



PARAMOUNT
GROUP

BICYCLE PARKING AND FITNESS CENTER LICENSE AGREEMENT

Date of Agreement: _____, 20__

Name and address of
Licensor (“**Licensor**”):

T-C 55 SECOND STREET, LLC
c/o PARAMOUNT GROUP, INC.
55 Second Street, Suite 155
San Francisco, CA 94105
Attention: Property Manager

with a copy to:

c/o PARAMOUNT GROUP, INC.
1633 Broadway, Suite 1801
New York, NY 10019
Attention: Bernard A. Marasco, Senior Vice President-
Counsel, Leasing & Property Management

and a copy to:

c/o PARAMOUNT GROUP, INC.
Spear Tower, One Market Plaza, Suite 1470
San Francisco, CA 94105
Attention: Area Asset Manager/General Manager

Name, address, telephone number, Access

Card No. of Employee/Licensee (“**Licensee**”): Name: _____

Address: _____

Tel. No.: _____

E-Mail Address: _____@_____

Access Card No.: _____

Name and Suite No. of Tenant/Employer (“**Tenant**”):

Name: _____, a _____

Suite No: _____

Address of Building (“**Building**”): 55 Second Street, San Francisco, California

Color, manufacturer, and serial
number of non-motorized two-wheel
bicycle owned by Licensee (the “**Bike**”): _____

1. Parties. Licensors and Tenant have entered into a lease (the “**Lease**”), pursuant to which Tenant, as Licensee’s employer, leases space in the Building (the “**Premises**”) from Licensor. Licensee is an employee or principal of Tenant who works at the Premises on a regular basis.

2. Definitions.

(a) “**Bike Parking Area**” means the bicycle parking area located in the Building, as depicted on **Exhibit A** attached hereto, as the same may be expanded, contracted and/or otherwise modified from time to time, as contemplated in Section 3 of this Agreement.

(b) “**Fitness Activities**” means participation in any exercise classes or other programs or activities (including any outside activities or events and any related transportation provided by or on behalf of the owner or manager of the Fitness Center (defined below)) conducted or provided at or in connection with the Fitness Center, including without limitation general use of the Fitness Center.

(c) “**Fitness Center**” means the Building’s fitness center and related facilities, including without limitation exercise equipment, locker rooms and showers, as depicted on **Exhibit A** attached hereto, as the same may be expanded, contracted and/or otherwise modified from time to time, as contemplated in Section 5 of this Agreement.

(d) “**Licensed Facilities**” means, collectively, the Bike Parking Area and the Fitness Center, each of which are sometimes referred to individually as a “**Licensed Facility**”.

3. Access to Bike Parking Area & Fitness Center. Tenant has requested that Landlord permit Licensee to (a) park the Bike in the Bike Parking Area while Licensee is at work in the Premises and (b) allow Licensee to participate in Fitness Activities in the Fitness Center, and Licensor has agreed to permit Licensee to use the Licensed Facilities for such purposes on the terms and conditions set forth in this Bicycle Parking and Fitness License Agreement (“**Agreement**”).

4. License.

(a) Grant of Licenses. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, the following non-exclusive licenses: (i) a non-exclusive license to park the Bike in the Bike Parking Area during the time Licensee is actually present in the Premises; and (ii) a non-exclusive license to use the Fitness Center to participate in Fitness Activities.

(b) Limitations. Licensee acknowledges that (i) other persons will also be using the Licensed Facilities for their intended purposes; (ii) Licensee does not have the exclusive right to use all or any part of the Licensed Facilities; and (iii) at times the Licensed Facilities may be full, in which event Licensee shall not have a right to use them. Licensee shall use the Licensed Facilities in accordance with all applicable laws and regulations and those rules set forth on **Exhibit B** with respect to the Bike Parking Area (the “**Bike Rules**”) and **Exhibit C** with respect to the Fitness Center (the “**Fitness Rules**”) and together with the Bike Rules, the “**Licensed Facilities Rules**”), which Licensed Facilities Rules are subject to supplementation and other modification by Licensor from time to time. Licensor makes no representation or warranty concerning the condition or use of the Licensed Facilities or any activities therein or related thereto (including without limitation Fitness Activities) or that either Licensed Facility is secure and safe from criminal activity. This Agreement does not grant any estate, interest or leasehold or rental rights or privileges in the Licensed Facilities or other parts of the Building.

