

## BICYCLE ACCESS AGREEMENT

BICYCLE ACCESS AGREEMENT (this “**Agreement**”) made as of \_\_\_\_\_ by and between ROYAL REALTY CORP., as agent (“**Owner**”), having an address at 1155 Avenue of the Americas, New York, New York 10036 and \_\_\_\_\_ (“**Tenant**”), having an address at \_\_\_\_\_ and \_\_\_\_\_ (“**Landlord**”), having an address at c/o Royal Realty Corp., 1155 Avenue of The Americas, New York, New York 10036.

### W I T N E S S E T H:

WHEREAS, Owner is the agent of the owner and landlord of the building known as and located at 205 East 42nd Street New York, New York (the “**Building**”); and

WHEREAS, Tenant leased certain premises (“**Premises**”) from Landlord pursuant to that certain Lease between Landlord and Tenant (as the same may have been amended, the “**Lease**”), and Tenant has requested certain arrangements for bicycle parking for its employees from Landlord; and

WHEREAS, in connection with Article 504 to Chapter 5 of Title 28 of the Administrative Code of the City of New York (the “**Bike Access Law**”), Owner has made certain arrangements for bicycle parking for Tenant’s employees at the Building; and

NOW THEREFORE, in consideration of the covenants herein set forth, the parties hereto agree as follows:

1. ACCESS. Owner shall grant certain of Tenant’s employees the non-exclusive use of the bicycle rack (the “**Designated Bicycle Rack**”) located in the bike room (the “**Bike Room**”) of the Building (which bike room is more particularly described by shading on Exhibit B annexed thereto) subject to the following terms and conditions:

a) Tenant’s employees that desire to access the Bike Room for the daily parking of a bicycle shall each execute a copy of the Employee Bicycle Registration and Access Agreement (the “**Employee Registration**”) annexed hereto as Exhibit A. Each of Tenant’s employees that execute an Employee Registration shall be referred to herein individually as an “**Employee**” or collectively as “**Employees**”. Each Employee Registration shall also be executed by Tenant’s Director of Human Resources or such other executive who may confirm such Employee’s employment by Tenant at the Premises. Tenant shall deliver executed Employee Registrations to Owner and Landlord via e-mail to [bikeprogram@durst.org](mailto:bikeprogram@durst.org). No Employee shall be permitted access to the Bike Room unless and until Owner and Landlord have received the Employee Registration for such Employee. In no event shall Owner and/or Landlord be required to provide bicycle parking for anyone other than Employees of Tenant.

b) Upon receipt of an Employee Registration, Owner may issue to such Employee a(n) (i) identification card (“**ID Card**”), (ii) Kastle key card (or similar device) (“**Key Card**”), and/or (iii) identification tag (“**ID Tag**”) to be attached to such Employee’s bicycle. Owner may restrict or prohibit any Employee’s access to the Bike Room for (i) failure to present the ID Card along with a valid government issued form of identification and/or (ii) failure to attach the ID Tag to Employee’s bicycle while such bicycle is in the Bike Room. Further, Owner may require Employee to access the Bike Room by means of a Key Card.

c) Each Employee shall have access to the Bike Room subject to the terms and conditions of this Agreement and the Employee Registration on the third (3rd) business day following Owner’s and Landlord’s receipt of a fully executed Employee Registration from Tenant and such access shall continue

until the earliest to occur of (i) Employee's termination of employment with Tenant, (ii) the date Employee's permanent and primary office is no longer located at the Premises, (iii) such time as Landlord is no longer required to provide Tenant or its employees with bicycle parking in the Building, or (iv) Owner's, Landlord's or Tenant's termination of this Agreement as set forth below (the earliest such occurrence, the "**Expiration Date**"), all on the covenants, conditions and agreements hereinbefore and hereinafter stated. Upon the Expiration Date (or earlier termination of this Agreement), this Agreement and all Employee Registrations shall end fully and completely, except to the extent certain provisions survive the expiration or earlier termination of the term of this Agreement and the Employee Registrations.

