

ROOFTOP AMENITY LICENSE AGREEMENT

THIS ROOFTOP AMENITY LICENSE AGREEMENT (the “Agreement”), dated _____, 202__, is by and between **COLUMBIA REIT – MARKET SQUARE EAST & WEST, LLC**, a Delaware limited liability company (“Licensor”), having an address c/o EQ Management, LLC, having an address at [_____] and [_____] a [_____] (“Licensee”), having an address at [_____].

R E C I T A L S:

A. Licensor is the owner of the office and commercial portion of that certain building commonly known as Market Square West Tower (“Market Square West”), located at 801 Pennsylvania Avenue, NW, Washington, DC.

B. Licensee is a tenant in Market Square West or a tenant in the adjacent building located at 701 Pennsylvania Avenue, NW, Washington, DC, commonly known as Market Square East Tower (“Market Square East”), pursuant to that certain lease by and between Licensee and Licensor (the “Lease”), for certain leased premises in Market Square West or Market Square East (as applicable, the “Leased Premises”), as more particularly described in the Lease.

C. Licensor desires to grant to Licensee and Licensee wishes to accept from Licensor a temporary, non-exclusive and revocable license to use the rooftop amenity space of Market Square West depicted on **Exhibit A** attached hereto and made a part hereof and all equipment and facilities related thereto (the “Rooftop Amenity”), in accordance with the terms and conditions of this Agreement.

A G R E E M E N T S:

Now, therefore, in consideration of the recitals and the agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

1. Premises and Term. Licensor hereby grants to Licensee a temporary, non-exclusive and revocable license to use the Rooftop Amenity for the purposes set forth in Section 2 below during the following time period only: [_____, 202__] from [_____] [a.m./p.m.] to [_____] [a.m./p.m.] (Eastern Standard Time) (the “Term”), unless sooner terminated or revoked by Licensor. Notwithstanding anything contained herein to the contrary, Licensor may terminate this Agreement and revoke the temporary, non-exclusive and revocable license to use the Rooftop Amenity granted hereunder to Licensee at any time and for any reason or no reason whatsoever, without payment of a termination fee or other consideration, and any such termination or revocation by Licensor shall not affect the Lease, constitute a default under the Lease by Licensor or otherwise entitle Licensee to any remedies or damages arising out of or resulting from such termination or revocation.

2. Use. Licensee shall use, and the Licensee Parties (defined below) shall be permitted

access to, the Rooftop Amenity during the Term for [INSERT DESCRIPTION OF PRIVATE EVENT] (such use of the Rooftop Amenity by Licensee is collectively called the “Use”), subject to the terms and conditions of this Agreement, including, without limitation, the Market Square Rooftop Amenity Rules and Regulations attached hereto as **Exhibit B** (the “Rules and Regulations”), and in accordance with all Applicable Laws. No more than [_____] (_____) persons shall be permitted to access the Rooftop Amenity in connection with the Use. In no event shall Licensee’s or Licensee Parties’ use of and access to the Rooftop Amenity for the Use extend beyond 8:00 p.m. (Eastern Standard Time). Licensee shall be responsible for obtaining any and all licenses and permits required by Applicable Laws in connection with the Use of the Rooftop Amenity, and Licensee shall deliver copies of all such licenses and permits to Licensor in advance of the Use of the Rooftop Amenity. The use of and access to the Rooftop Amenity for the Use by Licensee has been approved by the Association. Licensee acknowledges and agrees that: (a) it is using the Rooftop Amenity at its sole risk, (b) it has inspected the Rooftop Amenity and has accepted the same “as is” with all faults and flaws, and (c) it will inspect the Rooftop Amenity for hazardous or dangerous conditions immediately prior to the Term and will immediately notify Licensor of any hazardous or dangerous conditions that are discovered. Licensor makes no representations or warranties with respect to the condition of the Rooftop Amenity, or the fitness or suitability of the Rooftop Amenity for the Use. Licensor may enter the Rooftop Amenity to inspect, show, clean, repair or maintain the Rooftop Amenity or any portion of the Building, and any such entry shall not (i) entitle Licensee to any abatement of any fees or any other charges hereunder, (ii) subject Licensor to any claims or liability or (iii) be considered a constructive eviction.

