION DATE OF AGREEMENT PLUS SIXTY DAYS