

OFFICE BUILDING
FITNESS CENTER AND BICYCLE USE RELEASE AND INDEMNITY AGREEMENT

TDC Clay, L.P. ("Owner"), owner of the Westway Plaza Office Building located at 11330 Clay Road, Houston, Texas (the "Building"), managed by Transwestern Property Company SW GP, L.L.C. dba Transwestern ("Transwestern"), presently has in the Building a fitness center, and associated locker room facilities, showers/dressing room facilities and locker facilities, and exercise and fitness equipment and other equipment, fixtures and furnishings located in such center and facilities, the foregoing being herein individually and collectively called the "Fitness Center". As used in this agreement ("Agreement"), "Property" refers to the Building, the parking garage associated with the Building.

The undersigned has requested permission to use the Fitness Center pursuant to the rules and regulations hereto attached as Exhibit "A" and incorporated herein by reference (such rules and regulations, as they may be amended by "Owner" or "Transwestern" at their discretion from time to time in the future, are herein called the "Rules and Regulations").

The consideration I am receiving for this Agreement is a revocable and nonexclusive license to use, without charge to the undersigned, the Fitness Center pursuant and subject to the Rules and Regulations. I hereby agree to observe and abide by the Rules and Regulations in the use of the Fitness Center (provided that as to any amendments of such Rules and Regulations, notice of such amendments is sent to the undersigned or to the tenant or subtenant who or which employs me, or is posted in the Fitness Center). I understand that my license to use the Fitness Center may be revoked at any time at the sole discretion of "Owner" or "Transwestern", whether with or without cause, by oral or written notice to me or the tenant or subtenant (and in any event, unless sooner terminated, such license shall terminate automatically upon the earlier to occur of expiration or termination of the lease or sublease of the tenant or subtenant in the Building, or the termination of my employment with the tenant or subtenant at the Building). Upon termination of such license, I shall immediately deliver my Fitness Center access card(s) number to "Transwestern" and it or they will be cancelled. I further understand and agree that my right to use the Fitness Center is a **NON-TRANSFERABLE REVOCABLE LICENSE** and that I shall not provide access to the Fitness Center to anyone other than myself, and that all access cards are and will remain property of "Owner".

I expressly acknowledge and agree that use of the Fitness Center may involve risk of serious bodily injury or even death and I represent to "Owner" and "Transwestern" that I have had such physical examinations by a physician as are required by the Rules and Regulations and as I have otherwise deemed necessary and that I have determined that I am in such physical condition as to permit my safe use of the Fitness Center. **I ACKNOWLEDGE THAT MY USE OF THE FITNESS CENTER IS COMPLETELY AT MY OWN RISK, AND THAT MY USE OF THE FITNESS CENTER SHALL BE IN THEIR "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS", AND WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, ON THE PART OF "OWNER" OR "TRANSWESTERN", OR ANY OTHER PERSON OR ENTITY, CONCERNING THE CONDITION OF THE FITNESS CENTER, OR ANY OTHER MATTER WHATSOEVER, WHETHER RELATED OR UNRELATED.** Without limiting the preceding sentence, I also acknowledge and agree that neither "Owner" nor "Transwestern", nor any other person or entity, shall provide or be obligated to provide any personnel or equipment to assist, supervise, advise, manage or in any way control or oversee the Fitness Center or the

users of the Fitness Center a, nor to supervise other areas of the Property, nor to provide security for users of the Fitness Center and/or Bicycles or any of their property (whether in or about the Fitness Center, or in or about other areas of the Property, and whether during business or non-business hours). In the event any monitoring or supervision shall be provided, I acknowledge and agree that such monitoring or supervision shall be at the sole discretion, and for the sole benefit, of "Owner" and "Transwestern", and not for my protection or other benefit. Without limiting or being limited to the foregoing, I also acknowledge and agree that in the event "Owner" or "Transwestern" shall elect to install a security camera or "assistance" button, such devices may not be efficacious, and may not be maintained in an operational condition, and may be monitored only occasionally or not at all, in each case in the sole discretion of "Owner" or "Transwestern", and in no event whatsoever shall "Owner" or "Transwestern", or any of the "Releases" (as that term is hereinafter defined), have any responsibility or liability whatsoever for or in respect of such devices or the maintenance, monitoring or response, or absence of maintenance, monitoring or response of or to such devices, or the condition or efficacy of such devices.

I HEREBY FOREVER RELEASE, WAIVE AND DISCHARGE "Owner" and "Transwestern", and their respective partners, members, managers, and affiliates and the officers, directors, employees, agents, representatives, shareholders, and contractors of any of the foregoing (individually and collectively "Releases"), of and from any and all losses or damages, and any and all claims, demands, actions, suits, or liabilities on account of or relating in any way, whether directly or indirectly, to any injury or illness or death sustained by me or any loss of or damage to my property, occurring while I am in any way using the Fitness Center or in the Fitness Center for any purpose or which otherwise arises from or relates in any way, directly or indirectly, to the Fitness Center or my use of or activities in the Fitness Center (including, but not limited to, personal injuries or death suffered by me arising from my use of the fitness or exercise equipment, saunas, showers or dressing areas, and damage, theft or loss of my property located or stored in the lockers or other portions of the Fitness Center), or my violation of this Agreement, in each case WHETHER OR NOT ARISING FROM THE NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR STRICT LIABILITY OF ANY OF THE RELEASEES, IT BEING MY INTENTION THAT THE FOREGOING RELEASE APPLY EVEN TO THE NEGLIGENCE (WHETHER SIMPLE OR GROSS) AND STRICT LIABILITY OF THE RELEASEES

