

FIRST AMENDMENT TO
GROUND TRANSPORTATION OPERATING AGREEMENT FOR:
ON-DEMAND TAXI/FOR-HIRE PILOT PROGRAM

THIS FIRST AMENDMENT to the GROUND TRANSPORTATION OPERATING AGREEMENT FOR: ON-DEMAND TAXI/FOR-HIRE PILOT PROGRAM (“Pilot Program Agreement”) is effective as of the date Operator provides to the Port to the Port GT staff (a) a signed copy of this First Amendment and (b) the appropriate updated start up documentation, by and between the PORT OF SEATTLE, a Washington municipal corporation, (the “Port”) and Operator.

WHEREAS, the Port and Operator entered into the Pilot Program Agreement on or about October 1, 2019; and

WHEREAS, the term of the Pilot Program Agreement will expire on 9/30/2021; and

WHEREAS, pursuant to Port of Seattle Commission Order NO. 2021-04, the Port of Seattle is offering to all eligible Operators that were part of the original taxi/for-hire pilot program the option to extend the term of their Pilot Program Agreement for one additional year.

NOW, THEREFORE, in consideration of their mutual promises, the parties agree as follows:

1. Section 2 of the Pilot Program Agreement is deleted in its entirety and replaced with the following:

2. TERM

- A. Pilot Program. The Pilot Program will last approximately three years, commencing upon the termination of the current Eastside For Hire agreement, which is anticipated to be on or about October 1, 2019 and expiring, unless otherwise held over on a month-to-month basis, September 30, 2022.
- B. Agreement Term. The term of this Agreement, will commence upon the later of (a) the signing by both parties, and (b) the termination of the current Eastside For Hire agreement; and will expire September 30, 2022, unless otherwise terminated or superseded as permitted in this Agreement. Operator must obtain a separate annual operating permit through the MGT. Operator shall have no rights whatsoever pursuant to this Agreement or otherwise after the Port terminates the Pilot Program. Notwithstanding the initial or extended term, however, the Agreement may be cancelled at any time in advance of the then-current expiration upon at least thirty (30) days written notice by either party to the other.
- C. As a condition for extending the initial term of the Pilot Program Agreement, Operator must provide updated startup documentation as listed in Section 6 (Additional Obligations of Operator) sub section D. Operator will not be permitted to operate as part of the Pilot Program after September 30, 2021 until Operator provides to the Port (i) a signed First Amendment and (ii) complete updated startup documentation.

2. Except as expressly amended herein, all other terms, covenants and conditions of the Pilot Program Agreement shall remain unchanged and in full force and effect.
3. Counterparts; Electronic Signatures. This First Amendment may be executed in counterparts, each of which will be deemed an original, and all of which, together, will constitute one and the same instrument. This First Amendment may be accepted and signed in electronic form (e.g., by a physically signed document, scanned and transmitted via electronic mail) and each party's electronic acceptance and signature will be deemed binding between the parties. Each party acknowledges and agrees it will not contest the validity or enforceability of this First Amendment, including under any applicable statute of frauds, because it was accepted and/or signed in electronic form. Further, each party shall, upon the request of the other party, promptly provide the requesting party, via United States mail or overnight courier, an originally executed copy of the executed document that it signed in electronic form.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Pilot Program Agreement as of the date indicated below.

<p>PORT OF SEATTLE a Washington municipal corporation</p> <p>By(Signature)_____</p> <p>Name(Printed):_____</p> <p>Its(Title):_____</p>	<p>OPERATOR</p> <p>By(Signature):_____</p> <p>Name(Printed):_____</p> <p>Its(Vehicle Number):_____</p>
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