5. Term. The term of this Agreement (the “**Term**”) shall commence upon full execution of this Agreement and shall terminate on the date (the “**Termination Date**”) of the first to occur of the following events: (a) the termination of the Lease, (b) the date Licensee no longer works in the Premises on a regular basis, (c) the date Licensee’s employment with Tenant is terminated, (d) the date Licensee has committed a Default (as defined in Section 11 below) and (e) five (5) days after either Licensee or Licensor gives written notice to the other party of its election to terminate this Agreement. Without limitation of the foregoing, Licensor may, in its discretion, terminate the Agreement under the foregoing subparagraph (e) as to one Licensed Facility, without terminating the Agreement as to the other Licensed Facility. Licensor shall have the right, in Licensor’s sole discretion, to expand, contract, eliminate or otherwise modify the Licensed Facilities, or either of them, and/or any activities permitted to be conducted therein (including without limitation Fitness Activities) and the same shall not entitle Licensee to any claim or remedy against Licensor.

6. Access Device Fee. Licensor may provide Licensee with an access card or other device (“**Access Device**”) to control access to the Building and/or Licensed Facilities, subject to the payment by Licensee of a nonrefundable fee for the Access Device. Licensor may charge Licensee a nonrefundable fee to replace lost, stolen or damaged Access Devices.

7. Waiver; Informed Consent. By executing this Agreement, Licensee hereby acknowledges and agrees that Licensee’s use of the Licensed Facilities and all property of Licensee placed therein is voluntary and at Licensee’s sole risk and expense, including without limitation risk of accidental injury. Further, Licensee acknowledges, understands and agrees that (a) Licensee is aware of and familiar with the hazards of the novel coronavirus (“**COVID-19**”), the guidelines issued by the Centers for Disease Control and Prevention (“**CDC**”) regarding COVID-19 and is aware of both the risk of transmission of COVID-19 and of other potential diseases in the course of social interaction (collectively, “**Health Risks**”); (b) the circumstances regarding COVID-19 and other Health Risks are subject to change on a day-to-day basis; (c) the CDC guidelines for Health Risks are regularly modified and updated and Licensee accepts full responsibility for familiarizing itself with the most recent updates applicable to Licensee’s use of the Licensed Facilities; (d) Licensee will not use the Licensed Facilities if Licensee is experiencing any symptoms of COVID-19 or any other contagion that constitutes a Health Risk; (e) Licensor may deny Licensee entry into the Licensed Facilities based upon Licensee’s condition or other health factors; and (f) Licensor shall have no obligation to perform any testing to determine whether Licensee has or may have COVID-19 or any other disease. Licensee further recognizes that the reaction of Licensee’s cardiovascular system to Fitness Activities cannot be predicted with complete accuracy and that during or following periods of exercise, it is possible for any individual to develop abnormalities of blood pressure and/or heart

rate, ineffective heart function, or, in rare instances, heart attack or cardiac arrest. Licensee understands that Licensee should consult a physician before participating in any fitness program or other exercise activities, including without limitation the Fitness Activities. Licensee hereby willingly chooses to participate in the Fitness Activities with the awareness of the risks described above. In consideration for Licensee being permitted to use the Licensed Facilities and take part in Fitness Activities, Licensee hereby releases Licensor, Paramount Group, Inc. and its affiliates and subsidiaries (collectively, “**Management**”) and their respective partners, members, principals, officers, directors, agents, employees, contractors, successors and assigns (collectively, “**Released Parties**”) from, and agrees to hold any and all of the Released Parties harmless against, any claim, demand, liability, cause of action or suit of any kind or nature (collectively, “**Claims**”), whether resulting from the negligence of the Released Parties or otherwise (including without limitation, strict liability), inclusive of the risk of illness or death related to Health Risks arising from Licensee being in or about the Licensed Facilities, or either of them, arising out of, resulting from or incident to Licensee’s use or occupancy of the Licensed Facilities, or either of them, and/or Licensee’s participation in Fitness Activities (collectively, “**Released Liabilities**”). Licensee hereby waives any claim Licensee may have against the Released Parties in connection with any of the Released Liabilities and agrees not to sue or make any claims of any nature whatsoever in any court, agency, or other forum or proceeding against any Released Parties in connection with any of the Released Liabilities. The Released Parties shall not be responsible or liable to Licensee for any articles damaged, lost or stolen in or about the Licensed Facilities, or for loss or damage to any property. The waivers and releases set forth in this paragraph shall apply to any existing claims and any claims that may arise in the future based on Licensee’s future use of the Licensed Facilities, and/or participation in Fitness Activities. The provisions of this Section shall survive the termination of this Agreement.

