

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 1 TO USE AND PERMIT AGREEMENT FOR
TRANSPORTATION NETWORK COMPANY
TAMPA INTERNATIONAL AIRPORT

WINGZ, INC.

HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 1 TO USE AND PERMIT AGREEMENT
FOR TRANSPORTATION NETWORK COMPANY
TAMPA INTERNATIONAL AIRPORT

THIS AMENDMENT No. 1 to that certain Use and Permit Agreement for Transportation Network Company at Tampa International Airport, dated August 3, 2017, by and between the HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate existing under the laws of the State of Florida ("Authority"), and WINGZ, INC., a corporation organized and existing under the laws of the State of Delaware and authorized to conduct business in the State of Florida ("Company") (individually and collectively referred to as the "Party" or "Parties") is made and entered into this 5th day of September, 2019 ("Amendment No. 1").

WITNESSETH:

WHEREAS, on August 3, 2017, Authority and Company entered into a Use and Permit Agreement for Transportation Network Company at Tampa International Airport (the "Agreement"); and

WHEREAS, the Agreement is expiring on September 30, 2019 and the parties desire to amend the Agreement to extend the Term, modify Uses, Privileges, and Restrictions under the Agreement, and modify Fees and Payments paid under the Agreement.

NOW, THEREFORE the Parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Amendment No. 1 is effective October 1, 2019.
3. ARTICLE 3, TERM, SECTION 3.02, Term, is hereby deleted in its entirety and replaced by the following:

Section 3.02 Term

The term of this Agreement will commence on August 3, 2017, and will continue through September 30, 2020, unless terminated earlier as provided herein.

4. ARTICLE 3, TERM, SECTION 3.03, Renewal Option, is hereby deleted in its entirety.
5. ARTICLE 4, USES, PRIVILEGES, AND RESTRICTIONS, SECTION 4.01, Authorization, is hereby deleted in its entirety and replaced by the following:

Section 4.01 Authorization

Company is authorized to do business at the Airport as a Transportation Network Company under the trade name Wings, Inc., and the TNC Vehicles accepting trip requests on its Digital Network will solely operate products known as Single-party rides on public roadways and in Authority Designated Areas on Airport property to stage TNC Vehicles and provide Prearranged Rides, all in accordance with the Rules and Regulations, Operating Directives, Policies and Standard Procedures of Authority. Company will inform TNC Drivers of the terms and conditions of this Agreement. Nothing in this Agreement shall be construed as granting or creating any license or franchise rights pursuant to any Federal, State or local laws, rules or regulations.

If Company desires to operate additional products at the Airport other than Single-party rides, it shall immediately notify Authority prior to commencing such additional products and, at Authority's sole option, Authority will determine if this Agreement may be amended or if a separate agreement will be required to accommodate such additional products. At no time will such additional products commence without the express approval of Authority.

6. ARTICLE 5, FEES AND PAYMENTS, SECTION 5.01(B) is hereby deleted in its entirety and replaced by the following:

5.01

B. Monthly Fee

During the term of this Agreement, Company will pay to Authority a Per-Trip Fee as listed below, without offset or demand, each time a TNC Driver crosses the established Geo-Fence as described in Section 4.20 above, and picks up a Rider(s).

Agreement Period	Per-Trip Fee Amount
Term: October 1, 2019 through September 30, 2020	\$5.00

Company acknowledges that the Per-Trip Fee is a fee payable by Company to the Authority under this Agreement and is not a fee imposed by Authority upon Riders. Authority does not require, but will not prohibit, a separate statement of and charge for the Per-Trip Fee provided that such Per-Trip Fee meets all of the following conditions:

(a) it is permitted by the laws of the State of Florida and all other applicable laws, including, without limitation, Federal Trade Commission requirements, as such laws exist as of the Effective Date of this Agreement, or as such laws may hereafter be amended; (b) it is titled "TPA, Tampa International Airport or Airport fee", or such other name as is first approved by the Authority in writing; (c) it will not be higher than the Per-Trip Fee established in this Agreement; and (d) Company will neither identify, treat, or refer to it as a tax or levy, nor state or imply that Authority is requiring the pass-through or collection thereof.

Company will report its Monthly Fee on Exhibit A, which is attached hereto and incorporated herein. Company will pay the Monthly Fee, but only to the extent that such amount exceeds the MAPF for the corresponding month. If the Monthly Fee calculated in accordance with this Section 5.01 is an amount less than the MAPF, no Monthly Fee will be payable for the corresponding month.

7. All references to "renewal option" under the Agreement are hereafter deleted and considered null and void.
8. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified and confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the Parties on the issues contained therein, either written or oral, and may be amended only by written instrument signed by both Parties.

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IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this 5th day of September, 2019

**HILLSBOROUGH COUNTY
AVIATION AUTHORITY**

ATTEST:

Lesley "Les" Miller, Jr., Secretary

Address: PO Box 22287
Tampa, FL 33622

WITNESS:

Signature

Printed Name


BY:

Robert I. Watkins, Chairman

Address: PO Box 22287
Tampa, FL 33622

LEGAL FORM APPROVED:

BY:



David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of September, 2019, by Robert I. Watkins, in the capacity of Chairman of the Board of Directors and Lesley "Les" Miller, Jr., in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, a public body corporate under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

WINGZ, INC.

Signed in the Presence of:

[Signature]

Witness

Andrew Vinh

Printed Name

[Signature]

Witness

Yiu Hao

Printed Name

BY:

[Signature]

Signature

CEO

Title

Christof Baumbach

Printed Name

795 Folsom St

Printed Address

San Francisco, CA 94107

City/State/Zip

WINGZ, INC.

STATE OF California

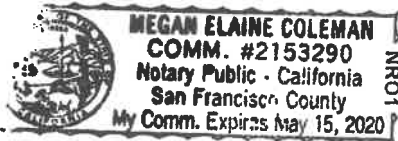
COUNTY OF San Francisco

The foregoing instrument was acknowledged before me this 13 day of August, 2019, by Christof Baumbach in the capacity of CEO
(Individual's Name) (Individual's Title)

At wingz inc, a corporation, on its behalf he is
(Company Name) (He is / She is)

personally known to me and has produced driver's license
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary



[Signature]
Signature of Notary

Megan Elaine Coleman
Printed Name

5/15/20
Date Notary Commission Expires (if not on stamp or seal)