SIXTH AMENDMENT

TO THE

AMENDED AND RESTATED AGREEMENT FOR THE BIKE SHARE PROGRAM

This Sixth Amendment to the Amended and Restated Agreement for the Bike Share Program (the "6th Amendment") is dated as of the 29th day of November, 2018 and is entered into by and between the City of New York (the "City"), acting by and through its Department of Transportation ("DOT"), and NYC Bike Share, LLC ("NYCBS"). Each of DOT and NYCBS are referred to herein as a "Party" and collectively as the "Parties". Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Program Agreement.

WITNESSETH:

WHEREAS, the City and NYCBS have previously entered into an Amended and Restated Agreement for Bike Share Program, a First Amendment to the Amended and Restated Agreement for Bike Share Program, a Second Amendment to the Amended and Restated Agreement for Bike Share Program, a Third Amendment to the Amended and Restated Agreement for Bike Share Program, a Fourth Amendment to the Amended and Restated Agreement for Bike Share Program and a Fifth Amendment to the Amended and Restated Agreement for Bike Share Program (hereinafter together referred to as the "Program Agreement");

WHEREAS, Lyft, Inc. ("Lyft") has proposed the acquisition of Bikeshare Holdings LLC (the parent of NYCBS) and the expansion of the Program;

WHEREAS, DOT has agreed to the expansion proposal and approved the closing of Lyft's acquisition of Bikeshare Holdings LLC, the parent of NYCBS, (the "Closing") as set forth in the attached consent letter effective as of November 14, 2018, **Exhibit A**;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

(1) Any conflict between the provisions of the 6th Amendment and any other provision in the Program Agreement shall be resolved by giving precedence to the 6th Amendment;

(2) **Subcontracting**

a. Any and all Material Subcontractors that directly provide services to NYCBS for the operation of the Program shall be subject to the prior written approval of DOT, which approval shall not be unreasonably withheld, conditioned or delayed (provided that any approval or rejection not provided within the later of (i) 30 days from written notice from NYCBS or (ii) 5 business days from subcontractor's receipt of a Passport Vendor Name Check approval, shall be deemed approved. "Material Subcontractor" shall mean any subcontractor receiving fees in excess of $250,000 per year provided, however, all subcontractors providing any services pertaining to Equipment maintenance, repair or Rebalancing regardless of the amount of fees shall be Material Subcontractors; Subcontracting to Motivate LLC is approved provided that Motivate LLC may not further subcontract Equipment maintenance, repair or Rebalancing services without approval per the above. DOT may require the termination of a subcontractor with documented material integrity or performance issues, following notice and a reasonable opportunity to cure. NYCBS acknowledges that, notwithstanding the foregoing paragraph and pursuant to the PPB Rules, all subcontracts shall obtain Passport approval as applicable.

(3) **Investment by NYCBS**

a. Upon the terms set forth herein, NYCBS agrees to make a capital investment of $100 million including the supply of approximately 24,000 new Bicycles and 4,000 Spare Bicycles (which, with the 12,000 existing Bicycles and 1,250 infill Bicycles, will bring the Citi Bike Program to a total of 41,250 Bicycles) in the Phase III expansion and infill of the Phases I and II service areas (collectively, the "Expansion") of the Program over the next five (5) years (beginning from approval of the change of control and the Closing), with a minimum investment of at least $20 million per Expansion year pursuant to Expansion milestones; of the 24,000 new Bicycles, approximately 8,000 Bicycles will be allocated to Phases I and II infill;

b. NYCBS will invest the first $30 million in the Program within twelve (12) months of approval of the change of control and the Closing. Such investment is guaranteed by the Lyft Guaranty in the form of **Exhibit B** hereto;

c. The Parties will partner to develop new Equipment – including Stations, Bicycles and associated technology – including those that will offer enhanced flexibility to site Stations on sidewalks in order to minimize the loss of on street parking. DOT will provide NYCBS with functional specifications for such new Equipment, and the parties will develop new SLAs to remedy any violation of such functional specifications. All material modifications to Equipment that may reasonably be expected to affect the safety of the General Public and Program members and/or the management and control of the right of way by the City shall be subject to DOT approval. All such development of new Equipment shall be subject to Section 4.6 and Section 4.7 of the Program Agreement;

d. NYCBS will restore the Bicycle Fleet Level to a minimum of 12,000 Bicycles (plus that number of 1,250 infill Bicycles then deployed) within 90 days of approval of the change of control and the Closing;

e. NYCBS will increase the Bicycle Fleet spares to approximately 4,000 Bicycles within 6 months of approval of the change of control and the Closing;

f. Lyft will headquarter the Lyft Bikes business and NYCBS in New York City;

g. The Parties will work together to develop an ADA pilot program;

