

## **Three Lincoln (Suite 350) Conference Center Reservation Agreement**

This Conference Center Reservation Agreement (this “Agreement”) is entered into by and between [REDACTED], as “Tenant”, and Cushman & Wakefield US, Inc. a Missouri Corporation, as “Manager” for Teachers Insurance and Annuity Association of America, a New York corporation, for the Benefit of The Real Estate Account (“Owner”) covering the use of the common Conference Center located in Suite 350 (the “Conference Center”) in Three Lincoln Centre (the “Building”).

Tenant occupies Suite [REDACTED] of Tower [REDACTED] of Lincoln Centre under a lease with Owner (or Owner’s predecessor-in-interest) (“Tenant’s Lease”). Except as specifically provided in this agreement, Tenant’s use and occupancy of the Conference Center is under all terms and conditions of Tenant’s Lease (including indemnities set forth therein).

Tenant agrees to fully comply with the Conference Center Rules and Regulations (attached hereto as Exhibit B), as amended from time to time, and with the Building Rules and Regulations as amended from time to time. **Manager reserves the right, at any time, to deny reservations to any tenant or group who violates this Agreement and/or Building Rules and Regulations. The cost of repairs caused by damage to the Conference Center will be billed to the Tenant and payable as additional rent under Tenant’s Lease.** Tenant acknowledges that the Conference Center Rules and Regulations (including rental rates and fees) and the Building Rules and Regulations may be amended from time to time and such amended rules and regulations will govern any future reservation of the Conference Center.

The Conference Center reservation shall not be effective until this Agreement has been fully executed and delivered to Manager, with the Meeting Services form attached hereto as Exhibit A completed in its entirety, at least 24 hours prior to the start of the requested reservation.

[Signature Page Follows]

Agreement to all foregoing terms and conditions is indicated by signing below. Tenant represents and warrants to Manager that the person executing this Conference Center Reservation Agreement has been duly authorized to do so.

**TENANT**

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COMPANY/TENANT NAME

BY AUTHORIZED REPRESENTATIVE  
OF TENANT (SIGNATURE)

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NAME (PRINTED)

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TITLE

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DATE

**MANAGER**

**CUSHMAN & WAKEFIELD U.S/ INC.,  
A MISSOURI CORPORATION IN ITS  
CAPACITY AS MANAGER FOR  
TEACHERS INSURANCE AND  
ANNUITY ASSOCIATION OF  
AMERICA FOR THE BENEFIT OF ITS  
REAL ESTATE ACCOUNT**

BY AUTHORIZED REPRESENTATIVE  
OF MANAGER (SIGNATURE)

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NAME (PRINTED)

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TITLE

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DATE

## EXHIBIT A

### **MEETING SERVICES (Please Print)**

Tenant Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Tower: \_\_\_\_\_ Suite: \_\_\_\_\_

Phone: \_\_\_\_\_

Title of Meeting: \_\_\_\_\_

Email: \_\_\_\_\_

Date(s) of Meeting: \_\_\_\_\_

Start Time: \_\_\_\_\_

Number of chairs needed: \_\_\_\_\_

End Time: \_\_\_\_\_

#### **Services Requested**

Service	Daily Rate	Number of Days	Cost
(Entire Day) <b>Set Up &amp; Cleaning Services</b> This is the only associated fee, it is applied automatically when reservation is made. No half day reservations will be taken at this time.	\$75		\$
Excess Cleaning Fees & Furniture Damage	Dependent on Damage Assessed		\$
<b>Cost Summary</b>			\$

#### **Meeting Room Configuration**

Please limit seating request to the maximum number indicated

- Classroom – Tables & Chairs (seating max 120)
- Auditorium – Chairs Only (seating max 120)
- U-Shaped – Tables & Chairs (seating max 120)

#### **Layout Specifications**

Select all that apply

- Utilizing one half of the room
- Utilizing both side of room/ Entire Space

#### **A/V Equipment: Barco/Clickshare/HDMI Cable**

Select all that apply, and list quantity.

- Clickshare (Standard/ 2 Available)
- Clickshare (Mac Exclusive/ 1 Available)
- HDMI Cable (4 available)
- Handheld Mic (2 Available)
- Lapel Mic with Body Pack (1 Available)

#### **A/V Tutorial Request**

Please Select one.

- Yes, I would like to learn how to operate the amenities. Possible availability dates for a tutorial: \_\_\_\_\_
- No, thank you.

