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NINTH AMENDMENT

TO THE

AMENDED AND RESTATED AGREEMENT FOR THE BIKE SHARE PROGRAM

This Ninth Amendment to the Amended and Restated Agreement for the Bike Share Program (the "9th Amendment") is dated as of the 5 day of September, 2023 (the "Execution Date") and is entered into by and between the City of New York (the "City"), acting by and through its Department of Transportation ("DOT"), and Lyft Bikes and Scooters, LLC, formerly known as NYC Bike Share, LLC ("Lyft" or "NYCBS"). Each of DOT and Lyft 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 Lyft 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, a Fifth Amendment to the Amended and Restated Agreement for Bike Share Program, a Sixth Amendment to the Amended and Restated Agreement for Bike Share Program, a Seventh Amendment to the Amended and Restated Agreement for Bike Share Program, and an Eighth Amendment to the Amended and Restated Agreement for Bike Share Program (hereinafter together referred to as the "Program Agreement");

WHEREAS, the Parties have agreed to clarify certain provisions of the Program Agreement language; and

WHEREAS, the Parties have agreed to certain modifications to promote the long-term sustainability of the Program;

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 9th Amendment and any other provision in the Program Agreement shall be resolved by giving precedence to the 9th Amendment.

(2) Section 1 of the Program Agreement is amended by adding the following immediately after Section 1.19.18:

> "*1.19.19. Verify that the crank is true and free of bending or excessive wear;*
> *1.19.20. Inspect the chain guard, front fender, and rear fender and confirm they are not rubbing on any moving components;*
> *1.19.21. Check frame for any visible structural damage; and*

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1.19.22. Inspect all fasteners and metal parts for visible corrosion and binding ability."

(3) Section 11 of the Program Agreement is amended by replacing Section 11.2.1 with the following:

"11.2.1. Lyft shall offer an Annual membership for a fee in an amount not to exceed the Annual Membership Fee Cap in effect from time to time. Beginning on the Execution Date of the 9th Amendment, the Annual Membership Fee Cap shall be $210 until January 1, 2024, and shall be automatically increased on that date and on the first day of the calendar year thereafter by a percentage amount equal to the CPI increase for the trailing four calendar quarters preceding each such date plus 2% (so, for example, if the CPI increase were 1% for the trailing four calendar quarters, the applicable permitted percentage increase in the Annual Membership Fee Cap as of that date would be 3%). The period of an Annual membership shall run from the day the annual membership is activated until the first anniversary of the date on which the annual membership had been activated (but a membership purchased on February 29 shall expire on March 1 of the following Year). In the event NYCBS offers quarterly, monthly or other installment payment plans for the payment of the Annual membership fee such installment payment method shall not affect the status of the membership as an Annual membership for purposes of this Agreement;"

(4) Section (7) of the Sixth Amendment to the Amended and Restated Agreement for Bike Share Program is amended by replacing Section (7)a. with the following:

"a. Lyft shall be permitted to charge additional, per-minute usage fees for "Premium Modalities" (also "Premium Modality") which are defined as meaning pedal-assist Bicycles, provided that such additional fees shall not adversely affect access to the core Program service by annual members, and subject to the following:

(i) Per-minute usage fees for Premium Modalities for Annual members shall not exceed the Annual Membership Ebike Per-Minute Fee Cap in effect from time to time. The Annual Membership Ebike Per-Minute Fee Cap shall be $0.24 until January 1, 2024, and shall be automatically increased on that date and on the first day of the calendar year thereafter by a percentage amount equal to the CPI increase for the trailing four calendar quarters preceding each such date plus 2%, rounded up to the next cent (so, for example, if the CPI increase were 1% for the trailing four calendar quarters, the applicable permitted percentage increase in the Annual Membership Ebike Per-Minute Fee Cap as of that date would be 3%); provided, however, that Lyft will not raise Annual Membership Ebike Per-Minute Fee from the current rate as of this writing ($0.17) before August 1, 2023;

(ii) *The per-minute usage fee for Premium Modalities for affordability subscriptions shall not exceed fifty (50) percent of the per-minute usage fee for Premium Modalities charged to non-affordability Annual members, rounded up to the next cent. For the purposes of clarity and avoidance of doubt, if the Premium Modality usage fee charged to non-affordability Annual members is $0.17 per minute, the usage fee charged to affordability subscribers shall not exceed $0.09 per minute;*

(iii) *The per-minute usage fee for Premium Modalities for all other memberships or users (collectively, "Casual Users") shall be at least fifty (50) percent greater than the per-minute usage fee for Premium Modalities charged to non-affordability Annual members, rounded up to the next cent. For the purposes of clarity and avoidance of doubt, if the Premium Modality usage fee charged to non-affordability Annual members is $0.17 per minute, the usage fee charged to Casual Users shall be at least $0.26 per minute."*

