### FIRST AMENDMENT TO SUBCONCESSION AGREEMENT

THIS FIRST AMENDMENT TO SUBCONCESSION AGREEMENT ("Amendment") is made and entered into as of this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 2022, by and between URW AIRPORTS, LLC (formerly known as Westfield Concession Management, LLC), a Delaware limited liability company ("Concessionaire") and XPRESSPA ORLANDO, LLC, a New York limited liability company ("Subconcessionaire").

WHEREAS, by written Subconcession Agreement dated June 25, 2015 (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 769 square feet of space in the North Terminal Complex more commonly known as Space No. 20A ("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 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. Re-concept of the Premises. In consideration of Concessionaire entering into this Amendment and the Aviation Authority granting its approval of this Amendment, Subconcessionaire hereby covenants and agrees with Concessionaire that Subconcessionaire shall re-concept the Premises from "XpresSpa" to "XpresCheck." Subconcessionaire shall, at its sole cost and expense, complete the scope of work to reconcept the Premises, and shall commence and complete such scope of work no later than the dates indicated below. All such scope of work to be performed by Subconcessionaire shall be completed in accordance with and subject to all of the applicable terms and provisions of the Agreement and in accordance with the most recent version of the Aviation Authority's Design Guidelines and Display Standards. The scope of work to be completed by Subconcessionaire shall include, at a minimum, the following: installation of partition walls to create privacy during administration of Approved Tests and Approved Vaccines (as hereinafter defined under Item 8 of this Amendment), new signage (temporary storefront signage and blade signage), and new seating. For the avoidance of doubt, the temporary storefront signage shall be subject to prior written approval by Aviation Authority and Concessionaire.

Subconcessionaire hereby agrees that the scope of work to the Premises shall be commenced by Subconcessionaire on or before March 3, 2022 ("Re-concept Commencement Date") and shall be completed and the Premises reopened for business to the public no later than thirteen (13) days following the Re-Concept Commencement Date ("Re-concept Completion Date"). Subconcessionaire shall submit all plans required to be approved by Concessionaire and the Authority, apply for all required permits from the City in order to obtain all required Permits on or before three (3) days prior to the Re-concept Commencement Date. If Subconcessionaire fails to commence the required re-concept to the Premises on or before the Re-concept Commencement Date, and such failure shall be due to the fault of or delay caused by Subconcessionaire, the parties agree that it is and will be impracticable and extremely difficult to determine the actual damages suffered by Concessionaire. The parties have agreed that in order to compensate Concessionaire for its loss, Subconcessionaire shall pay, as liquidated damages and not as a penalty, the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day Subconcessionaire delays the commencement of the re-concept to the Premises after and including the Re-concept Commencement Date. Further, if Subconcessionaire fails to complete the re-concept and reopen for business to the public by the Re-concept Completion Date, and such failure shall be due to the fault of Subconcessionaire, the parties agree

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that it is and will be impracticable and extremely difficult to determine the actual damages suffered by Concessionaire. The parties have agreed that in order to compensate Concessionaire for its loss. Subconcessionaire shall pay, as liquidated damages and not as a penalty, the amount of <u>Five Hundred Dollars</u> (\$500.00) per day for each day Subconcessionaire delays its reopening of business to the public after and including the Re-concept Completion Date. Subconcessionaire shall continue to pay all Subconcession Fees and other charges due and payable under the Agreement during the re-concept to the Premises.