(4) **Phase III Expansion**

a. Following approval of the change of control and the Closing , Lyft shall adhere to the following;

   i. Maintain on-street fleet level of 12,000 for an additional 90 days during peak riding season (March 15 to November 15);

   ii. Demonstrate possession of the full Program Fleet plus 4,000 Bicycle spare factor (following the period above to increase the fleet);

   iii. Implement and maintain twelve (12) new additional valet stations;

   iv. Other than the non-peak riding season (November 15 to March 15), attain or exceed NYCBS's Service Level performance of May 2017 on all other contract service levels;

   v. Increase Rebalancing performance by demonstrating sustained improvement towards a Rebalancing metric no later than 180 days following change of control and the Closing. Such metric shall be determined by the Parties;

b. During the term of the Expansion, the Parties will expand the Program into an area contiguous with Phase I and Phase II that is a minimum of thirty-five (35) square miles of New York City (the " Phase III Expansion Zone");

c. The Parties will each appoint members to a Phase III Expansion working group to agree within 90 days of the date hereof upon the exact boundaries of the Phase III Expansion Zone, and the exact boundaries of a minimum of the first two subzones for annual expansion over 5 years (the "Initial Phase III Expansion Subzone(s)") as well as milestones for deployment and investment for each subsequent annual Phase III expansion subzone (each a "Subsequent Annual Phase III Expansion Subzone" and combined with the Initial Annual Phase III Expansion Subzone, the Phase III Expansion Zone);

d. Subject to paragraph 5 below, NYCBS shall have the exclusive right to operate a bike sharing program in the existing Program Area and the Phase III Expansion Zone (together, the "Exclusivity Zone").

e. The Parties will meet 180 days prior to the 5^{th} anniversary of the 6^{th} Amendment to discuss in good faith the continued geographic expansion of the Program;

(5) **Dockless Bike Share Pilots**

a. Notwithstanding 4(d) above, it is acknowledged and understood that DOT shall be able, in its sole discretion, to launch pilot dockless bike share programs outside of the Exclusivity Zone, provided, however, that (i) in no event shall any pilot program be sited or permitted to operate within 0.5 miles of the Exclusivity Zone (or the Exclusivity Zone less the zones in (iii) below), (ii) the operator of any such pilot program shall be required to implement technology to prevent the locking or unlocking of its bicycles in the

Exclusivity Zone, and (iii) any such pilot dockless program may operate in the Annual Phase III Expansion Zones designated for years 3, 4 and 5 until 6 months prior to NYCBS's launch in each such Annual Phase III Expansion Zones;

(6) **Additional Service Levels**

a. The following additional enhanced Service Level Agreements (SLAs) categories shall be negotiated in good faith by the Parties;

   i. Deployment of unapproved Equipment on-street;
   ii. Use of unapproved subcontractors;
   iii. Display of unapproved advertising;
   iv. Conduct of unpermitted marketing or other activities at Stations;
   v. Unsanctioned use of the public right of way;

b. In addition to liquidated damages, persistent violations and/or non-compliance (which shall be defined by the Parties) with service level requirements or any other persistent non-compliance may result in, enhanced oversight, remediation meetings and the adoption of a remediation plan; provided that if notwithstanding the remediation efforts, such persistent violations and/or non-compliance continues, such violations/non-compliance may result in;

   i. Suspension of deployment of new pedal-assist Bicycles in the Program Fleet until violations resolved;
   ii. Suspension of installation of new in-ground charging stations until violations resolved;

c. Provided that in no event shall any above remedy be instituted which would have an adverse effect on NYCBS's performance in connection with other SLAs;

(7) **Pricing**

a. NYCBS shall be permitted to charge different rates for premium modalities, including for pedal-assist Bicycles. Such premium pricing shall not adversely affect access to the core Program service by annual members;

b. Lyft and NYCBS shall be permitted to combine fees for rides or memberships related to the Program with fees for rides or memberships for other modalities (including, but not limited to Lyft rides), provided that such fees and user terms and conditions are otherwise in accordance with the terms of the Program Agreement;

c. Eligibility for the affordability memberships, pursuant to Section 11.3.3. of the Program Agreement, shall be expanded to include Supplemental Nutrition Assistance Program (SNAP) beneficiaries.

(8) **Other Changes**

a. NYCBS and DOT shall meet every 6 months to assess the effectiveness of the existing service level commitments. Each party shall have the right to propose commercially reasonable changes in writing;

b. Definition of "Advertising" is hereby revised to carve out one (1) single additional mark of the operator or its ultimate parent;

c. Definition of "Control" is hereby revised to exclude a Lyft IPO;

d. For the avoidance of doubt, definition of "Bicycles" is hereby revised to include pedal-assist bikes and, subject to (3) c. of the 6th Amendment, e-bikes, dockless bikes and lock-to bikes;

(9) **Other Conditions**

a. Lyft shall provide;

i. Evidence of insurance coverage, as provided in the Agreement;

ii. An opinion of Lyft's counsel dated as of the date hereof and executed by Lyft's counsel, in a form reasonably satisfactory to the City, that Lyft's commitments and undertakings hereunder have been duly authorized, executed and delivered by Lyft and is a binding obligation of Lyft;

iii. An IRS W-9 form, certifying Lyft's tax identification number;

iv. Organizational and authorizing documents of Lyft;

v. Fully completed and up-to-date questionnaires in connection with Passport, which have received a favorable review by the City; and

vi. An executed copy of the Lyft Guaranty in the form of **Exhibit B** hereto.

