

SECOND AMENDMENT AND EXTENSION TO SUBCONCESSION AGREEMENT

THIS SECOND AMENDMENT AND EXTENSION TO SUBCONCESSION AGREEMENT (“**Amendment**”) is made and entered into as of this 1 day of January, 2022, by and between **URW AIRPORTS, LLC** (formerly known as Westfield Concession Management, LLC), a Delaware limited liability company (“**Concessionaire**”) and **SOUNDBALANCE MCO, LLC**, a Florida limited liability company (“**Subconcessionaire**”).

WHEREAS, by written Subconcession Agreement dated October 30, 2013 (which Subconcession Agreement and all addenda, amendments, assignments and modifications thereof are hereinafter called the “**Agreement**”), Concessionaire’s predecessor-in-interest did sublease unto Subconcessionaire approximately 925 square feet of space in the North Terminal Complex more commonly known as Space No. 14 (“**Premises**”) at Orlando International Airport, located in the City of Orlando, County of Orange, State of Florida; and

WHEREAS, the parties hereto mutually desire to extend, amend and supplement said Agreement as hereinafter provided, and to obtain the Greater Orlando Aviation Authority’s (“**Aviation Authority**”) approval of this Amendment;

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

1. **Term Extension.** The Term of the Agreement is hereby extended for an additional period of approximately six (6) months, commencing on January 1, 2022 and expiring on June 30, 2022 (“**Second Extended Term**”). The terms and conditions contained in the Agreement shall apply during the Second Extended Term except as follows:

(a) **Minimum Annual Subconcession Fee.** The Minimum Annual Subconcession Fee shall be \$0.00 during the Second Extended Term.

(b) **Percentage Fee.** The Percentage Fee shall be in the amount of thirteen percent (13%) of Subconcessionaire’s Gross Receipts for each calendar month during the Second Extended Term.

2. **Effective Date.** This Amendment shall become binding upon the parties when executed by both parties and approved by the Aviation Authority. The terms and provisions hereof shall apply and become effective as an amendment to the Agreement as of, on and after the date hereof and shall continue in effect until otherwise amended by the parties in writing or until the expiration or sooner termination of the Agreement.

3. **Electronic Signature.** Pursuant to the Electronic Signatures in Global and National Commerce Act (ESIGN) the Parties hereby expressly agree to the use of certificate-based electronic signature software operated by **DocuSign** for execution of this Amendment. The certificate-based electronic signature generated by this software shall have the same legal effect as a handwritten signature and shall be admissible evidence of the Parties’ mutual intent to be legally bound by this Amendment. The Parties declare that they have received all information required to be fully aware of the certificate-based electronic signature process, and each Party hereby waives any challenge against the enforceability of this Amendment based on the use of such certificate-based electronic signature software.

In connection with the execution of this Amendment each signatory accepts and acknowledges that their personal data will be processed for the purpose of authentication of their electronic signature and constitution of a record of proof of its validity. Such personal data will be transferred to DocuSign, as

data processor in charge of the electronic signature platform. For further details regarding such data processing, and the exercise of all rights related to personal data protection legislation, the signatories should refer to the data processing disclaimer which will be available via the DocuSign platform during the signature process.

4. **Entire Agreement.** All terms not expressly defined herein shall have the same meanings as ascribed to them in the Agreement. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements. Except as amended herein, all of the terms and provisions of the Agreement between the parties shall remain in full force and effect during the Term. In case of any inconsistency between the provisions of the Agreement and this Amendment, the later provision shall govern and control.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

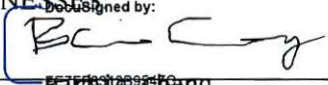
IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed the day and year first above written.

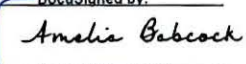
ATTEST:

By: _____
Print Name: _____
Title: _____

OR

TWO WITNESSES:

(1) 
Print Name: Barbie Chang


(2) 
Print Name: Amelia Babcock

ATTEST:

By: _____
Print Name: _____
Title: _____

OR

TWO WITNESSES:

(1) 
Print Name: Robert I. Mcowan, CEO

(2) 
Print Name: Greg Tobias, General Counsel

CONCESSIONAIRE:

URW AIRPORTS, LLC,
a Delaware limited liability company

By: 
C4F9755A1838486...

Print Name: Andrea Kahn

Its: Assistant Secretary

SUBCONCESSIONAIRE:

SOUNDBALANCE MCO, LLC,
a Florida limited liability company

By: 
Print Name: Toby Keir,

Its: CEO

This Amendment is approved by the Greater Orlando Aviation Authority this 14 day of January, 2022.

ATTEST:

By: [Signature]
Board Manager

**GREATER ORLANDO AVIATION
AUTHORITY**

By: [Signature]
Chief Executive Officer

[OFFICIAL SEAL]

APPROVED AS TO FORM AND LEGALITY
On the 13th day of January, 2022
for the use and reliance of the Greater Orlando
Aviation Authority, only.

By: [Signature]

Certificate Of Completion

Envelope Id: 4B4F60A1C17C45AFBEF0CE8C608F7C16
Subject: Please DocuSign: Soundbalance 14 MCO Amd2 TEX (1.6.22).pdf
Source Envelope:
Document Pages: 4 Signatures: 3
Certificate Pages: 3 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
Barbie Chang
2049 Century Park East, 41st floor
Century City, CA 90067
barbie.chang@urw.com
IP Address: 172.248.182.66

Record Tracking

Status: Original
1/11/2022 10:11:35 AM

Holder: Barbie Chang
barbie.chang@urw.com

Location: DocuSign

Signer Events

Andrea Kahn
andrea.kahn@urw.com
Assistant Secretary
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Andrea Kahn
C4F9755A1838488...

Signature Adoption: Pre-selected Style
Using IP Address: 76.91.9.169

Timestamp

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Viewed: 1/11/2022 10:27:17 AM
Signed: 1/11/2022 10:27:32 AM

Electronic Record and Signature Disclosure:

Accepted: 1/11/2022 10:27:17 AM
ID: b822020f-e496-458b-997b-36da4d5d4602

Barbie Chang
barbie.chang@urw.com
Westfield
Security Level: Email, Account Authentication (None)

DocuSigned by:
Barbie Chang
EE7FF6313B9547C...

Signature Adoption: Pre-selected Style
Using IP Address: 172.248.182.66

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Signed: 1/11/2022 10:28:42 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Amelia Babcock
amelia.babcock@urw.com
Westfield
Security Level: Email, Account Authentication (None)

DocuSigned by:
Amelia Babcock
48CE29A5D992427...

Signature Adoption: Pre-selected Style
Using IP Address: 47.229.57.135

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Signed: 1/11/2022 11:02:59 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/11/2022 10:14:50 AM

Certified Delivered

Security Checked

1/11/2022 11:02:47 AM

Signing Complete

Security Checked

1/11/2022 11:02:59 AM

Completed

Security Checked

1/11/2022 11:02:59 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Pursuant to the Electronic Signatures in Global and National Commerce Act (ESIGN) the Parties hereby expressly agree to the use of certificate-based electronic signature software operated by DocuSign for execution of this agreement/lease. The certificate based electronic signature generated by this software shall have the same legal effect as a handwritten signature and shall be admissible evidence of the Parties' mutual intent to be legally bound by this agreement. The Parties declare that they have received all information required to be fully aware of the certificate-based electronic signature process, and each Party hereby waives any challenge against the enforceability of this agreement based on the use of such certificate-based electronic signature software.