3. Fees. Licensee shall pay to Licensor, prior to the start of the Term, a fee in the amount of \$ _____. In addition, Licensor may charge Licensee (i) a fee charged by the Association with respect to the Use, (ii) costs and expenses with respect to the Use, including without limitation, security and cleaning fees, (iii) the passthrough of certain operating expenses related to the Rooftop Amenity or in connection with any private event taking place at the Rooftop Amenity, and (iv) any costs relating to damage caused by Licensee or Licensee Parties (defined below).

4. Waiver and Release and Indemnity. Licensee intends to use the Rooftop Amenity for the Use and in consideration thereof, Licensee hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and WAIVES any and all past, present and future claims, losses, costs (including, but not limited to, costs of defense or settlement, attorneys’ fees and court costs), expenses, demands, causes of action, damages or liabilities whatsoever of any nature, including property damage, loss or theft, bodily injury or death (collectively referred to as the “Claims”), from and against Licensor, the property manager (the “Property Manager”) and their respective partners, members, managers, officers, directors, shareholders, subsidiaries, representatives, affiliates, employees, staff, agents and all others acting on behalf of Licensor or Property Manager (collectively referred to as the “Indemnified Parties”) that arise out of, result from, are in connection with, or that relate to (i) the use of the Rooftop Amenity by Licensee, Licensee’s employees, contractors, agents, representatives, guests and invitees (collectively, the “Licensee Parties”), (ii) any act, omission or negligence of the Indemnified Parties, whether directly connected to Licensee Parties’ use of the Rooftop Amenity or not, and however caused, or (iii) the condition of the Rooftop Amenity, and Licensee covenants and agrees

not to sue any of the Indemnified Parties for such Claims or any harm in connection therewith. To the fullest extent permitted by Applicable Law, the Licensee shall indemnify, hold harmless and defend the Licensor, the Property Manager and the Licensor Indemnified Parties from and against all Claims including reasonable attorney's fees, arising out or alleged to arise out of or resulting from this Agreement or any use of the Rooftop Amenities by Licensee, its agents, contractors, employees, guests or invitees (collectively, the “**Licensee Related Parties**”) or any acts or omissions of Licensee or any Licensee Related Parties. The indemnification obligation under this Section 4 shall survive the termination of this Agreement and shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Licensee under any applicable workers' or workmen's compensation acts or any insurance required or otherwise carried hereunder. **THE RELEASES, WAIVERS AND INDEMNITIES CONTAINED IN THIS AGREEMENT EXPRESSLY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS TO BE RELEASED, WAIVED OR INDEMNIFIED AGAINST OR HARM IN CONNECTION THEREWITH ARISE, OR ARE ALLEGED TO ARISE, FROM THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, AND/OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES. LICENSEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY PERSON OR PERSONS ARISING OUT OF, RELATED TO, IN CONNECTION WITH OR IN ANY WAY RESULTING FROM OR CAUSED IN ANY WAY BY (I) THE USE OF THE ROOFTOP AMENITY BY THE LICENSEE PARTIES, (II) ANY ACT, OMISSION, OR NEGLIGENCE OF THE LICENSEE PARTIES OR THE INDEMNIFIED PARTIES IN ANY WAY RELATING TO THE ROOFTOP AMENITY, (III) ANY AND ALL ACCIDENTS OR DAMAGE TO THE PROPERTY OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE LICENSEE PARTIES) IN CONNECTION WITH THE ROOFTOP AMENITY, AND (IV) HARM IN CONNECTION WITH THE ROOFTOP AMENITY. THE INDEMNIFIED PARTIES SHALL NOT BE LIABLE TO LICENSEE, THE LICENSEE PARTIES OR THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS FOR ANY HARM ARISING OUT OF, IN CONNECTION WITH, RESULTING FROM OR RELATED TO THE USE OF THE ROOFTOP AMENITY BY LICENSEE AND THE LICENSEE PARTIES.** This Section shall survive the expiration or termination of this Agreement.

