

SEVENTEENTH STREET PLAZA
EXERCISE FACILITY AGREEMENT AND LIABILITY RELEASE

CBRE INC., LLC ("Manager") by and through its agent EQC OPERATING TRUST, LLC ("Owner") owns 1225 Seventeenth street Denver, Colorado (the "Building"). and has, for the use and enjoyment of the tenants and their employees of the Building, established an indoor exercise area and locker room located on floor Pl of the Building (the "exercise facility"); and in consideration of the license to the use of the Exercise Facility, I _____ hereby agree as follows:

1. The Exercise Facility is intended for the exclusive use of authorized Members only. An authorized "Member" shall mean the Buildings tenants' employees over the age of 18 who have executed this Agreement and whose rights to use the Exercise Facility have not been terminated.
2. Member agrees to pay a **non-refundable one-time fee of Fifty and No/100 Dollars (\$50.00) to EQC Operating Trust LLC** for the use of the Exercise Facility.
3. Member is hereby granted the non-exclusive right to use the Exercise Facility and the facilities located therein during the times specified for use by Manager. Said times are subject to change or modification.
4. Owner and Manager are not responsible for any loss, damage, or theft of any of Member's personal or corporate property from the Exercise Facility.
5. The Exercise Facility is an unsupervised and unattended facility, and the use of any equipment or participation in any fitness or exercise class is strictly at the Member's own risk. The Exercise Facility may be monitored by a closed-circuit system at all times, however, such monitoring does not insure monitoring at any time during the day.
6. Member shall abide by the Rules and Regulations of the Exercises Facility, which are attached hereto and incorporated herein by this reference. Said Rules and Regulations may be amended or modified by the Manager at any time. Effective notice and delivery of such change shall be accomplished by posting in a conspicuous location in the Exercise Facility or by distributing the amended rules to the office of all tenants of the Building. By executing this Agreement, Member acknowledges he/she has received a copy of the Rules and Regulations that he/she has read and understands them and agrees to abide by them without exception.
7. There shall not be any fitness and exercise classes at the Exercise Facility without prior written consent of Manager or Owner.
8. I confirm that I am in good health and know of no reason why I should not exercise at a nominal level for my age, weight, and height. No matter what my age, attempted weight training or physical exercise without a thorough physical examination and my physician's approval of the planned exercise regimen could be dangerous and should be avoided.
9. Member's rights to use the Exercise Facility are subject to cancellation, with or without cause, at any time by Member, Manager or Owner and terminate immediately upon Member's termination of employment with a tenant in the Building.
10. Member's failure to abide by this Agreement and all the Rules and Regulations contained herein shall result in the immediate termination of his/her right to use the Exercise Facility.

LIABILITY RELEASE

PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

NOTIFICATION OF RISKS – I AGREE AND UNDERSTAND THAT USE OF THE EXERCISE FACILITY MAY INCLUDE RISKS, INCLUDING BUT NOT LIMITED TO INJURIES FROM USE OF THE EQUIPMENT, USE OF UNSUPERVISED FACILITIES IN AN AREA OPEN TO THE PUBLIC, AND MAINTENANCE OF THE EQUIPMENT AND EXERCISE FACILITY. I HEREBY AGREE TO FREELY AND EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH TO MYSELF WHILE PARTICIPATING IN ALL ACTIVITIES IN THE EXERCISE FACILITY. FURTHER, I VOLUNTARILY ELECT TO PARTICIPATE IN THE ACTIVITY.

_____ (Initials)

ASSUMPTION OF RISK— I HEREBY ASSUME ALL RISKS WHICH MAY BE ASSOCIATED WITH AND/OR RESULT FROM MY INVOLVEMENT IN SUCH ACTIVITIES AND HEREBY HOLD HARMLESS, RELEASE, INDEMNIFY AND DEFEND OWNER AND MANAGER, THEIR SUBSIDIARIES AND AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER "RELEASED PARTIES"), OF AND FROM ANY LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHAT SO EVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME WHILE PARTICIPATING IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE INJURIES AND DAMAGES CAUSED BY THE NEGLIGENCE AND/OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, ON THE PART OF THE RELEASED PARTIES.

_____ (Initials)

INDEMNIFICATION BY EXECUTION— BY EXECUTION OF THIS RELEASE, THE RELEASED PARTIES SHALL BE INDEMNIFIED BY ME FOR ANY INJURY TO OTHER PERSON(S) OR PROPERTY WHICH I MAY CAUSE.

_____ (Initials)

I have carefully read the foregoing liability release, understand its contents and sign it with full knowledge of its significance. I am at least 18 years of age as of this day _____ of _____, 20_____.

Member:

Tenant:

Print Name

Company (Your Employer)

Signature

Suite Number

Emergency Contact and Phone Number

Phone Number

Access Card Number

**SEVENTEENTH STREET PLAZA
EXERCISE FACILITY RULES AND REGULATIONS**

The Seventeenth Street Plaza Exercise Facility is managed by CBRE INC., LLC, whose office is located at 1225 Seventeenth Street Suite 130, Denver, Colorado 80202, telephone (303) 292-4500 or, after hours, (303) 292-4005.

ALL PERSONS USING THIS FACILITY AGREE TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS:

1. This facility is intended for the exclusive use of Seventeenth Street Plaza tenants and their employees who are Members of the Exercise Facility. A "Member" is deemed to be a man or woman over the age of 18 who has executed an Exercise Agreement.
2. Our Exercise Facility is open:

Monday through Friday	5:00 a.m. to 10:00 p.m.
Saturday	8:00 a.m. to 1:00 p.m.
Sunday	CLOSED

3. No food or beverages (including alcohol) are allowed at any time.
4. Management is not responsible for lost, damaged or stolen items.
5. The Exercise Facility is not a supervised facility. Members are responsible for their safety.
6. Due to a limited number of lockers and sanitary considerations,

**LOCKERS ARE FOR DAY USE ONLY. ALL ITEMS MUST BE REMOVED FROM LOCKERS
EACH DAY.**

All items left overnight will be removed by management at owner's risk.

7. Your personal physician should be consulted prior to using any of the equipment or taking part in any fitness exercise classes.
8. Pregnant women, or if you have any physical, mental or cognitive problems, should exercise only under the supervision and advice of a physician or other healthcare professional.
9. Appropriate clothing, including shirts and gym shoes, must be worn when using the Exercise Facility.
10. Any maintenance items, security concerns, or any problems of a management nature should be reported immediately to the management office.