

REFINERY¹²₀₁

RULES AND REGULATIONS

Brookfield Property Partners is pleased to offer our tenants a Fitness Center as an amenity at 1201 Louisiana St. (“The Building”). The Fitness Center is located on the second floor of the Building, immediately off the low rise elevator lobby.

In order to gain access to the Fitness Center, you must first review and agree to the Rules and Regulations set forth below as well as sign the Fitness Center Waiver and Release of Claim Form. Please complete the Fitness Center Waiver and Release of Claim Form and submit the document to your Office Manager for authorization. The Office Manager will deliver the completed form to the Building Management Office and your access will be granted, typically in a day or two.

These Rules and Regulations may be changed from time to time and are intended to make the Total Plaza Fitness Center as safe, enjoyable and pleasant as possible for all users. All capitalized terms shall have the meanings given to such terms in the Fitness Center Waiver and Release of Claim Form to which these Rules and Regulations are attached. Sign off of new rules may be required for continued use of the facility. Current Rules and Regulations are available in the management office, Suite 304, for your convenience.

Use

The Fitness Center is for the sole use of current employees of the tenants at Total Plaza. Any employee who has properly executed the Fitness Center Waiver and Release of Claim Form may use the Fitness Center. The Fitness Center and related equipment shall be used solely for its intended use and purpose.

Authorized Access

Each authorized individual must swipe their card as they enter the Fitness Center and shall not allow another individual to “piggy back” or enter the facility without the use of their own authorized access card. For this facility to remain an amenity for tenants of the Building, it is necessary for all individuals to strictly adhere to this process.

Note: Only Personal Trainers hired through the MET Club are allowed in the Fitness Center.

Lockers

Lockers will be provided for tenants while using the Fitness Center on a first-come, first-serve basis. Lockers have a programmable combination lock. All lockers must be emptied daily upon leaving the Fitness Center to allow for use by other building tenants and for cleaning. Personal items remaining in the lockers after use of the Fitness Center are subject to removal. Lockers will be emptied every Sunday evening and contents will be stored in the management office for up to 90 days and will be disposed of after that time. A warning will be issued after the 3rd incident. The 4th incident will result in a 1-month suspension from the fitness center and locker room facilities.

Locker Rooms

A towel service has been implemented for the locker rooms, which is subject to change. Currently, clean towels will be stored in the locker rooms and a hamper will be located in the locker rooms for disposing of soiled towels. Towels are not to be removed from the locker room area. Procedures will be modified to ensure greater control should we find that towels are being removed from the locker room area.

Operation

Authorized users shall be allowed access to the Fitness Center during the following hours: 5:00am – 9:00pm Mon-Fri, 8:00am – 5:00pm Saturday, and closed on Sunday. The Fitness Center shall be subject to closure for repair, cleaning or emergency. The Building Owner or Building Management Office may change the Fitness Center hours of operation from time to time at its sole discretion.

Clothing and Personal Hygiene

Users of the Fitness Center must wear clean and appropriate attire while in the Fitness Center and while going to and from the Fitness Center from anywhere in the Building. Shirts, shorts or sweat suits and athletic shoes must be worn at all times while using Fitness Center equipment.

Should the Management Office receive complaints about any user’s personal hygiene; it may result in termination of access to the Fitness Center, should the problem not be resolved.

Conduct

Any conduct which unreasonably interferes with the use or enjoyment of the Fitness Center by another person, or disrupts or interferes with the safe, orderly, and efficient operation of the Fitness Center and equipment, is strictly prohibited. Personal radios, iPods or other similar devices shall not be used without headphones. Any person in violation of this section may be subject to immediate and permanent expulsion from the Fitness Center.

Equipment

Please do not move or attempt to move the equipment in the Fitness Center. Please do not drop the weights. Questions, comments or suggestions should be directed to the Building Management Office.

Tobacco and Alcohol

Consumption of any tobacco, marijuana or alcohol while in the Fitness Center or locker room area is strictly prohibited.

Solicitations and Petitions

Solicitations for the sale of any product or service or collecting for any charitable organization or collecting signatures for any petition of any kind in the Fitness Center is strictly prohibited.

Identification

All users must present their access cards upon request by any employee of the Owner or the Building Management Company. The Building Owner, the Building Management Company and any future operator of the Fitness Center shall assume no responsibility for lost or stolen access cards.