(10) The remaining terms of the Program Agreement shall remain in full force and effect.

(11) **Effective Date.** The Effective Date of this 6th Amendment shall mean the later of the following two dates:

a. The date on which the closing occurs under the Merger Agreement between Lyft. and Bikeshare Holdings LLC and NYCBS has become a wholly-owned subsidiary of Lyft, and

b. The date as of which each of the following has occurred:

i. The Passport filings made on behalf of Lyft and its affiliated entities and related individual have been approved by the City of New York; and

ii. The date as of which this 6th Amendment is registered pursuant to section 328 of the City's Charter.

(12) **Governing Law.** This 6^{th} Amendment shall be governed in all respects by the internal laws of the State of New York as applied to agreements entered into among New York residents to be performed entirely within New York, without regard to principles of conflicts of law.

(13) **Severability.** In the event that any provision of this 6^{th} Amendment becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Amendment shall continue in full force and effect without said provision, provided that no such severability shall be effective if it materially changes the economic benefit of this Amendment to any party hereto.

(14) **Counterparts.** This 6^{th} Amendment may be executed in counterparts, each of which shall be declared an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City, by its Commissioner of the New York City Department of Transportation, and NYCBS have caused this 6th Amendment to the Amended and Restated Agreement for Bike Share Program to be duly executed and delivered as of the day and year referenced above.

Comptroller's Office
Central Imaging Facility
ORIGINAL

THE NEW YORK CITY
DEPARTMENT OF TRANSPORTATION

By: Polly Trottenberg

Name: POLLY TROTTENBERG

Title: COMMISSIONER

NYC BIKE SHARE, LLC

Comptroller's Office
Central Imaging Facility
ORIGINAL

By:

Name: Justine Lee

Title: Vice President, Legal + General Counsel

Approved as to form and
certified as to legal authority:

Acting Corporation Counsel

Comptroller's Office
Central Imaging Facility
ORIGINAL

APPENDIX E

Certificate of Insurance Broker

BROKER'S CERTIFICATION

Pursuant to the Contract, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.

CERTIFICATION BY BROKER

The undersigned insurance broker represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

______Jenna Boyce________________________

[Name of broker (typewritten)]

345 California Street; Suite 1300; San Francisco, CA

[Address of broker (typewritten)]

____

[Signature of authorized official or broker]

____

[Name and title of authorized official (typewritten)]

Comptroller's Office
Central Imaging Facility
NOT ORIGINAL

Sworn to before me

this 17th day of December, 2018

NOTARY PUBLIC

MELISSA GALE
Notary Public - California
San Francisco County
Commission # 2169069
My Comm. Expires Oct 22, 2020

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH RISK & INSURANCE SERVICES
345 CALIFORNIA STREET, SUITE 1300
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94104

CN109337515-AOSW1-Moti-18-19

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : Greenwich Insurance Company	22322
INSURER C : Indian Harbor Insurance Co.	36940
INSURER D : Safety National Casualty Corp.	15105
INSURER E :	
INSURER F :	

INSURED
NYC Bike Share, LLC
220 36th Street, Suite 3A
Brooklyn, NY 11232

COVERAGES

CERTIFICATE NUMBER: SEA-003589342-10 REVISION NUMBER: 17

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			065463589	05/01/2018	05/01/2019	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ NOT COVERED
	X Self Insured Retention$500,000						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			RAD5000557	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Symbol 10							$
C	X UMBRELLA LIAB X OCCUR			SXS0053272	12/01/2018	03/01/2020	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			PRP4055498	07/01/2018	07/01/2019	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of liability insurance for NYC Bike Share, LLC (a wholly owned subsidiary of Lyft, Inc.) related to the BikeShare agreement with NYC.

New York City together with its officials and employees are included as additional insureds on the above referenced General Liability, Automobile Liability and Umbrella/Excess Liability policies where required by written contract but only with respect to liability arising out of the Named Insureds operations. Any such coverage extended to the additional insured will apply as primary and non-contributory, to the extent of liability assumed under contract. Waiver of subrogation applies for Automobile Liability, General Liability and Workers Compensation coverage where required by written contract.

CERTIFICATE HOLDER

New York City
Department of Transportation
55 Water Street, 9th Floor
New York, NY 10004

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services
Jenna Boyce
Jenna Boyce

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Exhibit A

CONFIDENTIAL

NYC Bike Share, LLC
220 36th Street, Suite 3A
Brooklyn, New York 11232

New York City Department of Transportation,
55 Water Street,
New York, New York 10041
Attn: The Commissioner of DOT

July 2, 2018

Dear Commissioner Trottenberg:

Reference is made to that certain Amended and Restated Agreement for Bike Share Program, dated October 24, 2014, as amended from time to time (the "Agreement"), by and between NYC Bike Share, LLC ("NYCBS") and The City of New York (the "City"), acting by and through its Department of Transportation ("DOT").

