#### SECOND AMENDATORY LICENSE AGREEMENT

THIS SECOND AMENDATORY LICENSE AGREEMENT (this "<u>Agreement</u>") has been executed by and among the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado, a municipal corporation of the State of Colorado and a home rule city ("<u>Licensor</u>" or the "City"), located at 1437 Bannock Street, Denver, Colorado 80202, and DENVER BIKE SHARING, a Colorado nonprofit corporation ("<u>Licensee</u>"), located at 2737 Larimer St., Suite A Denver, CO 80205.

### **RECITALS**

- A. Licensor is the owner of that certain real property, together with the improvements located thereon, located at several sites in Denver, Colorado, as more particularly described on <u>Exhibit A</u>, attached hereto and incorporated herein (collectively, the "<u>Property</u>").
- B. Licensee developed a bicycle sharing system for Denver, Colorado (the "<u>Bike Sharing System</u>").
- C. Licensee desired to locate a microprocessor controlled locking bicycle rack and kiosk with bicycles (collectively, the "<u>Bike Station</u>") on the portion of the Property shown on <u>Exhibit B</u>, attached hereto and incorporation herein (the "<u>Licensed Area</u>").
- D. Licensee and Licensor entered into a License Agreement dated February 23, 2010 (the "License Agreement"), as amended by the Amendatory License Agreement dated October 18, 2010 to accomplish the licensing of the Licensed Area for Bike Stations within the City's Property for the Bike Sharing System.
- E. Licensee and Licensor now wish to amend the License Agreement to add two additional Licensed Area located at the Denver Zoo and the Denver Museum of Nature and Science, both located in the City's City Park..
- **NOW, THEREFORE**, in consideration of the premises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:
- 1. Exhibit A is hereby replaced in its entirety by Exhibit A-2, attached hereto and incorporated herein. All references to Exhibit A in the License Agreement are hereby amended to refer to Exhibit A-2.
- 2. Exhibit B is hereby replaced in its entirety by Exhibit B-2, attached hereto and incorporated herein. All references to Exhibit B in the License Agreement are hereby amended to refer to Exhibit B-2. Pursuant to section 7 of the License Agreement, Licensee has added to Exhibit B-2 the square footage of the Licensed Areas as a description of the footprint including

the dimensions thereof.

- 3. Exhibit C is hereby replaced in its entirety by Exhibit C-2, attached hereto and incorporated herein. All references to Exhibit A in the License Agreement are hereby amended to refer to Exhibit C-2.
- 4. Except as amended herein, the Agreement is reaffirmed and ratified in each and every particular.
- 5. The Amendatory License Agreement may be executed in two (2) counterparts, each of which is an original and constitute the same instrument.
- 6. Licensor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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<b>Contract Control Number:</b>	
IN WITNESS WHEREOF, the parties Denver, Colorado as of	s have set their hands and affixed their seals at
SEAL	CITY AND COUNTY OF DENVER
ATTEST:	By
APPROVED AS TO FORM:	REGISTERED AND COUNTERSIGNED
By	By
	By

Contractor Name:	e: Denver Bike Sharing					
	By: Sarry Mount					
	Name: Parry W. Burnap (please print)					
	Title: Executive Director (please print)					
	ATTEST: [if required]					
	By:					
	Name:(please print)					
	Title:(please print)					

Contract Control Number: OEDEV-XC0A010-02



### EXHIBIT A-2

### THE PROPERTY

- 14<sup>th</sup> and Larimer: The station will be located in what is currently the grassy area adjacent to the west side of the CU Denver Building between 14<sup>th</sup> St. and Speer Blvd.
- 18<sup>th</sup> and Arapahoe: The station will be located along the interior of the "C" shaped wall on the north west corner of 18<sup>th</sup> and Arapahoe.
- Cherry Creek Mall: The station will be located on the south side of Cherry Creek Mall, just north of the fountain in the large oval shaped area bordered by green fencing along the Cherry Creek Trail.
- Commons Park: The station will be located along the retaining wall directly east of the south entrance to Commons Park.
  - Convention Center at 14<sup>th</sup> and Champa: The station will be located directly north of the landscaping found on the southwest corner of 14<sup>th</sup> and Champa.
- Convention Center at 14<sup>th</sup> and Welton: The station will be located where the current "Convention Center" sign resides on the northwest corner of 14<sup>th</sup> and Welton
- Denver Botanic Gardens: The station will be located on the west side of York St., between the sidewalk and the fence, in the area between the bus stop and the gated entrance to the facility.
- Denver Public Library: The station will be located on the south side of the west entrance of Denver Public Library.
  - Webb Building: The station will replace the current bike station which resides adjacent to the west entrance of the Webb building in the plaza area.
- 14<sup>th</sup> and Elati: The station will be located directly north of the current "City and County of Denver Justice Center" sign, replacing the current bike racks, which will be relocated on the property.
- Denver Museum of Nature and Science: The station will be located directly north of the parking structure elevators on the walkway adjacent to the surface parking lot.
- Denver Zoo: The station will be located directly south of the parking structure stairway in the plaza area adjacent to the surface parking lot.

