

EXHIBIT "2"

7/7/2014

MIAMI AREA BICYCLE SHARE SPONSORSHIP AGREEMENT

This MIAMI AREA BICYCLE SHARE SPONSORSHIP AGREEMENT ("Agreement"), effective June 7, 2014 is entered into by and between Citibank, N.A. ("Citi"), a national banking association and DecoBike, LLC, a Florida limited liability company ("Deco"). Each of Citi and Deco is referred to herein individually as a "Party" and collectively, the "Parties."

RECITALS

WHEREAS, Deco has entered into agreements with the cities of Miami and Miami Beach (the "Cities") to operate a 24-hour bicycle share program for Miami and Miami Beach (the "Program"); and

WHEREAS, Deco and Citi desire to enter into an agreement whereby Citi will become the title sponsor of the Program; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Grant of Rights. Subject to the terms and conditions of this Agreement, Deco hereby grants the following rights and benefits to Citi during the Term (as defined below):

A. The exclusive right to be the sole commercial sponsor of the Program and to designate the name of the Program during the Term;

B. The right to be the sole and exclusive title sponsor of the Program and the only entity whose name, logo and/or marks shall appear on the Program bicycles or other equipment. The Parties acknowledge and agree that the title level of sponsorship shall be the highest level of the sponsorship for the Program, meaning that no other Program sponsor (if any) shall have the same, similar or better benefits than those granted to Citi herein;

C. The sponsorship benefits set forth herein and in Exhibit A, attached hereto and made a part hereof; and

D. The right to use the Deco Marks (defined below) in its advertising and promotional materials.

II. Other Sponsors or Promotional Partners. During the Term of this Agreement, Citi acknowledges and agrees that Deco shall have the right to secure additional non-commercial sponsors or promotional partners. Deco shall, prior to entering into any agreement with or providing any sponsorship or promotional benefits to additional sponsors or partners, present all additional sponsors or partners to Citi for its written approval, which shall not unreasonably be withheld or delayed.

III. Deco's Responsibilities. Subject to the terms and conditions of this Agreement, Deco agrees, at its own cost and expense, to:

7/7/2014

A. Operate, establish, administer and conduct the Program, including but not limited to by securing and maintaining the bicycles to be used in the Program, building and managing the stations for such bicycles, maintaining and staffing a 24-hour customer service call center for the Program, siting of stations, conducting a variety of bicycle safety education initiatives and collecting Program membership fees, all in accordance with the Service Level Agreements ("SLAs") set forth in Exhibit B attached hereto and made a part of this Agreement as applicable, the Program metrics set forth in Exhibit C attached hereto and made a part of this Agreement, and with all applicable federal, state, and local laws, regulations, ordinances and codes. As part of such operations, Deco, in consultation with the cities of Miami and Miami Beach shall be responsible for the setting of prices for Program memberships, provided, however, that in the event that Deco seeks to increase prices by more than twenty percent (20%) than the prices set forth in Exhibit F, Deco shall secure Citi's prior approval;

B. Provide the benefits set out in Exhibit A, including the title sponsor naming rights. Deco will obtain all of the necessary rights, consents, licenses and permission to both perform its obligations hereunder and to allow Citi to exercise all of the rights and benefits provided by Deco herein;

C. Incorporate the Citi Marks (as defined below) including the Program Marks (as defined below) on the bicycles to be used in the Program, the stations for the Program, the maintenance trucks for the Program, receipts given to customers participating in the Program, and in all advertising and promotional materials for the Program, including but not limited to any web-based and printed materials, all subject to the terms set forth in Section VI(C) of this Agreement;

D. Conduct ongoing system research and analysis, including but not limited to a survey of Program members, on at least an annual basis. Such research and analysis shall be designed to understand public attitudes, impressions and use of the Program and may be executed through online, telephone and/or in-person surveys;

E. Develop and operate the Program website and Program mobile application(s) in accordance with Section VII below (including, subject to the mutual agreement of the Parties, acquiring the Program website URL(s) and Program mobile application(s), provided, however, that if any Program domain name or Program application name contains a Citi Mark, such name(s) will be owned by Citigroup Inc.);

F. In addition to maintaining the condition of the bicycles as set forth in Exhibit B, after any bicycle has been in service for three (3) years, Deco examine the condition of such bicycle and where the bicycle frame shows wear, tear, or fading of color of an excessive nature, Deco will replace or recondition such bicycle;

G. Provide Citi with copies of the ridership and usage reports it submits to the Cities of Miami and Miami Beach regarding the Program;

H. Promote and advertise the Program; and

I. Produce marketing and promotional materials for the Program.

7/7/2014

IV. Citi's Responsibilities. In consideration of the rights and benefits granted to Citi hereunder, Citi agrees to:

- A. Make timely payments to Deco of the consideration set forth in Section V below;
- B. Coordinate and consult with Deco on the marketing plan and all of the promotional efforts to be made in support of the Program, regardless of the Party making such efforts;
- C. Grant Deco the non-exclusive right to use the Citi Marks only in connection with the Program and the advertising, marketing and promotion of the Program in the United States (the "Territory") in accordance with the terms and conditions of this Agreement; and
- D. Provide fender stickers with the Program Logo (defined below) and Program Name (defined below) for installation on the bicycles by Deco.

V. Sponsorship & Equipment Fees.

A. Sponsorship Fee. In consideration for the rights and benefits granted to Citi hereunder, Citi agrees to pay Deco the following fees for the title sponsorship (the "Sponsorship Fee") during the term as follows:

- For the 2014-2015 contract year which shall begin on the Re-Launch Date (defined below), Citi shall pay Deco a total not to exceed \$1,645,000.00 in four installments each of which shall be due on the fifteenth day of the first month of the calendar quarter (in the following amounts: (i) \$399,500.00, (ii) \$423,000.00, (iii) \$411,250.00 and (iv) \$411,250.00); provided, however, that Deco re-launches, operates and maintains the Program with 1750 bicycles and 170 station kiosks (it is agreed and understood that bicycles may be out of circulation temporarily for maintenance and servicing). In the event that Deco fails to re-launch and continually operate the Program with 1750 bicycles and 170 station kiosks, Citi's Sponsorship Fee for such year will decrease based on the pro rata number of bicycles and kiosks that are operational. The first installment of \$399,500.00 shall be due on the Re-Launch Date. Each subsequent installment shall be due sixty (60) days after Citi's receipt of an acceptable invoice from Deco which include the amount of installment of the Sponsorship Fee based on a calculation completed as of the first day of the calendar quarter which shall be for amount of the applicable installment due or the pro rata amount of such fee based on the number of bicycles that are operational (using 1750 as the denominator), if not all 1750 are operational. In the event that Deco fails to have 700 bicycles and 85 kiosks ready for the re-launch of the Program by November 15, 2014, Citi shall have the right to terminate this Agreement.
- For the 2015-2016 contract year, Citi shall pay Deco a total not to exceed \$1,801,275.00 in four installments each of which shall be due on the fifteenth day of the first month of the calendar quarter, the first two of \$444,150.00 and the last two of \$456,487.50 based on invoices received from Deco at the start of each calendar quarter; provided that 1800 bicycles and between 170 and 175 kiosks continue to be operational for the Program. In the event that 1750 bicycles and 170 kiosks are not operational then the invoices submitted by Deco shall be for a pro rata amount of

7/7/2014

the applicable installment based on the number of bicycles that are operational (using 1800 as the denominator).

