

REDWOOD PLAZA

FITNESS CENTER RELEASE AND INDEMNITY AGREEMENT

SMII Redwood Plaza LLC, ("Redwood Plaza "), owner of Redwood Plaza in Fairfax, Virginia (the "Building"), managed by Transwestern Carey Winston, L.L.C. d/b/a 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 garages associated with the Building, and the parcel(s) of land owned by Redwood Plaza.

The undersigned has requested permission to use the Fitness Center pursuant to the rules and regulations hereto attached as Exhibit "A" and the incorporated herein by reference (such rules and regulations, as they may be amended by Redwood Plaza or Transwestern in 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 Redwood Plaza 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 the 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) 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-TRANSFERRABLE 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 Redwood Plaza.

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 Redwood Plaza 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 IT, WHERE IS" CONDITION AND "WITH ALL FAULTS", AND WITHOUT ANY**

REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, ON THE PART OF REDWOOD PLAZA 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 Redwood Plaza 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, nor to supervise other areas of the Property, nor to provide security for users of the Fitness Center 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 Redwood Plaza 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 Redwood Plaza 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 Redwood Plaza or Transwestern, and in no event whatsoever shall Redwood Plaza or Transwestern, or any of the "Releasees" (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 Redwood Plaza 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 "Releasees"), of and from any and all losses or damages, and an 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, may sue 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 RELEASE 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 Redwood Plaza 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 Redwood Plaza or Transwestern or any other Releasees are cumulative of and are in addition to, and not exclusive of, those provided to Redwood Plaza 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 Redwood Plaza. 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 Virginia.

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

Employee Signature

Date

Print Name

Male _____ Female _____

Tenant/Subtenant Name

Access Card Number

Building/Suite Number

Witness/Attest by Facility/Office Manager