- 2. <u>Trade Name</u>. The definition of "Trade Name" in Article 1 of the Agreement is hereby deleted in its entirety and replaced as follows: "XpresCheck."
- 3. <u>Minimum Annual Subconcession Fees.</u> Commencing upon the Re-concept Completion Date and continuing through remainder of the Term, the Minimum Annual Subconcession Fee shall be revised to Zero Dollar (\$0.00). As such, Article 5.A.(1) of the Agreement shall be deleted in its entirety and replaced as follows:
  - "A. **Subconcession Fees.** Subconcessionaire shall pay to Concessionaire the following Subconcession Fees. Concessionaire and Subconcessionaire acknowledge and agree that the rentals provided for in this Agreement represents the fair market value for the lease of the Premises. The rentals payable by Subconcessionaire under this Agreement does not take into account the volume or value of any referrals. It is the intention of the parties for the provisions of this Agreement to meet the space rental safe harbor to the federal Anti-Kickback Statute (42 C.F.R. § 1001.952 (b)), the rental of office space exception to the Stark II prohibition of physician referrals (42 U.S.C. § 1395nn (e)(1)(A)), and the fair market value compensation exception to the Stark II statute (42 C.F.R. § 411.357).
  - 1. <u>Minimum Annual Subconcession Fee</u>. A Minimum Annual Subconcession Fee in the amount of <u>Zero Dollars (\$0.00)</u>. The Minimum Annual Subconcession Fee shall be prorated for any Agreement Period which is less than twelve (12) full months."
- 4. <u>Percentage Fee.</u> Commencing upon the Re-concept Completion Date and continuing through remainder of the Term, the Percentage Fee shall be revised to ten percent (10%) of Subconcessionaire's Gross Receipts for each calendar month. As such, Article 5.A.2 of the Agreement shall be deleted in its entirety and replaced as follows:
  - "2. <u>Percentage Fee.</u> The Percentage fee shall be in the amount of ten percent (10%) of Subconcessionaire's Gross Receipts for each calendar month."
- 5. <u>Maintenance of Premises/Utilities</u>. The following paragraph is hereby incorporated into the Agreement under Article 7.N.6 as follows:

"The cost of utilities shall include, without limitation, the separation, storage, and disposal of all biohazardous and medical waste. In addition, Subconcessionaire, at Subconcessionaire's sole expense, shall provide all janitorial services to the Premises at levels equal to first in class medical centers, by authorized, licensed and insured medical janitorial companies. Subconcessionaire shall at all times be responsible for and obligated to properly dispose all medical waste using best practices in the medical and hospital industry. Subconcessionaire shall register as a medical waste general facility with the State in which the Premises are located as required by the applicable law. Subconcessionaire shall directly contract for the removal and disposal of such medical waste using only properly licensed and insured waste companies."

# 6. **Environmental Matters.** Article 7.S. is hereby incorporated into the Agreement as follows:

## "S. Environmental Matters.

Subconcessionaire shall observe, obey and cause its employees, agents, contractors, subcontractors, and licensees to observe and obey all applicable Environmental Laws (as hereinafter defined). Except as may be permitted by and only in compliance with applicable laws, including without limitation Environmental Laws, Subconcessionaire shall not allow any Hazardous Materials (as hereinafter defined) to exist or be stored, located, discharged, possessed. managed, processed, or otherwise handled on the Premises, and shall strictly comply with all Environmental Laws affecting the Premises, including, without limitation, those laws regarding the generation, storage, disposal, release and discharge of Hazardous Materials. Without limiting the generality of the foregoing, Subconcessionaire has not been, is not, and will not become involved in operations at the Premises involving Hazardous Materials, except as expressly permitted by and only in compliance with applicable laws. Subconcessionaire shall not use or allow the Premises to be used for the storage of any hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Subconcessionaire expressly warrants, represents and covenants that Subconcessionaire, its employees, agents, contractors and subcontractors and licensees shall strictly comply with the requirements of all Environmental Laws affecting the Premises and shall immediately notify Concessionaire and Aviation Authority of any release or threat of release of Hazardous Materials at, upon, under, or within the Premises. No activity shall be undertaken on the Premises that would cause: (i) the Premises to be considered a hazardous waste treatment, storage or disposal facility as defined under any Environmental Laws; (ii) a release or threatened release of Hazardous Materials into any watercourse, surface or subsurface water or wetlands; or (iii) the discharge into the environment of any Hazardous Materials in each case requiring a permit under any Environmental Laws and for which no such permit has been issued. Subconcessionaire shall immediately notify Concessionaire and Aviation Authority in writing of: (i) any release or threatened release of Hazardous Materials or the occurrence of any other environmental problem or liability with respect to the Premises or any real property adjoining or in the vicinity of the Premises or such other property which could subject Subconcessionaire or the Premises to a claim under any Environmental Laws or to any restriction in ownership, occupancy, transferability or use of the Premises under any Environmental Laws; (ii) any lien filed, action taken or notice given of the nature described above; (iii) any notice from any governmental authority with respect to any release or threatened release of Hazardous Materials; or (iv) the commencement of any litigation or any information relating to any threat of litigation relating to any alleged unauthorized release of any Hazardous Materials or other environmental contamination, liability or problem with respect to or arising out of or in connection with the Premises. Subconcessionaire shall provide Concessionaire with copies of any notices of releases of Hazardous Materials which are given by or on behalf of Subconcessionaire to any federal, state or local agencies or authorities with respect to the Premises. Such copies shall be sent to Concessionaire concurrently with their being mailed or delivered to the governmental agencies or authorities. Subconcessionaire also shall provide Concessionaire with copies of any notices of responsibility or any other notices received by or on behalf of Subconcessionaire from any such agencies or authorities concerning any non-compliance with Environmental Laws on or about the Premises, including but not limited to notices regarding Hazardous Materials or substances located on or about the Premises. In addition, in connection with any litigation or threat of litigation affecting the Premises. Subconcessionaire shall deliver to Concessionaire any documentation or records as Concessionaire may reasonably request in connection with all such notices, inquiries and communications, and shall give written notice to Concessionaire of any subsequent developments.

