

BIKE VAULT AGREEMENT

THIS BIKE VAULT AGREEMENT (the "Agreement"), dated as of the date set forth below, is between HCG BLOCK 69 LLC ("Licensor") and the undersigned ("Licensee").

Licensor is the owner of the building commonly known as 609 Main (collectively, the "Building"), located at 609 Main Street, Houston, Harris County, Texas 77002. Licensee is an employee of the tenant in the Building identified below (the "Tenant") for certain leased premises in the Building (the "Leased Premises"). Licensor has agreed to provide bike storage area (the "Bike Vault") in the Building for use by tenants of the Building and their employees. Licensee has been authorized by Tenant to use the Bike Vault. Licensor desires to grant to Licensee and Licensee wishes to accept from Licensor a non-exclusive, revocable license to use the Bike Vault in accordance with the terms and conditions of this Agreement.

Now, therefore, in consideration of the agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree to enter into this Agreement on the terms and conditions set forth in **EXHIBIT A** attached hereto.

SIGNER'S STATEMENT OF AWARENESS

LICENSEE HAS READ AND UNDERSTANDS EXHIBIT A AND THE WARNINGS, RELEASE, ASSUMPTION OF RISK, AND INDEMNITY PROVIDED THEREIN AND HEREBY ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT CONTAINS CERTAIN RELEASE AND INDEMNIFICATION OBLIGATIONS. LICENSEE ACKNOWLEDGES AND AGREES TO ABIDE BY ALL RULES AND REGULATIONS NOW IN EFFECT OR AS THEY MAY BE AMENDED, AS FURTHER DESCRIBED IN EXHIBIT B TO THIS LICENSE.

NOTE: Please email this form to the Hines Property Management office at 609main.pm@hines.com.

EXHIBIT A

TERMS AND CONDITIONS

1. Premises and Term. Licensor hereby grants to Licensee a revocable, non-exclusive license to use the Bike Vault for the purposes set forth in Section 2 below. The term of this Agreement (the "Term") shall begin on the date hereof and, unless sooner terminated or revoked by Licensor, shall expire on the earlier to occur of the expiration or termination of: (i) Licensee's employment with Tenant, (ii) the Tenant's lease for the Leased Premises ("Lease"), or (iii) Tenant's right of possession of the Leased Premises. Notwithstanding anything herein to the contrary, Licensor may terminate this Agreement and the license granted hereunder or otherwise close the Bike Vault at any time and for any reason or no reason whatsoever. The non-exclusive, revocable license granted hereunder to Licensee to use the Bike Vault may be terminated by Licensor as provided herein, without payment of a termination fee or other consideration.

2. Use. Licensee shall use the Bike Vault for the sole and exclusive purposes of bike storage. Licensee acknowledges and agrees that it shall not permit or invite or allow any person or guest to enter or use the Bike Vault.

3. Acknowledgment of Risks. Licensee acknowledges and agrees that: (i) the Bike Vault shall be unmanned and unsupervised; (ii) any and all employees of Licensor or Hines Interests Limited Partnership ("Hines"), or any successor or assignee of the foregoing, who may be present at any time in the Bike Vault are not trained or authorized to provide, health, fitness or medical assistance or advice. Licensee's use of The Bike Vault is at Licensee's sole risk and Licensee expressly, knowingly, voluntarily, unconditionally and willingly assumes any and all risk of personal injury, bodily injury, illness, death, property loss, damage or theft or any other Claim (as defined below) (collectively, "Harm") arising out of, resulting from, in connection with and related to Licensee's Use of The Bike Vault. Licensee hereby assumes all responsibility for its Use of The Bike Vault.