- For the 2016-2017 contract year, Citi shall pay Deco a total not to exceed \$1,969,065.00 in equal quarterly installments, each of which shall be due on the fifteenth day of the first month of the calendar quarter, of \$492,266.25 based on invoices received from Deco at the start of each calendar quarter; provided that 1900 bicycles and be kiosks continue to be operational for the Program. In the event that 1900 bicycles and between 175 - 180 kiosks are not operational then the invoices submitted by Deco shall be for a pro rata amount of \$492,266.25 based on the number of bicycles that are operational (using 1900 as the denominator). In addition, the first installment of the Sponsorship Fee for this year of the Term shall only be due if seventy-five percent (75%) new racks with the Program Logo and colors have been installed in Miami Beach. In the event that seventy-five (75%) of the new racks have not been installed Citi shall be able to withhold payment until the racks are installed.
- For the 2017-2018 contract year, Citi shall pay Deco a total not to exceed \$2,176,340.00 in equal quarterly installments, each of which shall be due on the fifteenth day of the first month of the calendar quarter, of \$544,085.00 based on invoices received from Deco at the start of each calendar quarter; provided that 2000 bicycles and between 180 - 185 kiosks continue to be operational for the Program. In the event that 1900 bicycles and between 180 - 185 kiosks are not operational then the invoices submitted by Deco shall be for a pro rata amount of \$544,085.00 based on the number of bicycles that are operational (using 1900 as the denominator).
- For the 2018-2019 contract year, Citi shall pay Deco a total not to exceed \$2,285,160 in equal quarterly installments, each of which shall be due on the fifteenth day of the first month of the calendar quarter, of \$571,290.00 based on invoices received from Deco at the start of each calendar quarter; provided that 2000 bicycles and between 180 - 185 kiosks continue to be operational for the Program. In the event that 2000 bicycles and between 180 - 185 kiosks are not operational then the invoices submitted by Deco shall be for a pro rata amount of \$571,290.00 based on the number of bicycles that are operational (using 2000 as the denominator).

B. Equipment Fees. Citi shall also pay Deco the following equipment fees which shall be used by Deco to purchase new kiosk payment terminals and dock pods ("Equipment Fees"):

- For the 2014-2015 contract year, Citi shall pay Deco Equipment Fees totaling \$749,440.00 to purchase new kiosk payment terminals in two installments as follows: (i) \$449,440.00 which shall be due in the first calendar quarter of 2015 and (ii) \$300,000.00 which shall be due in the third calendar quarter of 2015.
- For the 2015-2016 contract year, Citi shall pay Deco Equipment Fees totaling \$550,000.00 to purchase new dock pods in four installments as follows: (i) \$200,000.00 in the fourth calendar quarter of 2015, (ii) \$125,000 in the first calendar quarter of 2016, (iii) \$125,000 in the second calendar quarter of 2016, and (iv) \$100,000 in the third calendar quarter of 2016..

7/7/2014

- For the 2016-2017 contract year, Citi shall pay Deco Equipment Fees totaling \$400,000.00 payable in four equal quarterly installments to purchase new dock pods.
- For the 2017-2018 contract year, Citi shall pay Deco equipment fees totaling \$400,000.00 payable in four equal quarterly installments to purchase new dock pods.
- For the 2018-2019 contract year, Citi shall pay Deco equipment fees totaling \$350,000.00 to purchase new dock pods in four instalments as follows: (i) \$100,000 in fourth calendar quarter of 2018, (ii) \$100,000 in the first calendar quarter of 2019, (iii) \$75,000 in the second calendar quarter of 2019, and (iv) \$75,000 in the third calendar quarter of 2019.

Deco shall maintain books and records which include invoices for the equipment purchases set forth above and shall supply such invoices and books and records to Citi at Citi's request. In the event that Deco is able to purchase the equipment specified above for less money than provided by Citi, Deco shall refund Citi the monies unspent on such equipment.

C. Advances. During the first contract year, Citi shall advance Deco a total of \$800,000, payable as follows: (i) \$290,500 on the first day of the fourth calendar quarter of 2014; (ii) \$400,000 on the first day of the first calendar quarter of 2015; (iii) \$54,750 on the first day of the second calendar quarter of 2015; and (iv) \$54,750 on the first day of the third calendar quarter of 2015. Deco shall then provide Citi with quarterly \$50,000 credits which shall be used to reduce Citi's Sponsorship Fee payments beginning in the fourth quarter of 2015 until the end of the Term.

D. Payment Terms. All payments made hereunder shall be payable and delivered by wire transfer and shall be made upon invoice sent by Deco no less than sixty (60) days prior to each of the due dates set forth herein. Except as otherwise specifically set forth herein, as between Citi and Deco, each Party shall be responsible for any costs and expenses incurred by them associated with the performance of their obligations under this Agreement. For accounting purposes, Deco may designate and direct Citi to make full or partial payments to an affiliate or subsidiary of Deco, approved by Citi, that is legitimately performing duties covered by this agreement as Deco has, or may have, different shareholders and financial obligations under different corporate entities in the performance of its duties on behalf of several independent municipalities.

VI. Naming, Marks & Hyperlinks.

A. Program Name. Deco and Citi agree that the initial Program name shall be "Citi Bike." In the event that Citi (i) changes its corporate name or (ii) changes its branding strategy, Citi shall be entitled to change the Program Name by substituting its new corporate name or national brand in place of its current name, subject to the prior written approval of Deco, such approval not be unreasonably withheld, and, so long as such change is permissible under Deco's municipal agreements and applicable local ordinances relating to branding the public right of way. Deco agrees that it will consent to the change of Program Name pursuant to this Section VI(A) if such name reflect the then current corporate name of Citi or Citi's then current brand.

B. Program Logo. Citi has developed a program logo that incorporates the Program Name ("Program Logo") and is attached hereto in Exhibit D. The Program Name and Program Logo shall both

7/7/2014

be considered Citi Marks. In the event of a change in the Program Name, Citi and Deco agree to work in good faith to jointly develop a new Program Logo. Given the centrality of the Citi Marks to Citi's brand identity, Citi shall have the sole and exclusive ownership of any and all right, title, and interest in and to the Program Name and Program Logo

C. The Parties' Marks & Hyperlinks.

1. Citi Marks. Citi, on behalf of its affiliate Citigroup Inc., hereby grants to Deco a non-exclusive, non-transferable, non-sublicensable, royalty-free license in the United States and on the Internet during the term of this Agreement to use the Program Name, Program Logo, and trademarks, service marks, and other indicia of ownership of Citi set forth on Exhibit D (the "Citi Marks") in operating, advertising and promoting the Program in any media whether existing now or later invented, including but not limited to for incorporation on the bicycles and stations, provided, however, that Citi approves all such uses of the Citi Marks (including, but not limited to approval of messages containing any of the Citi Marks delivered through social media platforms such as Facebook and Twitter) in writing in advance of distribution or printing. Notwithstanding the forgoing it is understood that Deco can only use the Citi Marks to operate the Program in the cities of Miami, Miami Beach, Surfside, Bay Harbor Islands (or any other municipalities that Deco may expand to locally that may become subject to this agreement) and any uses outside the state of Florida shall solely be related to the promotion and advertising of the Program as it is available in Miami and Miami Beach. Citi's approvals shall not be unreasonably withheld or delayed. All uses by Deco of the Citi Marks shall (1) be appropriate and dignified and benefit Citi's public image and (2) inure solely to the benefit of Citi. Deco shall have the limited right to sublicense the Program Name and Logo during the Term in the Territory in connection with operating, advertising and promoting the Program in any media whether existing now or later invented to third parties who promote the Program or advertise offers in connection with the Program as part of their participation in the Program, provided, that such third parties are approved by Citi and the sublicense is a form approved by Citi and includes Citi as a third party beneficiary of the license for the purposes of enforcing Citi's rights to the Program Name and Program Logo. Notwithstanding the forgoing, Deco shall not be permitted to sublicense the Citi Marks to any mobile application providers. Rather, Citi shall enter into such agreements with such providers directly, as Citi determines necessary. Citi hereby grants to Deco permission to establish and maintain a hyperlink from the Program website where the Citi Marks appear to citi.com (or such other URLs as Citi may designate) (the "Citi Hyperlinks"). The Citi Hyperlinks will be used for the purposes of promoting and advertising Citi's sponsorship of the Program, and Deco may link to Citi's websites solely for those purposes. Citi reserves the right, in its sole discretion, to eliminate, disable or discontinue the Citi Hyperlinks at any time, or to require Deco to eliminate, disable or discontinue the Citi Hyperlinks at any time.