"Environmental Laws" shall mean collectively, all applicable federal, state and local environmental, safety or health laws and ordinances and rules or applicable common law relating to the natural environment or public health including but not limited to laws regarding clean air, clean water, storm water and/or sewage disposal, underground storage tanks, drinking water use, transportation and/or disposal of soil and hazardous materials or wastes, and federal or state environmental reporting or oversight, including the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seg.), the Clean Air Act (42 U.S.C. §7401 et seg.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.). Federal Water Pollution Control Act, 33 U.S.C. §1251 et. Seq., as any of the foregoing may later be amended from time to time; any rule or regulation pursuant to them, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health or safety issues of or by the federal government, or any state or other political subdivision of it, or any agency, court or body of the federal government, or any state or other political subdivision of it, exercising executive, legislative, judicial, regulatory or administrative functions.

"Hazardous Materials" shall mean, but shall not be limited to, (i) any material or substance that, whether by its nature or use, is subject to regulation under any Environmental Laws, or (ii) any material, substance or waste which is toxic, ignitable, explosive, corrosive or reactive, or (iii) any oil, petroleum product and any hazardous or toxic waste or substance or any substance which because of its quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitutes or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation, any asbestos (whether or not friable) and any asbestos-containing materials, lead paint, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs). Freon or other chlorofluorocarbons, toxic metals, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, urea formaldehyde foam insulation and chemical, biological and radioactive waste or any other similar materials which are included under or regulated by any Environmental Law, or such other material as designated in a notice from Concessionaire to Subconcessionaire (whether such notice is provided before or after Subconcessionaire first commences to use such material).

2. Subconcessionaire shall be responsible for and shall, with all due diligence, and at its sole cost and expense, take all actions (to the extent and at the time or from time to time) as shall be necessary or appropriate for the remediation of all releases of Hazardous Materials at or from the Premises including the removal, containment and remedial actions in accordance with all applicable Environmental Laws (and in all events in a manner reasonably satisfactory to Concessionaire and the Aviation Authority), and shall further pay or cause to be paid at no expense to Concessionaire or the Aviation Authority all clean-up, administrative, and enforcement costs of applicable government agencies or the parties protected by such Environmental Laws which may be asserted against the Premises. All costs (including without limitation those costs set forth above), damages, liabilities, losses, claims, expenses (including reasonable attorneys' fees and disbursements) which are incurred by either Concessionaire, or the

Aviation Authority, or the City in connection with any of Subconcessionaire's obligations, or warranties and representations, without the requirement that Concessionaire, or the Aviation Authority, or the City wait for the ultimate outcome of any litigation, claim or other proceeding, shall be paid as Additional Rent by Subconcessionaire to Concessionaire within thirty (30) days after notice to Subconcessionaire itemizing the amounts incurred to the effective date of such notice with interest thereon at the Default Rate from the date of payment by Concessionaire, or the Aviation Authority, or the City. If a lien is filed against Subconcessionaire's leasehold interest, the Premises, the Terminal or the Airport relating to Subconcessionaire's violation of any Environmental Laws, then Subconcessionaire shall, within twenty (20) days or such shorter period as may be required under any Environmental Laws, or if a governmental authority has commenced steps to cause any of the foregoing to be sold pursuant to such lien, either: (i) immediately pay the claim and remove the lien; or (ii) immediately furnish a cash deposit, bond or such other security as is satisfactory in all respects to Concessionaire and sufficient to effect a complete discharge of such lien.

