

**AMENDMENT TO AGREEMENT
BETWEEN
THE REGIONAL TRANSIT AUTHORITY
AND
VECTOR MEDIA HOLDING, CORP.
(FORMERLY LAUREL NEW ORLEANS, LLC)**

THIS AMENDMENT (“Amendment”), is made and entered into between the New Orleans Regional Transit Authority (“RTA”), located at 2817 Canal St., New Orleans, Louisiana, 70119 and Vector Media Holding, Corp., formerly Laurel New Orleans, LLC (“Company”) , located at 3613 Hessmer Avenue, Suite 200, Metairie, Louisiana 70002 for the public purposes hereinafter stated. This Amendment shall be effective as of August 25, 2024 (“Effective Date”).

WITNESSETH:

WHEREAS, on April 18, 2008, the RTA entered into an agreement with Laurel New Orleans, LLC to construct, erect, install, repair and maintain certain shelters for the exclusive right to sell advertising on those shelters (the “Agreement”);

WHEREAS, in 2019 Laurel New Orleans, LLC merged with Vector Media Holding Corp. and is now operating as Vector Media Holding Corp;

WHEREAS, the Agreement has been amended four times (Resolutions 09-047, 10-051, 13-031, and 18-070; and

WHEREAS, the RTA and the Company, each having the authority to do so, desire to enter this Amendment to add additional terms and conditions.

NOW THEREFORE, for good and valuable consideration, the RTA and the Contractor amend the Agreement as follows:

1. **Extension.** The term is extended for an additional 7 months from August 25, 2024 through March 31, 2025. Thereafter the term shall extend on a month-to-month basis until such time as either Party terminates the Agreement by issuing a 30-day written notice of cancellation.
2. **Fees.** The company shall clean and repair transit shelters in the downtown area in an amount not to exceed \$250,000 to be paid from fees owned to RTA from advertising revenue, subject to terms in Section 9: Maintenance as amended in Change Order #3.
3. **Prior Terms Binding.** Except as otherwise provided by this Amendment, the terms and conditions of the Agreement remain in full force and effect.
4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Amendment, but all of which, when taken together, shall constitute one and the same agreement.

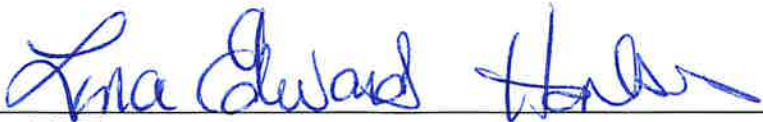
5. **Electronic Signature and Delivery.** The Parties agree that a manually signed copy of this Amendment and any other document(s) attached to this Amendment delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment. No legally binding obligation shall be created with respect to a Party until such Party has delivered or caused to be delivered a manually signed copy of this Amendment.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the RTA and the Company, through their duly authorized representatives, execute this Agreement.

REGIONAL TRANSIT AUTHORITY

BY: 

LONA EDWARDS HANKINS
CHIEF EXECUTIVE OFFICER

VECTOR MEDIA HOLDING, CORP.

BY: 

MARC BORZYKOWSKI
CHIEF EXECUTIVE OFFICER