

RELEASE AND WAIVER OF LIABILITY

As a condition to, and in consideration of, my use of the tenant lounge and related facilities (hereinafter collectively referred to as the "Tenant Lounge") located on the first floor of the building (the "Building") having an address of 8260 Willow Oaks Corporate Drive, Fairfax, Virginia 22031, [REDACTED] (print name) hereby covenant and agree with KBS II WILLOW OAKS, LLC, a Delaware limited liability company ("Owner") as follows:

1. I understand that any personnel, surveillance, or security provided on or in connection with the Tenant Lounge is not intended to protect me from third parties or other harm, and any such personell, surveillance, or security that may be provided by Owner is intended solely for the benefit and protection of Owner. **I UNDERSTAND THAT I ENTER AND USE THE TENANT LOUNGE AT MY OWN RISK.**
2. I understand that Owner may make alcoholic beverages available for consumption in the Tenant Lounge and only persons of at least 21 years of age are permitted to consume alcohol in the Tenant Lounge. I am not permitted to consume, and will not consume, any alcohol in the Tenant Lounge unless I am at least 21 years of age. I agree to provide proof of age if requested by Owner.
3. I understand that in using the Tenant Lounge there is a possibility of accidental or other physical injury or of loss of life or damage to my personal property. I AGREE TO ASSUME ALL RISK OF SUCH PHYSICAL INJURY OR LOSS OF LIFE 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, IN WHOLE OR IN PART, FROM OR RELATED TO MY USE OF THE TENANT LOUNGE. Without limiting the generality of the foregoing, I agree that this release and waiver shall effectively release and waive any and all rights and/or causes of action that I have or may acquire in the future resulting or arising from personal injury to me or damage to my property sustained in connection with my use of the Tenant Lounge.
4. I acknowledge that I have received and read a copy of the Rules and Regulations attached hereto governing the use of the Tenant Lounge, and I agree that I will fully comply with these Rules and Regulations as they are amended from time to time by Owner.
5. 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 Tenant Lounge on penalty of revocation without notification. I agree that the indemnity provided by me in this agreement shall include, without limitation, any liability, loss, cost, expense, claim, suit or damage resulting from or related to the acts or omissions of anyone securing access to the Tenant Lounge by my actions or breach of the foregoing covenant.
6. I represent that I am an employee of the company identified below as Tenant.

| | |
|---------------------------------------|--|
| Tenant Name: _____ Suite No: _____ | Name of Tenant Employee (please print) _____ Card #: _____ |
| | _____ Signature of Tenant Employee |
| | Date: _____ |

RULES AND REGULATIONS

The following rules and regulations are intended to make the Tenant Lounge 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 Tenant Lounge.

1. **Access.** Access to Tenant Lounge 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 Tenant lounge 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 Tenant Lounge 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:** 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 8 am to 5 pm. Owner may close the Tenant Lounge 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 are strictly prohibited within the Tenant Lounge. Tenants are prohibited from bringing alcoholic beverages into the Tenant Lounge. The consumption of any alcoholic beverages in the Tenant Lounge other than any alcoholic beverages provided by Owner or otherwise approved in advance in writing by Owner is strictly prohibited.
6. **Identification:** Users must present their Datawatch proximity cards to gain access to the Tenant Lounge 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 Tenant Lounge, or any serious breakage, fire or disorder at the Tenant Lounge.
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 the privilege to use the Tenant Lounge.