2. Deco Marks. Deco hereby grants to Citi a non-exclusive, non-transferable, non-sublicensable, royalty-free license in the United States and on the Internet during the term of this Agreement to use the trademarks, services marks and other indicia of ownership of Deco attached hereto as Exhibit E (collectively, the "Deco Marks") in advertising and promoting the Program in any media whether existing now or later invented. Deco shall have the right to approve all such uses in writing in advance of distribution or printing. Such approvals shall not be unreasonably withheld or delayed. Deco

7/7/2014

hereby grants to Citi permission to establish and maintain a hyperlink from the Citi.com (or any other Citi website) to the Program website (the "Deco Hyperlinks"). The Deco Hyperlinks will be used for the purposes of promoting and advertising the Program, and Citi may link to the Program website solely for those purposes. Deco reserves the right, in its sole discretion, to eliminate, disable or discontinue the Deco Hyperlinks at any time, or to require Citi to eliminate, disable or discontinue the Deco Hyperlinks at any time.

VII. Program Website & Application

A. Functionality & Ownership. As set forth in Section III(E) Deco shall be responsible for creating, updating, hosting, and operating a Program website and Program mobile application, including but not limited to creating and adhering to terms and conditions and privacy policies for the such website and application. Deco shall ensure that the Program website is available to users as of the Program Re-Launch Date (defined below) and that the Program mobile application is available to users on a date that is mutually agreed upon by the parties but no later than one month before the Program Re-Launch Date. The version of the Program mobile application that shall launch on such mutually agreed upon date shall allow users to locate Program stations, available bicycles, and Citibank branches and shall be created for Apple and Google platforms. Deco shall be responsible for expanding the Program mobile application to run on other platforms as mutually agreed to by the Parties and shall, at regular intervals as reasonably necessary for the operation of the application, update the mobile application and issue new versions of the application which shall include functionality that will be mutually agreed upon by the Parties. Except as set forth in Section VI(C)(1), Deco shall own the Program mobile application and website, both of which shall relate solely to the Program.

B. Takedown Notices. Deco authorizes Citi and its affiliates and their designee(s) to act as agent for and on behalf of Deco for purposes of seeking the takedown, removal, or deletion of any unauthorized reproductions or colorable imitations of the Program mobile application or website, and undertaking activities in connection therewith (and Deco shall provide related consents and authorizations or join as a party if reasonably requested by Citi). The Parties acknowledge and agree that Citi shall have no obligation to seek such takedown, removal, or deletion and may cease pursuing the takedown, removal, or deletion of any such reproduction or imitation at any time and in Citi's sole discretion. Citi shall have no liability to Deco or affiliates or any other person or entity in connection with its or its designee(s) actions or omissions in connection with any such takedown, removal, or deletion, and any such actions or omissions shall be considered those of Deco for the purposes of Section VII(B) of this Agreement.

C. Security Incident Reporting. In order to ensure a consistent process for identifying, reporting, investigating and closing information security incidents, Deco shall develop, implement, document and maintain an information security incident reporting process (hereinafter a "SIRP"). Such SIRP shall (a) provide an accurate and up-to-date list of Deco and Citi personnel to be contacted in the event of an actual or suspected information security incident related to the Program website and/or Program mobile application which may or could result in the disclosure of personally identifying information from Program members, including but not limited to credit or debit card numbers, (b) detail incident severity definitions, and (c) set specific escalation procedures and timeframes for same based upon the breach

7/7/2014

severity level of the actual or suspected information security incident. At a minimum, the SIRP must (1) mandate that all of Deco personnel notify their management in the event that any of Deco personnel become aware of any action which indicates that there has been or may be an information security incident, and (2) mandate that an officer of Citi must be contacted immediately in the event of any actual or likely disclosure of personally identifying information from members, in accordance with the aforementioned escalation procedure.

D. Vulnerability Assessment. At Citi's request, no less than semi-annually, Deco will allow Citi or a third party engaged by Citi, to perform a vulnerability assessment of the Program website and/or Program mobile application, including but not limited to Deco's technology infrastructure ("Vulnerability Assessment"). Citi shall be responsible for all expenses associated with the performance of the Vulnerability Assessment. Deco will provide information requested by Citi to enable Citi or a third party engaged by Citi to perform the Vulnerability Assessment within seven (7) days of Citi's request for such information. Citi shall keep complete and accurate records regarding the results of the Vulnerability Assessment. Citi will notify Deco of security risks identified by Citi or by a third party engaged by Citi (singular "Deficiency", or plural, "Deficiencies"). Deco shall have thirty (30) days to cure all Deficiencies identified as "high" according to industry standards. All other Deficiencies identified will be cured by Deco within ninety (90) days of Citi's notification to Deco of such Deficiencies. Deco shall be responsible for all expenses associated with curing Deficiencies identified as a result of the Vulnerability Assessment. Citi shall have the right to re-perform the Vulnerability Assessment upon receipt of Deco's notification that Deficiencies were eliminated. If, in Citi's sole and exclusive discretion, the results of such Vulnerability Assessment demonstrate that Deco has failed to cure any Deficiency, Citi shall have the right to terminate this Agreement immediately upon written notice, without liability. Further, if Citi terminates this Agreement in accordance with this Section, Citi shall be entitled to a prorated refund of the fees paid to Deco.

Industry standard definition of HIGH, MEDIUM, and LOW Deficiencies

High Risk: These issues identify conditions that could directly result in the compromise or unauthorized access of a network, system, application or information. Examples of High Risks include known buffer overflows; weak/no passwords, no encryption, which could result in denial of service on critical systems or services; unauthorized access; and disclosure of information. In addition, all non-compliant Citigroup policy issues will be categorized as High Risk.

Medium Risk: These issues identify conditions that do not immediately or directly result in the compromise or unauthorized access of a network, system, application or information, but do provide a capability or information that could, in combination with other capabilities or information, result in the compromise or unauthorized access of a network, system, application or information. Examples of Medium Risks include unprotected systems, files, and services that could result in denial of service on non-

7/7/2014

critical services or systems; and exposure of configuration information and knowledge of services or systems to further exploit.

Low Risk: These issues identify conditions that do not immediately or directly result in the compromise of a network, system, application, or information, but do provide information that could be used in combination with other information to gain insight into how to compromise or gain unauthorized access to a network, system, application or information. Low risk issues may also demonstrate an incomplete approach to or application of security measures within the environment. Examples of Low Risks include cookies not marked secure; IP hopping; revealing system banners; and general best practices recommendations.

VIII. Term & Termination

A. Term. The initial term of this Agreement shall begin on the effective date and shall continue for a period of five (5) years from the date that the Program is re-launched to include the downtown Miami area and all Program bicycles include the Program Logo (the "Program Re- Launch Date") (the "Initial Term"), unless terminated earlier in accordance with Section VIII(B). Such Program Re-Launch Date shall occur no later than November 15, 2014. Thereafter, the Parties may automatically renew this Agreement for (a) an additional five (5) year term in Deco's City of Miami program and (b) to the natural expiration of Deco's municipal contract term in the City of Miami Beach (Expiration Date: September 30, 2023), upon the mutual agreement of the Parties no less than one-hundred and twenty (120) days prior to the end of the then-current term (each, a "Renewal Term"). The Parties will mutually agree on the Sponsorship Fee for any Renewal Term, while all of the other terms and conditions set forth herein shall remain the same, except as otherwise agreed to by the Parties in writing. Notwithstanding the forgoing, in the event that Deco elects not to renew the Agreement and enter into an agreement with a third party for the title sponsorship, Deco must, prior to entering into such an agreement, provide Citi with the option to renew its sponsorship under the same terms and conditions as those offered to such third party. The Initial Term together with each Renewal Term shall collectively be referred to herein as the "Term."