d) Only Employees of Tenant that have permanent and primary offices at the Premises shall have access to the Bike Room. Each submission of an Employee Registration by Tenant shall be deemed a representation and warranty by Tenant to both Owner and Landlord that (i) such Employee is a current employee of Tenant that (x) has a direct employee/employer relationship with Tenant and (y) has a permanent and primary office at the Premises and (ii) such Employee is not an independent contractor, desk licensee, subtenant or other occupant of the Premises or agent of Tenant (collectively, the "**Employment Representation**").

e) Tenant shall immediately notify Owner and Landlord in the event any Employment Representation is no longer true with respect to an Employee.

f) Notwithstanding anything to the contrary contained in this Agreement, Tenant acknowledges and agrees that it has no rights to access or park bicycles in the Bike Room pursuant to this Agreement, and any such rights shall be governed by a separate Employee Registration, if any.

g) This Agreement shall not constitute a license or a lease. Tenant hereby acknowledges that Tenant, and Tenant's Employees, do not possess any rights as a licensee or tenant to the Bike Room or the Designated Bicycle Rack. This Agreement and the rights of Tenant and Tenant's Employees shall not be deemed to be or construed as a month-to-month tenancy or license or any other type of tenancy or license, and Tenant hereby waives any and all notices which would otherwise be required to be given by a landlord to a tenant to terminate a tenancy or license.

h) If requested by Landlord, prior to any Employee entering the Bike Room, Tenant shall deliver to Owner and Landlord a certificate of insurance with the addition to such certificate of insurance of (i) the Bike Room as an insured premises thereunder and (ii) Owner, its managing agent, and all other senior holders designated by Owner as additional insureds (a current listing of the parties described in this subparagraph (ii) is set forth on Exhibit C annexed hereto and made part hereof). Tenant shall keep and maintain such insurance coverage at all times during the term of this Agreement, at its own cost and expense, to protect Owner, Landlord and their respective agents, superior lessors, superior mortgagees, Tenant and its Employees as insureds.

i) The sole permissible use of the Bike Room pursuant to this Agreement is for the daily parking by an Employee. No Employee shall be permitted to park a bicycle in the Bike Room overnight. Any attempt to exercise this Agreement for any other purpose shall render this Agreement immediately null and void.

j) This Agreement, and the access granted to Tenant's Employees hereunder, is not intended to be a bailment, nor shall a bailment be created hereby.

k) All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

2. TERMS AND CONDITIONS. Tenant agrees that the Bike Room and the Designated Bicycle Rack shall be used in accordance with the following terms and conditions:

a) Each individual Employee shall use his or her Key Card to access the Bike Room at all times. Owner and Landlord reserve the right to limit the hours in which Tenant's Employees may access the Bike Room.

b) No Employee shall provide access to the Bike Room to any other person, entity, tenant, occupant or guest; it being understood and agreed by Tenant that only Employees placing their bicycles in or removing their bicycles from the Bike Room shall be permitted to use the Bike Room.

c) No Employee shall bring, park or permit to be kept in the Bike Room any item other than one (1) bicycle measuring no more than seventy-two (72) inches in length, twenty-four (24) inches in width at the handle bars and/or pedals (no more than twelve (12) inches in width elsewhere) and forty-two (42) inches in height (unless greater dimensions are required as a result of such Employee's physical disability), and made for use by one (1) individual, on the Designated Bicycle Rack. No trailers, recumbent bicycles or bicycles with more than two (2) wheels shall be permitted in the Bike Room (unless required as a result of such Employee's physical disability).

d) Each Employee shall at all times keep Employee's bicycle locked to the Designated Bicycle Rack in the Bike Room and shall remove all removable items such as lights, helmets, pumps, water bottles, saddle bags, and other storage bags or devices.