On July 1, 2018, NYCBS's parent company, Bikeshare Holdings LLC (the "Company"), entered into an Agreement and Plan of Merger (the "Merger Agreement") with Lyft, Inc. ("Lyft") and Snow Merger Sub, LLC, an indirect wholly-owned subsidiary of Lyft ("Merger Sub"), pursuant to which Lyft has agreed to acquire the Company. Pursuant to the Merger Agreement, Merger Sub will be merged with and into the Company, with the Company continuing as the surviving company and as an indirect, wholly-owned subsidiary of Lyft (the "Merger"). Following the completion of the Merger, NYCBS will be an indirect, wholly-owned subsidiary of Lyft and its contractual relationships, including those with DOT, will be undisturbed.

The consummation of the Merger will result in a change of control of the Company and therefore an indirect change of control of NYCBS. We therefore hereby seek any necessary consents of DOT to the Merger for purposes of the Agreement. We request that you sign this letter in the space provided below to provide consent to the indirect change of control of NYCBS as a result of the Merger pursuant to Section 23.1 of the Agreement and return the signed letter as soon as possible, and in any event within thirty (30) calendar days of your receipt of this letter, to the address below.

Please email a PDF copy of the signed consent letter to Justine Lee at justinelee@motivateco.com and return the signed original copy to:

NYC Bike Share, LLC
c/o Motivate
220 36th Street, Suite 3A
Brooklyn, New York 11232
Attn: Jay Walder

If you have any questions regarding the Merger or require additional information and/or documentation, please do not hesitate to contact me at (508) 246-6979 or Justine Lee at (917) 570-0783.

[Signature Page Follows]

Sincerely,

NYC Bike Share, LLC

By:____________________________
Name: Jay Walder
Title: CEO and President

Comptroller's Office
Central Imaging Facility
NOT ORIGINAL

CONSENT

New York City Department of Transportation ("DOT") hereby consents to the indirect change of control of NYC Bike Share, LLC ("NYCBS") as a result of the merger of NYCBS's parent company, Bikeshare Holdings LLC (the "Company") pursuant to that certain Agreement and Plan of Merger, dated July 1, 2018, by and among the Company, Lyft, Inc. ("Lyft"). and Snow Merger Sub, LLC, an indirect wholly-owned subsidiary of Lyft, for purposes of the Amended and Restated Agreement for Bike Share Program, dated October 24, 2014, as amended from time to time, by and between NYCBS and The City of New York, acting by and through the DOT.

Approved: Polly Trottenberg 11/29/18

Signature Date

POLLY TROTTENBERG

Name

COMMISSIONER

Title

Comptroller's Office
Central Imaging Facility
ORIGINAL

Exhibit B

Guaranty and Performance Agreement

This GUARANTY AND PERFORMANCE AGREEMENT (this "Guaranty") is made as of November 29, 2018, by and among Lyft, Inc., a Delaware corporation ("Guarantor"), NYC Bike Share LLC, a New York limited liability company ("NYCBS"), and The City of New York, Department of Transportation ("DOT").

RECITALS

WHEREAS, NYCBS and the DOT are parties to that certain Amended and Restated Agreement for Bike Share Program, dated as of October 24, 2014 (as amended, supplemented or otherwise modified from time to time or as the same may be further amended, supplemented or otherwise modified from time to time, the "NYCBS/DOT Agreement");

WHEREAS, Guarantor has entered into that certain Agreement and Plan of Merger, by and among Guarantor, Snow Merger Sub, LLC, Bikeshare Holdings LLC and Yukon Holdings, L.L.C., dated as of July 1, 2018 (the "Merger Agreement");

WHEREAS, it is a condition to the Closing (as hereinafter used, as defined in the Merger Agreement) under the Merger Agreement that the DOT provide consent to the transactions contemplated by the Merger Agreement (the "Consent") under the NYCBS/DOT Agreement; and

WHEREAS, the parties hereto desire to enter into this Guaranty, effective upon issuance by DOT of the Consent and the consummation of the Closing.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

ARTICLE I. CERTAIN DEFINED TERMS; NATURE AND SCOPE OF GUARANTY

1.01. **Guaranteed Obligation.**

(a) Contingent and effective upon, and only upon, the issuance of the Consent and the consummation of the Closing, NYCBS hereby agrees that it and/or its affiliates (including, following the Closing, Guarantor and its subsidiaries) shall expend at least thirty million dollars ($30,000,000) (the "Minimum Spend") for capital expenditures and/or operating expenses relating to the Program (as defined in the NYCBS/DOT Agreement) during the twelve (12) months immediately following the Closing (the date that is twelve (12) months following the Closing, the "Outside Date"). NYCBS hereby further agrees that it shall comply with the terms of the NYCBS/DOT Agreement (as amended, supplemented or otherwise modified from time to time) following the consummation of the Closing, upon the terms and subject to the conditions thereof.

