

INTERIM OPERATING AGREEMENT

This Interim Operating Agreement (the "Agreement") is entered into by and between Bird Rides, Inc., located at 406 Broadway #369 Santa Monica, CA 90401 ("Company"), and the Louisville/Jefferson County Metro Government (Metro) acting by and through the Department of Public Works and Assets located at 444 S. 5th Street, Louisville, KY 40202 as of August ~~8th~~, 2018 and shall remain in effect for a period of thirty (30) days unless extended by mutual agreement of the parties. This agreement is conditioned on the Company's compliance with the regulations and terms and conditions contained herein.

Until such time as Metro establishes regulations governing the operation of stand-up electric scooters, the Company shall comply with this Agreement.

I. Purpose and Scope

The purpose and scope of this Agreement is to establish interim rules and regulations governing the operation of dockless stand-up electric scooters ("Scooters") within the Metro right of way and to ensure that such mobility systems are consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public right-of-way. For the purpose of this Agreement stand-up electric Scooters shall mean a device with no more than two ten-inch or smaller diameter wheels that has handlebars, is designed to be stood upon, and is powered by an electric motor that is capable of propelling the device with or without human propulsion at a speed no more than fifteen miles per hour on a paved level surface.

This Agreement applies to any proposed deployment of Scooters operating within the Metro right of way. Metro reserves the right to limit scooter operations to zones established by Metro. These zones may be changed at any time at the discretion of Metro. The Company will be notified in writing of such changes. Scooters found operating outside of any zone will constitute a violation of the terms of this Agreement and the Company shall pay as liquidated damages, which the parties agree are an estimate of damage which would be caused by violation of this provision, said damages being difficult to estimate and not constituting a penalty, of one hundred dollars (\$100.00 dollars) per Scooter found outside of the zone. The zone of operation for this Agreement is as follows:

The area bounded by the Ohio River to the North and West and the Watterson Expressway to the East and South.

A map of this boundary is found in Attachment-A attached hereto and incorporated herein

II. Parking

During the course of the Agreement, the Company will coordinate with Metro to identify locations to park scooters in preferred designated areas in the zone of operation as defined in Section 1 of this Agreement. The Company shall prepare a weekly list of the daily locations of proposed 'nests' for each group or individual scooter deployment location. A "nest" is defined as an improvement on the right of way which shall occur in a designated area, to be agreed upon in writing by the parties, for storage of Company's scooters. A weekly or daily list will be provided to Metro Public Works for review and approval. Scooters must be deployed before 6:00 a.m., local time daily and retrieved in total and placed in Nests, by sunset each day. Failure to perform the duties under this Section II shall be a breach of this Agreement.

The following shall also apply:

- A.** Scooters shall not be parked in a manner that would impede normal and reasonable pedestrian access on a sidewalk or in any manner that would reduce the minimum clear width of a sidewalk to less than 48 inches—the minimum clear width allowed under the Americans with Disabilities Act (ADA).
- B.** Scooters shall not be parked in a manner that would impede vehicular traffic on a street or alley.
- C.** Scooters shall not be parked in a manner that would impose a threat to public safety or security.
- D.** Scooters shall stand upright when they are parked.
- E.** Scooters shall not be parked in any way that blocks:
 - 1. Transit stops, shelters, or platforms.
 - 2. Commercial loading zones.
 - 3. Railroad tracks or crossings.
 - 4. Passenger loading zones or valet parking service areas.
 - 5. Disabled parking zones.
 - 6. Street furniture that requires pedestrian access (for example, benches or parking pay stations).
 - 7. Building entryways.
 - 8. Vehicular driveways.
- F.** Scooters that are parked in an incorrect manner shall be relocated or removed by the Company within two hours of receiving notice.
- G.** Scooters shall not be parked in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
- H.** Scooters shall not be parked in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.

I. Scooters may be parked on blocks without sidewalks only if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.

J. To the extent Company desires to park Scooters in areas other than the public right-of-way (e.g. parks, plazas, parking lots, private property, or transit stations), the Company must first obtain permission to do so from the appropriate Metro department, property owner, or public agency and shall communicate this right to users through signage approved by the respective entity and/or through a mobile or web application.

K. Scooters left at the same location for three or more consecutive days despite notification to the operator to relocate the scooter will be impounded. The Company shall be responsible for the costs of removal and storage.

III. Operations

As a condition of this Agreement, the Company shall begin operations with a fleet size of no more than 100 stand-up electric scooters. Company will not be permitted to increase its fleet size during the term of this Agreement. The company further agrees to the following:

A. Company must maintain a staffed operations center and shall maintain a 24-hour customer service phone number for customers to report safety concerns, complaints, or to ask questions. Company must also provide Metro a designated contact who will be responsible for relocation of scooters or to forward customer complaints received by Metro. Any changes in the contact information must be provided to Metro within 24 hours.

B. In the event a safety or maintenance issue is reported for a specific device, that Scooters shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.

C. Scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths and shall yield to pedestrians.

D. Company shall provide notice to all users by means of signage and through a mobile, web or social media application that:

1. Scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Scooters may not be operated on sidewalks.
2. Scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths and shall yield to pedestrians.
3. Helmets are encouraged for all users.

4. Parking must be done in the designated areas; and comport to the terms found in Section II, Parking.

5. Company shall require scooter users, in its Scooter Use Agreement, to release and forever discharge Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the user's use of the scooter. Company shall provide to Metro a copy of the aforementioned Scooter Use Agreement.

6. Riding responsibly will be encouraged.

E. All equipment shall have 'always-on' front and rear lights that are visible from a distance of at least 300 feet away under normal atmospheric conditions. Front and back lights shall stay illuminated 90 seconds after the vehicle has stopped.

IV. Liability and Indemnity

A. The Company shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Company's (or Company's subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting there from, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

B. Company shall purchase at its own cost and maintain Commercial General Liability insurance via the Occurrence Form, with a \$1,000,000 Combined Single Limit for any one Occurrence for Bodily Injury, Personal Injury and Property Damage, including Premises-Operation Coverage, Products and Completed Operations and Personal Injury. Insurance coverage is to be placed with a company approved by the Kentucky Department of Insurance to transact business in the state of Kentucky. Licensee shall furnish proof of insurance prior to Metro Government approving this License Agreement, and at each renewal period. The Louisville/Jefferson County Metro Government shall be named as an additional insured under the Licensee's Commercial General Liability policy, and this wording shall be stated on the required proof of insurance via a Certificate of Insurance. The Certificate of Insurance shall be furnished to: Louisville/Jefferson County Metro Government, Department of Public Works and Assets, 444 South 5th Street, 4th Floor, Louisville, KY 40202 See Attachment B attached hereto and fully incorporated herein

V. Termination

A. For Cause. If, through any cause, Company shall fail to fulfill its obligations under this Agreement, or, if it shall violate any of the covenants, terms or conditions herein, and if such failure or violations should continue for a period of seven (7) days after written notice of such is given by the Metro Government to Company, the Metro Government shall thereupon have the right to terminate this Agreement and specify the effective date thereof. Upon such termination, Company shall not be entitled to any compensation from the Metro Government, including but not limited to replacement value or fair market value of any equipment or improvements. If, after termination for cause, it is determined that Company has not failed to fulfill its obligations under this Agreement, the termination shall be deemed to have been effected for the convenience of the Metro Government.

1. Company must remove all scooters and all right of way improvements from the Right of Way within 7 days of notice that this permit is to be terminated at Company's sole cost.
2. If the scooters are not removed in a timely fashion. Metro will impound same.

B. At Will. Notwithstanding any other provisions of the Agreement, the Metro Government expressly reserves the right to terminate, cancel or revoke this Agreement at will. In the event such a determination is made, Metro Government shall forward written notice to Company, whereupon Company shall commence restoration as soon as practicable.

C. Should the Company breach this Agreement, the Company is not eligible to request for a permit to operate in the Metro right of way for a period of up to two years, depending on the severity of the violation resulting in the revocation.

D. Company shall have the right to terminate this Agreement at any time for cause or at will by giving notice in writing to the Metro Government at least seven (7) days prior to the termination date.

E. Renewal of this Agreement shall be at the sole discretion of Louisville Metro Government and will be conditioned on the performance and compliance with the terms of this Agreement.

VI. Fees

Fees set forth below shall be paid by the Company as consideration for this Agreement and are to be remitted to the Metro Government within 7 days of the effective date set forth in the first paragraph hereof.

A. Company shall pay a fee of one thousand dollars (\$1,000.00 dollars) to Louisville Metro Public Works for the use of the right of way.

B. The Company shall remit to Louisville Metro Government fifty dollars (\$50.00 dollars) per scooter as a one-time fee under this Agreement. These funds shall be accessible to Louisville Metro Government for public property repair and maintenance costs that may be incurred, removing, and storing scooters improperly parked, or if a company is not present to remove scooters if the terms of this Agreement are violated and operations are terminated.

C. Prior to occupancy of the right of way, the Company shall provide a performance bond of twenty-thousand dollars (\$20,000) to Louisville Metro Public Works with respect to Company's obligations under this Agreement as described on Attachment C attached hereto and fully incorporated herein.

VII. General Terms and Conditions

The Company hereby agrees to abide by these general terms and conditions as set forth herein.

A. Company hereby agrees and accepts the fact that an Agreement for temporary use of the right of way hereunder is in no way to be construed as implying the granting of long-lasting or permanent tenure over the right of way.

B. Company agrees that its use will not affect the rights or interest of other public or private entities, which may in the past, present or future co-exist on that portion of the right of way, which is the subject of this Agreement.

C. Company agrees that any work required or performed pursuant to this Agreement is to be done in accordance with Metro Government standards and specifications. The Company further agrees that any and all work to be performed on the right of way shall have the approval and authorization of the Director of the Department of Public Works of the Metro Government.

D. Company agrees that any construction, installation or maintenance work it does on the right of way under this Agreement shall be done in such a manner as to promote and preserve public safety and welfare and with a minimum of disruption and interference with the free flow of vehicular and/or pedestrian traffic over the right of way.

E. Company agrees to comply with all federal, state and local statutes, ordinances, rules and regulations which may pertain or apply to public right-of-way or lands or to its use of the premises and to not permit any nuisance or disturbance to occur upon the premises.

F. Company agrees that under no circumstances shall any public right-of-way or lands be used for commercial advertising. Company shall not place or permit any commercial

advertising signs, banners, balloons, or other inflatables, placards or billboards upon the encroached right of way.

G. Company shall use the encroached right of way solely for the purpose described under this Agreement above and no other activities may be conducted on said encroached right of way without the prior written approval of the Metro Government.

H. Company shall, at its expense, keep in good order, condition and state of repair the installations and/or improvements placed on the right of way during the period of this Agreement. The Company shall likewise keep in good condition and state of repair that area around the installation or improvement to the limits as determined by Metro Government. Company shall make no alterations to, nor make any improvements on, the encroached right of way without the prior written approval of the Metro Government.

I. The Metro Government retains the full right and authority to enter, inspect and view the encroached right of way.

J. The parties agree that the Metro Government may waive the performance of any items, conditions and covenants herein, provided that such waiver shall not be construed or deemed a continuing waiver of the same or any subsequent conduct which may constitute a default of any provision. Any amendments or modifications to this Agreement must be in writing and signed by both parties.

K. The Metro Government and Company by execution of this Agreement, hereby warrant and represent to each other that they are duly organized, validly existing, are qualified to do business in the State of Kentucky, have full right, power and authority to enter into this Agreement, and that each person signing on behalf of the Metro Government and Company is authorized to do so.

L. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

M. The covenants, conditions, warranties and agreements made and entered into by the parties hereto are declared binding on, and shall inure to, the benefits of their respective heirs, successors and representatives.

N. This Agreement represents the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior negotiations and agreements relative thereto. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either the Metro Government or Company.

O. This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal

jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

P. Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Consultant is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

VIII. Assignability

This Agreement does not convey a permanent interest in public property right of way or lands and does not run with the land. Accordingly, the Company shall not transfer or assign any right or interest in the Agreement. Any attempt to assign or transfer the Agreement shall be considered a substantial breach and shall render the Agreement a nullity.

APPROVED:

PUBLIC WORKS AND ASSETS

BY: Vanessa D. Burns

VANESSA D. BURNS, Director

DATE: 8/7/18

COMPANY (Bird Rides, Inc.)

BY: Sean Sires

SEAN SIRES, VP Strategic Operations

DATE: 8/6/18

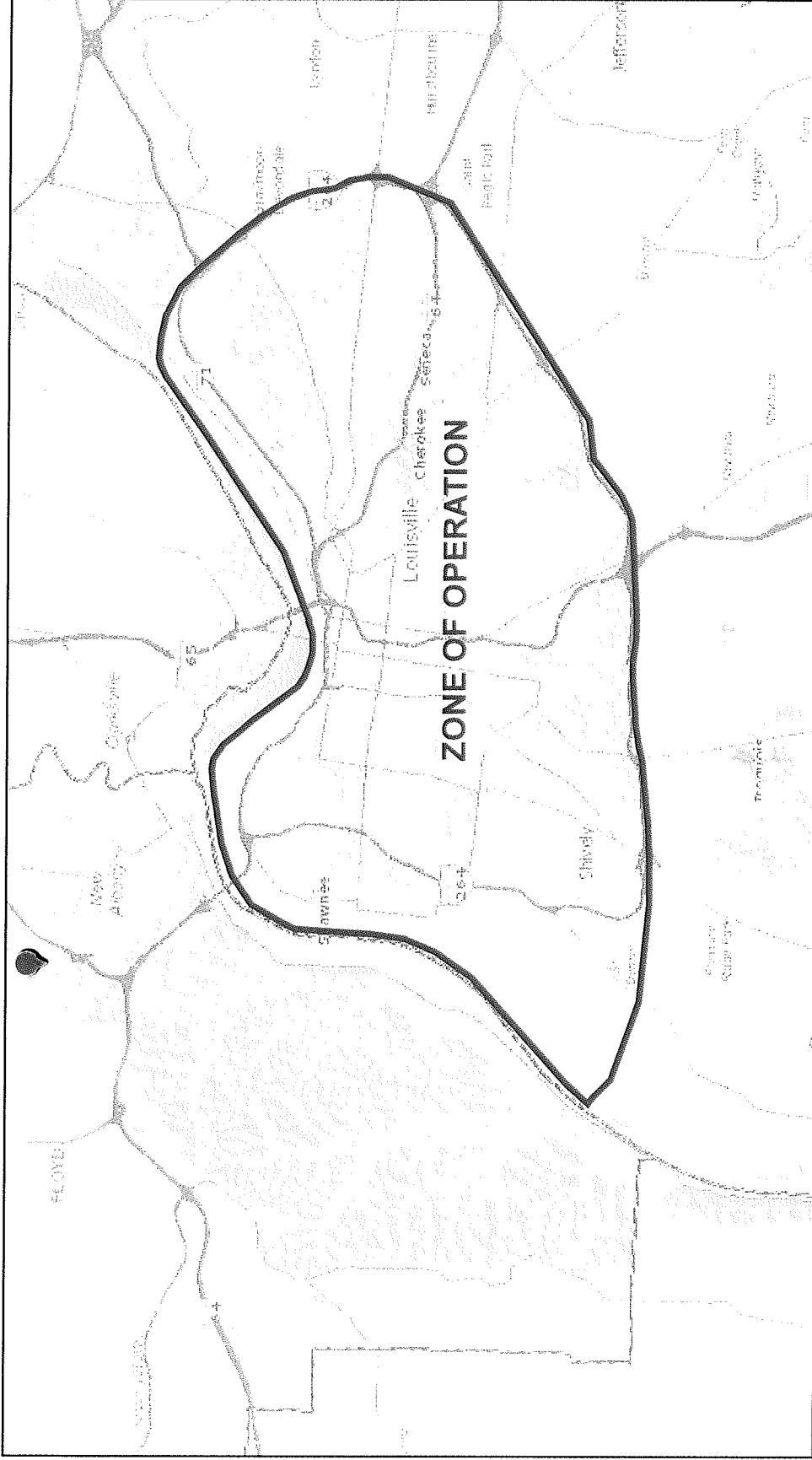
APPROVED AS TO FORM:

Michael J. O'Connell

**MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY**

DATE: 8/8/18

ATTACHMENT A



Attachment-A: Zone of Operation



Louisville Metro, MSD, LWC & PVA © 2018
 This map is not a legal document and should only be used for general reference and identification.

