

110 NORTH WACKER BIKE ROOM PARKING

ASSUMPTION OF RISK, WAIVER AND RELEASE FROM LIABILITY

BIKE ROOM ACCESS. Cyclists can access the Bike Room via key card from the side door located at the southwest end of the building, directly north of Washington Street. Once the Cyclists has used their access card to enter the building, he/she will use the elevator immediately in front of the entrance to access the Bike Room on the mezzanine level 2. Please reference [Exhibit A](#) below for a map detailing Bike Room access and entry. The Bike Room shall be accessible twenty-four hours a day. No other security shall be provided. Bikes or Scooters are not allowed in the main lobby or regular elevators.

BICYCLE PARKING. As of the date hereof, the Cyclists is allowed to lock one (1) bicycle in the Bike Room, as identified by the bicycle make and model provided [below](#). All bicycles must be secured to bike racks with a lock, provided by Cyclists. No alterations to the bike racks are permitted. If Cyclists wishes to lock a different bicycle in the Bike Room than the make or model provided, Cyclists shall provide written notice thereof to the Management Office and provide them with the required identifying information for the new bicycle.

SCOOTER, ELECTRIC SCOOTERS & ELECTRIC BIKES. As of the date hereof, the Cyclists is allowed to lock one (1) Scooter, E-Scooter, or E-bike in the Bike Room, as identified by the vehicles make and model provided [below](#). All registered vehicles must be secured to bike racks with a lock, provided by Cyclists. No alterations to the bike racks are permitted. If Cyclists wishes to lock a different vehicle in the Bike Room than the make or model provided, Cyclists shall provide written notice thereof to the Management Office and provide them with the required identifying information for the new vehicle. We ask that all electric scooters or bicycles be parked near the **back of the bike room**, furthest from the elevator entry space for safety reasons. No charging is allowed in the Bike Room to prevent overheating. Any electric bike or scooter that is suspected of overheating or causing damage will be liable to fines on a case by case basis.

TERMS OF AGREEMENT. This Agreement shall commence immediately upon the signing of this **WAIVER AND RELEASE** and shall continue in effect for successive one (1) calendar month terms. However, both Cyclists and the Management Office shall have the right to terminate this Agreement at any time via written notice of termination no less than thirty (30) days prior to the effective date of such termination. Notwithstanding the foregoing, any breach of the provisions of this Agreement or other written rules for use of the Bike Room will be considered a material breach and cause for immediate termination of this Agreement by the Management Office and the immediate removal of Bicyclist's property from the Bike Room.

CHARGES AND FEES. Cyclists hereby agrees to pay to the Management Office for the use of the Bike Room a one-time activation fee in the amount of \$30.00, which shall be due upon signing of this WAIVER AND RELEASE. Upon receipt of payment, the Management Office will provide Cyclists with an access card that will allow admittance into the Bike Room. If Cyclists shall lose such card, he or she shall be required to pay a re-issuance/access charge in the amount of \$30.00 for a new access card. Such activation/access charge and such re-issuance/access charge may be increased by Management from time to time. If Cyclist is found to have cause significant damage to the building or other vehicles they can be subject to fines and revoked usage to park.

HOLD HARMLESS & INDEMNIFICATION. Cyclists understands and acknowledges that other users of the Bike Room may inadvertently or purposefully damage or remove any and all contents of the Bike Room. Cyclists acknowledges and agrees that the use of the Bike Room will be entirely at their own risk. Cyclists further acknowledges and agrees that, in consideration for being permitted to use the Bike Room, Cyclists shall be entirely responsible for, and hereby waive and release any and all claims they have or may have in the future against Landlord, and its successors, assigns, affiliates, directors, officers, employees and partners or any of them (collectively, "Landlord Parties") for any and all losses, costs, expenses, including reasonable attorney's fees damages or liabilities whatsoever of any nature, including bodily injury or death, arising out of Cyclist's use of the Bike Room.