With respect to the releases set forth in this Agreement, Licensee acknowledges that Licensee has been advised by legal counsel and is familiar with the provisions of California Civil Code Section 1542 which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

LICENSEE, BEING AWARE OF THE ABOVE-QUOTED CODE SECTION, HEREBY EXPRESSLY WAIVES ALL RIGHTS LICENSEE MAY HAVE THEREUNDER, AS WELL AS ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT PERTAINING TO THE RELEASES SET FORTH IN THIS AGREEMENT.

8. Indemnity. Licensee shall indemnify, hold harmless, and defend (with counsel reasonably satisfactory to Licensor) Licensor and the Released Parties from and against all Claims, including without limitation reasonable attorneys’ fees and the costs and expenses relating to the loss of life, bodily or personal injury, or property damage arising from or out of Licensee’s use and/or occupancy of the Licensed Facilities and/or participation in Fitness Activities. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

9. Transfer of Building. Licensor may transfer and assign its interest, rights and obligations under this Agreement to the subsequent owner of the Building, after which Licensor shall have no further liability or obligation under this Agreement, and Licensee will look solely to such successor in interest of

Licensor for performance of such obligations. Licensee shall have no right to transfer or assign its rights or obligations under this Agreement.

10. End of Term; Surrender. At the end of the Term, Licensee shall remove all of its personal property from the Licensed Facilities, failing which such personal property shall conclusively be deemed abandoned and Licensor may dispose of it as Licensor sees fit. Licensee shall reimburse Licensor for any storage or disposal costs on demand. Licensee shall return to Licensor any Access Device provided by Licensor on the Termination Date.

11. Default; No Waiver. Licensee shall be in default under this Agreement in the event Licensee fails to perform any of its obligation under this Agreement within five (5) days after written notice from Licensor to Licensee (a “**Default**”). Upon a Default, Licensor shall have all rights and remedies available at law or in equity. Licensor’s rights under this Agreement are cumulative and may be exercised at any time and the exercise of any rights and remedies does not exclude any right or remedy. Licensor’s failure to insist on strict performance of any of, or exercise its rights under, the provisions of this Agreement may not be construed to waive such rights.

12. Governing Law; Entire Agreement; Modification. This Agreement shall be interpreted and enforced in accordance with the laws of the State of California. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall not affect the validity of any other provision hereof. This Agreement contains the entire agreement of the parties hereto with respect to any matter mentioned herein. No prior or contemporaneous agreement or understanding pertaining to any such matter shall be effective. This Agreement may be modified only by a writing signed by the parties in interest at the time of the modification.

13. Notices. Any notices or other communications required to be given by the parties hereunder shall be deemed given upon deposit in the U.S. Mail, certified mail, return receipt requested, or upon deposit with an overnight delivery service such as Federal Express, at the addresses set forth in the beginning of this Agreement, or upon receipt if personally delivered.

14. Counterpart Copies; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall have the same force and effect as if the parties hereto had executed a single copy of this Agreement. Licensor may execute this Agreement using an electronic signature, which shall be deemed valid and binding. An email from Licensor, its agents, brokers, attorneys, employees or other representatives shall never constitute Licensor’s electronic signature or be otherwise binding on Licensor. Licensee shall not have the right to execute this Agreement using an electronic signature, and Licensee shall execute this Agreement using an original ink signature.

[Signatures Appear on the Following Page(s)]

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of the date first above written.