B. Termination

1. Citi shall have the right to terminate this Agreement upon ten (10) days prior written notice to Deco in the event that the City of Miami, the City of Miami Beach, or any other governmental or administrative body or agency having jurisdiction related to the Program, terminates its agreement with Deco governing the Program or passes any rule, regulation, or law that would significantly limit Deco's ability to operate the Program as contemplated herein. In the event of such termination, Deco shall refund Citi a pro-rata portion of the Sponsorship Fee and any applicable advances paid for the contract year during which such termination occurs. Nothing herein shall be interpreted to preclude Citi from entering into an agreement with another operator of the Program in the event that the contract between Deco and the City of Miami or the City of Miami Beach is terminated.
2. Citi shall have the right to terminate this Agreement immediately in the event that a change in law, regulation, or other regulatory requirement applicable Citi (herein referred to as "New

7/7/2014

Legislation"), would prohibit Citi from sponsoring the Program or would render Citi's obligations hereunder impermissible or impracticable without a violation of the New Legislation. Notwithstanding the forgoing, in the case of termination by Citi pursuant to this paragraph, Citi shall provide Deco with the amount of prior notice allowed based on the effective date and the content of such New Legislation. Any Equipment Fees already paid by Citi to Deco shall not be refundable if Citi terminates for this reason and Citi shall continue to make such payments pursuant to a separate written agreement which will be entered by the parties, provided, that Deco has made purchases for which such Equipment Fees were to be used (and can provide supporting documentation of such purchases), the equipment is necessary and capable of functioning as intended, and Deco is not able, after using all commercially reasonable efforts to immediately cancel the order(s), return or reduce the amount of such purchases.

3. Citi shall also have the right to terminate this Agreement if Deco breaches this Agreement and the breach remains uncured for more than twenty (20) days after Deco receives written notice of such breach from Citi, except for breaches by Deco of Section III(C), (D), (E), (F), (G), in which case Deco shall have sixty (60) days to cure such breach and breaches which result from Deco's failure to meet the non-safety related SLAs for which Deco shall have ninety (90) days to cure such breach. In the event of such termination, Deco shall refund Citi a pro-rata portion of the Sponsorship Fee paid for the contract year and any applicable advances during which such termination occurs. Notwithstanding the forgoing, in the event of that Citi terminates this Agreement as a result of a breach for with a sixty (60) or ninety (90) cure period applies, then any advances made by Citi of the Sponsorship Fees and the Equipment Fees paid by Citi shall not be refundable; provided that Deco has made purchases for which such advances and Equipment Fees were to be used (and can provide supporting documentation of such purchases), the equipment is necessary and capable of functioning as intended, and Deco is not able, after using all commercially reasonable efforts to immediately cancel the order(s), return or reduce the amount of such purchases and provided, further, such termination is not the result of Deco's misuse of such Equipment Fees or the advances.
4. Citi shall also have the right to terminate this Agreement upon one hundred eighty (180) days written notice in the event that the Program fails to meet the agreed upon utilization metrics set forth in Exhibit C by the end of the fourth quarter of the first year of the Term. Such termination would become effective on the last day of the first quarter of the second year of the Term. Any Equipment Fees and advances of Sponsorship Fees used to pay for equipment for the Program provided by Citi shall not be refundable and Citi shall continue to pay the Equipment Fees pursuant to a separate written agreement which will be entered by the parties; provided that Deco has made such purchases (and can provide supporting documentation of such purchases), the equipment is necessary and capable of functioning as intended and Deco is not able, after using all commercially reasonable efforts to cancel, return or reduce the amount of such purchases and provided, further, such termination is not the result of Deco's misuse of such Equipment Fees or the advances.

7/7/2014

5. Deco shall have the right to terminate this Agreement upon prior written notice to Citi if Citi fails to make a payment to Deco of any sums due hereunder, provided that Citi is notified in writing of such nonpayment by Deco and such payment is not made within twenty (20) days following Citi's receipt of such notification. In the event of such termination, Citi will still be obligated to pay the sums due hereunder up to the date of termination, but shall be relieved of any future payment obligations hereunder, except for Equipment Fee for purchases which Deco can demonstrate through documentary evidence are non-cancellable or refundable.
6. Either Party shall have the right to terminate this Agreement upon prior written notice to the other Party in the event of: (i) the other Party's insolvency; (ii) the filing of any petition by or against the other Party under bankruptcy, reorganization, or receivership law which petition is not withdrawn or dismissed within thirty (30) days thereafter; (iii) the other Party's execution of an assignment for the benefit of creditors; or (iv) the appointment of any trustee or receiver of the other Party's business or assets or any part thereof, unless such petition, assignment, or appointment is withdrawn or nullified within fifteen (15) days of such event. In the event of termination by Citi hereunder, Deco shall refund Citi a pro-rata portion of the Sponsorship Fee paid for the contract year during which such termination occurs. Any Equipment Fees paid by Citi shall not be refundable; provided that Deco has made such purchases (and can provide supporting documentation of such purchases), the equipment is necessary and capable of being functioning as intended and Deco is not able, after using all commercially reasonable efforts to cancel, return or reduce the amount of such purchases.
7. Upon termination or expiration of this Agreement, each Party shall immediately cease using the Marks of the other Party.

VIII. Representations, Warranties & Covenants.

A. By Deco. Deco represents, warrants and covenants that:

1. It is authorized by the cities of Miami and Miami Beach and has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any third party;
2. It has or will obtain all government licenses, waivers, releases, registrations, approvals, permits or other authorizations necessary to perform its obligations as contemplated under this Agreement and that such licenses, agreements, permits, waivers, releases, registrations, approvals, and/or authorizations will be valid and sufficient for the performance of its obligations hereunder;
3. It will comply with all applicable laws, regulations, ordinances and codes pertaining to the fulfillment of its obligations under this Agreement; and

7/7/2014

4. The Deco Marks and all content, promotions, and advertising created or furnished by Deco (except to the extent they use the Citi Marks) for use in connection with the Agreement will not violate or infringe upon the rights of any third party when used by Citi in accordance with the terms of this Agreement.
5. Deco has and will maintain information security standards and procedures for the Program website and Program mobile application in accordance with industry standards and maintains appropriate procedures to remediate any information security breach that may occur. If Deco learns that an information security breach has occurred on the Program website or Program mobile application, Deco will promptly notify Citi of such information security breach to the extent legally permissible.

B. By Citi. Citi represents, warrants and covenants that:

1. It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any third party;
2. The use of the Citi Marks as permitted and approved hereunder shall not infringe upon the intellectual property rights of any third party; and
3. It will comply with all applicable laws, regulations, ordinances and codes pertaining to the fulfillment of its obligations under this Agreement.

IX. Indemnification.

A. Deco shall defend, indemnify, and hold harmless Citi, its parents, affiliates and subsidiaries and its and their respective directors, officers, employees and agents from and against any liabilities, losses, investigations, inquiries, claims, suits, damages, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to (i) Deco' breach of its obligations under this Agreement, including but not limited to its representations and warranties; (ii) the failure of Deco or those acting under its control to comply with all applicable laws, regulations, codes, ordinances or other requirements of any governmental authority; (iii) the authorized use of the Deco Marks and materials provided by or on behalf of Deco; (iv) the acts or omissions of Deco or anyone acting under its direction or control; (v) the unauthorized use by Deco of the Citi Marks or other Citi-owned materials provided pursuant to this Agreement; (vi) or any loss, damage, personal injury or death, suffered by any third party arising in connection with the Program.

B. Citi shall defend, indemnify, and hold harmless Deco and its directors, officers and employees from and against any Claims arising out of or otherwise relating to (i) Citi's breach of its obligations under this Agreement, including but not limited to its representations and warranties; (ii) the authorized use of the Citi Marks and any materials provided by Citi in connection with the Program; and (iii) the unauthorized use by Citi of the Deco Marks or other Deco-materials provided pursuant to this Agreement.

C. Notwithstanding the foregoing, neither Party shall be obligated to indemnify the other Party for any Claims that may arise out of the gross negligence or willful misconduct of the party otherwise

7/7/2014

indemnified. Each Party shall provide written notice to the other of any Claims, whether actual or threatened, promptly upon receipt of notice thereof. The other party shall make no settlement of an indemnified claim specifically naming or directing the indemnified Party without the Indemnified Party's prior written approval.

