

FITNESS CENTER USE AGREEMENT

1. **General Information.** For purposes of this Fitness Center Use Agreement (the "*Agreement*"), the following terms will apply:

- (a) "**Date of Agreement**": (for reference purposes only): _____, 20__
- (b) "**Project**": 707 17th Street, Denver, Colorado 80202
- (c) "**Owner**": SRI TEN DCC LLC, a Delaware limited liability company
 Address: c/o Shorenstein Realty Services, L.P.
 235 Montgomery Street, 16th Floor
 San Francisco, CA 94104
- (d) "**Manager**" Shorenstein Realty Services, L.P.
 Address: 707 17th Street, Suite 2150
 Denver, Colorado 80202
 Attention: General Manager
 Phone / Fax: (303) 295-6200 / (303) 295-0660
- (e) "**User**": _____ Male Female
 User's Address: _____
 Phone: (____) _____ Email: _____
 Tenant (User's employer): _____
- (f) "**Fitness Center**": The fitness and locker room facility located on the 21st floor of the Project.

2. **Fitness Center Privileges.** Subject to the terms of this Agreement, User may use the Fitness Center, without payment of a membership fee, during the period that User is employed by Tenant in Tenant's leased premises at the Project. Tenant's right to use the Fitness Center shall automatically terminate at such time as User's employment with Tenant is terminated. Further, notwithstanding the foregoing, Owner and Manager reserve the right to terminate User's use of the Fitness Center under this Agreement at any time upon notice to User, with or without cause, in the Manager's or Owner's sole discretion. Should User not have a compatible HID access card, a non-refundable \$15.00 fee will be charged to issue an access card to User.

3. **Rules and Regulations.** User shall comply with the Fitness Center Rules & Regulations attached hereto as Exhibit A and any additional rules promulgated by Manager for use of the Fitness Center (collectively, the "**Rules and Regulations**"), which Rules and Regulations may be changed at any time by Owner or Manager upon notice to User. Operating hours for the Fitness Center are Monday through Friday from 5:00 a.m to 8:00 p.m. excluding holidays, which hours may be modified from time to time. HVAC will be provided to the Fitness Center only during HVAC hours designated by Owner or Manager.

4. **Lockers.** User may use the lockers in the Fitness Center without additional charge and shall comply with the Rules and Regulations related thereto. The lockers will have self-operating locks, but Owner and Manager make no representation or warranty to User regarding the proper functioning of the locks and User shall not place valuable items in the lockers at any time. User may only occupy one locker at a time. User must remove all of User's belongs from the locker when leaving the Fitness Center and in no event may User's belongings remain in any locker overnight. User acknowledges that Manager is able to override the self-operating locks on the lockers and that Owner or Manager will remove (and may dispose of) belongings that remain in any of the lockers at closing time for the Fitness Center. Neither Owner nor Manager shall be liable for any loss or theft of items placed by User in a locker.

5. **Representation by User.** User acknowledges that use of the Fitness Center may involve strenuous activity and may be of a hazardous nature and that User's use of the Fitness Center will be unsupervised. User agrees that User is solely responsible for User's health and safety while using the Fitness Center. Without limitation of the foregoing, User is solely responsible for ensuring that User is in proper physical condition to engage in the activities User engages in at the Fitness Center.

USER'S INITIALS: _____

6. **Waiver.** To the extent permitted by law, Owner, Manager and the constituent shareholders, partners or other owners thereof, and all of their agents, contractors, servants, officers, directors and employees (collectively with Owner, the "Released Parties") disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose with regard to the Fitness Center equipment and other facilities. To the extent permitted by law, User hereby agrees to and hereby does expressly assume any and all risk of injury or death or damage to property that might occur in connection with User's use of, and activities in, the Fitness Center, including, without limitation, from the acts of other persons in the Fitness Center. To the extent permitted by law, Owner and the other Released Parties shall not be liable to User and User hereby waives all claims against such parties for any claims, injuries, liabilities, damages, losses, costs or expenses incurred by User and resulting from or relating to User's use of, and activities in, the Fitness Center, including, without limitation, from the acts of other persons in the Fitness Center. To the extent permitted by law, the foregoing assumptions and waivers will apply even if the incident giving rise to the subject claim is caused in whole or in part by the condition of the Project or by the negligence of a Released Party.