7/23/2018, 1:43:29 PM

ATTACHMENT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2018

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

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

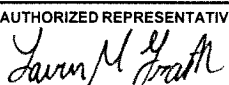
PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): 415-391-2141 FAX (A/C, No): 415-989-9923 E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED Bird Rides, Inc. 406 Broadway, #369 Santa Monica CA 90401	BIRDRID-01	INSURER A : Burlington Insurance Company	23620
		INSURER B : Atlantic Specialty Insurance Company	27154
		INSURER C : Great American E & S Insurance Company	37532
		INSURER D : ACE American Insurance Company	22667
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1636822964 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			820BW42687	3/1/2018	3/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			7110162380000	5/10/2018	5/10/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XS2258521	3/8/2018	3/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Cyber			EONCYBMFGD52758130	6/18/2018	3/1/2019	Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Louisville Metro Government is included as an Additional Insured with respects to General and Auto Liability per attached form.

CERTIFICATE HOLDER Louisville Metro Government 527 W. Jefferson Street Louisville, KY 40202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured By Contract	12. Employee Hired Autos
2. Airbag Discharge	13. Fellow Employee Exclusion
3. Auto Theft Reward	14. Glass Repair – Waiver of Deductible
4. Blanket Waiver of Subrogation	15. Hired Auto Physical Damage Coverage
5. Bodily Injury Redefined – Mental Anguish	16. Lease Gap Coverage
6. Broad Form Named Insured	17. Liability Coverage – Supplementary Payments
7. Communications Equipment	18. Newly Formed or Acquired Organizations
8. Diminution in Value	19. Physical Damage – Transportation Expenses
9. Drive Other Car – Executive Officers	20. Rental Reimbursement – Private Passenger Vehicles
10. Duties In The Event of Accident, Claim, Suit or Loss	21. Towing – Any Covered Auto
11. Employees As Insureds	

1. ADDITIONAL INSURED BY CONTRACT

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- To any person or organization included as an "insured" by endorsement or in the Declarations; or
- To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights of Recovery Against Others To Us** condition under **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

- d. The following definition is added to the **DEFINITIONS** section of the policy:
"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.
- e. The **Other Insurance Condition**, under **Section IV – BUSINESS AUTO CONDITIONS**, does not apply to the provisions of this Drive Other Car endorsement. There is no "other insurance" applicable to this endorsement.

10. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Under **SECTION IV – BUSINESS AUTO CONDITIONS** – the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is amended as follows:

The requirements that you must:

- a. Notify us of an "accident", claim, "suit" or "loss"; and
- b. Send us documents concerning a claim or "suit",
apply only when such "accident", claim, "suit" or "loss" is known to:
 - a. You, if you are an individual;
 - b. A partner, if you are a partnership;
 - c. An executive officer of the corporation or insurance manager, if you are a corporation; or
 - d. A manager, if you are a limited liability company.

11. EMPLOYEES AS INSURED

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is changed by adding the following:

Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs. This coverage is excess over any other collectible insurance.

12. EMPLOYEE HIRED AUTOS

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

For purposes of this coverage grant, paragraph 5.b. of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
 - 1. Any covered "auto" you lease, hire, rent or borrow; and
 - 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage is excess over any other collectible insurance.

13. FELLOW EMPLOYEE EXCLUSION

The Fellow Employee exclusion under **SECTION II – LIABILITY COVERAGE** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. This coverage is excess over any other insurance.

14. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under paragraph D. – **Deductible** – of **SECTION III – PHYSICAL DAMAGE COVERAGE**, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

15. HIRED AUTO – PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" under **SECTION II – LIABILITY COVERAGE** and if **Comprehensive, Specified Causes of Loss**, or **Collision** coverages are provided under this policy for any "auto" you own, then **SECTION III – PHYSICAL DAMAGE COVERAGE** is extended to "autos" you hire, subject to the following limit:

The most we will pay for "loss" to any hired "auto" is the lesser of:

- a. \$75,000 for "autos" of the private passenger type and \$50,000 for all other "autos";

Payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. The maximum daily payment of \$25 for any one day.

This coverage does not apply while there are spare or reserve "autos" available to you.

If "loss" results from the total theft of the private passenger "auto", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Extension.

21. TOWING – COVERED AUTOS

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, Coverage for Towing is amended as follows:

- a. This coverage applies to any covered "auto" for which a premium charge for towing and labor is shown in the Schedule or in the Declarations.
- b. The limit is \$100.