(b) Notwithstanding anything in this Guaranty to the contrary, in the event that any permit, authorization, approval, consent, license or certification (each an "Approval") of or by DOT, the State of New York, the City of New York or any governmental agency acting by or through any of the foregoing (each a "Governmental Authority") is required in connection with (i) any capital expenditure and/or operating expense proposed in good faith by NYCBS and/or its affiliates (including, following the Closing, Guarantor and its subsidiaries) (a "Proposed Expenditure") or (ii) the installation, use, marketing or operation of any Equipment or Services (each as defined in the

NYCBS/DOT Agreement) which are the subject of any such Proposed Expenditure, then, in either case, the Minimum Spend shall be reduced by the amount of such Proposed Expenditure to the extent that such Approval is unreasonably withheld, conditioned, delayed or denied prior to the Outside Date.

1.02. **Guaranty of Guaranteed Obligation.**

(a) Effective upon the issuance of the Consent and the consummation of the Closing, Guarantor hereby absolutely, unconditionally and irrevocably guarantees to DOT the full performance of the Guaranteed Obligation (as defined below).

(b) The "Guaranteed Obligation" shall mean the obligations of (i) NYCBS and/or its affiliates (including, following the Closing, Guarantor and its subsidiaries) to make the expenditures provided for in Section 1.01 hereof and (ii) NYCBS to comply with the terms of the NYCBS/DOT Agreement (as amended, supplemented or otherwise modified from time to time) following the consummation of the Closing, upon the terms and subject to the conditions thereof, as provided in Section 1.01 hereof.

1.03. **Nature of Guaranty.** This Guaranty is an irrevocable, absolute, continuing guaranty of performance of the Guaranteed Obligation, and is not a guaranty of collection. This Guaranty may not be revoked by Guarantor and shall continue to be effective with respect to any of the Guaranteed Obligation arising or created after any attempted revocation by Guarantor. The fact that at any time or from time to time the Guaranteed Obligation may be increased or reduced shall not release or discharge the obligation of Guarantor to DOT with respect to the Guaranteed Obligation. Notwithstanding anything to the contrary in this Guaranty, the parties hereto agree that this Guaranty and the obligations of Guarantor herein shall be contingent and effective upon, and only upon, the issuance of the Consent and the consummation of the Closing.

1.04. **Guaranteed Obligation Not Reduced by Offset.** The Guaranteed Obligation and the liabilities and obligations of Guarantor to DOT hereunder shall not be reduced, discharged or released because or by reason of any existing or future offset, claim or defense of Guarantor, NYCBS or any other party against DOT or against performance of the Guaranteed Obligation, whether such offset, claim or defense arises in connection with the Guaranteed Obligation (or the transactions creating the Guaranteed Obligation) or otherwise.

1.05. **No Duty To Pursue Others.** It shall not be necessary for DOT (and, to the extent permitted by applicable law, Guarantor hereby waives any rights it may have to require DOT), in order to enforce the obligations of Guarantor hereunder, first to (a) institute suit or exhaust its remedies against NYCBS or any other Person, or (b) resort to any other means of obtaining performance of the Guaranteed Obligation.

1.06. **Payment of Expenses.** In the event that Guarantor should breach or fail to timely perform any provisions of this Guaranty, Guarantor shall, immediately upon demand by any of DOT, pay all of DOT's reasonable out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by DOT in the enforcement hereof or the preservation of DOT's rights hereunder. The covenant contained in this Section 1.06 shall survive the performance of the Guaranteed Obligation.

1.07. **Deferral of Subrogation, Reimbursement and Contribution.** Notwithstanding anything to the contrary contained in this Guaranty, Guarantor hereby unconditionally and irrevocably defers until after the performance of all of the Guaranteed Obligation any and all rights

Guarantor may now or hereafter have under any agreement, at law or in equity (including, without limitation, any law subrogating Guarantor to the rights of DOT), to assert any claim against or seek contribution, indemnification or any other form of reimbursement from NYCBS for performance of any or all of the Guaranteed Obligation for any payment made by Guarantor under or in connection with this Guaranty. If the Guaranteed Obligation under this Guaranty shall be performed in full, DOT will, at Guarantor's request, execute and deliver to Guarantor appropriate documents, without recourse and without representation or warranty, necessary to evidence the transfer by subrogation to Guarantor of any interest in the Guaranteed Obligation resulting from such performance by Guarantor.

1.08. **Termination of Guaranty.** This Guaranty shall terminate, and each of NYCBS and Guarantor shall be released from all obligations hereunder, upon performance in full of the Guaranteed Obligation and payment of any amount any amounts due and payable pursuant to Section 1.06 hereof.