- 3. Concessionaire reserves the right to annually conduct an environmental audit of the Premises and Subconcessionaire's operations, equipment, facilities and fixtures thereon. It shall be a default hereunder if the resulting audit report reveals non-compliance or violations by Subconcessionaire of any Environmental Laws. If the audit reveals any material non-compliance or material violations of any Environmental Laws by Subconcessionaire, Subconcessionaire shall pay for such audit and immediately commence to cure such non-compliance and/or violations.
- 4. Subconcessionaire hereby unconditionally, irrevocably and absolutely agrees to pay, indemnify, defend with counsel reasonably acceptable to Concessionaire, the Aviation Authority, the City and their respective members, officers, directors, employees, agents, shareholders, successors and assigns (collectively, the "Indemnified Parties"), for, from and against any and all damages, losses, liabilities, obligations, claims, litigation, demands, defenses, judgments, suits, proceedings, fines, penalties, costs, disbursements and expenses (including, without limitation reasonable attorneys' and experts' fees and expenses, clean-up costs, waste disposal costs and those costs, expenses, penalties and fines within the meaning of CERCLA), of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against any of the Indemnified Parties and arising from any violation or alleged violation by Subconcessionaire of Environmental Laws relating to the Premises or as a consequence of any of Subconcessionaire's interest in or operation of the Premises, including, without limitation, matters arising out of any breach by Subconcessionaire of its obligations under this Section. Subconcessionaire does further agree and covenant that none of the Indemnified Parties shall assume any liability or obligation for loss, damage, fines, penalties, claims or duty to clean up or dispose of Hazardous Materials, or other wastes or materials on or relating to the Premises regardless of any inspections or other actions made or taken by Concessionaire, or the Aviation Authority, or the City on such property. Notwithstanding the foregoing, the indemnity obligation of Subconcessionaire shall not apply to any liability. loss, or claim (a) resulting from actions taken by or on behalf of Concessionaire, or the Aviation Authority, or the City, their agents, employees and contractors which are caused solely by the negligence or willful misconduct by any of the foregoing, or (b) to the extent Subconcessionaire demonstrates that such liability, loss or claim was caused by the negligence or willful misconduct of any contractor or subcontractor working at the direction of Concessionaire, or the Aviation Authority, or the City. In addition, the covenants and indemnities of Subconcessionaire contained herein shall survive any exercise of any remedy by Concessionaire, or the Aviation Authority, or the City under this Agreement. Subconcessionaire agrees that the indemnification granted herein may be

enforced by any of the Indemnified Parties; however, that nothing contained herein shall prevent Concessionaire from exercising any other rights under this Agreement. Subconcessionaire shall give Concessionaire and the Aviation Authority a prompt written notice of any claims threatened or made or suit instituted against it which could result in a claim for indemnification hereunder. The provisions of this Section shall survive the expiration, termination or earlier cancellation of this Agreement for any claims, suits, demands, actions, liabilities, loss or damage which occur prior to the expiration, termination or earlier cancellation of this Agreement."

7. <u>Permitted Uses</u>. The following paragraph is hereby incorporated into the Agreement under Article 3.A.1 as follows:

"Subconcessionaire hereby represents and warrants that it will at all times be in compliance with all Stark/Ant-Kickback laws, as amended, rules and regulations as it related to the Premises and the Permitted Use and in compliance with all the HIPAA ("Health Insurance Portability and Accountability Act") laws, rules and regulations as it related to the Premises and the Permitted Uses."

8. <u>Exhibit B - Categories of Merchandise</u>. The first paragraph of Exhibit B of the Agreement is hereby deleted in its entirety and replaced as follows:

"For a non-exclusive operation of "XpresChcek" medical clinic, providing on-site screening and testing of coronavirus ("COVID-19") and other viruses, as authorized by the Center for Disease Control ("CDC") and National Institute of Health ("NIH") and any applicable state and local health authorities (collectively the "Approved Tests"), and administration of vaccines for COVID-19 and other viruses, as approved by the CDC and NIH and any applicable local health authorities ("Approved Vaccines"), and for no other use or purpose (collectively, the "Permitted Uses"). The Approved Tests and Approved Vaccines shall be administered by duly authorized and licensed professionals, under the direct control of the Subconcessionaire. Subconcessionaire shall use good faith efforts to price match the other COVID-19 testing operations' pricing for Approved Tests administered at the Airport, and agrees to price its services at competitive and reasonable market rates.