X. Insurance.

A. During the Term, Deco shall obtain and maintain all insurance coverage needed to provide and the properly run the Program and as required by federal or state law, including without limitation, Workers Compensation with statutory limit and one million dollars (\$1,000,000) Limit Employer's Liability, one million dollars (\$1,000,000) Limit for Automobile Liability, Commercial General Liability including broad form contractual liability and personal injury endorsements, providing coverage against liability for bodily injury and property damage in the minimum amount of \$1MM per occurrence and no less than two million dollars (\$2,000,000) annual aggregate in addition to an Umbrella/Excess Liability providing excess liability coverage in the minimum amount of ten million dollars (\$10,000,000.00) annual aggregate. Upon request of Citi, Deco shall provide a copy of a Certificate of Insurance that conforms to the foregoing requirements. The certification provided to Citi must include the amount and type of the coverage(s), names of the insurance providers, the policy numbers and the expiration date of such coverage(s), or that such coverage information has not materially changed since the effective date of this Agreement or the prior year's certification, as the case may be.

B. Citi, its parent Citigroup Inc. and subsidiaries as "Additional Insured" should be listed on any General Liability, Auto Liability, and Umbrella Liability coverage. In addition, Citi should be named as "Certificate Holder" on the Certificate of Insurance. Insurance Carrier shall notify Citi thirty (30) days prior to any non-renewal or cancellation of the Insurance required.

C. Citi's acceptance of delivery of a Certificate of Insurance that does not conform to the requirements herein shall not relieve Deco of its obligations to provide applicable insurance conforming to the requirements herein. Failure to comply with the insurance requirement above shall constitute a material breach of this Agreement.

XI. Confidentiality.

A. Each Party shall treat as confidential and shall not copy or duplicate or disclose to any person or organization any information obtained from the other Party, either directly or indirectly, that is marked as confidential or which should be reasonably understood to be confidential ("Confidential Information") and will only use or reproduce such Confidential Information (i) to perform its obligations under this Agreement, (ii) as required by the order of any court or any government agency with proper jurisdiction (and provided it gives notice to disclosing Party and an opportunity to object to the disclosure of such Confidential Information) or (iii) to receiving Party's attorneys, accountants or other representatives as necessary in the performance of their duties and in the case of Deco, to the cities of Miami and Miami Beach solely to the extent required under the agreements between Deco and such cities. Confidential Information shall not include (1) information that was in the public domain through no fault of the receiving Party at or subsequent to the time it was communicated to the receiving Party, (2) information

7/7/2014

that was rightfully in the receiving Party's possession free of any obligation of confidentiality at or subsequent to the time it was communicated to the receiving Party by the disclosing Party and (3) information developed by receiving Party independently or and without reference to information provided by the disclosing Party hereunder. Without the disclosing Party's prior written consent and other than as set forth above, receiving Party may not disclose Confidential Information to any third party. The receiving Party shall treat Confidential Information with at least the same degree of care that it treats its own confidential information and shall exercise reasonable precautions to prevent disclosure of Information to unauthorized parties. If the receiving Party becomes aware of any threatened or actual violation of the disclosing Party's obligations with respect to Confidential Information, the receiving Party shall immediately notify the disclosing Party thereof and the receiving Party will, and will assist the disclosing Party with its effort to, cure or remedy such violation.

B. This Agreement and the Parties' dealings under this Agreement, including any payments made by Citi, are confidential and shall not be disclosed by either Party without the prior written consent of the other Party (which may be by e-mail), unless such Party is under a legal obligation to disclose such information or such disclosure is to such Party's advisors or for purposes of enforcement. In such event, the Party with the obligation to so disclose shall make reasonable efforts to provide the other Party with adequate notice of the required disclosure.

XII. Miscellaneous.

A. Governing Law & Jurisdiction. All matters affecting the interpretation or performance of this Agreement and the rights of the Parties hereto shall be governed by and construed in accordance with the laws of the State of New York, exclusive of conflict of laws provisions. Any action or proceeding commenced pursuant to this Agreement shall be commenced in a federal or state court in the State of New York, County of New York. Both Parties hereby irrevocably waive trial by jury.

B. No Subcontractors. Deco may not engage any third party to perform any of its obligations hereunder without Citi's prior written approval. Notwithstanding such approval, Deco shall remain responsible for the performance of all obligations hereunder and for the acts or omissions of any its agents or subcontractors.

C. Assignment. Neither party shall assign this Agreement, in whole or in part (by assigning any right or delegating any duty under this Agreement), voluntarily or involuntarily, by operation of law, or in any other manner, without the other party's prior written consent (which may be by e-mail or facsimile) which may be withheld in such party's sole discretion, provided, however, that Citi may assign this Agreement to an affiliate or subsidiary capable performing hereunder upon notice, but without consent, to Deco. Except for such assignment by Citi, any purported assignment or delegation by a party without the other party's prior written consent is void. Subject to the foregoing, all of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors and permitted assigns of the parties.

D. Force Majeure. In the event that Deco is unable to perform its obligations under this Agreement as a result of an Act of God or of the public enemy, act of the government either in its sovereign or

7/7/2014

contractual capacity, suspension or cancellation of the Program, civil commotion, fire, or flood, each of which must have a prolonged impact on the use of bicycles in the cities of Miami and/or Miami Beach (each an "Event") for one hundred twenty days (120), then Citi may, at its option either extend the Term for a period equal to the period that Deco was unable to perform its obligations or, if the impact exceeds one hundred eighty days (180), terminate this Agreement. In addition, if as the result of such Event, Deco is unable to meet the Program metrics in Exhibit C, then Citi shall also have the right to extend the Term for a period equal to the period of the Event. Notwithstanding the above, this Section XII (D) shall not relieve the Parties of any obligations relating to confidentiality, information security or non-infringement under this Agreement.

E. Relationship of the Parties. Deco shall perform services as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture or relationship of principal and agent between the Parties hereto or any affiliates or subsidiaries thereof, or to provide either Party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party. Deco also agrees that it will not hold itself out as an affiliate of, or partner, joint venturer, co-principal or co-employer with Citi or any of its parent corporations, affiliates or subsidiaries by reason of this Agreement and that Deco will not permit any of its employees, agents or subcontractors to hold themselves out as, or claim to be, officers or employees of Citi or any of its parent corporations, subsidiaries or affiliates by reason of this Agreement.

F. Role of the Cities of Miami & Miami Beach. Pursuant to its agreements with the cities of Miami and Miami Beach, copies of which has been provided to Citi, Citi acknowledges and agrees that the such municipalities may have approval rights regarding the Program Logo, Program Name, colors of the bicycles and stations, and station formats. Deco shall be responsible for securing any necessary approvals which shall not be unreasonably withheld.

G. Waiver. This Agreement constitutes the entire agreement of the Parties and supersedes all prior representations, proposals, discussions, and communications, whether oral or in writing, relating to the subject matter hereof. This Agreement may be modified only by a written instrument signed by both Parties. None of the provisions of this Agreement may be waived or modified, except expressly in writing signed by both Parties. However, failure of either Party to require the performance of any term of this Agreement or the waiver by either Party of any breach shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

H. Severability. Each and every paragraph, sentence, term and provision of this Agreement shall be considered independent, reasonable, and severable. If a court of competent jurisdiction or arbitrator(s) makes a final determination that any paragraph, sentence, term or provision of this Agreement is unreasonable, invalid or unenforceable, the remaining paragraphs, sentences, terms and provisions of this Agreement shall be unimpaired and the unreasonable, invalid or unenforceable paragraph, sentence, term or provision of this Agreement shall be deemed replaced by a paragraph, sentence, term or provision that is valid, reasonable and enforceable and that most closely approximates the intention of the Parties with respect to the unreasonable, invalid or unenforceable term or provision, as evidenced by the remaining valid enforceable terms and conditions of this Agreement.

7/7/2014

I. Audit. At least once during each year of the Term Citi, its internal or external auditors shall be entitled to audit Deco's books and records as related to the Program and Deco's expenditure of the Equipment Fees and advances. In the event that Citi finds that Deco has overstated such expenditures or misused such Equipment Fees or advances, Citi shall be entitled to terminate this Agreement and receive a refund of such Equipment Fees and/or advances.