ATTACHMENT C

LOUISVILLE-JEFFERSON COUNTY METRO
DEPARTMENT OF PUBLIC WORKS
444 South Fifth Street, Suite 400
Louisville, Kentucky 40202

ENCROACHMENT PERMIT BOND

Premium: \$400.00 - Renews Annually

BOND NO. 0721267

KNOW ALL BY THESE PRESENTS: That we Bird Rides, Inc. in the City of Santa Monica, State of California as Principal, and International Fidelity*, in the City of Newark State of New Jersey, as Surety, are held and firmly bound unto the Louisville-Jefferson County Metro Department of Public Works, for the use and benefit of the Louisville-Jefferson County Metro Department of Public Works, located at 444 South Fifth Street, Suite 400, Metro Development Center Building, Louisville, Kentucky 40202, State of Kentucky, Obligee, in the penal sum of Twenty Thousand Dollars & 00/100 --- (\$ 20,000.00) Dollars, lawful money of the United States for the payment of which well and truly be made, we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such, that whereas the said Principal has been permitted to operate a stand-up electric scotter sharing systems with the City in accordance with the Interim Operating Agreement authorizing encroachment upon the Louisville-Jefferson County Metro Government public right-of-way.

NOW, THEREFORE, if the above bounden Principal shall faithfully and honestly complete the encroachment in accordance with said permit, and if the encroachment of which the said permit is granted fails to meet all specification, or if the said permit is revoked by the Louisville-Jefferson County Metro Department of Public Works, the above bounden Principal shall properly restore the right-of-way in accordance with Metro Ordinance regulations, and if thereafter such restoration has been completed, then this obligation shall be null and void; otherwise to remain in full force and effect until completion of the encroachment has been duly accepted by an authorized agent of the Louisville-Jefferson County Metro Department of Public Works.

That this obligation shall remain in full force and effect until terminated in writing by the Louisville-Jefferson County Metro Department of Public Works.

In witness whereof, we, the parties, have set our hands and seals on this 27th, day of July 20 18.

*Insurance Company

Stanley Delbert Loar
Woodruff-Sawyer & Company
Ky. Bonding Agent Name
50 California Street, Floor 12
Mailing Address
San Francisco, CA 94111
City, State, Zip Code
415-391-2141
Phone Number

Bird Rides, Inc.
Principal
[Signature]
BY Chad Johnson / Corporate Counsel
International Fidelity Insurance Company
Surety
[Signature]
Attorney in Fact Kelly Holtemann

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

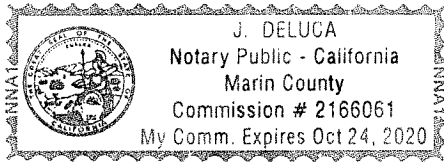
State of California)
County of Marin)

On July 27, 2018 before me, J. DeLuca, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kelly Holtemann
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

LAWRENCE J. COYNE, KELLY HOLTEMANN, NANCY L. HAMILTON, ROGER C. DICKINSON,
THOMAS E. HUGHES, CHARLES R. SHOEMAKER, STANLEY D. LOAR, MARK M. MUNEKAWA,
NERISSA S. BARTOLOME, JOAN DELUCA, PATRICK R. DIEBEL, YVONNE RONCAGLIOLO, ALICIA DASS

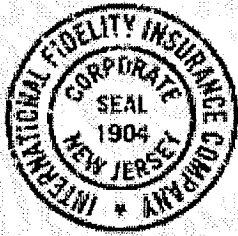
San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 10th day of July, 2015:

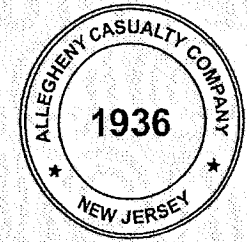
"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2016.



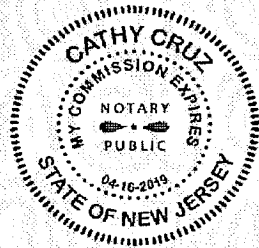
STATE OF NEW JERSEY
County of Essex

George R. James
Executive Vice President (International Fidelity Insurance Company) and Vice President (Allegheny Casualty Company)



On this 31st day of December 2016, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

07th

day of

July, 2018

MARIA BRANCO, Assistant Secretary