From time to time. Subconcessionaire may request in writing that new services may be performed on the Premises. which shall be **subject to the prior written consent of the Concessionaire and the Aviation Authority**. Such requests may include services typical to a travel medial clinic or urgent care clinic. Additionally, Subconcessionaire may request to sell products directly related to the medical testing facility services offered, such as personal protective equipment and/or other medical related items that are typically sold in similar medical clinics and/or other XpresCheck medical clinics. Any such request for sale of retail products, if approved by Concessionaire and Aviation Authority, shall not exceed fifteen percent (15%) of the total display area of the Premises."

- 9. **Surrender**. Article 2.C.4 is hereby incorporated into the Agreement as follows:
  - "4. At the expiration of the Term or earlier termination of this Agreement, Subconcessionaire shall peaceably surrender the Premises, free of Hazardous Materials (as hereinafter defined under Article 7.S) and free of any violation of any Environmental Laws (as hereinafter defined under Article 7.S). Upon surrender, Subconcessionaire shall provide Concessionaire with a report acceptable to Concessionaire showing the Premises free of Hazardous Materials."

- 10. **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.
- 11. <u>Electronic Signature</u>. 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.

12. <u>Entire Agreement.</u> 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:	CONCESSIONAIRE:
By: Print Name: Title: OR	By:  Brian Petrow  Brian Petrow
TWO WITNESSES ocusigned by:	Print Name: Brian Petrow  SVP - Airport Operations Its:
Print Name:  Barbres Charing  Docusigned by:  Amelia Babcock  Print Name:  Amelia Babcock  Amelia Babcock	Its:
ATTEST:	SUBCONCESSIONAIRE:
By: Cara Soffer Title: General Counsel	XPRESSPA ORLANDO, LLC, a New York limited liability company By:
OR	Print Name: Scott Milford
TWO WITNESSES:	
(1) Print Name:	Its: CEO
(2)	

\_day of This Amendment is approved by the Greater Orlando Aviation Authority this  $\mathcal{G}$ , 2022.

ATTEST:

Board Manager

[OFFICIAL SEAL]

GREATER ORLANDO AVIATION AUTHORITY

Aching Chief Executive Officer

APPROXED AS TO FORM AND LEGALITY On the day of the use and reliance of the Greater Orlando Aviation Amerity, only.

By: MOD

**Certificate Of Completion** 

Envelope Id: A4905301F4834646920741B7D8CE9B23

Subject: Please DocuSign: XpresSpa 20A MCO Amd1 v2 (2.23.22).pdf

Source Envelope:

Document Pages: 9 Signatures: 3 Certificate Pages: 3 Initials: 0

AutoNav: Enabled

Envelopeld 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 Holder: Barbie Chang Location: DocuSign

Signature

3/4/2022 7:39:56 AM barbie.chang@urw.com

Signer Events

DocuSigned by: Brian Petrow Brian Petrow brian.petrow@urw.com SVP, Airport Operations

Security Level: Email, Account Authentication

(None)

6B8AA15191F4407

Signature Adoption: Pre-selected Style Using IP Address: 73.22.209.60

**Timestamp** 

Sent: 3/4/2022 7:43:03 AM Viewed: 3/4/2022 7:49:11 AM Signed: 3/4/2022 7:49:37 AM

Electronic Record and Signature Disclosure:

Accepted: 3/4/2022 7:49:11 AM ID: bddeb84f-6d63-4dd4-bf5d-d7da95da278b

Barbie Chang

barbie.chang@urw.com

Westfield

Security Level: Email, Account Authentication

(None)

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

Sent: 3/4/2022 7:49:38 AM Viewed: 3/4/2022 7:50:14 AM Signed: 3/4/2022 7:50:30 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 4BCE29A5D992427...

Signature Adoption: Pre-selected Style Using IP Address: 107.77.229.49

Signed using mobile

Sent: 3/4/2022 7:50:31 AM Viewed: 3/4/2022 8:35:50 AM Signed: 3/4/2022 8:36:05 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	3/4/2022 7:43:03 AM
Certified Delivered	Security Checked	3/4/2022 8:35:50 AM
Signing Complete	Security Checked	3/4/2022 8:36:05 AM
Completed	Security Checked	3/4/2022 8:36:05 AM
Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure created on: 7/31/2020 11:44:06 AM Parties agreed to: Brian Petrow

# 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.