LICENSOR:

T-C 55 SECOND STREET, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

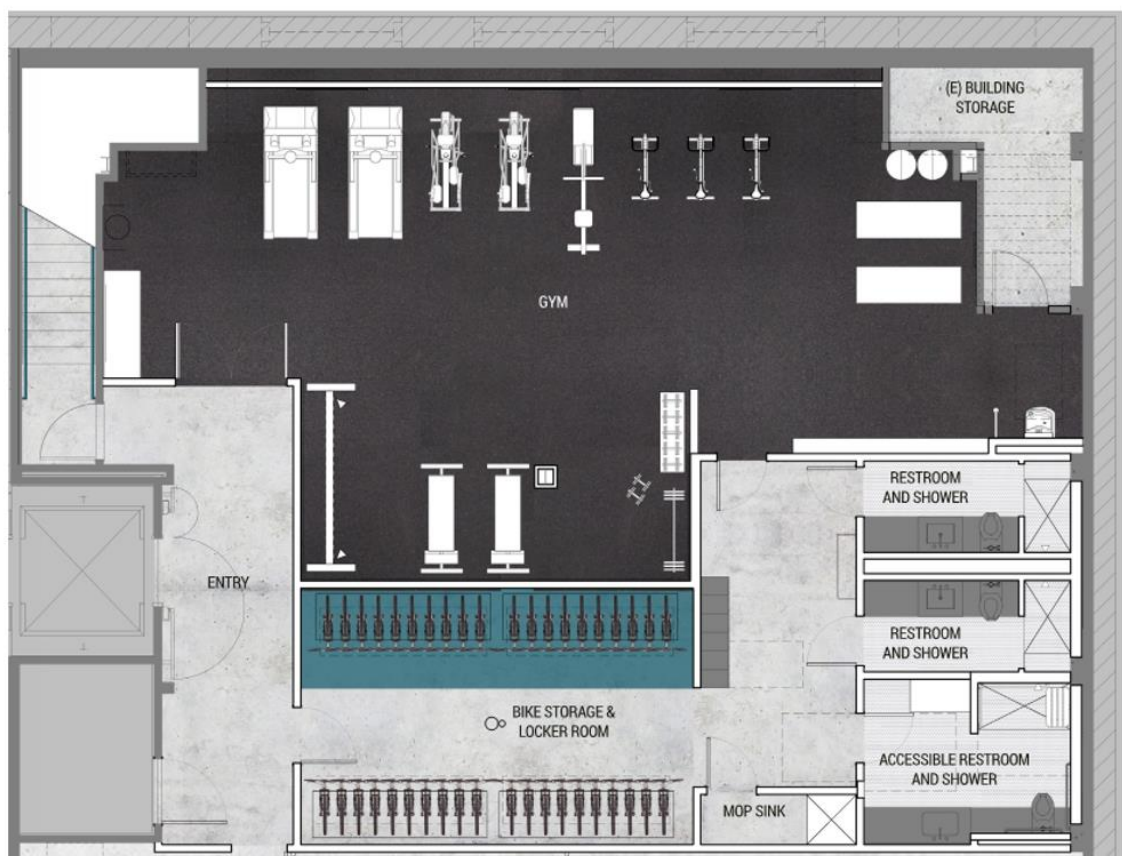
LICENSEE:

Signature

Printed Name

Exhibit A
Depiction of Licensed Facilities¹

FLOOR PLAN



¹ The depiction of the Licensed Facilities in this **Exhibit A** is for informational purposes only and shall not be construed as a limit on Licensor's right to expand, contract, modified or eliminate Licensed Facilities from time to time, as contemplated in Section 3 of the Agreement.

Exhibit B
Bike Rules

THESE RULES adopted by Licensor, as the owner of the Building, shall govern the use of that certain area in the Building's garage that Licensor has elected to set aside for bicycle parking.

