

AMENDATORY LICENSE AGREEMENT

THIS AMENDATORY LICENSE AGREEMENT (this "**Agreement**") has been executed this ____ day of _____, 2010 (the "**Effective Date**"), 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 ("**Licensor**" or the "City"), located at 1437 Bannock Street, Denver, Colorado 80202, and DENVER BIKE SHARING, a Colorado nonprofit corporation ("**Licensee**"), 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 Exhibit A, attached hereto and incorporated herein (collectively, the "**Property**").

B. Licensee developed a bicycle sharing system for Denver, Colorado (the "**Bike Sharing System**").

C. Licensee desired to locate a microprocessor controlled locking bicycle rack and kiosk with bicycles (collectively, the "**Bike Station**") on the portion of the Property shown on Exhibit B, attached hereto and incorporation herein (the "**Licensed Area**").

D. Licensee and Licensor entered into a License Agreement dated February 23, 2010 (the "**License Agreement**") 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 an additional Licensed Area located at the City's new Justice Center.

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-1, attached hereto and incorporated herein. All references to Exhibit A in the License Agreement are hereby amended to refer to Exhibit A-1.

2. Exhibit B is hereby replaced in its entirety by Exhibit B-1, attached hereto and incorporated herein. All references to Exhibit B in the License Agreement are hereby amended to refer to Exhibit B-1. Pursuant to section 7 of the License Agreement, Licensee has added to Exhibit B-1 the square footage of the Licensed Areas as a description of the footprint including the dimensions thereof.

10-118-A

3. Exhibit C is hereby replaced in its entirety by Exhibit C-1, attached hereto and incorporated herein. All references to Exhibit A in the License Agreement are hereby amended to refer to Exhibit C-1.

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.

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IN WITNESS WHEREOF, this Agreement has been executed as of the date and year first above written.

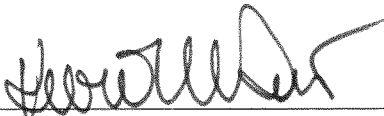
ATTEST:

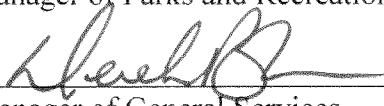
CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

By: _____
M A Y O R

RECOMMENDED AND APPROVED:

By: 
Manager of Parks and Recreation

By: 
Manager of General Services

APPROVED AS TO FORM:
DAVID R. FINE
CITY ATTORNEY for the City and County of Denver

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: 
Assistant City Attorney

Contract Control No. XC0A010-1

By: _____
Auditor

“CITY”

LICENSOR’S NOTICE ADDRESSES:

If to Licensor:
Steve Sanders
Director of Marketing
City and County of Denver
201 West Colfax
Denver, CO 80202

with required copies to:
Denver City Attorney’s Office
201 W. Colfax Avenue, Dept. 1207
Denver, CO 80202
Attn: Jennifer Welborn

[Licensee’s signature page follows]

LICENSEE:

DENVER BIKE SHARING,
a Colorado nonprofit corporation

By: 
Name: Parry Burnap
Title: Executive Director

LICENSEE'S NOTICE ADDRESSES:

If to Licensee:

Denver Bike Sharing
2737 A Larimer St.
Denver, CO 80205

Attention: Parry Burnap
Facsimile: 720-524-8247

with required copies to:

Attn: _____
Facsimile: _____

EXHIBIT A-1

THE PROPERTY

14th 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 14th St. and Speer Blvd.

18th and Arapahoe: The station will be located along the interior of the “C” shaped wall on the north west corner of 18th 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 14th and Champa: The station will be located directly north of the landscaping found on the southwest corner of 14th and Champa.

Convention Center at 14th and Welton: The station will be located where the current “Convention Center” sign resides on the northwest corner of 14th 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.

14th 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.



