

**SETTLEMENT AGREEMENT**

This Settlement Agreement (“Settlement Agreement”) is entered into as of November 27, 2017 among the Metropolitan Transportation Commission (“MTC”), the City and County of San Francisco (the “City”) represented by the San Francisco Municipal Transportation Agency (“SFMTA”), and Bay Area Motivate, LLC (“Motivate”). MTC, SFMTA and Motivate are referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, MTC, SFMTA and Motivate are parties to a Coordination Agreement between MTC, Motivate, and participating cities including the City dated as of December 31, 2015 (the “Agreement”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Section 32 of the Agreement. Notwithstanding Motivate’s “exclusive right to operate a bike share program in the public rights-of-way”, Motivate and the City agree that electric bikes or electric assist bikes (collectively, “e-bikes”) are a desirable complement to pedal bikes in providing a full range of alternative transportation and that Motivate does not currently offer an e-bike product but is working in good faith to develop e-bikes that can be integrated into the Ford GoBike system. As a result, Motivate agrees to a one-time exception to its exclusivity in the area of e-bikes. The City, in its discretion, may issue a single permit for a pilot 250 stationless e-bike system for a period not to exceed 18 months, which may be increased by an additional 250 stationless e-bikes after nine months at the SFMTA’s sole discretion.
2. No Waiver. By agreeing to the foregoing exception, Motivate and the City do not otherwise waive, and do not intend to waive, any of their rights under the Agreement, including but not limited to the parties’ rights under Section 32.0 of the Agreement. For avoidance of doubt, each Party reaffirms and reiterates its respective obligations as set forth in Section 32.0, and reaffirms its authority, as set forth in Section 14.3 of the Agreement, to permit it to enter into such an agreement.
3. Agreement is Legally Binding. The Parties intend this Settlement Agreement to be legally binding upon and shall inure to the benefit of each of them and their respective successors and assigns, executors, administrators, heirs and estates.
4. Entire Agreement. The recitals set forth at the beginning of this Settlement Agreement are incorporated by reference and made a part of this Settlement Agreement. This Settlement Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. Furthermore, no modification of this Settlement Agreement shall be binding unless in writing and signed by each of the Parties. Except as expressly set forth herein, the Settlement Agreement does not affect the Parties’ rights and obligations under their existing agreements, including without limitation the Agreement.
5. Counterparts. This Settlement Agreement may be executed by the Parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. Authority to Execute Settlement Agreement. By signing below, each Party warrants and

represents that the person signing this Settlement Agreement on its behalf has authority to bind that Party and that the Party's execution of this Settlement Agreement is not in violation of any agreement, obligation, instrument, organizational document or other restriction upon such Party or by which such Party is bound.

Neither this Settlement Agreement nor any of its terms shall be used as an admission or introduced as evidence as to any issue of law or fact in any proceeding, suit or action, other than an action to enforce this Settlement Agreement or as ordered by any regulatory agency or court.

[signature page follows]

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Settlement Agreement to be executed as of the date set forth above.

**METROPOLITAN TRANSPORTATION COMMISSION**

Signature:  \_\_\_\_\_

Printed Name: Steve Heminger

Title: Executive Director

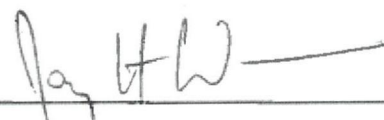
**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

Signature: \_\_\_\_\_

Printed Name: Edward D. Reiskin

Title: SFMTA Director of Transportation

**BAY AREA MOTIVATE, LLC.**

Signature:  \_\_\_\_\_

Printed Name: JAY H. WALDER

Title: PRESIDENT & CEO

IN WITNESS WHEREOF, and intending to be legally bound, each of the Parties hereto has caused this Settlement Agreement to be executed as of the date set forth above.

**METROPOLITAN TRANSPORTATION COMMISSION**

Signature: \_\_\_\_\_

Printed Name: Steve Heminger

Title: Executive Director

**SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

Signature:  \_\_\_\_\_

Printed Name: Edward D. Reiskin

Title: SFMTA Director of Transportation

**BAY AREA MOTIVATE, LLC.**

Signature:  \_\_\_\_\_

Printed Name: JAY H WACKER

Title: PRESIDENT & CEO