USER'S INITIALS: _____

7. **Indemnity.** To the extent permitted by law, User shall hold Owner and the other Released Parties harmless from and indemnify them against any and all claims, liabilities, damages, costs, losses and expenses, including reasonable attorneys' fees and costs incurred in defending against the same, arising in connection with User's use of or activities within the Fitness Center. To the extent permitted by law, the foregoing obligation will apply even if the incident giving rise to the subject claim is caused in whole or in part by the condition of the Project or by the negligence of a Released Party.

8. **Interpretation.** This Agreement will extend to the successors-in-interest of the Owner. This Agreement is not assignable or transferable by User. This Agreement (a) will be governed by the laws of Colorado, (b) contains the entire agreement between the parties with regard to the subject matter hereof, and (c) may not be modified except by a written instrument signed by both parties. Venue for any legal action under this Agreement will be in the county in which the Project is located. No waiver of any provision of this Agreement will be effective unless in writing signed by the waiving party. All indemnities, waivers and obligations to defend in this Agreement will survive the cancellation or expiration of this Agreement.

Accordingly, the parties have executed this Agreement as of the Date of Agreement first specified above.

USER:

OWNER:

Signature: _____

SRI TEN DCC LLC, a Delaware limited liability company

User's printed name _____

By: Shorenstein Realty Services, LP, a Delaware limited partnership, agent

By _____

Name: Ashton Steele

Title: General Manager

EXHIBIT A

FITNESS FACILITY RULES AND REGULATIONS

GENERAL: The Fitness Center is for Denver City Center office employees only who have signed this Agreement and have been provided access by building management. Users are not allowed to provide guests and non-authorized users access into the Fitness Center at any time. Access cards must be used at all times. Other than Manager's designated third party provider (if any) personal trainers are not allowed in the Fitness Center. Users shall report any suspected misuse of access privileges to building management. Building management is not responsible for any stolen or lost personal items. These Rules and Regulations are subject to change from time to time upon written notice.

DRESS CODE

- Users are required to dress appropriately. Exercise shoes are mandatory when using the Fitness Center. No dress shoes, open toed shoes or bare feet are permitted. Shirts are required to be worn at all times.
- Sandals, flip flops or other similar items are suggested to be worn between showers and locker area.

CONDUCT

- Food or drinks (except water) are not allowed in the Fitness Center. Plastic bottles with caps for water hydration are permitted (no glass).
- Users must respect others at all times while using the Fitness Center.
- Disorderly, rude or offensive behavior will result in immediate termination of Fitness Center access.
- Do not sit or rest on equipment between sets. Allow other users to work in or take turns.
- Do not monopolize equipment while others are waiting.
- Minimize cardio equipment use to 30 minutes during peak times and when others are waiting.
- Users who abuse or misuse the equipment as designed will result in immediate termination of Fitness Center access.
- Do not use free weights while operating any cardio equipment.
- All moveable items (i.e. weight plates, dumbbells, balls, mats, etc.) are to be returned to their original location after each use.
- Do not slam, drop or throw dumbbells and weights of any kind on the floor.
- Cell phone or camera use is not permitted in the Fitness Center.
- Radios or other music devices are not allowed at any time, except that Users may connect to personal music devices and cardio equipment via personal headphones or earphones.
- All users must carry a small towel (provided by the Fitness Center) in order to wipe down equipment immediately after each use as a courtesy to other users.
- Hand towels provided by the Fitness Center are to be used only in the Fitness Center and must be deposited into the designated towel drop after use.
- Bath towels are for shower room use only and may not be taken into the workout room.
- All equipment, bath towels, hand towels and hair dryers are the property of the building. Anyone found removing items from the Fitness Center will lose access rights and will be charged for its replacement up to and including all allowable penalties per law.
- Do not touch or manipulate the flat screen TV's. Channels on cardio equipment may be changed using the unit's control panel.

SHOWERS

- Shampoo, conditioner and body wash will be provided for your convenience, but is subject to change and/or removal at any time. Personal products are allowed should you choose, but must be removed after use.
- One bath towel per person is permitted for each visit. Do not use multiple towels as a courtesy to others to ensure adequate supplies are available.
- Towels must be returned to the designated towel drop.

USER'S INITIALS: _____