ARTICLE II. EVENTS AND CIRCUMSTANCES NOT REDUCING OR DISCHARGING GUARANTOR'S OBLIGATIONS

Guarantor's obligations under this Guaranty shall continue until performance in full of the Guaranteed Obligation and payment of any amounts due and payable pursuant to Section 1.06 hereof and shall not be released, diminished, impaired, reduced, limited, terminated or adversely affected by any of the following:

2.01. **Modifications; Assignments; Subleases.** Any renewal, extension, increase, modification, alteration, amendment or assignment of the NYCBS/DOT Agreement and/or all or any part of the Guaranteed Obligation or any failure of DOT to notify Guarantor of any such action.

2.02. **Adjustment.** Any adjustment, indulgence, forbearance or compromise that might be granted or given by DOT to NYCBS.

2.03. **Condition of NYCBS.** The insolvency, bankruptcy, arrangement, adjustment, composition, liquidation, disability, dissolution or lack of power of NYCBS; or any dissolution of NYCBS; or any sale, lease or transfer of any or all of the assets of NYCBS; or any changes in the shareholders, partners or members of NYCBS; or any reorganization of NYCBS.

2.04. **Invalidity of Guaranteed Obligation.** The invalidity, illegality or unenforceability of all or any part of the Guaranteed Obligation or any document or agreement executed in connection with the Guaranteed Obligation for any reason.

2.05. **Release of Guarantor.** Any full or partial release of the liability of NYCBS on the Guaranteed Obligation or any part thereof (other than resulting from full performance thereof), it being recognized, acknowledged and agreed by Guarantor that Guarantor may be required to perform the Guaranteed Obligation in full without assistance or support of any other Person, and Guarantor has not been induced to enter into this Guaranty on the basis of a contemplation, belief, understanding or agreement that any other Person will be liable to perform the Guaranteed Obligation, or that DOT will look to any other Person to perform the Guaranteed Obligation.

2.06. **Taking Collateral.** The taking or accepting of any security, collateral or guaranty, or other assurance of performance, for all or any part of the Guaranteed Obligation.

2.07. **Release of Collateral**. Any release, surrender, exchange, subordination, deterioration, waste, loss or impairment of any collateral, property or security at any time existing in connection with, or assuring or securing performance of, all or any part of the Guaranteed Obligation.

2.08. **Care and Diligence**. The failure of DOT or any other party to exercise diligence or reasonable care in the preservation, protection, enforcement, sale or other handling or treatment of all or any part of any collateral, property or security, including but not limited to any neglect, delay, omission, failure or refusal of DOT (i) to take or prosecute any action for the collection of any of the Guaranteed Obligation or (ii) to foreclose or initiate any action to foreclose, or, once commenced, prosecute to completion any action to foreclose upon any security therefor, or (iii) to take or prosecute any action, assert any claim or demand or to enforce any right or remedy under, or in connection with, the NYCBS/DOT Agreement or any other instrument or agreement evidencing or securing all or any part of the Guaranteed Obligation.

2.09. **Unenforceability**. The fact that any collateral, security, security interest or lien contemplated or intended to be given, created or granted as security for the performance of the Guaranteed Obligation, or any part thereof, shall not be properly perfected or created, or shall prove to be unenforceable or subordinate to any other security interest or lien, it being recognized and agreed by Guarantor that Guarantor is not entering into this Guaranty in reliance on, or in contemplation of the benefits of, the validity, enforceability, collectability or value of any of the collateral for the Guaranteed Obligation.

2.10. **Offset**. Any existing or future right of offset, claim or defense of Guarantor against DOT, or any other Person, or against performance of the Guaranteed Obligation, whether such right of offset, claim or defense arises in connection with the Guaranteed Obligation (other than the defense of actual performance).

2.11. **Merger**. The reorganization, merger or consolidation of Guarantor or NYCBS into or with any other Person.

2.12. **Other Actions Taken or Omitted**. Any other action taken or omitted to be taken with respect to the NYCBS/DOT Agreement or the Guaranteed Obligation, or the security and collateral therefor, whether or not such action or omission prejudices Guarantor or increases the likelihood that Guarantor will be required to perform the Guaranteed Obligation pursuant to the terms hereof, it being the unambiguous and unequivocal intention of Guarantor that Guarantor shall be obligated to perform the Guaranteed Obligation when due, notwithstanding any occurrence, circumstance, event, action, or omission whatsoever, whether contemplated or uncontemplated, and whether or not otherwise or particularly described herein, which obligation shall be deemed satisfied only upon the full and final performance and satisfaction of the Guaranteed Obligation.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Guarantor represents and warrants to DOT, as of the date hereof, as follows:

3.01. **Benefit**. Guarantor is an Affiliate of NYCBS and will receive direct or indirect benefit from the making of this Guaranty.

3.02. **Familiarity and Reliance**. Guarantor is familiar with, and has independently reviewed books and records regarding, the financial condition of NYCBS; however, Guarantor is not relying on such financial condition as an inducement to enter into this Guaranty.