**Caterer:** \_\_\_\_\_

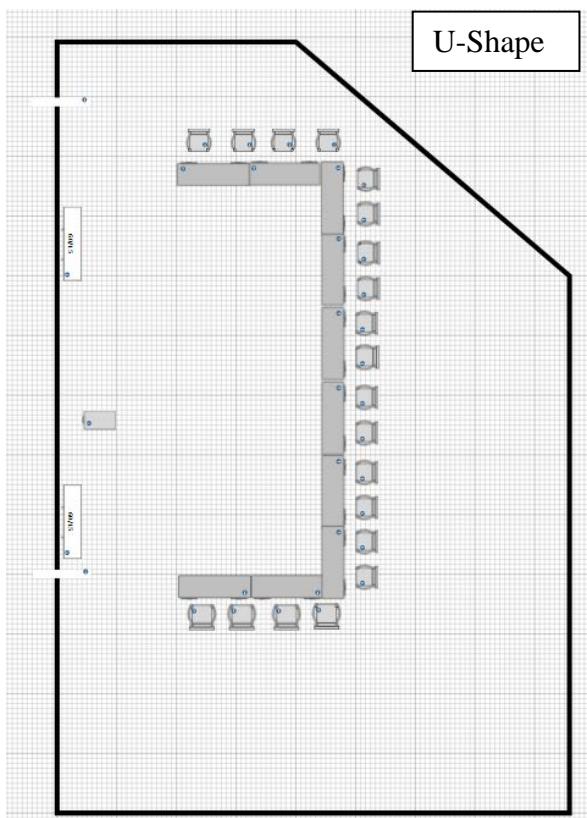
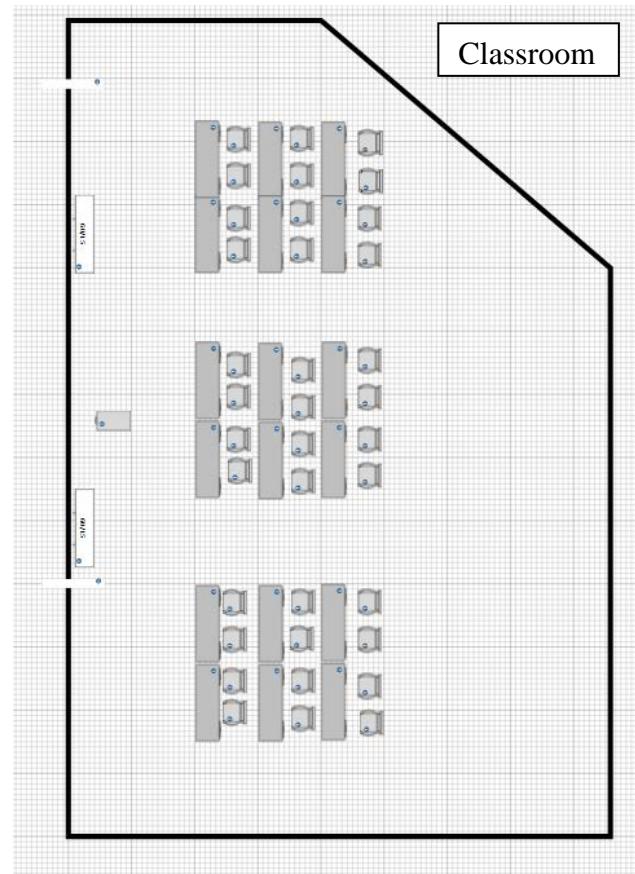
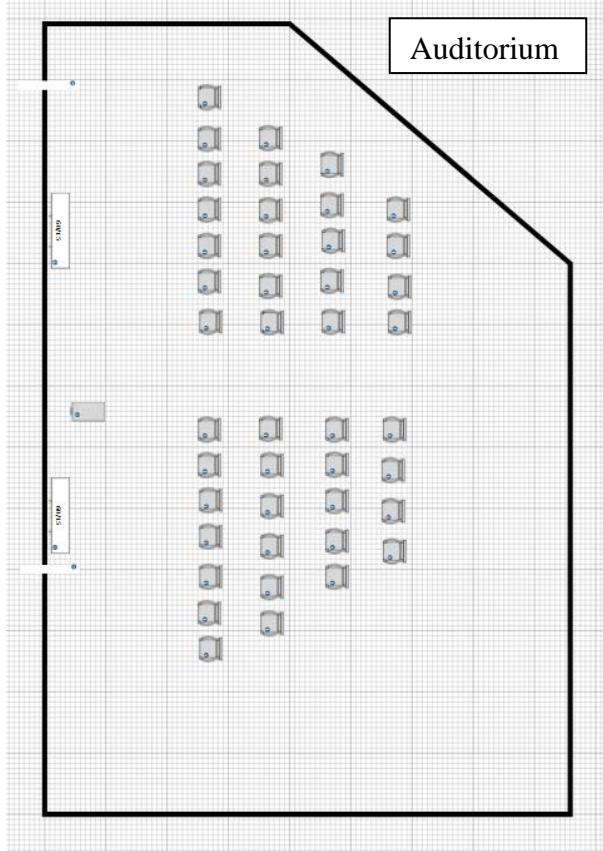
(Caterer's current Certificate of Insurance is required)

No room will be reserved without a fully executed Conference Center Reservation Agreement on file in the Building Management Office.

**Important:** Cancellations must be submitted in writing with at least five business days' notice. Cancellations may result in a \$300 Cancellation fee.

All charges will be included on the monthly tenant statement.

