

**SUBLICENSE AGREEMENT**

This **SUBLICENSE AGREEMENT** (this "**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 (the "**Effective Date**"), by and between the CITY OF ORLANDO, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida (the "**City**"), and CYCLEHOP, LLC, a Florida limited liability company ("**Contractor**").

**WHEREAS**, the City entered into a Ride Share Contract with the Contractor pursuant to which the Contractor agreed to implement, operate, maintain and market a Bike Sharing System;

**WHEREAS**, in connection with the Ride Share Contract and in order to expand the Bicycle Sharing System, the City entered into a License Agreement for Bike Sharing Program, dated on or about the date hereof (the "**License Agreement**") with the Central Florida Regional Transportation Authority, d/b/a LYNX ("**LYNX**");

**WHEREAS**, the License Agreement grants to the City a License, which the City is permitted to assign to the Contractor; and

**WHEREAS**, the License Agreement contemplates that if the License granted thereunder is assigned to the Contractor, the City agrees to ensure that the Contractor complies with certain requirements under the License Agreement (such requirements, the "**Contractor Obligations**"); and

**WHEREAS**, contemporaneously with the execution of this Agreement and the License Agreement, City and Contractor will enter into an amendment to the Bikeshare Stations Encroachment and Removal Agreement, "Bikeshare Agreement," to add the Designated Location, as that term is defined in the License Agreement, as a Bikeshare Station under the terms of the Ride Share Contract and the Bikeshare Agreement.

**NOW, THEREFORE**, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Contractor agree as follows:

1. **Definitions.** Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms as set forth in the License Agreement
2. **Assignment of License.** The City hereby assigns, transfers and conveys to Contractor all right, title and interest of the City in the License.
3. **Contractor Obligations.** The Contractor hereby agrees to comply with all Contractor Obligations. This agreement to comply with all Contractor Obligations is made for the express benefit of both the City and LYNX. For the avoidance of doubt, such Contractor Obligations include, but are not limited to, the following:

A. The requirements pertaining to the construction, operation and maintenance of the Bike Sharing System as set forth in Section 3 of the License Agreement.

B. The requirement that no liens or encumbrances be placed on LYNX's property (and the requirement to furnish a bond should any liens become attached) as set forth in Section 3(d) of the License Agreement.

C. The requirements pertaining to advertising set forth in Section 5 of the License Agreement.

D. The requirements to maintain the insurance coverages (and name LYNX as an additional insured and deliver insurance certificates to LYNX) described in Section 6 of the License Agreement.

E. The requirements to make the agreements and acknowledgements that the Contractor is required to make pursuant to Sections 7(a) and 7(b) of the License Agreement (which, for the avoidance of doubt, are hereby made and evidenced by the Contractor's execution of this Agreement).

F. The requirement that the Contractor indemnify LYNX in accordance with Section 7(c) of the License Agreement.

4. **Termination**. The Contractor acknowledges and agrees that if the License Agreement is terminated, the License assigned to the Contractor hereby shall be terminated forthwith.

5. **Relationship between City and Contractor**. The relationship between the City and the Contractor shall continue to be governed by the terms of the Ride Share Contract and the Bikeshare Agreement; provided, however, to the limited extent that there is a conflict between the terms of this Agreement and the terms of the Ride Share Contract and the Bikeshare Agreement, the terms of this Agreement shall prevail.

6. **Third Party Beneficiary**. LYNX is an express third-party beneficiary of this Agreement and may enforce this Agreement (including the Contractor Obligations contained in Section 3), directly, to the same extent as the City, against the Contractor. This Section 6 may not be amended without the written consent of LYNX.

7. **Governing Law**. This Assignment shall be governed by the laws of the State of Florida, including matters of validity, construction, effect and performance but exclusive of its conflicts of law principles.

8. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that facsimile signatures of this Agreement shall have the same force and effect as original signatures.

\* \* \* \* \*



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the Effective Date.

**CITY OF ORLANDO, FLORIDA**

By: \_\_\_\_\_  
Name:  
Title:

**CYCLEHOP, LLC**

By:   
Name: Josh Squire  
Title: Chief Executive Officer