3.03. **No Representation by DOT**. Except as expressly set forth in the NYCBS/DOT Agreement, DOT has not made any representation, warranty or statement to Guarantor to induce Guarantor to execute this Guaranty.

3.04. **Guarantor's Financial Condition**. After giving effect to this Guaranty and the contingent obligation evidenced hereby, Guarantor is solvent and has assets which, fairly valued, exceed its obligations, liabilities (including contingent liabilities fairly estimated) and debts, and has property and assets sufficient to satisfy and repay its obligations and liabilities.

3.05. **Organization**. Guarantor is duly organized, validly existing and in good standing with full power and authority to own its assets and conduct its business, and Guarantor has taken all necessary action to authorize the execution, delivery and performance of this Guaranty by it, and has the power and authority to execute, deliver and perform under this Guaranty and all the transactions contemplated hereby.

3.06. **Legality; No Conflict; Binding Obligations**. The execution, delivery and performance by Guarantor of this Guaranty and the consummation of the transactions contemplated hereunder do not and will not contravene or conflict with any law, statute or regulation to which Guarantor is subject or constitute a default under, or result in the breach of, Guarantor's organizational documents or any indenture, mortgage, deed of trust, charge, lien, or any contract, agreement or other instrument to which Guarantor is a party or which may be applicable to Guarantor. This Guaranty is a legal and binding obligation of Guarantor and is enforceable in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to the enforcement of creditors' rights or general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at law).

3.07. **No Litigation**. There are no actions, suits or proceedings pending or (to the knowledge of Guarantor) threatened against or affecting Guarantor, which would have a material adverse effect on the ability of Guarantor to pay the Guaranteed Obligation.

3.08. **Financial Information**. The financial information of Guarantor provided to DOT in connection with this Guaranty is true and correct in all material respects and fairly represents the financial condition of Guarantor as of the date thereof in all material respects. Since the date of such financial information there has been no material adverse change in the financial condition of Guarantor from that set forth therein.

All representations and warranties made by Guarantor in this Article III shall survive the execution hereof.

ARTICLE IV. MISCELLANEOUS

4.01. **Waiver; Remedies Cumulative**. DOT, NYCBS and Guarantor agree and acknowledge that the sole and exclusive remedy available to DOT with respect to the Guaranteed Obligation shall be specific performance by NYCBS or Guarantor of any portion of the Guaranteed Obligation not performed as of the Outside Date. No failure to exercise, and no delay in exercising, on the part of DOT, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. The rights of DOT hereunder shall be in addition to all other rights provided by law. No modification or waiver of any provision of this Guaranty, nor consent to departure therefrom, shall be effective unless in writing and no such consent or waiver shall extend beyond the particular case and purpose involved. No notice or demand given in any case shall constitute a waiver of the right to take other action in the same, similar or other instances without such notice or demand, except to the extent such latter notice or demand is required by the express terms hereof. All of the rights and remedies of DOT under the NYCBS/DOT Agreement and under this Guaranty are intended to be distinct, separate and cumulative and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

4.02. **Notices**. All notices, requests, demands, consents, approvals, disapprovals, determinations and other communications required or permitted to be given hereunder must be in writing and may be given only by (a) personal delivery, (b) overnight delivery (which provides for a signed receipt), or (c) by mail, and if given by mail shall be deemed sufficiently given only if sent by registered or certified mail, return receipt requested, in each case, to the following address of the party to receive such notice. Each notice shall be deemed to have been given or delivered on the earlier to occur of actual delivery or the date on which delivery is refused.

If to DOT:

At: The Commissioner of DOT
55 Water Street
New York, New York 10041

with a copy to:

General Counsel
New York City Department of Transportation,
55 Water Street
New York, New York 10041

If to Guarantor or NYCBS:

At: Lyft, Inc.
Attention: David Le
185 Berry Street, Ste. 5000
San Francisco, California 94107

with a copy to:

Latham & Watkins LLP
140 Scott Drive
Menlo Park, California 94025
Attention: Tony Richmond; Chad Rolston

Either party may specify a different address (other than a post office box address) for notice purposes upon at least ten (10) days' prior written notice to the other party pursuant to this Section 4.02. Either party may, at any time, change its notice address and/or the address(es) for the persons to whom copies of notices are to be sent by giving the other party written notice of the new address(es) in accordance with this Section 4.02, except that in such case if actual delivery is after 5:00 PM New York time, the same shall be deemed received on the following business day. In order to be effective a notice must be delivered to all persons (including persons to whom copies of notices are to be sent), as such persons and/or addresses may be changed pursuant to the preceding sentence. Notices for any party may be given by the attorney for such party.

4.03. **Governing Law; Submission to Jurisdiction.** This Guaranty shall be governed by and construed in accordance with the laws of the State of New York and the applicable laws of the United States of America. Any legal suit, action or proceeding against DOT, NYCBS or Guarantor arising out of or relating to this Guaranty may at DOT's option be instituted in any Federal or State court in the City of New York and, to the extent permitted by applicable law, each of NYCBS and Guarantor waives any objections which it may now or hereafter have based on venue and/or forum non conveniens of any such suit; action or proceeding, and NYCBS, Guarantor and DOT hereby irrevocably submit to the jurisdiction of any such court in any suit, action or proceeding.