5. Compliance with all Applicable Laws and the Rules and Regulations. Licensee, at its sole cost and expense, shall at all times during the Term hereof comply with all applicable laws, ordinances, rules, regulations and requirements (collectively, “Applicable Laws”) of any governmental authority having jurisdiction over Licensee’s use of the Rooftop Amenity, including, without limitation, all Applicable Laws relating to the Covid-19 pandemic, including any requirements that the participants in the Use be fully vaccinated (as then currently defined), all requirements for verifying such vaccination status, any masking requirements, any social distancing requirements and any other vaccination and safety requirements or protocols relating to Covid-19 that may be required by applicable Law. Licensee, at its sole cost and expense, and Licensee Parties shall comply in all respects with (i) the Rules and Regulations in connection with the Use of the Rooftop Amenity and (ii) any oral instructions or directions given by the employees, agents or representatives of Licensor or Property Manager relating to the Rooftop Amenity (“Oral Instructions”). Licensee’s failure to use the Rooftop Amenity in accordance

with all Applicable Laws, the Rules and Regulations or any Oral Instructions may result in the revocation of the temporary, non-exclusive and revocable license to use the Rooftop Amenity granted hereunder to Licensee.

6. Security. LICENSEE SPECIFICALLY ACKNOWLEDGES THAT LICENSOR HAS NO DUTY TO PROVIDE SECURITY IN CONNECTION WITH THE ROOFTOP AMENITY AND LICENSEE HAS ASSUMED SOLE RESPONSIBILITY AND LIABILITY FOR THE SECURITY OF ITSELF AND ITS PROPERTY, AND ANY ITEMS OR EQUIPMENT PROVIDED TO LICENSEE IN CONNECTION WITH THE ROOFTOP AMENITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT TO THE EXTENT LICENSOR ELECTS TO PROVIDE ANY SECURITY, LICENSOR IS NOT WARRANTING THE EFFICACY OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT AND THAT LICENSEE IS NOT RELYING AND SHALL NOT HEREAFTER RELY ON ANY SUCH PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT. LICENSOR SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR FAILURE OF ANY SUCH SECURITY PERSONNEL, SERVICES, PROCEDURES OR EQUIPMENT TO PREVENT OR CONTROL, OR APPREHEND ANY ONE SUSPECTED OF CAUSING HARM IN CONNECTION WITH THE ROOFTOP AMENITY.

7. Final Release. Licensee represents that it thoroughly and completely understands that this Agreement contains a complete and final release and indemnity, that it is freely and voluntarily entering into this Agreement, and that no representations, promises or statements made or allegedly made by the Indemnified Parties has influenced Licensee in causing Licensee to sign this Agreement.

8. Waiver of Jury Trial. IN ANY LAWSUIT OR OTHER PROCEEDING INITIATED UNDER, IN RELATION TO, ARISING OUT OF, RESULTING FROM, OR IN CONNECTION WITH THIS AGREEMENT OR THE PARTIES HERETO, WHETHER CONTRACTUAL, STATUTORY, AT LAW OR AT EQUITY OR OTHERWISE INVOLVING LICENSOR AND LICENSEE, LICENSOR AND LICENSEE HEREBY WAIVE ANY AND ALL RIGHTS THAT THEY MAY HAVE TO TRIAL BY JURY. LICENSOR AND LICENSEE HEREBY ACKNOWLEDGE AND AGREE THAT THIS WAIVER OF JURY TRIAL IS CONSPICUOUS AND HAS BEEN SPECIFICALLY BARGAINED FOR BY LICENSOR AND LICENSEE, AND LICENSOR AND LICENSEE KNOWINGLY, WILLINGLY AND VOLUNTARILY ENTER INTO THIS WAIVER OF TRIAL BY JURY. LICENSOR AND LICENSEE REPRESENT THAT LICENSOR AND LICENSEE EACH HAS READ THIS WAIVER OF JURY TRIAL, HAD AN OPPORTUNITY TO DISCUSS SUCH WAIVER OF JURY TRIAL WITH AN ATTORNEY AND KNOWINGLY, WILLINGLY AND VOLUNTARILY ENTERED INTO THIS PROVISION. LICENSOR AND LICENSEE EACH ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE IMPLICATIONS OF THIS WAIVER OF JURY TRIAL. THIS WAIVER OF JURY TRIAL HAS BEEN BARGAINED FOR BETWEEN LICENSOR AND LICENSEE, AND IF LICENSEE REQUIRED LICENSOR TO AGREE TO A JURY TRIAL, THE TERMS, CONDITIONS AND ECONOMICS OF THIS AGREEMENT BETWEEN

THE PARTIES WOULD HAVE BEEN AFFECTED AND IN CONSIDERATION THEREFOR, LICENSEE HAS AGREED TO THIS WAIVER OF JURY TRIAL. This Section shall survive the expiration or termination of this Agreement.