EXHIBIT B-1

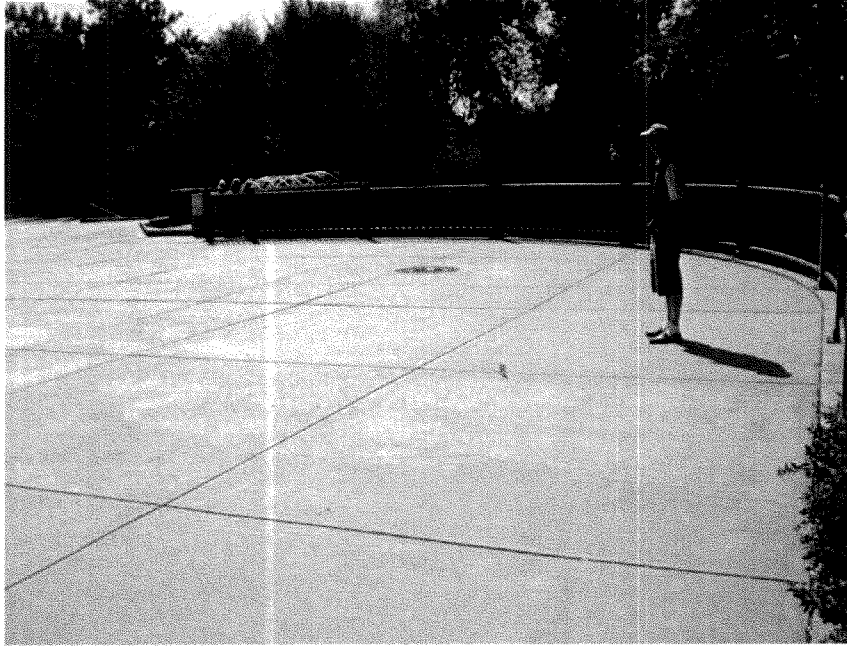
THE LICENSED AREA
14th and Larimer:
Footprint is 211 square feet



18th and Arapahoe:



Cherry Creek Mall:
Footprint is 261 square feet



Commons Park:
Footprint is 230 square feet



Convention Center at 14th and Champa:
Footprint is 315 square feet



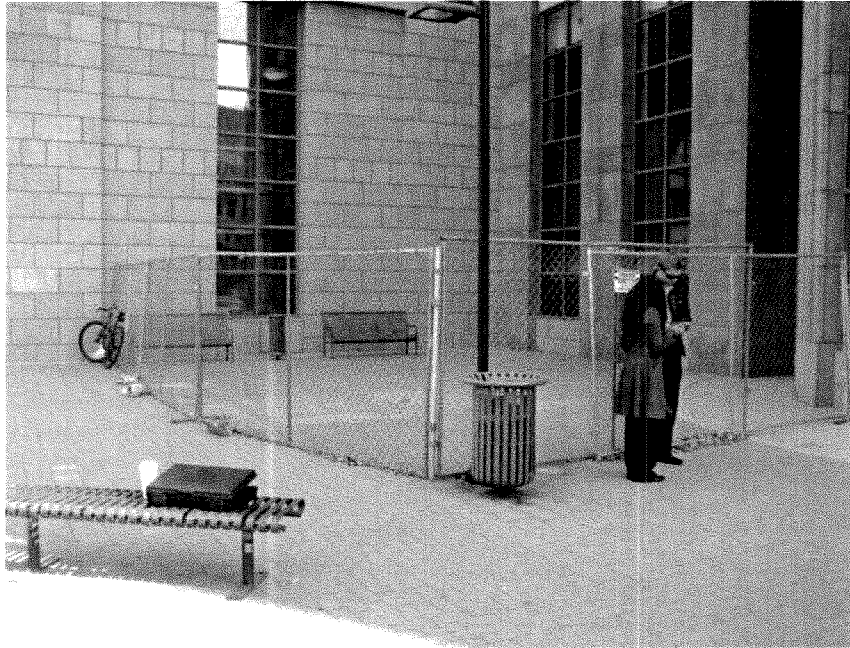
Convention Center at 14th and Welton:
Footprint is 263 square feet