J. Publicity. Neither Party shall issue any press release or public announcement concerning this Agreement, or identifying, mentioning or using the name of the other Party, without obtaining the prior approval of the other Party hereto, which approval shall not be unreasonably withheld, conditioned or delayed; provided, however, that Citi shall be entitled to include the Program in any list of its sponsorships.

K. Notice. Unless otherwise specified herein, all notices, requests, demands, payments, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given (i) when hand-delivered, (ii) upon delivery when sent by express mail, courier, overnight mail or other overnight or next-day delivery service, (iii) when received when sent by facsimile or via email, provided that such facsimile or email is electronically confirmed to have been received, or (iv) three (3) days after the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or when deposited with a public telegraph company for immediate transmittal, charges prepaid, addressed as follows:

Citi: Citibank, N.A.
Attn: Elyssa Gray
One Court Square
Long Island City, NY 11120

With a copy to: Citi Legal Department
Attn: Jane G. Pollack or Anne Robinson
One Court Square, 41st Floor
Long Island City, NY 11120

Deco: 41 NE 17 TER, MIAMI, FL 33132

Citi or Deco may change its address by giving written notice of such change of address to the others.

L. Survival. The following provisions shall survive expiration or termination of this Agreement: Sections VIII(B)(2), VIII(B)(4), VIII(B)(7), IX – XII.

M. Entire Agreement. This Agreement, including all exhibits, schedules, and other attachments to this Agreement as well as documents specifically referenced in this Agreement, constitute the entire expression of the Parties' agreement with regard to the subject matter of this Agreement. All prior and

7/7/2014

contemporaneous negotiations and agreements between the parties with regard to the subject matter of this Agreement are expressly superseded by this Agreement.

N. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed original counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITIBANK, N.A.

DECOBIKE, LLC

By: 

By: 

Print Name:

HEATHER M. COZ

Print Name:

RICARDO PIERDANT

Title:

Chief Client Experience
Digital & Marketing Officer

Title:

PRESIDENT

7/7/2014

Exhibit A

Sponsorship Benefits

In addition to the benefits outlined in Sections I and III of the Agreement, Deco shall provide to Citi the following sponsorship benefits during each year of the Term:

1. Status, Rights & Exclusivity

- Citi will be the exclusive title sponsor of the Program
- Citi colors as selected by Citi shall be incorporated into the branding of the Program, subject to approval by the cities of Miami and Miami Beach
- During each year of the Term, Deco will provide Citi with a most favored discounted rate on all passes and memberships in the Program and will give Citi \$7500 of free Program memberships in the form of passes, member access cards or key fobs to be distributed by Citi in its sole discretion, but in compliance with the terms and conditions of the Program.
- At least once during each year of the Term, Deco shall allow Citi to create an email that may, in Citi's sole discretion, include messaging about Citi products and services, that Deco will deploy to the Program member base (excluding members who have opted out from receiving marketing messages)

2. Citi Branding Visibility on Bicycles

- Program Name and Program Logo on the fenders, frames, and baskets of all of the Program bicycles, the exact placement of which shall be mutually agreed upon by the parties. Such Program Name and Program Logo shall appear on all Program bicycles (minimum 1700), as of the Program Re-Launch Date. Deco will add the Program Name and Program Logo to all Program bicycles that it adds to the Program. In addition, in the event that Deco orders new bicycles, such bicycles shall not include the name of the manufacturer of such bicycles on the seats.
- Citi shall choose color of bikes and other graphic design elements, subject to approval by cities of Miami and Miami Beach. Any changes to the design elements of the Program bikes, including but not limited to any proposed addition of any logos or other elements shall be subject to Citi's approval. As of the Program Re-Launch Date, the 700 downtown Miami area Program bicycles shall all include design elements chosen by Citi. By January 30, 2015 the 1000 Miami Beach Program bicycles shall all include design elements chosen by Citi and there should no longer be any Program bicycles that do not include design elements chosen by Citi.
- Citi responsible for paying for the stickers on the bicycles which need to be rebranded. Such costs shall not exceed \$60,000.00.

3. Citi Branding Visibility on Station Kiosks, Station Docks & Other

- Program Logo on all station kiosks with the placement to be mutually agreed upon by Citi and Deco. The parties acknowledge and agree that Deco will use best effort to obtain permissions to include Citi branding on any station kiosks or docks which are placed on private property; provided, however, that the Deco shall use best efforts not to place stations on private property and shall work with Citi to determine an acceptable location for a station dock or kiosk if such kiosk or dock needs to be placed on private property. The parties acknowledge and agree that currently there is only one station on private property

7/7/2014

- In the Miami Beach area, Citi shall have the main 22" x 48" ad panel at 40 station kiosks on which Citi commercial advertising can appear. The Program Name and Program Logo will appear on all of the stations kiosks (minimum of 100) in the Miami Beach area. In the event that Citi advertising cannot appear on an ad panel, no information on any commercial entity (other than Deco) shall be included on such ad panel; rather, the ad panel shall consist of Program, city or tourist related information. In addition, the Program Logo will appear on the rail locking docks and the stations kiosks and docks will be Citi blue (or feature Citi blue decals). As Deco adds station kiosks, Citi will receive the same benefits on such kiosks.
- In the downtown Miami area, Citi shall have all of the ad panels at every station kiosk (minimum 70). The main panel shall be 23" W x 58"H and the side panels shall be 16"W x 58"H. One side panel shall be used for the bikeshare station network map on all kiosks. As Deco adds station kiosks, Citi will receive the same benefits on such kiosks.
- Program Logo on all member access cards, Program maintenance trucks, rebalancing trailers, Program uniforms, city makes, and marketing collateral.

4. Marketing and promotions

- Deco will consult and cooperate with Citi in devising and executing the marketing plan and all promotional efforts in support of the Program
- Deco will consult and cooperate with Citi on any and all third-party collateral, sponsorships and promotional activities in support of the Program or using the Program Name or Logo. Specifically, Citi shall have the right to review and approve all such collateral, sponsorships and promotional activities. Such approval shall not be unreasonably withheld.
- Deco will prominently display the Program Logo on all promotional campaign material for the Program, including in all social media posts, press releases and marketing collateral
- Deco will also prominently display the Program Logo on any materials associated with community and bicycle safety programs
- In the event Deco sells advertising space on the Program website and/or Program mobile application, Deco shall provide Citi with ad inventory on such properties free of charge and will not sell ad space to a third party that is not approved by Citi.
- Deco will undertake at a minimum, the following marketing efforts in support of the Program:
 - o Safety, education and community outreach campaign, including dozens of events in many areas of the city
 - o Email blast to 4,300 city staff members regarding the Program and the Program Re-Launch
 - o Program launch event with national and global media attention
 - o Social media activation starting 1 month before Program Re-Launch and ongoing
 - o Events, tabling, contests, ambassadors and programs to drive increase in membership, ridership and community ongoing.
 - o Outreach to tourists, both prior to visit to Miami and Miami Beach and during their stays
 - o Facilitate cross promotional opportunities with hotels, at community events (i.e., Aids Walk, Relay for Life, Bike Miami Days, and the Winter Party)

5. Public relations

- Citi shall have the right to have Citi designated spokesperson participate in all media events that Citi considers to be key media.