e) If any bicycle is left in the Bike Room overnight or longer, or otherwise appears abandoned, Owner may remove such bicycle from the Bike Room at Tenant's sole cost and expense without any liability to Owner, Landlord or their respective agents.

f) No Employee shall use the Bike Room in a manner that disturbs or interferes in any way with (i) any other user of the Bike Room, (ii) any tenants, subtenants, occupants, guests or visitors of the Building, or (iii) the operation of the Building.

g) Employees are permitted to park manual or electric scooters (collectively, "**Scooters**") on the Designated Bicycle Rack only in the area designated therefor by Owner. Parking of Scooters on the Designated Bicycle Rack shall be subject to the following conditions: (i) under no circumstances may gasoline-powered scooters be stored on the Designated Bicycle Rack or elsewhere in the Bike Room; (ii) electric Scooters must be spaced a minimum of two (2) feet apart from one another; and (iii) charging of electric Scooters is not permitted in the Bike Room. Owner reserves the right at any time, in its sole discretion, to withdraw permission for the storage of Scooters in the Bike Room. No items other than the Employee's bicycle and Scooters may be parked or stored on the Designated Bicycle Rack or anywhere in the Bike Room.

h) All bicycles placed in the Bike Room shall be placed there at Tenant's and Employee's sole risk. Neither Owner, Landlord, nor their respective agents shall be in any way liable or held responsible for any damage or theft that may occur to Tenant's or any Employee's property while located in the Bike Room or while being transported into and out of the Bike Room, nor for any injury to Employee's person resulting from using the Bike Room.

i) Owner may, at any time during the term of this Agreement, designate a different room in the Building or in any other building managed by Owner as the Bike Room, or different bike rack as the Designated Bicycle Rack, upon notice to Tenant and/or Tenant's Employees (which notice may be given in person, by telephone or by email or other writing or posting within or about the existing Bike Room or route to the Bike Room), after which such newly designated bike room or bike rack shall be deemed the Bike Room and/or the Designated Bicycle Rack, as applicable.

j) Owner and Landlord shall be under no obligation to provide any services in connection with the Bike Room.

k) Neither Tenant nor any Employee shall assign this Agreement or any Employee Registration or permit the Bike Room and/or Designated Bicycle Rack to be used by any person other than an Employee. Any unpermitted assignment shall be null and void *ab initio*.

l) In the event that Tenant or any Employee causes damage to the Bike Room, Owner may repair, at the sole cost and expense of Tenant, all damage or injury to the Bike Room. There shall be no liability on the part of Owner, Landlord, or their respective agents by reason of inconvenience, annoyance or injury arising from the making of any repairs, alterations, additions, or improvements in or to any portion of the Bike Room and/or the Building. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Agreement.

m) If Tenant vacates the Premises, or Owner and/or Landlord is no longer required to provide Tenant with bicycle parking in the Building, this Agreement shall automatically terminate upon the occurrence of either of the foregoing and Tenant's Employees shall no longer have access to the Bike Room.

n) If any Employee is no longer employed by Tenant, or any Employee's permanent and primary office at Tenant is no longer located at the Premises, then such Employee's access to the Bike Room shall automatically terminate upon the occurrence of either of the foregoing.

o) Tenant shall have the right to terminate this Agreement upon not less than five (5) business days' notice to Owner and Landlord. Upon the effectiveness of such termination of this Agreement, Tenant's Employees shall no longer have access to the Bike Room.

p) Upon the expiration or sooner termination of the term of this Agreement, Tenant's Employees shall quit and surrender the Bike Room in good order and condition and shall immediately remove each Employee's bicycle from the Designated Bicycle Rack. Any property remaining after the expiration or termination of the term shall be removed by Owner and/or Landlord at Tenant's and the applicable Employee's joint and several sole cost and expense and without liability to Owner, Landlord, or their respective agents. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Agreement.

q) Owner reserves the right to limit hours of access to the Bike Room without any liability on the part of Owner and/or Landlord, or their respective agents.