I also hereby agree to **INDEMNIFY, DEFEND AND HOLD HARMLESS** the Releasees from and against any and all claims, demands, actions, suits, liabilities, losses and costs of any kind or nature whatsoever (including without limitation claims against the Releasees for any personal injury, death, or property loss, damage or theft incurred by any person, and losses suffered by the Releasees due to damage to the Fitness Center by the undersigned) asserted against, or suffered or incurred by, the Releasees and arising from or relating to, whether directly or indirectly, my use of the Fitness Center or activities in the Fitness Center, or any property I may bring into the Fitness Center, or my violation of this Agreement, in each case **WHETHER OR NOT ARISING FROM THE NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR STRICT LIABILITY OF ANY OF THE RELEASEES, IT BEING MY INTENTION THAT THE FOREGOING INDEMNITY APPLY EVEN TO THE NEGLIGENCE (WHETHER SIMPLE OR GROSS) AND STRICT LIABILITY OF THE RELEASEES.**

I further acknowledge that this Agreement binds me and my heirs, personal representatives, assigns and next of kin and inures to the benefit of said Releasees and their personal representatives, heirs, successors and assigns.

I agree that "Owner" or "Transwestern" may specify the hours and days of use and operation of the Fitness Center from time to time, and may modify, alter, improve, or close, either temporarily or permanently, the Fitness Center from time to time, in each case in its sole discretion.

This Agreement contains the entire agreement of the undersigned regarding the Fitness Center, and it supersedes any prior or contemporaneous oral or written agreements of the undersigned regarding such matter. The protections, immunities, rights and benefits afforded to "Owner" or "Transwestern" or any other Releasees are cumulative of and are in addition to, and not exclusive of, those provided to Cornerstone or such other parties under the tenant's or subtenant's lease of space in the Building. This Agreement may not be amended or waived except in a writing signed by "Owner". This Agreement shall be enforceable to the maximum extent permitted by applicable law. If any provision of this Agreement shall be invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and unenforceable of the remaining provisions shall not be affected or impaired hereby. This Agreement shall be governed by the laws of the State of Texas.

I have read and voluntarily signed this Agreement without reliance upon any representation or statement by the Releasees.

Employee Signature

Date

Print Name

Tenant/Subtenant Name

Card Number (not employee number)

Suite Number

☐ Male ☐ Female

*** Westway Plaza house employees only**

*** Proper attire, including shirts, shorts and athletic shoes, must be worn in the Fitness Center at all times.**

***Replacement badges \$10.00.**

***GE employees return to your office manager for approval then forward to facilities and they will email it to westwayplaza@transwestern.com**

***All other tenant employees return to your office manager for approval and email to westwayplaza@transwestern.com**

EXHIBITS:

A – Rules and Regulations

Exhibit “A”

WESTWAY PLAZA FITNESS CENTER Rules & Regulations

- A Fitness Center Indemnity Agreement (“Agreement”), incorporating these rules and regulations by reference, must be signed by each user and returned to the Building management office prior to using the Fitness Center.
- The Fitness Center hours daily from 6:00 am – 11:00 pm
- The Fitness Center may be used only by employees of tenants of Westway Plaza (the “Building”). Visitors may not use or enter the Fitness Center, and no persons under the age of 18 may use or enter the Fitness Center.
- Obtain approval from your physician prior to commencing or modifying an exercise program.
- No user may enter any portion of the Fitness Center designated for use by members of the opposite sex.
- Each user must keep noise levels to a minimum level acceptable for an office building environment. No audible radios or other electronic devices are permitted.
- Lockers are provided for the use of the Fitness Center while they are working out. Self set combination locks are provided. All belongings must be removed by each Fitness Center upon completion of his or her use of the Fitness Center. Items may NOT be left in the lockers or locker rooms.
- Maximum use of lockers is 2 hours to allow for other users. Articles left in unattended lockers beyond the allowed time will be removed and donated to charity. Locks left on lockers overnight will be removed. The lockers are not intended to protect your valuables. Do not bring valuables to the Fitness Center. Building management and owner will not be responsible for any lost or stolen articles.
- During peak hours, or while others are waiting, each user’s time on the treadmills, stair climbers, stationary cycles and cross trainers must be limited to a total of no more than 30 minutes in the aggregate.
- The equipment and facilities must be used only for their intended purposes.
- No equipment or facility shall be used unless the user is already familiar with its proper use.
- Each user is requested to pick up such user’s towels, water bottles, newspapers, and magazines immediately after use. Towel service is not provided. Bring your own towel and take it with you.
- Each user is requested to wipe down each piece of equipment after use.

- Each user must turn off electronic equipment when finished.
- Each user must promptly report each observed malfunction and need for repairs to the equipment and facilities to the Building manager.
- **Proper attire, including shirts, shorts and athletic shoes, must be worn in the Fitness Center at all times.**
- No food or beverages (except water) are allowed in the Fitness Center. No glass containers may be brought into the Fitness Center.
- No smoking or tobacco use is allowed in the Fitness Center.
- Each user must observe all requirements and warnings of posted signs.
- Each user is responsible for any damage to the Fitness Center caused by such user.
- Building manager or owner may deny or terminate access to the Fitness Center on the part of any individual at any time, whether with or without cause.
- Each user must also comply with all general Building rules and regulations.
- To the extent of any conflict between the provisions of these Rules and Regulations, the provisions of the general Building Rules and Regulations, and the provisions of any posted signs, the provision which is the more restrictive against the user will prevail.
- Building Management reserves the right to modify these regulations from time to time.