7/7/2014

- Citi will receive a credit as the exclusive title sponsor in all press releases or other controlled media in a form to be mutually approved by the Parties.
- Citi and the Program Name and Program Logo will be featured in all official Program press announcements and at all Program Events
- Deco will use best efforts to arrange for a press conference to announce the sponsorship with the participation of the mayors of the cities of Miami Beach and Miami
- Deco will conduct ongoing press outreach concerning the Program

6. Safety

- Deco, together with the cities of Miami and Miami Beach, will execute a variety of programs designed to bring attention to bicycle safety and helmet usage. Deco will consult with Citi regarding the execution of such Programs and provide Citi with the opportunity to participate in such Programs, including but not limited to through helmet giveaways at Citibank branch locations.
- Deco will place safety messaging prominently on the website, emails and newsletters to members, and on the station kiosks
- Deco will continue to conduct bicycle safety workshops, bike safety summer camp programs, and its work with the South Florida Bike Coalition and will provide Citi with the opportunity to participate in these programs
- Deco will continue to provide free helmets to all annual subscribing Program members at Deco office location(s) and, in Citi's discretion, Citi may also allow Deco to provide such helmets at Citi branches in the immediate area

7/7/2014

Exhibit B

SLAs

All Service Level Agreements are assessed monthly unless otherwise specified.

| Ref. | Name | Service Level Agreement | Measurement Tool(s) | Performance Level | Units | Liquidated Damages Per Unit |
|------|--|--|---------------------|-------------------|--|-----------------------------|
| 1 | Station & Bicycle cleaning | Every Station, as well as all Bicycles present, is cleaned or wiped down at least once every 14 days. | Deco databases | <98% | Per Station per Day | \$50 |
| 2 | Bicycle Maintenance | Every Bicycle receives a full mechanical check at least once every calendar month. | Deco databases | <100% | Per Bicycle per Day | \$10 |
| 3 | Station cleaning after discovery or notification | Stations must be cleaned within 48 hours of discovery or notification. Cleaning includes, but is not limited to wash or wipe-down, graffiti, scratchiti and sticker removal. | Deco databases. | <90% | Per instance, per 24 hour period beyond deadline | \$50 |
| 4 | Bicycle cleaning after discovery or notification | Operator must clean Bicycles or remove them from the system within 96 hours of discovery or notification. Cleaning includes, but is not limited to wash or wipe-down, graffiti, scratchiti and | Deco databases | <90% | Per instance, per 24 hour period beyond deadline | \$10 |

7/7/2014

| Ref. | Name | Service Level Agreement | Measurement Tool(s) | Performance Level | Units | Liquidated Damages Per Unit |
|------|--------------------------------|---|---------------------|-------------------|----------------------|-----------------------------|
| | | sticker removal. | | | | |
| 5 | Station Uptime | Stations that are not marked for repairs, undergoing repairs or temporarily removed from circulation must be fully functional including all communications and transaction systems. | Deco database(s) | <95% | Per hour per station | \$50 |
| 6 | Website availability | Website must be fully functional. This includes but is not limited to the ability to: process transactions; provide real-time data and map; and provide subscriber account information, such as rental histories. | Deco database(s) | <97% | Per hour | \$50 |
| 7 | Central Computer System outage | The Central Computer System must be fully functional | Deco database(s) | <97% | Per hour | \$50 |
| 8 | Bicycle fleet | The operator will ensure that all bicycles that are not removed from circulation | Deco database(s) | <95% | Per Bicycle | \$15 |

7/7/2014

| Ref. | Name | Service Level Agreement | Measurement Tool(s) | Performance Level | Units | Liquidated Damages Per Unit |
|------|---------------------|---|---------------------|-------------------|--|-----------------------------|
| | | for repair, replacement or cleaning are in circulation as agreed upon by all parties. | | | | |
| 9 | Operational Docks | Deployed Docks not marked for repair or replacement must be fully functional. This includes but is not limited to the ability to rent and receive Bicycles. | Deco database(s) | <95% | Per Dock | \$10 |
| 10 | Bicycle rebalancing | Bicycles shall be redistributed throughout the system as necessary to meet demand. | Deco database(s) | TBD | Measurement method to be mutually agreed upon. | TBD |

Deco shall be exempt from the SLA requirements in this exhibit under the following circumstances:

- (a) **Damaged or Stolen Stations and Components:** In the event a station is damaged by acts of god or multiple stations are damaged at the same time as a result of an event beyond the direct control of Deco, Deco shall be excused from complying with SLA terms for such stations, bikes and components; provided, however, that Deco takes all necessary steps to ensure that riders cannot access such stations, bikes or components until they are fixed and provided further that such time Deco is excused is less than thirty (30) days unless further delay is the result of a Force Majeure Event under the Agreement or the result of a delay by the municipality or other governing body. Deco shall use best reasonable efforts to replace or repair such equipment quickly. It is agreed by the parties that in the event equipment must be ordered or removed for repairs, there will be a corresponding downtime for such equipment of which Deco will not be penalized.
- (b) **Temporary Removal or Relocation of Stations:** During the Term, stations may be moved or removed temporarily for repairs, upgrades (including for the rollout of the new equipment as set forth in the Agreement) and/or to make way for construction projects (such as repaving or road infrastructure work). Deco shall be exempt from complying with SLA terms for such stations and shall not be penalized, provided, however, that Deco shall use all commercially

7/7/2014

reasonable effort to have any station that is effected by such construction project relocated to a different area during the project and shall also notify Citi of such removal.

- (c) 3rd Party Communication Providers: In the rare event a cellular data service provider (such as AT&T or T-Mobile for example) experiences an issue that impacts that data communication and performance of Deco's stations, Deco shall be exempt from the SLA during such period and shall not be penalized. Deco shall notify the communication provider immediately upon identifying and attempting to troubleshoot the issue. Deco will notify members (via email or social media) and Citi of any impact on the operation of the system if it is likely to persist for more than two hours.

7/7/2014

Exhibit C
Program Metrics

The utilization metrics for the Program shall be as follows:

- Contract Years 1 & 2 – An average of 2 Rides (defined below) per day per bicycle (based on the Program fleet levels set forth in the Agreement)
- Contract Years 3, 4 & 5 – Any average of 2.5 Rides per day per bicycle (based on the Program fleet levels set forth in the Agreement)

No later first quarter of the second contract year of the Term, Deco would perform a formal ridership analysis to determine the degree of utilization of the Program over the first year of the Initial Term. In the event that the review demonstrates that the degree of utilization of the Program during the first contract year of the Term is less than an average of at least two Rides (as defined below) per day per bicycle has not been met, then Deco and Citi will come to mutually agreeable revised marketing and public relations commitments for Deco, which may include increasing the financial resources and manpower committed by Deco and related to those commitments, including but not limited to providing Citi with additional media placements, increasing public relations activities, and holding additional local promotions with Miami and Miami Beach agencies. After the initial audit, Deco will conduct quarterly ridership analyses and continue the revised marketing and public relations actions until the agreed-upon metrics have been met for at least two consecutive quarters. The parties acknowledge and agree for the purposes of making such calculations the limited time periods during which new docks were installed throughout Miami Beach and locks were changed out throughout Miami Beach will not be counted. Once such metrics have been satisfied for two consecutive quarters such reviews will be conducted at least once annually based on the metrics set forth above for the remainder of the Initial Term, unless any review shows that such metrics have not be satisfied in which case a review shall be conducted for the following quarter. In the event that the metrics are not met for two consecutive quarters, Citi shall have the option to terminate the Agreement as set forth in Section VII(B)(3).

7/7/2014

Exhibit D

Citi Marks

Citi Bike name

Citi Bike Design logo

Blue Wave Design

Citi

Citi with Arc Design

Citibank

7/7/2014

Exhibit E
Deco Marks

DecoBike Name and Logo

DecoBike Bicycle Design

7/7/2014

Exhibit F

Program Membership Pricing Ranges

- Standard Monthly Bike Pass Subscription (unlimited 30 Min rides): \$15-\$18
 - Deluxe Monthly Bike Pass Subscription (unlimited 60 Min rides): \$25-\$30
 - Annual Pre-Paid Bike Pass (unlimited 30 Min rides): \$150-\$160
 - 30 Min: \$4-\$6
 - 1 Hour: \$6-\$9
 - 2 Hour: \$10-\$13
 - 4 Hour: \$18-\$22
 - 1 Day: \$24-\$30
- Deco may modify its prices in accordance with the ranges noted above upon providing ten (10) days prior notice to Citi. Deco shall be permitted to offer other various short-term passes not listed here at its discretion, but all subject to any requirements set forth in the Agreement. For the avoidance of doubt, Deco shall be able to offer discounts off of the prices below in its discretion, provided that it gives notice to Citi and that such discounts are not related to method of payment for such passes.