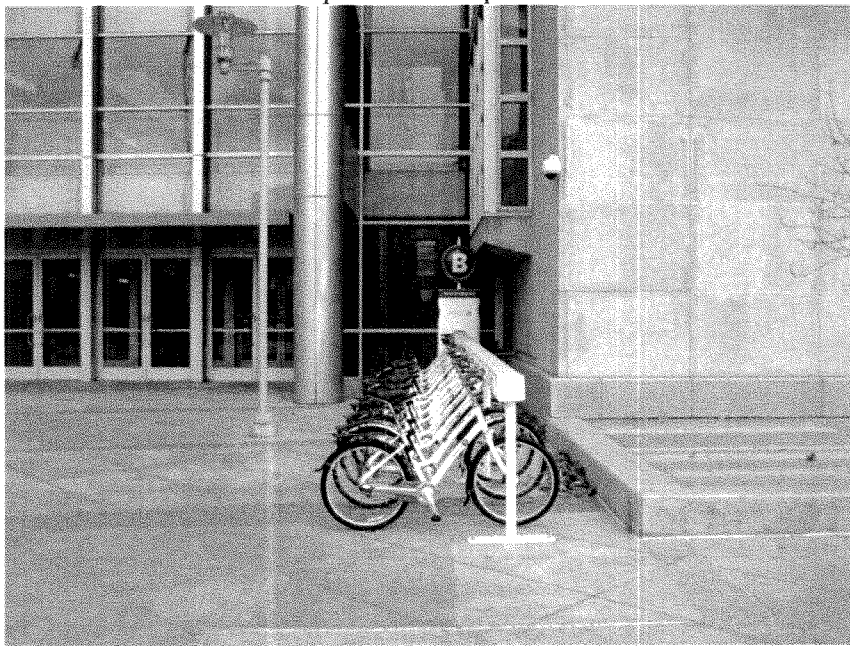
Denver Botanic Gardens:
Footprint is 326 square feet



Denver Public Library:
Footprint is 263 square feet



Webb Building:
Footprint is 197 square feet



14th and Elait:
Footprint is 197 square feet



DENVER Bcycle 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-1

Bike Sharing Locations and Responsibilities on City Owned Property

Location and Legal Language:

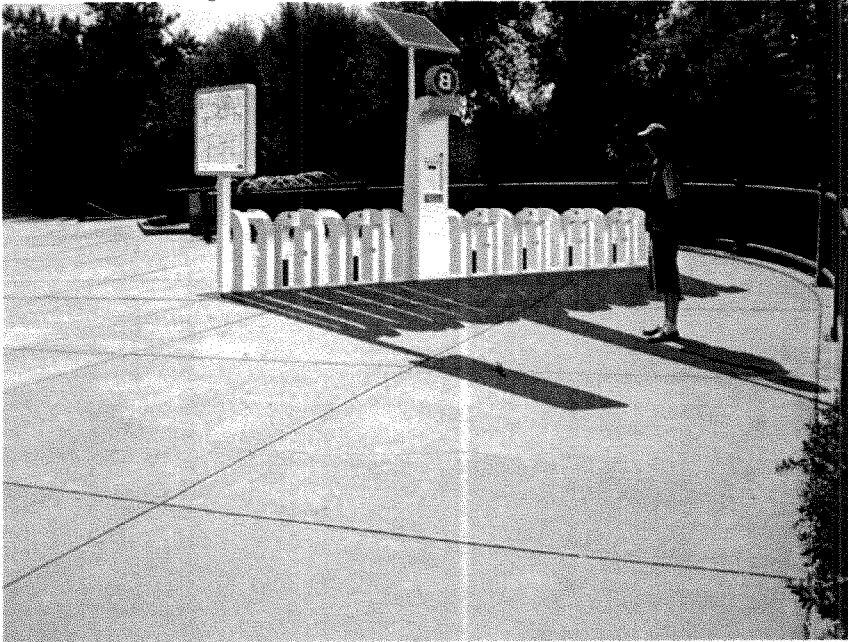
14th and Larimer - At no cost or expense to Licensor, Licensee or its contractor shall be responsible for preparing, in cooperation with the Licensor, the Licensed Area for the installation of the Bike Station in accordance with the site readiness criteria set forth in Exhibit D, attached hereto and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



18th 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 Exhibit D, 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 Exhibit D, 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 Exhibit D, attached hereto and incorporated herein. Proposed station orientation follows:



Colorado Convention Center – 14th and Champa AND 14th 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 Exhibit D, 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 Exhibit D, 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 Exhibit D, 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 Exhibit C, attached hereto and incorporated herein.

14th 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.