4.04. **Invalid Provisions.** If any provision of this Guaranty is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Guaranty, such provision shall be fully severable and this Guaranty shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Guaranty, and the remaining provisions of this Guaranty shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Guaranty, unless such continued effectiveness of this Guaranty, as modified, would be contrary to the basic understandings and intentions of the parties as expressed herein.

4.05. **Amendments.** This Guaranty, and any provisions hereof, may not be modified, amended, extended, restated or changed orally or by any act or failure to act on the part of NYCBS, Guarantor or DOT, but only by an agreement in writing executed by the party against whom such amendment is sought to be enforced.

4.06. **Parties Bound; Assignment.** This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and their legal representatives; provided, that neither NYCBS nor Guarantor may assign any of its rights, powers, duties or obligations hereunder.

4.07. **Headings.** Section headings are for convenience of reference only and shall in no way affect the interpretation of this Guaranty.

4.08. **Recitals.** The recital and introductory paragraphs hereof are a part hereof, form a basis for this Guaranty and shall be considered prima facie evidence of the facts and documents referred to therein.

4.09. **Counterparts.** To facilitate execution, this Guaranty may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all Persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Guaranty to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

4.10. __Entirety__. THIS GUARANTY EMBODIES THE FINAL AND ENTIRE AGREEMENT OF NYCBS, GUARANTOR AND DOT WITH RESPECT TO THE GUARANTEED OBLIGATION AND GUARANTOR'S GUARANTY OF, AND INDEMNITY WITH RESPECT TO, THE GUARANTEED OBLIGATION AND SUPERSEDES ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF. THIS GUARANTY IS INTENDED BY NYCBS, GUARANTOR AND DOT AS A FINAL AND COMPLETE EXPRESSION OF THE TERMS OF THIS GUARANTY, AND NO COURSE OF DEALING BETWEEN NYCBS, GUARANTOR AND DOT, NO COURSE OF PERFORMANCE, NO TRADE PRACTICES, AND NO EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OR OTHER EXTRINSIC EVIDENCE OF ANY NATURE SHALL BE USED TO CONTRADICT, VARY, SUPPLEMENT OR MODIFY ANY TERM OF THIS GUARANTY. THERE ARE NO ORAL AGREEMENTS BETWEEN NYCBS AND GUARANTOR, ON THE ONE HAND, AND DOT, ON THE OTHER HAND, RELATING TO THE GUARANTEED OBLIGATION.

4.11. __Waiver of Right To Trial By Jury__. EACH OF NYCBS, GUARANTOR AND DOT, BY THEIR ACCEPTANCE EACH HEREOF, WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVES ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS GUARANTY OR THE NYCBS/DOT AGREEMENT, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY NYCBS, GUARANTOR AND DOT, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. NYCBS, GUARANTOR AND DOT ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER.

4.12. **__Reinstatement in Certain Circumstances__.** If at any time any payment of any amount due and payable by Guarantor under this Guaranty is rescinded or must be otherwise restored or returned upon the insolvency, bankruptcy or reorganization of NYCBS or Guarantor or otherwise and such payment satisfied any Guaranteed Obligation, Guarantor's obligations hereunder with respect to such Guaranteed Obligation shall be reinstated as though such payment has been due but not made at such time.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Guaranty to be duly executed as of the date first above written.

Comptroller's Office
Central Imaging Facility
NOT ORIGINAL

GUARANTOR:

Lyft, Inc.

By: John Zimmer
John Zimmer (Nov 19, 2018)
Name: John Zimmer
Title: Co-founder and President

NYCBS:

NYC Bike Share LLC

Comptroller's Office
Central Imaging Facility
NOT ORIGINAL

By: ____________________
Name: Justine Lee
Title: Vice President, Legal & General Counsel

Accepted and agreed as of the date first written above:

The City of New York, Department of Transportation

By: ____________________
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Guaranty to be duly executed as of the date first above written.

GUARANTOR:

Lyft, Inc.

By: ______________________
Name: John Zimmer
Title: Co-founder and President

NYCBS:

NYC Bike Share LLC

By: ______________________
Name:
Title:

Comptroller's Office
Central Imaging Facility
ORIGINAL

Accepted and agreed as of the date first written above:

The City of New York, Department of Transportation

By: ______________________
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Guaranty to be duly executed as of the date first above written.

GUARANTOR:

Lyft, Inc.

By: ______________________
Name:
Title:

NYCBS:

NYC Bike Share LLC

By: ______________________
Name:
Title:

Accepted and agreed as of the date first written above:

The City of New York, Department of Transportation

By: Polly Trottenberg
Name: POLLY TROTTENBERG
Title: COMMISSIONER

Comptroller's Office
Central Imaging Facility
ORIGINAL