SECOND AMENDMENT TO THE MIAMI AREA BICYCLE SHARE SPONSORSHIP AGREEMENT

This AMENDMENT NO. 2, dated as of June __, 2019 (this "Amendment"), to that Miami Area Bicycle Share Sponsorship Agreement (the "Agreement") by and between Citibank, N.A. ("Citi") and DecoBike, LLC, ("Deco") effective July 7, 2017 is entered into between Citi and Deco. All other definitions and capitalized terms have the same meaning as defined in the Agreement.

WHEREAS, the Parties have agreed to extend the term of the Agreement to December 31, 2022 ("Term"); and

WHEREAS, the Parties have agreed to Sponsorship Fees to be paid for the new Term of the Agreement.

THEREFORE, in consideration of the premises set forth below, the Parties agree to the following:

1. Section V. A will be amended to add the following bullets at the end of V.A:
 - For the Fourth Quarter of 2019, Citi will pay Deco a total not to exceed \$571,290.00; such payment will be made on or before October 15, 2019.
 - For the 2020 contract year, Citi will pay Deco a total not to exceed Two Million Three Hundred Thirty-Six Thousand Five Hundred and Seventy-Six Dollars (\$2,336, 576.00) in equal quarterly installments each of which shall be due on the fifteenth day of the first month of the calendar quarter, of Five Hundred Eighty-Four Thousand One Hundred Forty-Four Dollars (\$584,144), based on invoices received from Deco at the start of each calendar quarter.
 - For the 2021 contract year, Citi will pay Deco a total not to exceed Two Million Three Hundred Eighty-Nine Thousand One Hundred and Forty-Nine Dollars (\$2, 389, 149.00) in equal quarterly installments each of which shall be due on the fifteenth day of the first month of the calendar quarter, of Five Hundred Ninety-Seven Thousand Two Hundred Eight-Seven Dollars and twenty-five cents (\$597,287.25), based on invoices received from Deco at the start of each calendar quarter.
 - For the 2022 contract year, Citi will pay Deco a total not to exceed Two Million Four Hundred Forty-Two Thousand Nine Hundred and Five Dollars (\$2,442,905.00) in equal quarterly installments each of which shall be due on the fifteenth day of the first month of the calendar quarter, of Six Hundred and Ten Thousand Seven Hundred and Twenty-Six Dollars and twenty-five cents (\$610,726.25), based on invoices received from Deco at the start of each calendar quarter.
 - In the event that 2200 bicycles are operational and additional 8 kiosks are added during this Term, Citi will pay Deco an additional One Hundred Thousand Dollars (\$100,000) in the quarter after Deco attests to the fact that the bicycle expansion is complete. Deco must provide Citi with at least six (6) months advance notice of the date in which Deco anticipates it will meet this milestone. The Parties must agree as to the completion date at that time.

Other than the Fees set forth above, no additional Fees shall be payable by Citi.

2. Section VIII.A. shall be amended by deleting the section in its entirety and replacing it with the following:

A. Term. This Agreement was to expire on November 15, 2019. The Parties agree to extend this Agreement and it shall now expire on December 31, 2022. The Parties agree to meet in the second quarter of 2021 to discuss extending the Term of this Agreement until the natural expiration of Deco's City of Miami's contract, which is September 30, 2023). However, Citi shall not have any obligation to agree to such extension. Notwithstanding the foregoing, in the event that Deco elects not to renew the Agreement and entire into an agreement with a third party for the title sponsorship, Deco must, prior to entering into such agreement, provide Citi with the option renew its title sponsorship under the same terms and conditions offered to such third party.

There shall be no other changes to the Agreement except as specifically set forth in this First Amendment and all other terms and conditions of the Agreement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITIBANK, N.A.

By:

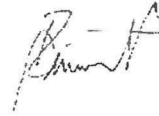


Print Name: Edward Skyler

Title: Executive Vice President

DECOBIKE, L

By:



Print Name: Ricardo Pierdant

Title: President

THIRD AMENDMENT TO THE MIAMI AREA BICYCLE SHARE SPONSORSHIP AGREEMENT

This AMENDMENT NO. 3, dated as of August 6th 2022 (this "Amendment"), to that Miami Area Bicycle Share Sponsorship Agreement (the "Agreement") by and between Citibank, N.A. ("Citi") and DecoBike, LLC, ("Deco") effective July 7, 2017 is entered into between Citi and Deco. All other definitions and capitalized terms have the same meaning as defined in the Agreement.

WHEREAS, the Parties have agreed to extend the term of the Agreement to December 31, 2024 ("Term"); and

WHEREAS, the Parties have agreed to Sponsorship Fees to be paid for the new Term of the Agreement.

THEREFORE, in consideration of the premises set forth below, the Parties agree to the following:

1. Section V. A will be amended to add the following bullets at the end of V.A:
 - For the 2023 contract year, Citi will pay Deco a total not to exceed Two Million Four Hundred Ninety-Seven Thousand Eight Hundred-Seventy Two Dollars (\$2,497,872) in equal quarterly installments each of which shall be due on the fifteenth day of the first month of the calendar quarter, of Six Hundred Twenty-Four Thousand Four Hundred Sixty-Eight Dollars (\$624,468), based on invoices received from Deco at the start of each calendar quarter.
 - For the 2024 contract year, Citi will pay Deco a total not to exceed Two Million Five Hundred Fifty Thousand Dollars (\$2,550,000) in equal quarterly installments each of which shall be due on the fifteenth day of the first month of the calendar quarter, of Six Hundred Thirty-Seven Thousand Five Hundred Dollars (\$637,500). based on invoices received from Deco at the start of each calendar quarter.

Other than the Fees set forth above, no additional Fees shall be payable by Citi.

2. Section VIII.A. shall be amended by deleting the section in its entirety and replacing it with the following:

A. Term. This Agreement was to expire on December 31, 2022. The Parties agree to extend this Agreement and it shall now expire on December 31, 2024. The Parties agree to meet in the second quarter of 2023 to discuss extending the Term of this Agreement). However, Citi shall not have any obligation to agree to such extension. If Deco's City of Miami contract is not renewed, Citi shall have all of the right to terminate this Agreement in accordance with the terms. Notwithstanding the foregoing, in the event that Deco elects not to renew the Agreement and entire into an agreement with a third party for the title sponsorship, Deco must, prior to entering into such agreement, provide Citi with the option renew its title sponsorship under the same terms and conditions offered to such third party.

3. The Sponsorship Benefits, Exhibit A, shall be amended by adding the following bullet to Section 3 "Citi Branding Visibility on Station Kiosks, Station Docks and Other":

- In the event that Deco elects to place digital displays which feature advertisements on station kiosks, Citi shall have the right to place advertisements in the ad rotation on each digital display that Deco deploys. The number of ads in a rotation is estimated to be 6-10 ads, with 10 being the maximum number of ads permissible in a rotation including any ads placed by Citi. Citi has the right to place two (2) ads per rotation. Citi and Citi Bike shall also be permitted to place ads in unsold ad spaces in the rotations if such spaces are not used for PSA's or messaging from the City of Miami. All other Citi/Citi Bike branding historically on the kiosks, docks, and bikes would remain as-is, and the digital displays are expressly in addition to the usual Citi/Citi Bike branding and shall not displace any Citi/Citi Bike branding that has already been deployed. Citi shall be the sole financial services company featured in the ad rotation. A financial service company means a company in the business of consumer and business checking (including debit cards), savings, mortgages, and other personal and commercial loans (including credit cards), investment and wealth management services.

There shall be no other changes to the Agreement except as specifically set forth in this First Amendment and all other terms and conditions of the Agreement shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

CITIBANK, N.A.

DECOBIKE, LLC

By: 

By: 

Print Name:

EDWARD SKYLES
Executive Vice President
Global Public Affairs
Citigroup Inc.

Print Name: Ricardo pierdant

Title:

388 Greenwich Street
New York, NY 10013

Title:

President