

WAIVER OF LIABILITY

As a condition to, and in consideration of, my use of the rooftop deck and related facilities (hereinafter collectively referred to as the "Rooftop Facility") located on the rooftop of the building (the "Building") having an address of 3003 Washington Boulevard, Arlington, Virginia 22201, I hereby certify to, covenant and agree with, KBS III 3003 Washington, LLC ("Owner") as follows:

1. I understand that there is no personnel, surveillance, or security provided on or in connection with the Rooftop Facility to protect me from third parties or other harm. **I UNDERSTAND THAT I ENTER AND USE THE ROOFTOP FACILITY AT MY OWN RISK.**
2. I understand that in using the Rooftop Facility there is a possibility of accidental or other physical injury or of loss of or damage to my personal property. I AGREE TO ASSUME ALL RISK OF SUCH PHYSICAL INJURY OR LOSS OF OR DAMAGE TO PROPERTY. I HEREBY WAIVE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS, OWNER, ITS AFFILIATES, AGENTS AND REPRESENTATIVES, AND ANY OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES THEREOF, INCLUDING WITHOUT LIMITATION, THE MANAGEMENT COMPANY MANAGING THE BUILDING, FROM ANY LIABILITY, LOSS, COST, EXPENSE, CLAIM, SUIT OR DAMAGE RESULTING FROM OR RELATED TO MY USE OF THE ROOFTOP FACILITY.
3. I acknowledge that I have received and read a copy of the Rules and Regulations attached hereto governing the use of the Rooftop Facility, and I agree that I will fully comply with these Rules and Regulations as they are amended from time to time by Owner.
4. I agree that I will not lend my security card to anyone and will not use my security card to allow anyone access to the Rooftop Facility on penalty of revocation without notification.
5. I represent that I am an employee of the company identified below as Tenant.

Tenant

Name – User of Rooftop Facility
(please print)

Suite No.

Signature – User of Rooftop Facility

Date

Security Card #

RULES AND REGULATIONS

The following rules and regulations are intended to make the Rooftop Facility safe, enjoyable, and pleasant as possible for all users. These rules are applicable to all users and may be changed from time to time in Owner's sole discretion in order to provide for safe, orderly, and enjoyable use of the Rooftop Facility.

1. **Access.** Access to Rooftop Facility shall be provided by the use of electronic security cards issued to employees of tenants of the Building by Owner. Owner or Building management reserves the right to charge a fee for the issuance of such cards and/or the replacement thereof. The Rooftop Facility will only be authorized for use upon receipt by Owner or Building management of a signed waiver form. This form needs to be signed, witnessed, and authorized by your office administration. Only one person admitted to Rooftop Facility per waiver. A copy of the waiver should be kept on file at your administrative office. Only those individuals who are employed by a company who has executed an indemnity and release agreement and have themselves executed a Waiver of Liability may use the facility; no guests are permitted.

2. **Use:** In no event shall any user release or discharge or permit the release or discharge of any item or object over the side of the Building. In no event shall any user lean against, sit on, pass-over, or otherwise travel beyond the railings enclosing the Rooftop Facility, it being understood that users shall not access any portion of the roof outside the boundaries of the Rooftop Facility. Personal radios, tape recorders, or other similar equipment may not be used without headphones. All litter, trash, or other garbage shall be disposed of in receptacles provided by Owner.

3. **Hours of Operation:** The facilities may be used Monday through Friday 9:00am to 6:00pm. Owner may close the Rooftop Facility at any time and from time to time as determined by Owner, for purposes of repair, cleaning, emergency, or for any other reason determined by Owner.

4. **Conduct:** Any conduct which unreasonably interferes with the use of enjoyment of the facility or the equipment by other persons, or disrupts or interferes with the normal, safe orderly, and efficient operation of the facility is strictly prohibited.

5. **Alcohol/Tobacco Products:** Smoking of any kind or any consumption of tobacco products or alcohol is strictly prohibited while using the Rooftop Facility. Alcoholic beverages are prohibited and shall not be brought onto the Rooftop Facility.

6. **Identification:** Users must present their Datawatch proximity cards to gain access to the Rooftop Facility.

7. **Notices, Complaints, or Suggestions:** Users must immediately notify building management in the event they discover any unsafe or hazardous defect or condition relating to the Rooftop Facility, or any serious breakage, fire or disorder at the Rooftop Facility.

8. **Violation of Rules:** Failure or refusal to comply with these rules and regulations shall, at the option of Owner, result in the immediate loss of individual privileges.

Email the completed rooftop waiver forms to:

Megan Zuchowski

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