

BICYCLE STORAGE AGREEMENT

THIS AGREEMENT made this ____ day of _____ 20____, by and between **SOT 120 S LASALLE, LLC**, a Delaware limited liability company ("LICENSOR") and _____, a resident of Illinois ("LICENSEE").

RECITALS

- A. LICENSOR is the owner of 120 South LaSalle Street, Chicago, Illinois ("Building").
- B. LICENSEE, as tenant or an employee of a tenant, has an office in the Building.
- C. LICENSEE desires to obtain the privilege of storing LICENSEE'S bicycle described as follows: _____ ("Bicycle") within the bicycle storage area located behind and adjacent to the Building as demarcated on Exhibit "A" attached hereto ("Licensed Area"), and LICENSOR as an accommodation to LICENSEE desires to provide a limited license for such use.

AGREEMENTS

NOW, THEREFORE, the parties agree as follows:

1. LICENSE. (a) LICENSOR hereby grants and LICENSEE hereby accepts, a limited license and privilege to store LICENSEE'S Bicycle within the Licensed Area, subject to all governmental laws, rules and regulations, in accordance with the terms, covenants and conditions set forth in this Agreement and the rules and regulations in effect from time to time as promulgated by LICENSOR.

(b) Only non-motorized bicycles are permitted in the Licensed Area. All other items may be removed by LICENSOR at its sole discretion. Note that the Licensed Area is for bicycles registered with LICENSOR ONLY - other bicycles parked in the Licensed Area will be removed without advance warning.

(c) The Bicycle will be stored in the Licensed Area at LICENSEE'S sole risk, cost and expense. Any destruction, damage, theft, or vandalism of, or to, the Bicycle as a result of its presence in or LICENSEE'S use of the Licensed Area shall be the sole responsibility of LICENSEE and LICENSEE waives all claims therefor. LICENSEE agrees that the care, custody and control of the Bicycle in the Licensed Area shall be solely with LICENSEE, and LICENSEE shall assume the sole risk and responsibility for said Bicycle, and LICENSOR shall not be required to care for and shall not be deemed to acquire custody and control over said Bicycle and shall not be required to provide security for said Bicycle.

(d) LICENSOR will provide LICENSEE with keycard access to the Licensed Area. LICENSEE shall secure the Licensed Area such that the Licensed Area is not accessible by unauthorized third parties. Third party users of the Licensed Area will also be granted similar access to the Licensed Area, and with such plural access comes attendant risks. LICENSOR'S obligation under this Agreement shall be limited to providing the Licensed Area and access thereto during such reasonable posted hours as LICENSOR shall from time to time establish, and LICENSOR shall not be required to furnish any guard, security or other services under this Agreement or otherwise and even if LICENSOR does so furnish such services, LICENSEE shall not be entitled to rely upon such services.

(e) LICENSEE agrees that it is LICENSEE'S responsibility to use his or her own lock to safeguard his or her Bicycle, and that LICENSEE will at all times keep the Bicycle locked.

(f) The use of the Licensed Area may be temporarily suspended by LICENSOR from time to time for purposes of performing repair, maintenance or cleaning work in or in the vicinity of the Licensed Area upon two (2) business days prior written notice via hand-delivered letter or the e-mail address provided by LICENSEE on the attached "Exhibit B", provided such notice period may be shortened in the case of an emergency or the presence of a hazardous condition.

2. TERM. The Term of this Agreement shall commence on the date hereof and shall continue for an indefinite period of time with either party hereto having the right to terminate this Agreement effective

upon service of a ten (10) days prior written notice to the other party, this Agreement thereby terminating at the end of such ten (10) day period. The Term shall automatically expire on the date LICENSEE no longer maintains an office in the Building. At the expiration or earlier termination of the Term, LICENSEE shall remove the Bicycle from the Licensed Area. A bicycle which has not been so removed shall be deemed abandoned and may be removed and disposed of by LICENSOR at LICENSEE'S sole cost and expense with no liability to LICENSEE or others.

3. **INSURANCE.** LICENSEE is required to carry insurance to cover all risks, events and circumstances relative to LICENSEE'S use of the Leased Area and it is understood that LICENSOR'S insurance shall not cover such risks, events and circumstances.

4. **INDEMNIFICATION.** LICENSEE shall save and hold harmless LICENSOR and its agents, employees, and invitees from and against all suits, judgments, claims, demands, actions, damages, liability and expenses (collectively "Claim(s)") in connection with any loss, injury or damages arising from the presence or use by LICENSEE of the Licensed Area or the storage of the Bicycle however caused, whether or not caused or contributed to by anyone else, the presence of third parties or any other thing, including, without limitation, rain, snow, wind, other weather conditions or vandalism and whether foreseeable or unforeseeable. The provisions of this Paragraph 4 shall survive the expiration or earlier termination of this Agreement.

5. **NOTICE:** Notice hereunder shall be in writing and shall be delivered: personally; by nationally recognized overnight courier service; or by United States Postal Service, registered or certified mail, return receipt requested, addressed to the addresses set forth in the signature block of this Agreement.

6. **ASSIGNMENT:** LICENSEE may not assign or transfer this Agreement and any assignment or transfer in violation of this paragraph shall be void and confer no rights upon any third person.

7. **LIABILITY OF LICENSOR:** LICENSOR shall not be subject to recourse liability in respect of any provisions of this Agreement. The LICENSEE shall look solely to the equity of LICENSOR in the Building and the rents, issues, and profits derived therefrom for the satisfaction of the remedies of LICENSEE hereunder. It is mutually agreed that this clause is and shall be considered an integral part of this Agreement. Such exculpation of personal liability is absolute and without any exception whatsoever.

8. **MISCELLANEOUS:** (a) This Agreement constitutes the entire understanding of the parties and supersedes any prior written or oral negotiations or understandings. (b) It is the intention of the parties hereto that this Agreement shall be construed and enforced in accordance with the laws of the State of Illinois without reference to the conflicts of law principles thereof. In any dispute involving this Agreement, each party waives trial by jury. (c) If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. (d) LICENSEE shall pay all reasonable attorney's fees, and all costs and other expenses incurred by LICENSOR in connection with any Claims or incurred as a result of legal action taken by LICENSOR or its agents to enforce this Agreement. (e) This Agreement shall be binding upon and inure to the benefit of LICENSOR, LICENSEE and their respective successors and permitted assigns.

The parties have executed this Agreement as of the date first above written.

LICENSOR:

SOT 120 S LASALLE, LLC

By: M & J Wilkow Properties, LLC, Series HHH
Its agent

By: _____

Marc R. Wilkow
President

LICENSEE:

Name (Printed): _____

By: _____

Signature

Notice Address: _____

EXHIBIT B
LICENSEE INFORMATION

Name:	
Suite:	
Employer / Office Name:	
Office Phone:	
Cell or Home Phone:	
Preferred E-mail Address:	
Description of Bicycle:	

I have included a photo of the bicycle.

I have not included a photo of the bicycle.