9. Limitation of Liability. Notwithstanding anything in this Agreement to the contrary, in no event shall either party (or any past, present or future board member, partner, trustee, officer, director, member, agent, employee or advisor of any of them) be liable under any circumstances for any lost profits, indirect, special, reliance, exemplary, punitive, consequential, incidental, or other damages associated with the loss of business in connection with or relating to this Agreement. Licensee shall look solely to Licensor's interest in Market Square West for recovery of any judgment from Licensor. Licensee shall not have the right to offset or deduct any amount due under the Lease for any amount allegedly owed by Licensor under this Agreement. If Licensor transfers or assigns its interest in Market Square West, then Licensor shall not be liable for any obligation or liability based on or arising out of any event or conduct arising after such transfer or assignment, and all obligations of Licensor under this Agreement shall thereafter be binding upon the grantee, assignee or other transferee of such interest to the extent assumed in writing by such transferee.

10. Insurance. All of the insurance policies and amounts which Licensee is required to maintain pursuant to the Lease shall encompass the Rooftop Amenity and shall include Licensor and The Residences at Market Square West Unit Owners' Association, Inc. (the "Association") as additional insureds, and amended certificates of insurance (which expressly reference the Rooftop Amenity and the Association) shall be provided by Licensee to Licensor prior to the use of the Rooftop Amenity by Licensee and the Licensee Parties for the private event or function.

11. **SUBORDINATION AND ATTORNMENT.** THIS LICENSE IS NOT INTENDED TO CREATE A LEASE OR ANY OTHER INTEREST IN REAL PROPERTY IN FAVOR OF LICENSEE, BUT MERELY CREATES A REVOCABLE LICENSE IN ACCORDANCE WITH THE TERMS HEREOF. LICENSEE ACKNOWLEDGES THAT ITS AGREEMENT TO TREAT THIS AGREEMENT AS A LICENSE FORMED A MATERIAL PART OF THE CONSIDERATION FOR LICENSOR'S AGREEMENT TO ENTER INTO THIS LICENSE. This License shall be subject and subordinate to all existing and future ground or underlying leases, mortgages, trust deeds and other encumbrances against Market Square West or Market Square East, all renewals, extensions, modifications, consolidations and replacements thereof (each, a "**Security Agreement**"), and all advances made upon the security of such mortgages or trust deeds, unless in each case the holder of such Security Agreement (each, a "**Security Holder**") requires in writing that this Agreement be superior thereto. Upon any termination or foreclosure (or any delivery of a deed in lieu of foreclosure) of any Security Agreement, Licensee, upon request, shall attorn, without deduction or set-off, to the Security Holder or purchaser or any successor thereto and shall recognize such party as the licensor hereunder provided that such party agrees not to disturb Licensee's occupancy so long as Licensee timely pays all sums due hereunder and otherwise performs its obligations hereunder. Within 10 days after request by Licensor, Licensee shall execute such further instruments as Licensor may reasonably deem necessary to evidence the subordination or superiority of this License to any Security Agreement. Licensee waives any right it may have under Applicable Laws to terminate or otherwise adversely affect this Agreement or Licensee's obligations hereunder upon a

foreclosure.

12. Licensee represents and warrants to Licensor that each individual executing this Agreement on behalf of Licensee is authorized to do so on behalf of Licensee and that Licensee is not, and the entities or individuals constituting Licensee or which may own or control Licensee or which may be owned or controlled by Licensee are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.

13. Miscellaneous Agreements.

a. This Agreement and the rights of Licensee hereunder are not assignable or transferable by Licensee. Licensee may not sublicense the Rooftop Amenity to any other person or entity, and any attempt to do so shall render this Agreement immediately null and void.

b. The terms, covenants, conditions and provisions contained in this Agreement shall be binding upon and inure to the benefit of Licensor and Licensee, and their respective representatives, successors and permitted assigns.

c. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia. Licensor and Licensee each does hereby covenant and agree that jurisdiction and venue with respect to all actions and proceedings instituted by either party to enforce this Agreement or to otherwise seek a declaration of rights under this Agreement shall be in the District of Columbia, and any lawsuit filed and prosecuted in connection therewith shall be exclusive in any District of Columbia court, or in any United States District Court for the District of Columbia.

d. All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when delivered in accordance with the notice requirements of the Lease to the intended recipient at the addresses for Licensor and Licensee set forth in the Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Licensee and Licensor have caused this Agreement to be executed as of the date first set forth above.