(iv) *Should Lyft propose to introduce any Premium Modality other than pedal-assist Bicycles into the Program, the parties will meet to discuss the potential addition of such Premium Modality into the Program. Topics for discussion may include the number allowable and additional usage fees for such new Premium Modality Bicycles, and any other amendments to the Program Agreement as would be needed should such Premium Modality be approved by DOT.*

(5) Section 11 of the Program Agreement is amended by replacing Section 11.14 with the following:

"11.14. If the only Bicycle(s) available for use at a Station are one (1) or more Premium Modality Bicycles, all Annual Memberships and Affordability Memberships shall be able to check out such Premium Modality Bicycle(s) without incurring any additional fees over and above fees charged for use of a Bicycle propelled solely by human power, either by renting a Premium Modality Bicycle in "Classic" mode, a lower-profile e-assist mode requiring a similar level of effort to propel as a Bicycle propelled solely by human power, or by receiving a waiver of additional fees over and above fees charged for use of a Bicycle propelled solely by human power (if only Bicycles without the technical capability to implement "Classic" mode are available).

11.14.1 Key fob users will be initially defaulted to "Classic" mode when applicable, and will have the opportunity to change that setting on the website or app. All members using the app to unlock a Bicycle will be able to select whether to ride in "Classic" mode each time the only Bicycle(s) available for use at a Station are one (1) or more Premium Modality Bicycles supporting "Classic" mode.

11.14.2 DOT will have the right to approve the "Classic" mode choice screens for app users, key fob users, and users of any future methods of access that may be

introduced to require that the options are plainly and accurately described to users and that any option is not visually or otherwise presented more favorably than another, which approval shall not extend to minor aesthetic design choices unrelated to the foregoing and shall not be unreasonably conditioned, delayed or withheld."

(6) Appendix F of the Program Agreement is amended by replacing Section F.2 with the following:

"F.2. Before January 1, 2024, Premium Modality Bicycles shall compose no more than thirty percent (30%) of the total Bicycle Fleet Level. Before July 1, 2024, Premium Modality Bicycles shall compose no more than forty percent (40%) of the total Bicycle Fleet Level. After July 1, 2024, Premium Modality Bicycles shall compose no more than fifty percent (50%) of the total Bicycle Fleet Level."

(7) Ridership Promotions

a. Within two (2) weeks of the date as of which this 9th Amendment is registered pursuant to section 328 of the City's Charter (the "Registration Date"), new and existing members will be given sixty (60) free Premium Modality Bicycle minutes which refresh upon each annual membership renewal.

b. Lyft will also offer the following promotions:

(i) For "Bike Month" annually for the duration of May, Lyft will offer a targeted $5 fifteen-day Citi Bike membership trial during Bike Month to casual riders (who have never been members and never done a trial). In 2023, this promotion will be offered for a 30-day period starting no later than October 1.

(ii) For the three-month period from June to August annually, first-time Annual members with billing Zip Codes that are within or intersect with the Phase 3 service area will receive an automatic 40% off the prevailing Annual Membership rate. Notwithstanding the foregoing, for 2023 this promotion will be in effect for a three-month period starting no later than September 1.

(iii) Starting no later than October 1, 2023, Annual members with billing Zip Codes that are within or intersect with the Phase 3 area who are up for their first renewal and do not renew will be offered a one-time 25% discount within thirty (30) days of expiration of their Annual Membership. Lyft's policy for new membership sign-ups of providing a full refund for cancellations within 14 days of sign-up will apply to new sign-ups under this promotion.

(iv) For the purposes of clarity and avoidance of doubt, as of this writing the Zip Codes that are within or intersect with the Phase 3 area include: 10027, 10030, 10031, 10032, 10033, 10034, 10035,10037, 10039, 10040, 10451, 10452, 10453, 10454, 10455, 10456, 10457, 10458, 10459, 10460, 10463, 10468, 10474, 11101, 11103, 11104, 11105, 11203, 11206, 11207,

11211, 11213, 11215, 11216, 11218, 11220, 11221, 11222, 11225, 11226, 11232, 11233, 11237, 11368, 11369, 11370, 11372, 11373, 11377, 11378, 11379, and 11385.

