

FIRST AMENDMENT TO ZAGSTER SERVICES AGREEMENT

THIS FIRST AMENDMENT TO ZAGSTER SERVICES AGREEMENT (the “First Amendment”), made as of the 22nd day of February, 2019 (the “First Amendment Effective Date”) by and between, City of Smyrna, GA (“Municipality”) and Zagster, Inc. (“Zagster”), and amends that certain Services Agreement dated as of June 22nd, 2015 by and between the parties (the “Agreement”). Defined terms used herein shall have the meaning accorded to them in the Agreement unless otherwise defined herein. The consideration of the promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Bike Share.** (a) ***Bike Share Program.*** As of the Second Amendment Effective Date, Zagster will continue operation of the Bike Share Program with 20 (twenty) bikes that are branded with Zagster. (b) ***Rider Pricing and Fees.*** As of the Second Amendment Effective Date, Zagster may select and implement the fee schedule for all fees charged to Bike Share Program riders and will retain all such revenue. (c) ***Sponsorship.*** Zagster may obtain third party sponsors for the Bike Share Program and Zagster will retain all revenue related to such sponsors.

2. **Term.** The parties agree that the initial Launch Date under the Agreement was September 10th, 2015 and the current term is set to expire on March 7th, 2019. Further the parties agree that, notwithstanding Section 2 of Schedule A of the Agreement, the current term of the Agreement is hereby extended for one year, such that the current term will expire on March 7th, 2020. The Agreement will renew in accordance with Section 2 of Schedule A.

3. **Product Lines Fees and Service Lines Fees.** As of the Second Amendment Effective Date, the Product Line Fees and Service Line Fees will be as follows:

| | |
|-----------------------------|-----------------------|
| Product Fees | \$0.00 |
| Annual Service Fees (Bikes) | 20 bikes @ \$750/bike |
| TOTAL DUE | \$15,000 |

4. **Miscellaneous.** Except as amended hereby the Agreement remains in full force and effect. This First Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. Delivery of an executed signature page of this First Amendment by facsimile transmission by any of the parties hereto shall be as effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, this First Amendment has been duly executed as of the First Amendment Effective Date.

City of Smyrna, GA

By: _____

Date: _____

Name:

Title:

ZAGSTER, INC.

By: _____

Date: _____

Name:

Title: