

Rules and Regulations

The following Fitness Center rules have been established to ensure your enjoyment and safety when using the facility. The Fitness Center is not staffed. Members using the Fitness Center must behave maturely, responsibly, and respectfully and therefore are required to observe these rules. We will not tolerate conduct or language that is improper, threatening, or hazardous including but not limited to arguing, fighting, use of profanity, indecent behavior or any sexual activity, and we reserve the right to deny, suspend, or terminate privileges to anyone for failure to comply with these rules.

HOURS

The Fitness Center is open 24 hours per day, 7 days per week. We reserve the right to close the Fitness Center at any time without notice.

Fitness Center is not supervised or staffed.

The Fitness Center will only be heated and cooled, in season, during the hours of 8:00 AM - 6:00 PM, Monday through Friday. After hours HVAC will not be provided.

MEDICAL EXAMINATION

All users are strongly encouraged to have a complete physical examination prior to beginning an exercise program, and thereafter at least annually or more frequently as their physicians determine appropriate.

DRESS CODE

Proper athletic attire is required, including athletic shoes, and athletic wear.

FOOD AND DRINK

Food is not permitted in the exercise areas. All beverages must be in plastic containers and secured. SMOKING is prohibited in the Fitness Center and the Building.

COVID-19 PRECAUTIONS

ALL USERS MUST PRACTICE SOCIAL DISTANCING (MAINTAINING A DISTANCE OF 6 FEET OR MORE WHEN POSSIBLE), WEARING CLOTH FACE COVERINGS AND MASKS APPROPRIATELY, COVER COUGHS AND SNEEZES, WASH HANDS FREQUENTLY AND/OR USE HAND SANITIZER, AND DISINFECT THEIR EQUIPMENT PRIOR AND AFTER USE. IF YOU HAVE ANY SYMPTOMS RELATED TO COVID-19, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING: COUGH, SHORTNESS OF BREATH OR DIFFICULTY BREATHING, FEVER, CHILLS, MUSCLE PAIN, SORE THROAT, NEW LOSS OF TASTE OR SMELL YOU WILL NOT BE ALLOWED ENTRY INTO THE FITNESS CENTER UNTIL YOU PROVIDE POSITIVE PROOF OF TESTING NEGATIVE FOR COVID-19.

the field

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GUESTS

The use of this facility is limited to the employees of the tenants in this building that hold a valid key card for entry into the facility. Bringing guests to the facility is strictly prohibited. All users of the facility must have a signed Fitness Center Waiver form on file in the Office of the Building.

LOCKER ROOMS

All belongings should be left in the locker room area and not brought to the exercise floor. Due to the limited amount of locker space, locker use is limited to the time you are currently using the facility. Locks may not be left on lockers after you leave. You agree we have the right to remove locks remaining on lockers after your departure from the Fitness Center and dispose of the contents. Do not leave valuables unprotected or in your locker. We are not responsible for lost/stolen items.

EXERCISE ETIQUETTE

Personal audio equipment must be used with headphones or other personal ear devices. Please be respectful and courteous of those waiting for equipment during peak times. Please replace all dumbbells on the appropriate racks when finished. Please wipe down equipment after use. Show respect for equipment and this facility at all times. Use equipment for the purpose for which they were intended. Do not drop or throw weights. Do not lean weights against the walls or equipment.

OTHER

Immediately report any facility related injury and/or any equipment irregularity to building management or security at 312-736-7830. If you feel faint, dizzy, sick or experience pain while using the Fitness Center, stop what you are doing and cool down. If you do not feel better, contact Building Security at 312-736-7830 or call 911 for assistance.

ACCESS

To sign up for access, a fitness center waiver will need to be signed by the user. Only individuals who have signed a waiver are allowed in the fitness center. Upon paying a, one time, \$50 sign up fee, the individual's building access badge will be activated to open the doors to the fitness center. Please have all checks made out to BSREP II SS Chicago LLC.

Enjoy!

24 EAST WASHINGTON FITNESS CENTER

Disclosure, Waiver, and Release of Liability Agreement - COVID-19

This waiver shall be required as a condition for use of the fitness center, including without limitation, its shower and locker facilities (the "Fitness Center") at 24 East Washington, Chicago ("Building"). As a condition to entry and use of the Fitness Center, it is your responsibility to comply with the Fitness Facilities policies and procedures related to the new social distancing, safety, and sanitation standards as promulgated by the State of Illinois.

I acknowledge that (i) the Fitness Center is an amenity in the Building and not supervised or staffed, (ii) there are inherent risks to exercising and (iii) I have been advised to obtain a physical examination prior to using the Fitness Center. I voluntarily assume all risks associated with my use of the Fitness Center and understand Landlord is not responsible for theft, loss of personal property or injury including both injury and death.

Disclosure(s): If you have any symptoms related to COVID-19, including, but not limited to the following: cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, new loss of taste or smell you will not be allowed entry into the Fitness Center until you provide positive proof of testing negative for COVID-19.

Confirmation of Fitness Center Rules and Regulations: You acknowledge and accept the Fitness Center's Rules and Regulations which have been provided to you. Should you fail to adhere to any of said rules and regulations, you will not be provided re-entry into the Fitness Center. Additionally, you acknowledge and accept that any deviation from said rules and regulations is of your own accord and any and all corresponding consequences shall be borne exclusively by you.

Your Express Assumption of Risk: By signing the below, in consideration of being allowed to participate in the use of the Fitness Center, and in acknowledging and accepting the new policies and procedures related to the use of the Fitness Center, i.e. social distancing, safety, and sanitation, you, yourself, but also your heirs, executors representatives, agents, successors, assigns, and administrators (collectively "Releasor"), hereby agree and acknowledge that you are fully aware that participation in this activity involves risk, both direct and inherent, and you accept the risk of using the Fitness Center, even if the risk are created by the carelessness, negligence or gross negligence of BSREP II SS Chicago LLC ("Landlord"), Brookfield Properties (USA II) LLC,

Jones Lang LaSalle Americas (Illinois) L.P., and their representatives, affiliates, shareholders, partners (including partners of partners), subsidiaries and related entities, and any successors and assigns of such entities (collectively, the "Released Parties"). Furthermore, you understand and are fully aware that there are significant risks, known and unknown, involved in all aspects of your participation in the Fitness Center. You understand that these risks include bodily injury ranging from minor sprains to death and disfigurement and include, as well as contracting COVID-19 or spreading COVID-19 to other members of the Fitness Center. Such risks could result in minor injury, serious injury or even death; injury or death due to negligence on the part of yourself or other people around. You understand that an injury may impair your future ability to earn a living, to engage in business, social and recreational activities, and to generally enjoy life.

Release of Claims and Liability and Indemnification Agreement: I have read and understand the foregoing Disclosure, Waiver, and Release of Liability Agreement and I understand that by signing it I am obligated to indemnify the Released Parties for any liability for injury or death of any person and damage to property caused by intentional act or omission(s), or the act or omission(s) of other parties, including without limitation, the Released Parties, this would include, but is not limited to my departure from the Fitness Center's Rules and Regulations or compliance with social distancing, safety, and sanitation as required by the State of Illinois.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Released Parties from any and all claims, demands, or causes of action, which are in anyway connected with Fitness Center, including any such claims which allege negligent acts or omissions of the Released Parties.

I accept sole financial and legal responsibility for myself in the event of injury or illness (related or unrelated to COVID-19) that I suffer or for which I am legally responsible for to a third-party and agree to indemnify and defend the Released Parties from any and all claims, demands, damages, loss of service, or expense for property damage and for personal injuries or actions brought by a third-party against Released Parties resulting or arising from my use of the Fitness Center.

This agreement shall be binding upon me, my spouse, children, legal representatives, heirs, assigns, executors and administrators.

ACKNOWLEDGEMENT

By signing below, I acknowledge that I have read and fully understand the information contained in this document and that I sign this Disclosure, Waiver, and Release of Liability Agreement voluntarily with the knowledge that I am waiving important legal rights.

Signature: _____ Date: _____

Printed Name: _____ Company: _____

E-Mail Address: _____