LICENSEE:

[_____] ,
a [_____]

By: _____
Name: _____
Title: _____

LICENSOR:

COLUMBIA REIT – MARKET SQUARE EAST & WEST, LLC, a Delaware limited liability company

By: EQ Management, LLC, a Delaware limited liability company, as agent for Licensor

By: _____
Name: _____
Title: _____

EXHIBIT A

ROOFTOP AMENITY LICENSE AREA

[NOTE: The Rooftop Amenity space that is the subject of the temporary, non-exclusive and revocable license granted pursuant to this Agreement is the area shaded in blue below.]

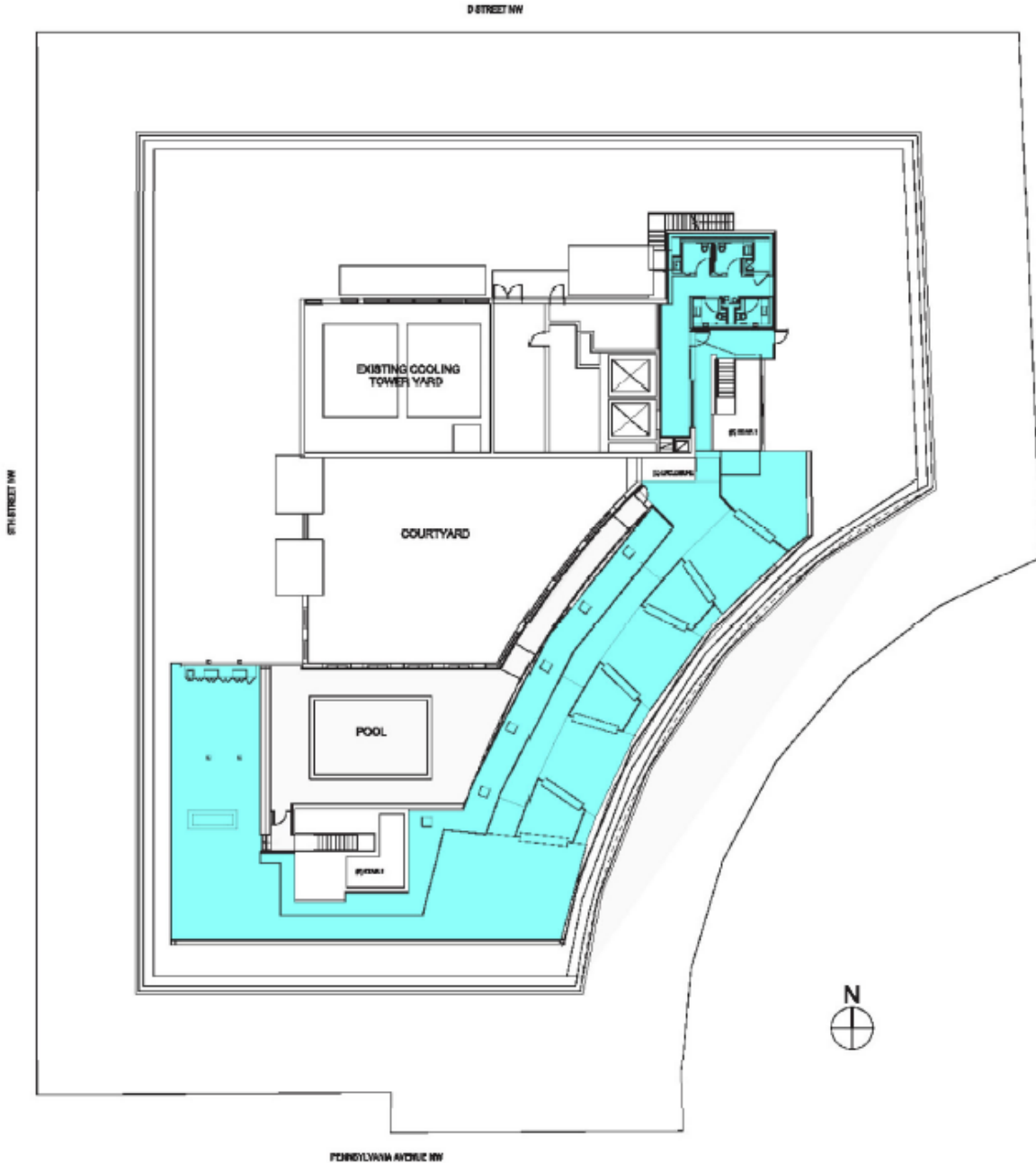


Exhibit A-1

EXHIBIT B
ROOFTOP AMENITY
RULES AND REGULATIONS

**FAILURE TO COMPLY WITH THESE RULES AND REGULATIONS WILL RESULT
IN IMMEDIATE CANCELLATION OF USE OF THE ROOFTOP AMENITY.**

1. Only Market Square West and Market Square East tenants and their employees who execute and return to the Property Manager the Consent and Waiver of Liability are allowed to use the Rooftop Amenity.