r) Tenant agrees that it shall not hold the Owner, Landlord, or their respective agents responsible for any claim, loss, damage or theft of any Employee's property, or for any personal property left in the Bike Room. Tenant has been advised by the Owner and Landlord that the Bike Room will be unattended by caretakers or employees of the Owner, Landlord, or their respective agents, and that this

Agreement is accepted under such condition. Tenant acknowledges that users of the Bike Room are warned not to bring valuable personal property to the Bike Room.

s) To the fullest extent permitted by law, Tenant shall defend, indemnify and save harmless Owner, Landlord and their respective agents, affiliated entities, all superior lessors and superior mortgagees, and all of their, shareholders, principals, agents and employees (collectively, “**Indemnitees**”) from and against any and all (a) losses, costs, expenses, claims and liabilities including, but not limited to, attorneys fees and costs, arising from (i) the use, occupancy and/or conduct by Tenant or Tenant’s Employees in the Bike Room; (ii) any act, omission or negligence by Tenant or Tenant’s Employees or their agents, employees, contractors, subcontractors, representatives, invitees, or contractors, (iv) Tenant or Tenant’s Employee’s failure to comply with any of the terms, covenants or conditions of this Agreement; or (v) any delay by Tenant or Tenant’s Employees in removing their belongings from the Bike Room, on or before the Expiration Date or sooner termination of this Agreement, including, without limitation, in all such cases, any injury or death to any person or damage to property of any person or entity occurring during the term of this Agreement, and (b) losses, costs, expenses, claims and liabilities incurred in connection with each such claim or action or proceeding brought thereon. In case any action or proceeding is brought against any Indemnitee by reason of any such claim, Tenant shall pay all of such Indemnitee’s costs (including, without limitation, attorneys’ fees and costs) incurred in connection therewith. This provision shall survive the expiration or other termination of this Agreement. Tenant may not assign this Agreement nor permit anyone other than Tenant’s Employees to utilize the Bike Room.

t) Tenant acknowledges that no broker was instrumental in showing or listing the Bike Room or in the negotiations of this Agreement. Tenant will indemnify Owner and Landlord for any claim made by any party or broker claiming to have dealt with Tenant, such indemnity to include, without limitation, attorneys fees and costs.

u) Tenant acknowledges that Owner and Landlord are entering into this Agreement on the express condition that Tenant treat the terms and conditions of the subject matter of this Agreement confidentially as provided in this Section 2(t). As a condition to the effectiveness of this Agreement, Tenant hereby represents and agrees as follows: (i) Tenant shall, and shall cause its Employees to, at all times, keep the terms and conditions of the subject matter of this Agreement strictly confidential (it being agreed that such terms and conditions may be disclosed to Tenant’s directors and officers, as well as Tenant’s legal counsel who need to know such information for the purpose of complying with the terms and conditions hereof); (ii) such directors, officers and legal counsel and accountants shall be informed by Tenant of the confidential nature of such information and shall be directed by Tenant to treat such information with strict confidence; and (iii) Tenant shall not disclose the terms and conditions of this Agreement to any person other than as permitted hereinabove. As used in this Section 2(t), the term “person” shall include, without limitation, a corporation, limited liability company, limited liability partnership, general or limited partnership, trust, pension fund, association or individual. Nothing herein shall be construed to prevent Tenant from (x) disclosing the terms of this Agreement in connection with any litigation between Tenant and Owner and/or Landlord regarding the subject matter hereof, (y) making any disclosure as required by all applicable legal requirements and (z) reporting terms of the Agreement in Tenant’s financial statements as shall be required by generally accepted accounting principles. The terms of this Section 2(t) shall survive the expiration or sooner termination of this Agreement.

v) Owner and/or Landlord may from time to time during the term of this Agreement adopt and enforce additional terms, conditions and penalties in connection with the purposes of this Agreement in order to ensure compliance with the foregoing terms and conditions and/or the Bike Access Law.

w) Owner and/or Landlord may terminate this Agreement at any time for any reason or no reason at all upon prior written notice to Tenant, in which case this Agreement shall terminate and neither party shall have any further obligation to the other as of such termination except for provisions that expressly survive the expiration or other termination of the term of this Agreement.