(8) Classic fleet maintenance

a. Lyft will develop three (3) focused survey questions regarding the quality of the Program's "Classic" Bicycles (i.e., Bicycles propelled solely by human power), to add to the annual Lyft Multimodal Report (a survey that is administered by a third-party and creates a statistically significant representative sample) beginning with the survey conducted in 2023 and published in 2024, and in every subsequent Contract Year. Based on the top two (2) to three (3) drivers of perceived quality issues, Lyft will develop and share an action plan with DOT within the first 60 days of each new year. Lyft will provide DOT with the raw survey data for the questions on "Classic" Bicycle quality. In the event that Lyft should not conduct the Lyft Multimodal Report in a given Contract Year, Lyft will instead conduct a separate survey that covers "Classic" Bicycle quality that will be administered by a third-party and will create a statistically significant representative sample.

b. In addition to the 2,800 Bicycles propelled solely by human power that Lyft will deploy as part of the planned Phase 3 expansion, Lyft will deploy 2,200 new Bicycles propelled solely by human power during summer 2023 throughout the Program.

(9) RFBS marketing and expanded equity

a. By October 1, 2023, Lyft will launch a marketing campaign aimed at raising awareness of the Reduced Fare Bike Share program in order to grow membership among low-income New Yorkers.

b. By October 1, 2023, Lyft and DOT will work together to pitch two (2) foundations on the opportunity to support the Reduced Fare Bike Share program; followed by an additional two (2) to three (3) by the end of 2023. Any funds resulting from such pitches will be placed in an escrow account to be established by Lyft and DOT and used to subsidize Reduced Fare Bike Share program rides and outreach.

c. Lyft will continue to support the City's Summer Youth Employment Program (SYEP) with free memberships, group rides, and helmets.

(10) Key Fobs.

a. Lyft will make a Bicycle key fob available to Annual Members upon request. Beginning on the Execution Date of the 9th Amendment, the fee charged for a Bicycle key fob shall not exceed $10 until January 1, 2024, and such cap shall be automatically increased on that date and on the first day of the calendar year thereafter by a percentage amount equal to the CPI increase for the trailing four calendar quarters preceding each such date plus 2% (so, for example, if the CPI increase were 1% for the trailing four calendar quarters, the applicable permitted percentage increase in the fee charged for a Bicycle key fob as of that date would be 3%).

Notwithstanding the foregoing, each Annual Member may request their first Bicycle key fob free of charge.

b. Lyft will ship each Bicycle key fob within thirty (30) days of an Annual Member's order for such Bicycle key fob.

(11) Safety committee. In addition to existing reporting requirements, Lyft will participate in meetings with the DOT Safety Committee to discuss crashes, injuries, and other safety-related issues. Such meetings will occur not more frequently than monthly, as determined by the DOT Safety Committee.

(12) Future negotiations and discussions

a. Lyft and the City will engage in good faith discussions towards a goal of an additional amendment to the Program Agreement within twelve (12) months of the Execution Date of this 9th Amendment. The subject of such negotiations should include:

(i) Premium Modality fleet growth;
(ii) Station electrification, including funding mechanisms (e.g., public funding; Program Agreement revenue share, etc.);
(iii) Fare savings to be passed along to riders with completion of charging network; and
(iv) Public subsidy to support policy goals.

b. Upon reaching a threshold of twenty (20) percent Station electrification, the Parties will meet to discuss potential adjustments to Program fees based on the observed operational savings resulting from Station electrification.

c. In the first quarter of 2024, the Parties will discuss initiatives that will leverage Citi Bike's existing and future e-charging network to create opportunities for working cyclists (e.g., Deliveristas, commercial cyclists) to safely charge or obtain safely charged ebike batteries.

d. If, subject to future actions by the City separate from this Agreement, the City elects to permit or otherwise allows any third party to offer rental services of light electric vehicles including electric scooters in the Exclusivity Zone, then the Parties will meet to discuss the observed impacts to Program Bicycle utilization from such new light electric vehicles and possible solutions.

e. Lyft and DOT will meet within three (3) months after the Execution Date of this 9th Amendment, and then monthly thereafter, to discuss adjusting the maximum Advertising or Sponsorship acknowledgment placement panel "viewable area" to 36" x 60".

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

(14) **Governing Law.** This 9th 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

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residents to be performed entirely within New York, without regard to principles of conflicts of law.

(15) **Severability.** In the event that any provision of this 9th 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.

(16) **Counterparts.** This 9th 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.

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IN WITNESS WHEREOF, the City, by its Commissioner of the New York City Department of Transportation, and Lyft have caused this 9th 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.

THE NEW YORK CITY
DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

LYFT BIKES AND SCOOTERS, LLC

DocuSigned by:
By: David Foster
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Name: David Foster
Title: President and CEO

Approved as to form and
certified as to legal authority:

_____
Acting Corporation Counsel

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THE NEW YORK CITY
DEPARTMENT OF TRANSPORTATION

By: _____
Name: Ydanis Rodriguez
Title: Commissioner

LYFT BIKES AND SCOOTERS, LLC

By: _____
Name:
Title:

Approved as to form and
certified as to legal authority:

_____
Acting Corporation Counsel
9/1/23