

1-800-485-9510

**Amendment No. 1**  
**Trek Concept Store Dealer Agreement**

The Trek Concept Store Dealer Agreement dated May 1, 2013 between Trek Bicycle Corporation ("Trek") and Stallings Bicycles, LLC ("Dealer"), is hereby amended as follows ("First Amendment"):

WHEREAS, Dealer wishes to add an additional retail location and Trek wishes to authorize such location; and

WHEREAS, Dealer wishes to amend the General Terms and Conditions and Trek wishes to authorize such changes;

NOW, THEREFORE, the parties agree:

1. Exhibit A of the Agreement shall be amended to add the following authorized locations:

Trek Bicycle Store of Kentucky  
1999 Dixie Hwy  
Fort Mitchell, KY 41011

2. Exhibit C to the Agreement shall be amended to add the territory attached hereto as Exhibit C-1.

3. Section D.1 of the Agreement shall be replaced in its entirety with the following:

During the first twelve months of this Agreement, Dealer agrees to purchase at least \$1,391,515 in bicycles and \$445,875 in aftermarket products in a product mix acceptable to Trek. Annually, thereafter, Dealer agrees to sign a new sales commitment satisfactory to Trek.

4. The term of this Agreement shall be extended such that the term will end on October 31, 2020. Unless either party provides written notice to the other party at least 180 days prior to the expiration of the initial term or any renewal term of its election not to renew, this Agreement shall automatically renew for successive five (5) year renewal terms.

6. Paragraph 15 of the General Terms and Conditions shall be replaced in its entirety as follows:

This Agreement is not assignable or transferable by Dealer, which shall include a sale of a substantial portion of Dealer's assets, equity or other business ownership interest, without the express written permission of Trek. Trek will not unreasonably withhold, delay, or condition its consent to any such assignment or transfer by Dealer. Trek has the right to assign this Agreement. Trek shall have the right to take reasonable actions to verify Dealer's stock and credit-worthiness.

7. Paragraph 24 of the General Terms and Conditions shall be replaced in its entirety as follows:

Dealer agrees that, during the term of this Agreement, Dealer shall not (and shall cause its shareholders or members to not), directly or indirectly, offer, sell, market, promote or assist any third party in the offering, selling, marketing, or promoting of any bicycles, bicycle clothing and accessories, or other cycling-related merchandise through any retail location (or other retail distribution channel), except as authorized in this Agreement.

Except to the extent expressly modified herein, the foregoing Agreement shall remain in effect in accordance with its terms.

Agreed to this 12 day of November, 2015.

TREK BICYCLE CORPORATION



By: Chad Brown, CFO

STALLINGS BICYCLES, LLC



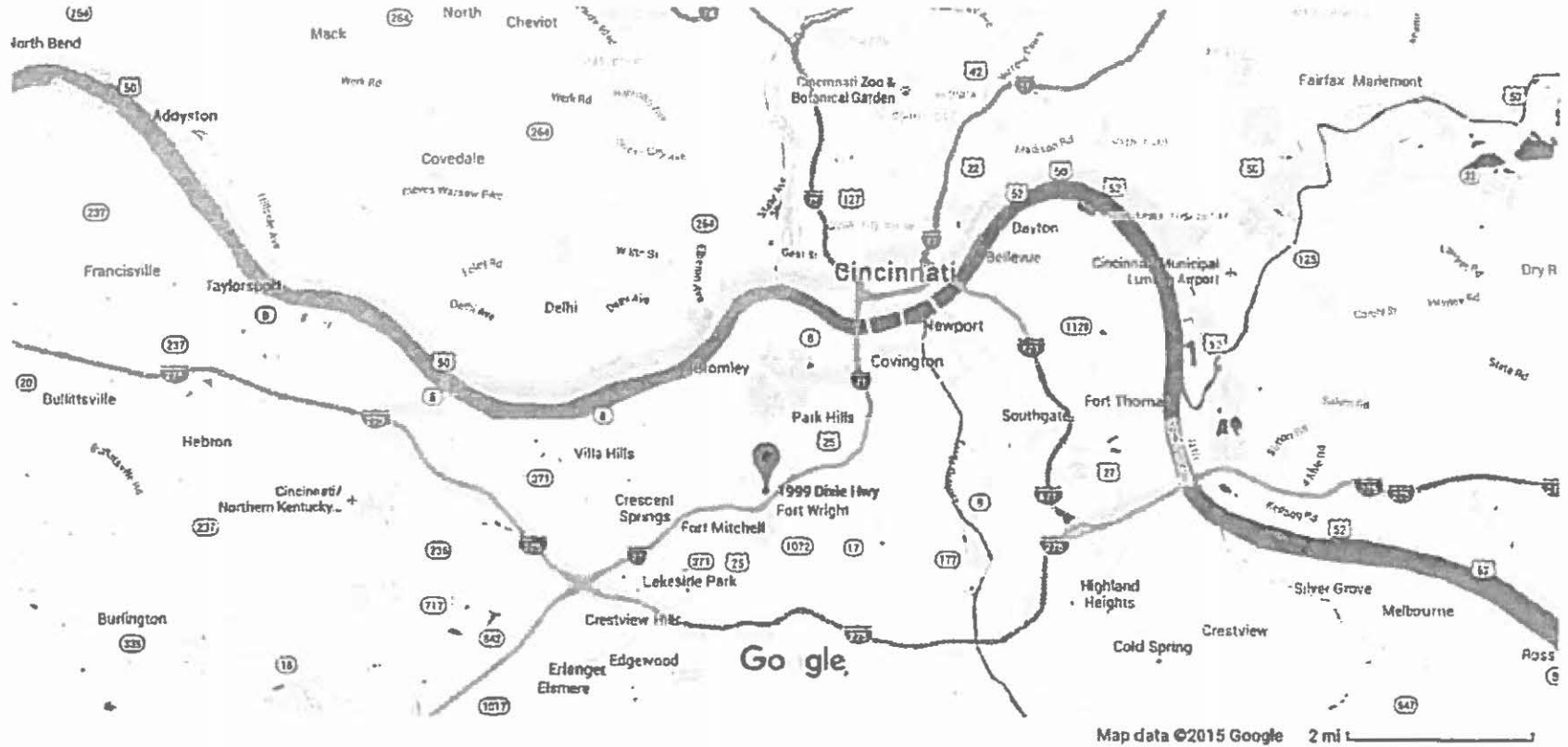
By: Jacob Stallings, Owner

11/9/2015

EXHIBIT C-1

1999 Dixie Hwy - Google Maps

# Go g le Maps 1999 Dixie Hwy - Territory Map for Jacob Stallings



*X*  *X* 

<https://www.google.com/maps/place/1999+Dixie+Hwy,+Fort+Mitchell,+KY+41011/@39.0835553,-84.5404062,12z/data=!4m2!3m1!1s0x8841b716codf570f:0x7196e5a1dd512880>

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