3. NOTICE. Tenant agrees that Owner and/or Landlord may serve any notice under this Agreement to Tenant and/or any Employee at the address first set forth above. Tenant and/or any Employee shall serve notice under this Agreement to Owner and Landlord, each at c/o Royal Realty Corp., 1155 Avenue of the Americas, New York, New York 10036, Attn: Michael J. Rhee, Esq., and c/o Rosenberg & Estis, P.C., 733 Third Avenue, 14th Floor, New York, New York, Attn: Gary M. Rosenberg, Esq. All notices served by Owner, Landlord, or Tenant must be in writing and served by (a) certified or registered mail, return receipt requested, (b) reputable overnight courier or (c) hand delivery (against confirmation of delivery).

4. RULES AND REGULATIONS. All of the agreements, covenants, terms and conditions set forth or contemplated herein and in the Employee Registrations shall be deemed “**Rules and Regulations**”, to which Tenant and the Employees have hereby agreed to comply. Failure of Tenant or any Employee to comply with the Rules and Regulations may, in Owner’s sole discretion, result in the termination of this Agreement or the rights under the Employee Registration of any such Employee.

5. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. The exchange of executed copies of this Agreement by so-called “portable document format” or similar electronic format (including, without limitation, executed through use of a reputable electronic signature service such as Sertifi or DocuSign) (collectively, “**PDF**”) transmission shall constitute effective execution and delivery of this Agreement as to the parties for all purposes, and signatures of the parties transmitted by PDF shall be deemed to be their original signatures for all purposes.

[Signature page follows]

**IN WITNESS WHEREOF**, Owner, Tenant and Landlord have respectively signed and sealed this Agreement as of the day and year first above written.

**OWNER:**

ROYAL REALTY CORP.

By: The Durst Manager LLC, its Authorized Signatory

By: SRDA Manager, LLC, its Managing Member

**TENANT:**

\_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_  
Michael J. Rhee, Assistant Secretary

**LANDLORD:**

ROYAL REALTY CORP., as agent for Landlord

By: The Durst Manager LLC, its Authorized Signatory

By: SRDA Manager, LLC, its Managing Member

By: \_\_\_\_\_  
Michael J. Rhee, Assistant Secretary

**EXHIBIT A**  
**EMPLOYEE BICYCLE REGISTRATION & ACCESS AGREEMENT**

Date: \_\_\_\_\_

Tenant: \_\_\_\_\_

Employee: \_\_\_\_\_

Kastle Key Tag #: \_\_\_\_\_

Employee's Bicycle: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Make/Model/Year/Color)

Tenant and Employee agree that Employee's access to and use of the of the designated bicycle rack (the "Designated Bicycle Rack") in the bike room ("Bike Room") at the building known as 205 East 42nd Street, New York, New York shall be subject to the following terms and conditions:

1. All of the agreements, covenants, terms, conditions and provisions (the "**Terms and Conditions**") of the Bicycle Access Agreement (the "BAA") are hereby incorporated by reference and shall be binding upon Employee and have the same effect as if same were fully set forth herein;

2. Tenant and Employee have reviewed the BAA, Employee fully understands all of the Terms and Conditions contained in the BAA and agrees to comply with such Terms and Conditions, including, without limitation, the confidentiality provisions contained in Section 2(t) of the BAA;

3. Tenant and Employee represent and warrant to both Owner and Landlord that Employee is a current employee of Tenant that (x) has a direct employee/employer relationship with Tenant and (y) has a permanent and primary office at the Premises;