NO OVERNIGHT BIKE PARKING OR BIKE STORAGE. To ensure there is ample bike parking for all interested tenants, overnight bike storage is prohibited in the Bike Room. Therefore, the Cyclists agrees to remove his or her bicycle or scooter each day, unless hazardous bicycle riding conditions prohibit removal. If Cyclists fails to remove his or her vehicle each evening, the Management Office shall have the right to remove such vehicle and, if necessary, to cut the lock on Cyclist's vehicle to conduct such removal. Any bicycle or scooter parked overnight and

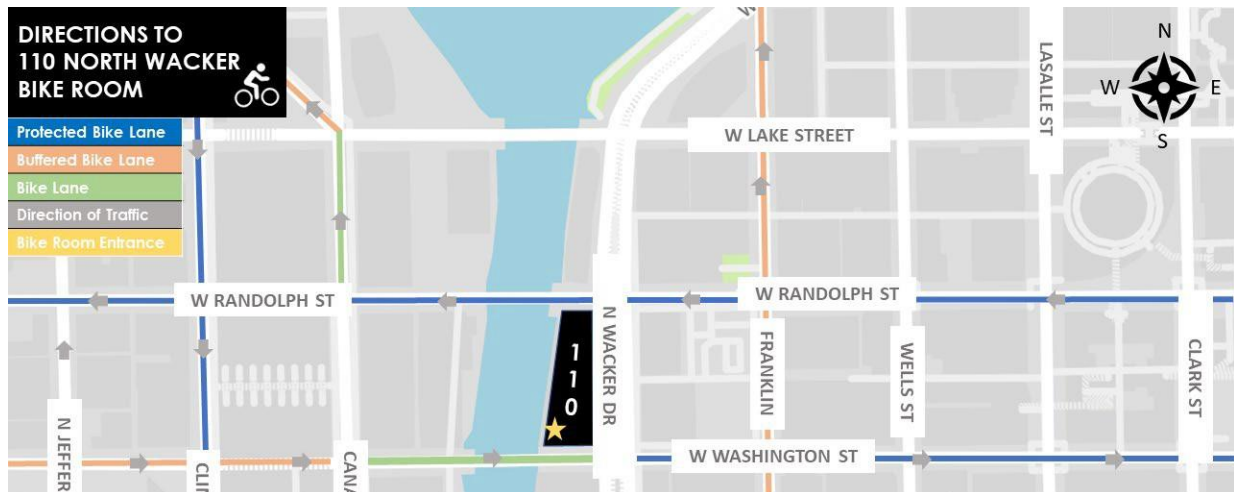
subsequently removed by the Management Office shall be returned to Cyclists only upon payment of a \$200.00 penalty / reclamation fee. In the event that a bicycle or scooter remains unclaimed thirty (30) days after Management Office retention, the Cyclists forfeits the claim on their vehicle and the Management Office reserves the right to donate or dispose of the vehicle as they see fit. Absolutely NO WINTER STORAGE will be permitted.

PRIVATE FACILITY. The Bike Room is not a public facility, but rather is for the exclusive use of those individuals who are specifically authorized in writing by 110 North Wacker Titleholder LLC c/o CBRE, Inc. (collectively, "Landlord") or its authorized representative to use the facility, and who read and sign this WAIVER AND RELEASE.

MISCELLANEOUS. This Agreement contains the complete understanding of the parties with regard to the subject matter hereof and no other agreements, oral or in writing, exist with regard to the same. This Agreement may not be transferred or assigned by Cyclists. Cyclists represents that the information contained herein is true and correct and agrees to promptly notify the Management Office of any change in such information. This Agreement may not be amended except in a written document signed by both parties. A party's failure to enforce any provision of this Agreement shall not operate as a waiver of any of that party's rights hereunder.

ADDITIONAL AMENITY OPTION: SHOWER SERVICES MEMBERSHIP. Cyclists who are not a building fitness center member may still use the 23rd floor fitness center showers for a fee of \$25 per month. To sign up for this service, bicyclist may reach out to the 110Fit Wellness Center directly at 110fit@kinemafitness.com or 312.605.1542.

For additional questions please call the Office of the Building at 312-900-0110 or email concierge@110northwacker.com. Once this waiver is read please use the 110APP to submit your bike information and payment.



Bicyclist can access the Bike Room via key card from the side door located at the southwest end of the building, directly north of Washington Street (and right off the River Walk). Once the Bicyclist has used their access card to enter the building, he/she will use the elevator immediately in front of the side door entrance to access the Bike Room on Level 2.

Do not block the elevator entry way.

Electric Scooters & E-Bikes are asked to use the racks furthest from the elevator doors.

NOTE: The flow of street traffic is Eastbound only on Washington Street, so commuters will need to loop around when entering or leaving the Bike Room, depending on which direction they are commuting from.