## EXHIBIT B-2

# THE LICENSED AREA 14<sup>th</sup> and Larimer: Footprint is 211 square feet



18<sup>th</sup> and Arapahoe:



Cherry Creek Mall: Footprint is 261 square feet



Commons Park: Footprint is 230 square feet



Convention Center at 14<sup>th</sup> and Champa: Footprint is 315 square feet



Convention Center at 14<sup>th</sup> and Welton: Footprint is 263 square feet



Denver Botanic Gardens: Footprint is 326 square feet



Denver Public Library: Footprint is 263 square feet





14<sup>th</sup> and Elait: Footprint is 197 square feet



Denver Museum of Nature and Science: Footprint is 342 square feet



Denver Zoo: Footprint is 295 square feet



# DENVER B Cycle Station Dimensions 12/4/09

Number of Bases	Exact Width Required (Each base is 62" x 17 3/8" plus 5 1/2" for the ad module)	Single Sided Station (Requires 6' 3" of depth, plus a 4-foot back-up zone, or 10' 3" total)		Double Sided Station (Requires 10' of depth, plus two 4-foot back-up zones, or 18' total)	
		Bikes	Docks	Bikes	Docks
2	10' 9 1/2"	2	3	4	7
3	15' 11 1/2"	3	5	7	11
4	21' 1 1/2"	4	7	10	15
5	26' 3 1/2"	6	9	12	19
6	31' 5 1/2"	7	11	15	23
7	36' 7 1/2"	9	13		
8	41' 9 1/2"	10	15		
9	46' 11 1/2"	11	17		
10	52' 1 1/2"	12	19		
11	57' 3 1/2"	14	21		
12	62' 5 1/2"	15	23		

### **EXHIBIT C-2**

### Bike Sharing Locations and Responsibilities on City Owned Property

### **Location and Legal Language:**

14<sup>th</sup> and Larimer - At no cost or expense to Licensor, Licensee or its contractor shall be responsible for preparing, in cooperation with the Licensor, the Licensed Area for the installation of the Bike Station in accordance with the site readiness criteria set forth in Exhibit D, attached hereto and incorporated herein. Proposed station orientation follows:



**18**<sup>th</sup> and Arapahoe - At no cost or expense to Licensor, Licensee or its contractor shall be responsible for preparing, in cooperation with the Licensor, the Licensed Area for the installation of the Bike Station in accordance with the site readiness criteria set forth in <u>Exhibit D</u>, attached hereto and incorporated herein. Proposed station orientation follows:



**Cherry Creek Mall** - At no cost or expense to Licensor, Licensee or its contractor shall be responsible for preparing, in cooperation with the Licensor, the Licensed Area for the installation of the Bike Station in accordance with the site readiness criteria set forth in <u>Exhibit D</u>, attached hereto and incorporated herein. Proposed station orientation follows:



**Commons Park** - At no cost or expense to Licensor, Licensee or its contractor shall be responsible for preparing, in cooperation with the Licensor, the Licensed Area for the installation of the Bike Station in accordance with the site readiness criteria set forth in <a href="Exhibit D">Exhibit D</a>, attached hereto and incorporated herein. Proposed station orientation follows:



Colorado Convention Center – 14<sup>th</sup> and Champa AND 14<sup>th</sup> and Welton – With a cap not to exceed \$15,000 total for both stations, Licensor shall be responsible for preparing the Licensed Area for the installation of the Bike Stations in accordance with the site readiness criteria set forth in Exhibit D, attached hereto and incorporated herein. Licensee shall be responsible for reimbursing Licensor for costs exceeding \$15,000.

**Denver Botanic Gardens -** At no cost or expense to Licensee, Licensor shall be responsible for preparing the Licensed Area for the installation of the Bike Station in accordance with the site readiness criteria set forth in <u>Exhibit D</u>, attached hereto and incorporated herein.

**Denver Public Library** - At no cost or expense to Licensor, Licensee or its contractor shall be responsible for preparing, in cooperation with the Licensor, the Licensed Area for the installation of the Bike Station in accordance with the site readiness criteria set forth in <u>Exhibit D</u>, attached hereto and incorporated herein.

**Webb Building** - At no cost or expense to Licensee, Licensor shall be responsible for preparing the Licensed Area for the electrical installation of the Bike Station in accordance with the site readiness criteria set forth in <u>Exhibit D</u>, attached hereto and incorporated herein. At no cost or expense to Licensor, Licensee or its contractor shall be responsible for preparing, in cooperation with the Licensor, the Licensed Area for the foundational installation of the Bike Station in accordance with the site readiness criteria set forth in <u>Exhibit C</u>, attached hereto and incorporated herein.

**14**<sup>th</sup> **and Elati** - At no cost or expense to Licensee, Licensor shall be responsible for preparing the Licensed Area for the installation of the Bike Station in accordance with the site readiness criteria set forth in Exhibit D, attached hereto and incorporated herein.

Denver Museum of Nature and Science - At no cost or expense to Licensor, Licensee or its

contractor shall be responsible for preparing, in cooperation with the Licensor, the Licensed Area for the installation of the Bike Station in accordance with the site readiness criteria set forth in Exhibit D, attached hereto and incorporated herein.

**Denver Zoo** - At no cost or expense to Licensor, Licensee or its contractor shall be responsible for preparing, in cooperation with the Licensor, the Licensed Area for the installation of the Bike Station in accordance with the site readiness criteria set forth in <a href="Exhibit D">Exhibit D</a>, attached hereto and incorporated herein.