

**RENEWAL NO. 3 OF INTERIM RIGHT-OF-WAY LICENSE AGREEMENT  
FOR DOCKLESS VEHICLE VENDOR**

The City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("City"), and Skinny Labs, Inc. d/b/a Spin ("Licensee"), having its offices at 450 Mission Street, Suite 400, San Francisco, CA 94105 entered into an Interim Right-of-Way License Agreement for Dockless Vehicle ("Agreement") with a term of three months that started on the April 19, 2019 Effective Date. City and Licensee are referred to collectively herein as "the Parties."

Recitals:

Whereas, Ann Arbor City Council's Resolution R-19-180 dated April 15, 2019, which approved the Interim License Agreement, authorized three renewals of the Interim License Agreement, at the City Administrator's discretion; and

Whereas, the Parties have agreed to this third renewal of the Agreement.

Terms:

1. The City and Contractor agree to renew the Agreement for a period of three months commencing January 19, 2020 (referred to herein as "Renewal No. 3").
2. During the term of this Renewal No. 3, the first paragraph of "Section 3. Consideration" of the Agreement shall read as follows:

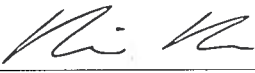
**Section 3. Consideration.** As consideration for the renewal of the License and reimbursement for City's costs and expenses associated with this Renewal No. 3 and the renewal of the License, and in addition to any other monetary obligation it has to the City, Licensee shall pay City: (1) \$5,000 within 30 days after execution by Licensee of this Renewal No. 3; (2) \$1 per day per Scooter permitted by the License, for a total of \$27,300 (based on having 300 Scooters operating in the City for 91 days) within 30 days after execution by Licensee of this Renewal No. 3; and (3) any other of the City's actual direct costs paid or payable in accordance with the established accounting procedures generally used by the City and which the City uses in billing third parties for reimbursable projects ("Costs") arising from this Renewal No. 3 of the Agreement or from Licensee's failure to comply with it.

3. All terms, conditions, and provisions of the Interim License Agreement, unless specifically modified above, are to apply to this Renewal No. 3 and are made a part of this Renewal No. 3 as though expressly rewritten, incorporated, and included herein.

This Renewal No. 3 shall be binding on the Parties' heirs, successors, and assigns.

**FOR LICENSEE,**

A California business corporation

By  \_\_\_\_\_

Derrick Ko  
Its: CEO

Date: January 16, 2020 \_\_\_\_\_

**FOR THE CITY OF ANN ARBOR,**

A Michigan municipal corporation

By  \_\_\_\_\_

Howard S. Lazarus  
Its: City Administrator

Date: 1/21/20

Approved as to substance:



Craig A. Hupy, Public Services Area  
Administrator

Approved as to form and content:



Stephen K. Postema, City Attorney

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