4. Waiver and Release and Indemnity. **Licensee intends to use the Bike Vault for the Use and in consideration thereof, Licensee hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and WAIVES any and all past, present and future claims, losses, costs (including, but not limited to, costs of defense or settlement, attorneys' fees and court costs), expenses, liabilities, demands or causes of action (collectively referred to as the "Claims"), from and against Licensor, Hines and their respective partners, members, managers, officers, directors, shareholders, subsidiaries, representatives, affiliates, employees, staff, agents and all others acting on behalf of Licensor or Hines (collectively referred to as the "Indemnified Parties") that arise out of, result from, are in connection with, or that relate to Licensee's entry into and Use of the The Bike Vault, and Licensee covenants and agrees not to sue any of the Indemnified Parties for such Claims or any Harm in connection therewith. The releases, waivers and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims to be released, waived or indemnified against or Harm in connection therewith arise, or are alleged to arise, from the NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, AND/OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES. LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF, RESULTING FROM, RELATING TO OR IN CONNECTION WITH ANY CLAIMS OF ANY PERSON OR PERSONS ARISING OUT, RELATED TO, IN CONNECTION WITH OR IN ANY WAY RESULTING FROM OR CAUSED IN ANY WAY BY (I) LICENSEE'S ENTRY INTO AND USE OF THE BIKE VAULT, (II) ANY ACT, OMISSION, OR NEGLIGENCE OF LICENSEE OR THE INDEMNIFIED**

PARTIES, (III) ANY AND ALL ACCIDENTS WITHIN, OR AMAGE TO THE PROPERTY OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, LICENSEE) LOCATED IN, ON OR ABOUT THE BIKE VAULT, AND (IV) HARM IN, ON OR ABOUT THE BIKE VAULT. THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE TO LICENSEE, LICENSEE'S HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FOR ANY HARM ARISING OUT OF, IN CONNECTION, RESULTING FROM WITH OR RELATED TO LICENSEE'S USE OF THE BIKE VAULT. Without in any way limiting the foregoing provisions, Licensee agrees that the liability of Licensor for any Claim or Harm for which Licensor is held responsible to Licensee shall be limited to Licensor's interest in the Building. This Section shall survive the expiration or termination of this Agreement.

6. Compliance with all Applicable Laws. Licensee, at its sole cost and expense, shall at all times during the Term hereof comply with all applicable laws, ordinances, rules, regulations and requirements of any governmental authority having jurisdiction over Licensee's entry into and Use of the BIKE VAULT. Licensee, at its sole cost and expense, shall comply in all respects with the rules and regulations for its use of the Bike Vault established by Licensor from time to time. The current rules and regulations of the Bike Vault are attached to this Agreement as EXHIBIT B. Licensor and/or Hines reserve the right to revise and add to such rules and regulations from time to time as deemed necessary by Licensor and/or Hines. Licensor, at its sole and exclusive discretion.

7. Security. LICENSEE SPECIFICALLY ACKNOWLEDGES THAT LICENSOR HAS NO DUTY TO PROVIDE SECURITY PERSONNEL FOR ANY PORTION OF THE BIKE VAULT AND LICENSEE HAS ASSUMED SOLE RESPONSIBILITY AND LIABILITY FOR THE SECURITY OF ITSELF AND ITS PROPERTY, IN, ON, ABOUT OR WITHIN THE BIKE VAULT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE EXTENT LICENSOR ELECTS TO PROVIDE ANY SECURITY, LICENSOR IS NOT WARRANTING THE EFFICACY OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT AND THAT LICENSEE IS NOT RELYING AND SHALL NOT HEREAFTER RELY ON ANY SUCH PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT. LICENSOR SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR FAILURE OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT TO PREVENT OR CONTROL, OR APPREHEND ANY ONE SUSPECTED OF CAUSING HARM IN, ON OR AROUND THE BIKE VAULT.

8. Final Release. Licensee represents that it thoroughly and completely understands that this Agreement contains a complete and final release and indemnity, that it is freely and voluntarily entering into this Agreement, and that no representations, promises or statements made or allegedly made by the Indemnified Parties has influenced Licensee in causing him/her to sign this Agreement.