2. Prior to use of and access to the Rooftop Amenity by any employee of Licensee, the Consent and Waiver of Liability must be executed and returned to the Property Manager, who will then permit card access.

3. Licensee is required to notify the Property Manager in writing a minimum of ninety (90) days in advance of the date on which Licensee wishes to host any private event or function at the Rooftop Amenity. Use of and access to the Rooftop Amenity for a private event will be subject to the written approval by the Association and may be subject to a fee and security deposit. Any private event taking place outside of the regular operating hours of Market Square West, which shall only be permitted with Licensor's written consent, may not extend beyond 8:00 p.m. Eastern Standard Time. Licensee shall provide to Property Manager information which may include, without limitation: (a) the estimated number of people to attend the private event or function; (b) the agenda and timing of the private event or function; (c) the names, descriptions, references, insurance coverages and duties of contractors providing services in connection with the private event or function; and (d) Licensee's plans for set-up, tear-down, delivery and removal of materials, equipment and supplies, security, crowd management, parking and clean-up.

4. The Rooftop Amenity may be accessed on business days only between the hours of 8:00 a.m. to 7:00 p.m. (Eastern Standard Time) and may not be accessed on any day that is a federal holiday or on any presidential inauguration days, when applicable.

5. Use of the Rooftop Amenity is subject to compliance with all Applicable Laws, including, without limitation, all District of Columbia alcohol use/sale permits, if applicable.

6. Utilization of the Rooftop Amenity is available on a first come, first served basis and Licensor and Property Manager cannot guarantee the availability of space in the Rooftop Amenity area at any time.

7. No one is allowed to use the Rooftop Amenity during a time other than the hours of operation of the Rooftop Amenity established by Licensor or Property Manager, unless preapproved in writing in advance by Licensor. Overnight use is strictly prohibited.

8. Licensee is solely responsible for any damages to the Rooftop Amenity and

damages to or theft of any furniture, equipment or personal property while the same are in Licensee's possession or control, and Licensee will reimburse Licensor for the cost to repair any damage to all or any portion of the Rooftop Amenity and damage to or theft of furniture, equipment and personal property, caused by Licensee or its employees, contractors, guests or invitees during their use of the Rooftop Amenity. Licensor and Property Manager are not responsible for personal belongings or lost or stolen items.

9. Property Manager's personnel have authority over use of the Rooftop Amenity. Any guest, invitee or employee may be expelled immediately for misuse or misconduct in the Rooftop Amenity, which may be permanent. Injuries and any other problems are to be reported to Property Manager immediately.

10. People using the Rooftop Amenity must stay within the guarded rail area at all times. The pool is not part of the Rooftop Amenity and any use, utilization or entrance into the pool area is strictly prohibited. People using the Rooftop Amenity must stay within the guarded rail area at all times.

11. Licensor and Property Manager may update these Rules and Regulations from time to time.

12. The Rooftop Amenity is shared with the residential component of Market Square West and is meant for quiet and peaceful enjoyment. Etiquette and courtesy toward others at all times is expected while using the Rooftop Amenity. No user shall unreasonably create noise or disturbance and shall not otherwise materially interfere with the utilization of the Rooftop Amenity by other parties or the operations of the other portions of Market Square West. Music-playing and excessive noises are strictly prohibited.

13. Use of the grill or gas fireplace located in the Rooftop Amenity are strictly prohibited unless expressly permitted in writing for use during a private event and in such event, shall only be handled by the Property Manager's personnel. Licensee and any of its employees, contractors, guests or invitees shall in no event handle the grill or gas fireplace located in the Rooftop Amenity.