4. Employee and Tenant further represent and warrant to both Owner and Landlord that Employee is not an independent contractor, desk licensee, subtenant or other occupant of the Premises or agent of Tenant;

5. Employee's bicycle shall be placed in the Bike Room at Employee's sole risk. Neither Owner, Landlord, nor their respective agents shall be in any way liable or held responsible for any damage or theft that may occur to Tenant's or Employee's property while located in the Bike Room or while being transported into and out of the Bike Room, nor for any injury to Employee's person resulting from using the Bike Room;

6. If Employee causes damage to the Bike Room, Owner may repair, at the joint and several expense of such Employee and Tenant, all damage or injury to the Bike Room. There shall be no liability on the part of Owner, Landlord, or their respective agents by reason of inconvenience, annoyance or injury arising from the making of any repairs, alterations, additions, or improvements in or to any portion of the Bike Room and/or the Building. Tenant's and Employee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Agreement;

7. Upon the expiration or sooner termination of the term of this Agreement, Employee shall quit and surrender the Bike Room in good order and condition and shall immediately remove Employee's bicycle from the Designated Bicycle Rack. Any property remaining after the expiration or termination of the term shall be removed by Owner and/or Landlord at Tenant's and Employee's joint and several sole cost and expense and without liability to Owner, Landlord, or their respective agents. Tenant's and Employee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Agreement;

8. Tenant and Employee agree that they shall not hold the Owner, Landlord, or their respective agents responsible for any claim, loss, damage or theft of any Employee's property, or for any personal property left in the Bike Room. Tenant and Employee shall look solely to Tenant's and/or Employee's insurance, if any, for such any such recovery. Employee has been advised that the Bike Room will be unattended by caretakers or employees of the Owner, Landlord, or their respective agents, and that this Agreement is accepted under such condition. Employee acknowledges that users of the Bike Room are warned not to bring valuable personal property to the Bike Room;

9. Owner reserves the right to limit hours of access to the Bike Room without any liability on Owner's and/or Landlord, or their respective agent's part. Owner and/or Landlord may from time to time during the term of this Agreement adopt and enforce additional terms, conditions and penalties in connection with the purposes of this Agreement in order to ensure compliance with this Agreement and/or the Bike Access Law;



10. This Agreement shall not constitute a license or a lease. Tenant and Employee hereby acknowledge that Tenant and Employee do not possess any rights as a licensee or tenant to the Bike Room or the Designated Bicycle Rack. This Agreement and the rights of Tenant and Employee shall not be deemed to be or construed as a month-to-month tenancy or license or any other type of tenancy or license, and Tenant and Employee hereby waive any and all notices which would otherwise be required to be given by a landlord to a tenant to terminate a tenancy or license. This Agreement, and the access granted to Tenant's Employees hereunder, is not intended to be a bailment, nor shall a bailment be created hereby;

11. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the BAA.