Notices, Complaints or Suggestions

Users shall notify the Building Management Office immediately if they discover any unsafe or hazardous defect, breakage of equipment or unfavorable condition relating to the Fitness Center or the equipment therein by calling the Building Management Office at (713) 651-9800. Comments or suggestions as to the operation, maintenance, services or equipment at the Fitness Center are always welcome. Such comments or suggestions can be sent to the Building Management Office by way of the office manager in the tenant's organization or by calling (713) 651-9800.

Food and Beverages

Food and beverages (except for water) are prohibited and shall not be brought into or consumed in the Fitness Center. Water in a container (excluding glass containers, which are not permitted) with a closed lid may be consumed within the Fitness Center. There are drinking fountains in the Fitness Center.

Other Facilities

All Rules and Regulations herein set forth shall also apply to the shower and locker rooms.

Maintenance

No user shall leave trash, debris or articles of clothing in the Fitness Center or in the locker rooms when they are not using the facility.

No Liability

The Building Owner, Building Management Company and any future operator of the Fitness Center shall assume no liability for loss or damage to personal property, clothing, jewelry or other valuables brought into or stored in the Fitness Center or locker facilities. Each user assumes all liability and responsibility for any loss or damage to any such personal property, clothing, jewelry or other valuables.

**TOTAL PLAZA
1201 LOUISIANA STREET
HOUSTON, TX 77002
BUILDING FITNESS CENTER**

WAIVER AND RELEASE OF CLAIMS

The undersigned, being eighteen years of age or older hereby agrees that my use of the Total Plaza Fitness Center facility and equipment located therein (the "Fitness Center") shall be expressly subject to the following acknowledgements and terms and conditions:

1. I realize that exercise and the use of the Fitness Center can result in injury and other adverse physiological effects.
2. I realize that the Fitness Center does not have an attendant or supervisor and that the Owners (defined herein) do not represent that their employees, personnel, or agents have expertise in diagnosing or treating medical conditions. I understand that I am solely responsible for ensuring that I use the equipment properly and only for the intended use. I understand that there will not be any trained personnel at the Fitness Center to supervise my use of equipment. Knowing all of these things, I am willing to assume all of the risk associated with the use of the Fitness Center.
3. I agree that use of the Fitness Center is entirely at my own risk. I will not hold Brookfield Property Partners and 1201 Louisiana CO, L.P., and their respective affiliates, shareholders, partners (including partners of partners), subsidiaries and related entities, including any successors and assigns of such entities, the "Owners" or any officer, employee or agent of the Owner responsible for injury or other adverse physiological affect, of whatever nature whatsoever, resulting from exercise, use of the Fitness Center, or the actions or conduct of others in the Fitness Center.
4. I waive and release any and all causes of action, claims, demands, damages, and liability whatsoever that I or my representative may have now, or in the future against the Owners, or any officer, employee, or agent of the Owners, relating to exercise, use of the Fitness Center, or the actions or conduct of others in the Fitness Center and I agree to indemnify and hold such entities and persons harmless from any such action, claims, demands, damages, cost, including attorney fees and liability. I or my representative will not file a lawsuit or any other kind of complaint or action against the Owners or any officer, employee or agent of the Owners, concerning such cause of action, claims, demands and liabilities whatsoever.
5. I understand my building access card will be activated for the Fitness Center and locker room. I will not give or lend my access card to anyone else. I will not let any unauthorized person into the Fitness Center. I will notify my company's office manager to let Building Management know immediately if my access card is lost or stolen.
6. All personal property that I may bring into the Fitness Center and locker room shall be brought in at my own risk, and the Owners or any officer, employee or agent of the Owners shall not be liable for any damage thereto or for the theft or misappropriation thereof.
7. _____ : **Initials**. I have read the Rules and Regulations and agree to follow the rules and regulations (which are subject to revision) created by the Owners with respect to use of the Fitness Center.
8. I understand that the Building Owners or Management may revoke my right to use the Fitness Center at any time.

Employee

Signature

Date

Print Employee Name

Company Name

Email

Office Manager Name

Phone #

Datawatch Access Card # (first 8 digits Ex: 306-12345)

BIKE ROOM ACCESS (circle one) YES NO

Male / Female (Please circle gender)

Please return to Building Management Office in Suite 304 or email susannah.jenkins@brookfieldproperties.com.