

**STATE OF ALASKA
DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES
TED STEVENS ANCHORAGE INTERNATIONAL AIRPORT**

**AGREEMENT ADA-31935
SUPPLEMENT NO. 2**

THIS SUPPLEMENT to Concession Agreement ADA-31935, by and between the State of Alaska, Department of Transportation and Public Facilities, Ted Stevens Anchorage International Airport, hereafter referred to as the "State," whose address is P.O. Box 196960, Anchorage AK 99519-6960, and Alaska Channel (Concessionaire) whose address is P.O. Box 100519, Anchorage, AK 99510.

WITNESSETH:

WHEREAS, on the 28th day of February 2014, the State and the Concessionaire hereto entered into a Concession Agreement (Agreement), designated as Advertising Concession Agreement ADA-31935; and

WHEREAS, in Supplement No. 1, the State and Concessionaire desires to extend the Agreement. The Concessionaires agrees to make additional minimum investment of \$210,000 as required under Article XI (Construction, Remodeling, and Refurbishment) Section E (Refurbishment Requirement); and

WHEREAS, the State and Concessionaire desires to exercise the extension options in the Agreement through March 31, 2024.

WHEREAS, the parties find it will be to their mutual advantage to supplement, amend, or revise the Agreement;

NOW, THEREFORE, in consideration of the foregoing, the Agreement is hereby supplemented, amended, or revised in the following particulars only, viz:

- I. Article XI "CONSTRUCTION, REMODELING, AND REFURBUSHIMENT"
Section B "Investment Requirement", Subsection 1, "Credit for Additional Investment", is amended to read as follows"

"7. Credit for Additional Investment: The Concessionaire agrees to advance up to an additional \$150,000 to replace equipment and displays the Concessionaire deems necessary in 14 locations that the State previously agreed to pay for and which were accordingly specified as "Airport-provided" in the Concessionaire's proposed breakdown of investment. This capital will be used only for these locations and not for locations budgeted within the \$370,941 initial infrastructure investment. The State may request to add additional displays, or digital, video and static production advertisements for display to this credit amount that also were not budgeted in the initial infrastructure investment. The

Concessionaire will receive 100% credit against concession fees due under this Agreement until any outstanding amounts of these advances are reimbursed."

- II. The airport and Concessionaire agree to include the Gate Hold Lounge TV program, initially two-hour loop featuring already produced mini Alaskan videos, as part of the Concessionaires advertising program. The concessionaire's responsibilities will include licensing imagery for the term of our contract, assembling and editing the program, installing equipment to provide a signal which will be distributed over the existing coaxial cable, and updating the programming 4 times per year. As part of the program, the airport agrees to provide a \$25,000 reimbursement credit to offset initial development costs (i.e. hardware, software and editing). The airport will work separately to provide an audio solution over its wifi network so travelers can listen to the TV on their mobile devices.
- III. The effective date of this supplement is January 1, 2020.

ALL OTHER TERMS, PROVISIONS, AND COVENANTS REMAIN UNCHANGED.

IN WITNESS WHEREOF, the parties have set their hands and day and year as stated in the acknowledgments below.

I certify on behalf of the below named corporation that the requested changes made through this Supplement are true and accurate.

ALASKA CHANNEL

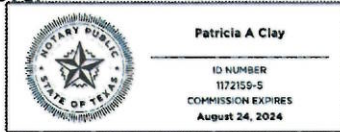
By: Robert S Kaufman

Title: President

STATE OF Texas)
) ss.
 Dallas)
(Judicial District or County)

THIS IS TO CERTIFY that on this 11th day of December, 2020 before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared Robert S Kaufman, known to me to be an officer of the above named corporation, and who executed the same for and on behalf of said corporation, and who is fully authorized by said corporation so to do.

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



Patricia A. Clay
Notary Public in and for Texas
My Commission Expires: 08/24/2024

Notarized online using audio-video communication

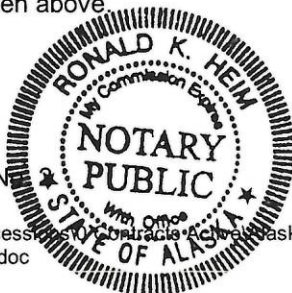
Entered into on behalf of the State of Alaska, Department of Transportation and Public Facilities, Ted Stevens Anchorage International Airport.

Javier O. Robison
Concessions Manager

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, 2017 before me, the undersigned, a Notary Public in and for the State of Alaska, duly sworn and commissioned, appeared Debra L. Herrick, known to me to be the Senior Airline Leasing Officer of Ted Stevens Anchorage International Airport, Department of Transportation and Public Facilities, State of Alaska, and who acknowledged to me that the foregoing instrument was executed freely and voluntarily on behalf of the State of Alaska, Department of Transportation and Public Facilities, Ted Stevens Anchorage International Airport, for the uses and purposes therein set forth and who is authorized by said State of Alaska so to do.

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



Ronald K. Heim
Notary Public in and for Alaska

Supplement No. 2

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ADA-31935

My Commission Expires: until office