12. Signatures exchanged via ".pdf" by digital transmission shall be deemed originals.

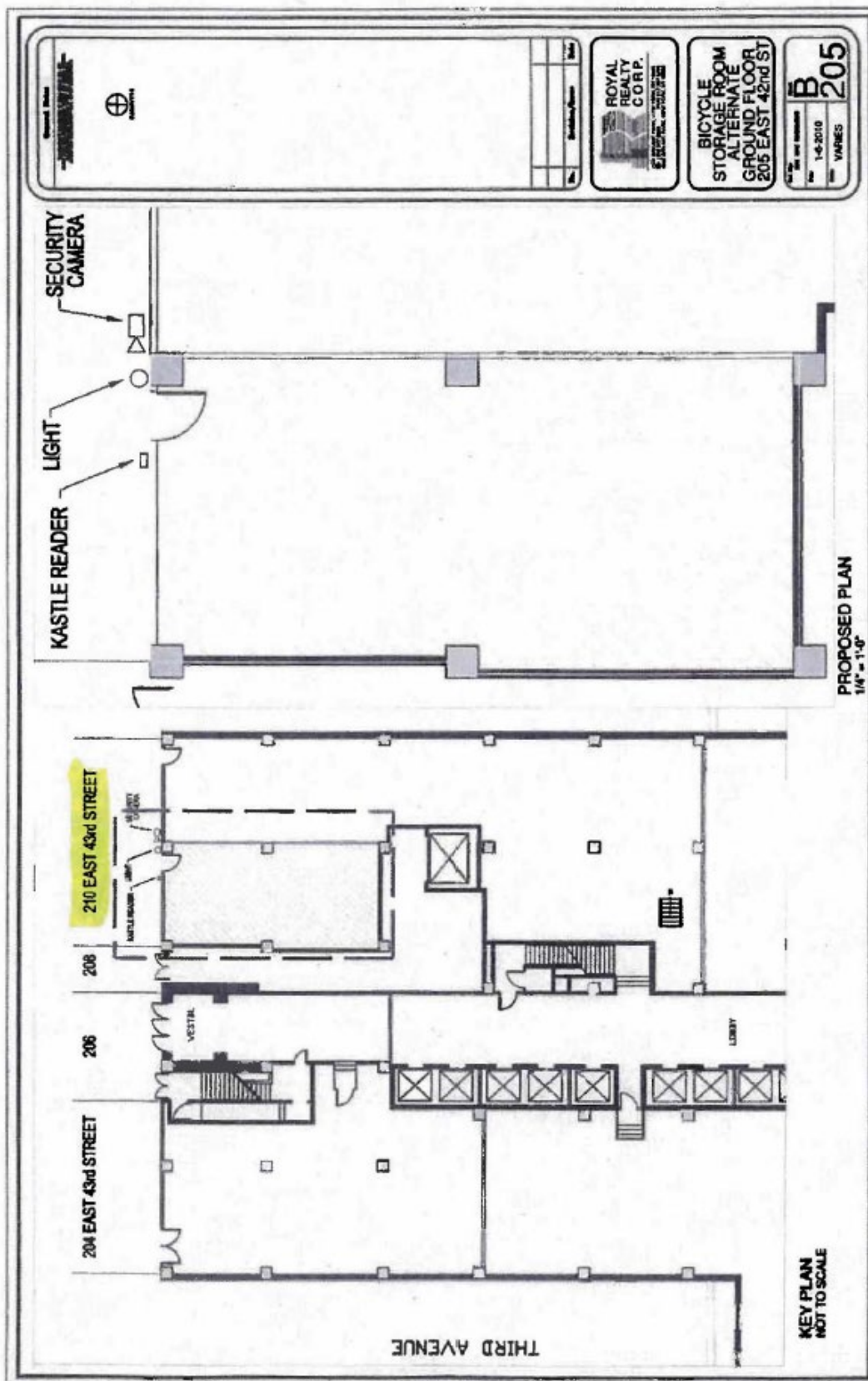
**IN WITNESS WHEREOF**, Tenant and Employee have respectively signed and sealed this Agreement as of the day and year first above written.

\_\_\_\_\_, *Employee*  
Tenant

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

\_\_\_\_\_  
Name: \_\_\_\_\_

**EXHIBIT B**  
**BIKE ROOM**



**EXHIBIT C**

**OWNER'S INSURED PARTIES**

**CERTIFICATE HOLDER FOR 205 EAST 42ND STREET**

Royal Realty Corp.  
Attn: Rick Villacampa  
1155 Avenue of the Americas  
New York, NY 10036

**ADDITIONAL INSUREDS**

205 Condominium  
The Board of Managers of 205 Condominium  
DOLP 205 Leasehold LLC  
DOLP 205 Properties II LLC  
The Durst Manager LLC  
SRDA Manager, LLC  
Royal Realty Corp.  
S.T. Rud Construction Corporation  
The Durst Organization Inc.  
Citibank NA, its successors and/or assigns