14. The following activities are strictly prohibited on the Rooftop Amenity:
- a. Signs being posted on the Rooftop Amenity
 - b. Anything being thrown from the Rooftop Amenity
 - c. Fires, grilling, cooking, torches, or an open flame of any kind
 - d. Kite-flying
 - e. Hanging of or suspending any items from the Rooftop Amenity
 - f. Fireworks being shot off the Rooftop Amenity
 - g. Spitting on or off of the Rooftop Amenity
 - h. Horseplay, sports or games where items may fall from the roof or damage the surrounding areas
 - i. Smoking of any kind (including without limitation, vape or electronic cigarettes)
 - j. Storage of any kind

- k. Swimming
- l. Consumption of alcohol unless expressly permitted in writing during a private event unless the parties have executed the "Alcohol Rider" attached to this Agreement.

15. The Rooftop Amenity must be kept clean of trash and debris at all times. Licensor reserves the right to clean the Rooftop Amenity and charge tenants for all such costs attributable to the same (including by Licensees for exclusive events). All furniture and accessories are to be strapped down to withstand wind, and as to not blow off the roof.

16. Without limiting the generality of the foregoing, Licensee shall not permit the occupancy of the Rooftop Amenity in excess of the maximum occupancy permitted by code or such other occupancy limits as shall be set by Licensor.

17. Licensee shall ensure that the private event or function and any activities related to the private event or function do not interfere with the normal ingress and egress of tenants of the Market Square East or Market Square West buildings or their invitees, and do not interfere with the ordinary course and conduct of business in the Market Square East or Market Square West buildings.

18. All brochures, advertisements, flyers, notices and material that in any way refers to the Market Square West, Market Square East, the Rooftop Amenity or Licensor shall be subject to the prior approval of Licensor.

19. Licensee shall not take or use any recordings, film, photographs, drawings or other media showing the name of the Market Square West or Market Square East or the name or image of Licensor or Licensor's management agent without the written approval of Licensor. In addition, Licensee shall not take or use any recordings, film, photographs, drawings or other media showing the name or image of any tenant or occupant of Market Square West or Market Square East without the written approval of such tenant or occupant.

20. Licensee shall not park any vehicle or locate any equipment within twenty (20) feet of the Fire/Life/Safety access point (s) or block any fire exit, path or access.

ALCOHOL RIDER

To the extent this Alcohol Rider (“**Rider**”) is fully executed below, (a) the Agreement to which this Rider is attached is hereby modified, amended and supplemented as set forth herein, and (b) to the extent any terms of this Rider are in conflict with the terms and provisions of the Agreement, the terms and provisions of this Rider shall govern and control. In all other respects, the terms and provisions of the Agreement shall remain in full force and effect and unmodified.

1) Subject to Licensee’s compliance with the terms and conditions of the Agreement, Licensor agrees that Licensee may serve alcohol in the Rooftop Amenity in connection with the private event or function. Licensee’s policy of Commercial General Liability Insurance must include host liquor liability coverage. As specified further in the Agreement, such insurance must be written on an occurrence basis and have a minimum combined single limit of not less than \$2,000,000.00. If Licensee will retain the services of a caterer, party planner or other entity (collectively referred to as a “**Caterer**”) to provide or serve food or beverages, Licensee’s Caterer must maintain and provide Licensor with evidence of the following insurance at least 48 hours prior to the Start Time: (a) Commercial general liability insurance including liquor liability, in the amount of at least \$1,000,000.00 per occurrence, or Dram shop liability insurance, in the amount of at least \$3,000,000.00 per occurrence; (b) Automobile liability insurance in the amount of at least \$2,000,000.00 per occurrence; and (c) Worker’s Compensation to the extent required by Law and Employer’s Liability of \$1,000,000.00 per occurrence. The insurance described in subsections (a) and (b) shall name Licensor and the Property Manager as additional insureds.

2) Without limitation, it is agreed that Licensee’s indemnity obligations described in Section 4 of the Agreement shall include, without limitation, all claims, damages, losses and expenses, including attorney's fees, arising out of, or alleged to arise out of, or resulting from or in connection with the provision, consumption or availability of alcoholic beverages on the Rooftop Amenity or in connection with the private event or function.

Licensor and Licensee have executed this Rider as of the date of the Agreement under seal to which this Rider is attached.

LICENSOR:

LICENSEE:

**COLUMBIA REIT – MARKET SQUARE
EAST & WEST, LLC**, a Delaware limited liability company

By: EQ Management, LLC, a Delaware limited liability company, as agent for Licensor

_____, a(n) _____

By: _____

By: _____

Name: _____

Name: _____

Its: _____

Title: _____