## Meeting Room Configurations



## EXHIBIT B

### **Conference Center Rules and Regulations**

#### **ROOM RESERVATION:**

Provided Manager has received a complete, fully executed copy of the Conference Center Reservation Agreement (the “Agreement”) at least 24 hours in advance, Tenant may reserve the Conference Center for a maximum of five (5) consecutive days, subject to availability. Tenants will be limited to reserving events for a maximum of 90 days in advance, unless granted permission by Management. The Conference Center may be reserved from 8:00 am – 5:00 pm, Monday – Friday. **Tenant’s reservation is secured only when Manager receives a fully executed copy of the Agreement.** The Conference Center is for the exclusive use of direct Lincoln Centre tenants only. No third parties may utilize the Conference Center without the prior approval of Manager. Manager reserves the right to deny reservations to any tenant or group requesting a room reservation at Manager’s sole discretion.

#### **CANCELLATION POLICY:**

Tenant must cancel its Conference Center reservation at least **five** business days prior to the start of Tenant’s reservation without incurring any charge under the Agreement. If Tenant cancels its Conference Center reservation within five business days of the start of its Conference Center reservation, a **\$300** fee may be applied and be billed to Tenant as additional rent under Tenant’s Lease. Failure to pay cancellation charges may result in tenant’s ability to reserve the Conference Center in the future as well as prohibit accessibility to other building amenities such as the gym. This will be up to the sole discretion of the manager.

#### **SECURITY:**

Tenant must secure the Conference Center at the end of each day (or period of use) by notifying Building Security by phone at (972) 770-2487 or in person at the security office/command center located at One Lincoln Centre, Lower Level in Suite 150. Owner or Manager will not be responsible for articles left in the Conference Center. Tenant must remove all personal property (including food and beverage) at the end of Tenant’s use of the Conference Center.

#### **LIABILITY:**

Tenant is liable for cost of replacement or repair of any damages to the Conference Center, its furniture or equipment, which occur due to the use of the Conference Center by Tenant or Tenant’s agents, contractors, employees, licensees, guests and invitees.

**A/V TECHNOLOGY:**

Equipment must be checked out at the Management Office via check in/out sheet prior to event. Signatures are required. The Management Office is located in Three Lincoln, Suite 100. Equipment includes Microphones, and Clickshare/ Barco devices. Loss or damage to equipment will result in replacement fees.

**CLEANING:**

The Manager, at its option, may dispose of all articles left in the Conference Center after conclusion of Tenant's use. The need for excessive cleaning or carpet cleaning will be determined by Manager in its reasonable discretion, upon Tenant's vacating the Conference Center.

**NOTE: A facility inspection will be conducted before and after each tenant reservation. If the need for repairs or cleaning is identified, the cost will be included on the monthly tenant statement.**

**CATERING:**

Alcohol and musical entertainment are strictly prohibited within the Conference Center. Outside caterers must be pre-approved by Manager and must be fully insured in accordance with Owner's insurance requirements. A copy of the caterer's certificate of insurance must be provided to Manager prior to use of the Conference Center or caterer access will be denied.

**SERVICE PROVIDED:**

General room Set up & Clean-up is provided at an automatic rate of \$75 per day of use, unless excess cleaning and/or carpet cleaning is determined to be necessary as set forth above. Tenant may arrange the room in a Classroom, Auditorium or U-shaped setting. The room will not be set up in any way that violates the City of Dallas fire code or may cause potential damage to the room as reasonably determined by Manager.

**DECORATIONS/SIGNAGE/PRESENTATION MATERIALS:**

Tenant may not attach any decorations, signage, presentation materials, or any other type of items to the walls, doors, ceilings, etc. in any method or manner. Adhesives, paint, oils and similar materials may not be used in the space. Any furniture, fixtures or equipment other than conference room tables and chairs must be approved by Manager.

**PARKING/DELIVERIES:**

Validations for visitor parking are the responsibility of Tenant. No validations are provided with the rental of the Conference Center. Delivery of meeting materials must be made via the Building's service elevator, located outside the Conference Center catering area. Parking is not allowed in fire lanes around the Building at any time, including while making deliveries. All outside deliveries must be made via the Building's loading dock.

**HVAC HOURS:**

Air conditioning and heating to the Conference Center is provided from 8:00 am to 6:00 pm Monday – Friday. After hours HVAC can be provided at an additional hourly charge established by Manager from time to time. Should after hours HVAC be required, a Request for After Hours HVAC Form must be completed and delivered to the Building's Management office prior to 2:00 pm of the day of the event, in order to avoid an additional administration fee. The cost of the after-hours air conditioning or heating is referenced on the building standard After Hours HVAC Form.

**MAXIMUM CONFERENCE CENTER OCCUPANCY:**

Occupancy of the entire Conference Center may not exceed one hundred twenty (120) individuals at any given time due to fire code regulations. If Tenant uses an outside provider of additional chairs or equipment, a copy of provider's certificate of insurance must be submitted to Manager prior to delivery by such provider or access will be denied.