9. Waiver of Jury Trial. IN ANY LAWSUIT OR OTHER PROCEEDING INITIATED UNDER, IN RELATION TO, ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH THIS AGREEMENT OR THE PARTIES HERETO, WHETHER CONTRACTUAL, STATUTORY, AT LAW OR AT EQUITY OR OTHERWISE INVOLVING LICENSOR AND LICENSEE, LICENSOR AND LICENSEE HEREBY WAIVE ANY AND ALL RIGHTS THAT THEY MAY HAVE TO TRIAL BY JURY. LICENSOR AND LICENSEE HEREBY ACKNOWLEDGE AND AGREE THAT THIS WAIVER OF JURY TRIAL IS CONSPICUOUS AND HAS BEEN SPECIFICALLY BARGAINED FOR BY LICENSOR AND LICENSEE, AND LICENSOR AND LICENSEE KNOWINGLY, WILLINGLY AND VOLUNTARILY ENTER INTO THIS WAIVER OF TRIAL BY JURY. LICENSOR AND LICENSEE REPRESENT THAT LICENSOR AND LICENSEE EACH HAS READ THIS WAIVER OF JURY TRIAL, HAD AN OPPORTUNITY TO DISCUSS SUCH WAIVER OF JURY TRIAL WITH AN ATTORNEY AND KNOWINGLY, WILLINGLY AND VOLUNTARILY ENTERED INTO THIS PROVISION. LICENSOR AND LICENSEE EACH ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER OF JURY TRIAL. THIS WAIVER OF JURY TRIAL HAS BEEN BARGAINED FOR BETWEEN LICENSOR AND LICENSEE, AND IF LICENSEE

REQUIRED LICENSOR TO AGREE TO A JURY TRIAL, THE TERMS, CONDITIONS AND ECONOMICS OF THIS AGREEMENT BETWEEN THE PARTIES WOULD HAVE BEEN AFFECTED AND IN CONSIDERATION THEREFOR, LICENSEE HAS AGREED TO THIS WAIVER OF JURY TRIAL. This Section shall survive the expiration of termination of this Agreement.

10. Miscellaneous Agreements. This Agreement and the rights of Licensee hereunder are not assignable or transferable by Licensee. The terms, covenants, conditions and provisions contained in this Agreement shall be binding upon and inure to the benefit of Licensor and Licensee, and their respective heirs, representatives, successors and permitted assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Licensor and Licensee each does hereby covenant and agree that jurisdiction and venue with respect to all actions and proceedings instituted by either party to enforce this Agreement or to otherwise seek a declaration of rights under this Agreement shall be in Harris County, Texas, and any lawsuit filed and prosecuted in connection therewith shall be exclusive in any State District Court of Harris County, Texas, or in any United States District Court for the Southern District of Texas, Houston Division. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when personally delivered to the intended recipient at the address set forth on page 1 of the Agreement.

EXHIBIT B

THE BIKE VAULT - RULES AND REGULATIONS

All users of the Bike Vault are always required to have their 609 Main access cards with them while using the facility.

1. Only tenants of 609 Main and their employees are allowed use of the Bike Vault storage area.
2. Prior to use, a Bike Vault Agreement must be completed and on file.
3. A building access card issued to the participant is required to be admitted into the Bike Vault.
4. The access card issued to the participant is not allowed to be used by anyone other than the participant.
5. Your building access card will be programmed to enter the reserved parking garage to grant access into the Bike Vault. **YOU ARE NOT PERMITTED TO ACCESS THE RESERVED GARAGE IN A VEHICLE OF ANY KIND**, other than a bicycle or scooter. Any misuse of access into the reserved garage will be grounds for IMMEDIATE termination of Bike Vault use.
6. Bike Vault is for daily usage ONLY. No overnight storage is allowed.
7. Riding your bike inside The Bike Vault is prohibited.
8. Bikes MUST be walked down the ramp.
5. Proper attire is always required.
6. No horseplay; loud or offensive language; or other inappropriate behavior will be tolerated.
7. Show respect for equipment and facilities at all times. Do not sit on bike racks.
8. You may be expelled immediately if you misuse equipment.
9. Keep the facility path of travel clear; remove any obstructions.
10. Management personnel have authority over all room conduct and use of equipment.
11. Injuries and defective equipment are to be reported to the Hines Management Office immediately.
12. No tobacco products, food, chewing gum, glass bottles or cans are allowed. Plastic water bottles are acceptable.
13. No alcohol, drugs, and/or banned substances are allowed in the Bike Vault.
14. Owner and Hines are not responsible for personal belongings or lost or stolen items.
15. You must provide your own bike lock. Lockers are available on a first-come basis. **Items left in lockers overnight will be removed.**
16. Snacks and water are available on a first-come, first-serve basis. Please be mindful of others and limit yourself to one snack/water per person.
16. FAILURE TO COMPLY WITH STATED RULES WILL RESULT IN CANCELLATION OF ACCESS TO FACILITY.

LICENSEE:

Printed Name: _____ Employer/Tenant: _____

Signature: _____ Building Badge #: _____