1. Licensee shall have the right to use the Bike Parking Area only while Licensee is present in the Building.
2. Bicycle parking is on a first come, first-served basis. If the facility fills up, it will be the responsibility of any additional parkers to find an alternative solution – i.e., to park the Bike in another location that is not located in the Building. By way of example, and not limitation, bicycles shall not be parked at entrances or approaches to the Building, brought onto an elevator or stored in the Premises.
3. As a reminder, the Building rules prohibit bicycles being brought into the Building through the passenger elevators. Bicycles must be carried through the lobby and transported through the freight elevator only. Riding through the Building garage is strictly prohibited.
4. Parking of bicycles in the **Building's Basement** (Lower Level -LL) and the **Garage** shall be restricted to those employees of tenants and subtenants of the building and agents of Licensor, who wish to commute to the building via bicycle.
5. The Bike shall not be parked in the Bike Parking Area overnight. Bicycles left longer than forty-eight (48) hours will be tagged by security. Bicycles left longer than seventy-two (72) hours will be moved into storage for thirty (30) days prior to disposal.
6. Users of the Building's bike area shall lock their bicycles to the bike rack. All locks must be removed daily. Licensor reserves the right to perform clean-ups and remove all locks attached to the bike rack which are not removed at the end of the day.
7. Neither Licensor nor its agents shall be responsible for the loss, theft, or destruction of, or for any damage to, bicycles or any of their parts. Licensor's granting of parking privileges shall not be deemed to create bailment. An employee's parking will be at his or her own risk.
8. Licensee shall only park the Bike in the Bike Parking Area and shall not park any other bicycles, helmets, clothes or other personal property in the Bike Parking Area.
9. Licensor may require that Licensee place an identification sticker on the Bike so Licensor can easily confirm that the Bike is permitted to be parked in the Bike Parking Area.
10. Any violation of any of the foregoing rules by any employee may result in the revocation of his/her parking privileges by Licensor, in Licensor's sole and absolute discretion.

Licensor reserves the right to rescind any of these rules and to make such changes therein, and such other and further rules, as Licensor in its reasonable judgment shall, from time to time, deem appropriate. Such

changed or additional rules shall be binding upon each tenant and employee upon Licensor's giving such tenant or employee written notice thereof. Notice of rule changes may be delivered by posting in the Bike Parking Area.

Exhibit C
Fitness Rules

Licensee shall comply with the following rules, regulations and policies, as they may be reasonably modified or supplemented from time to time by Management:

1. Licensee shall only have access to the Fitness Center during hours designated by Licensor for the Fitness Center from time to time.
2. Each user of the Fitness Center (“User”) must have a pre-authorized keycard to enter the Fitness Center. A pre-authorized keycard shall not be issued to any User until Management has received any applicable initial fee. Unless the following requirement is rescinded by Management, each User will be required to reserve a time to use the Fitness Center with Management in advance.
3. Use of the Fitness Center shall be limited to the hours designated by Management from time to time. Management shall have the right, in its sole discretion, to alter the hours of use of the Fitness Center.
4. No guests are allowed to enter or use the Fitness Center or participate in any Fitness Activity. Without limiting the foregoing, children under the age of 18 are not permitted to enter the Fitness Center.
5. Each User must follow posted instructions when using equipment.
6. Cardiovascular exercise equipment use is limited to 30 minutes per machine.
7. Any User having a medical condition such as high blood pressure, heart disease, a respiratory problem, pregnancy, or any other condition (such as being on medication) that may make exercise dangerous to his or her health must consult with his or her physician before using the Fitness Center or participating in any Fitness Activity.
8. If, while using the Fitness Center or participating in a Fitness Activity, a User feels faint, dizzy or sick, experiences pain, or has difficulty breathing, he or she shall immediately stop the activity and cool down. If such User does not feel better, he or she should call 911 for assistance. The Fitness Center is not supervised.
9. If, while using the Fitness Center or participating in a Fitness Activity, a User notices any faulty or malfunctioning equipment, hazardous condition, or safety concern, such User shall promptly report the same to Management staff.
10. No keycard to the Fitness Center shall be shared and shall only be used by the User to whom such keycard was issued.
11. Users must keep the Fitness Center in a neat and orderly fashion, including, but not limited to, wiping all equipment after use.
12. Users shall not store anything in the Fitness Center, except to the extent temporarily stored in the locker rooms during their use of the Fitness Center. Lockers are for day use only and may not be used overnight. Lockers are for use only during a User’s workout. Belongings must be removed at the conclusion of the workout to ensure that available locker space remains for others. Locks left in day use lockers overnight will be removed, along with items left inside.

13. No smoking, alcoholic beverages or glassware is allowed in or around the Fitness Center at any time.
14. Appropriate exercise attire is required at all times.
15. All personal articles shall be removed upon completion of the User's workout.
16. Cell phone use is not permitted in locker room.
17. No food or drinks are permitted in the locker rooms with the exception of water bottles.
18. No sleeping shall be permitted in the Fitness Center at any time.
19. Users shall put all equipment away after use, re-rack weights, re-hang mats & bands, place soiled towels in hampers, wipe down equipment used, etc.
20. Users shall not drop or throw weights.